UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2021

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to

Commission File Number 001-40815

Definitive Healthcare Corp.

(Exact name of registrant as specified in its charter)

Delaware	**86-3988281**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
550 Cochituate Road Framingham, MA	**01701**
(Address of principal executive offices)	**(Zip Code)**
(Registrant's telephone number, including area code)	
(508) 720-4224	

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

Title of Each Class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, $0.001 par value	**DH**	**The Nasdaq Stock Market LLC**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☒

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☐	Accelerated Filer	☐
Non-accelerated Filer	☒	Smaller reporting company	☐
		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. ☐

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of November 5, 2021, the number of outstanding shares of the registrant's Class A Common Stock was 88,263,333 shares.

Definitive Healthcare Corp.

Quarterly Report on Form 10-Q
For the Quarterly Period Ended September 30, 2021

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q ("Quarterly Report") contains forward-looking statements. Forward-looking statements can be identified by words such as "anticipates," "intends," "plans," "seeks," "believes," "estimates," "expects" and similar references to future periods, or by the inclusion of forecasts or projections. Examples of forward-looking statements include, but are not limited to, statements we make regarding the outlook for our future business and financial performance, such as those contained in "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Forward-looking statements are based on our current expectations and assumptions regarding our business, the economy and other future conditions. Because forward-looking statements relate to the future, by their nature, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. As a result, our actual results may differ materially from those contemplated by the forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to, regional, national or global political, economic, business, competitive, market and regulatory conditions and the following:

- the inability to generate substantially all of our revenue and cash flows from sales of subscriptions to our platform and any decline in demand for our platform and the data we offer could have a material adverse effect on our business, financial condition and results of operations;
- the competitiveness of the market in which we operate, such that if we do not compete effectively, it could have a material adverse effect on our business, financial condition and results of operations;
- the failure to maintain and improve our platform, or develop new modules or insights for healthcare commercial intelligence, whereby competitors could surpass the depth, breadth or accuracy of our platform;
- the inability to obtain and maintain accurate, comprehensive or reliable data, could result in reduced demand for our platform;
- the risk that our recent growth rates may not be indicative of our future growth;
- the inability to achieve or sustain profitability in the future compared to historical levels as we increase investments in our business;
- the loss of our access to our data providers, which could negatively impact our platform and could have a material adverse effect on our business, financial condition and results of operations;
- the failure to respond to advances in healthcare commercial intelligence could result in competitors surpassing the depth, breadth or accuracy of our platform;
- an inability to attract new customers and expand subscriptions of current customers, whereby our revenue growth and financial performance will be negatively impacted;
- the risk of cyber-attacks and security vulnerabilities could have a material adverse effect on our reputation, business, financial condition and results of operations;
- if our security measures are breached or unauthorized access to data is otherwise obtained, our platform may be perceived as not being secure, customers may reduce the use of or stop using our platform, and we may incur significant liabilities; and
- the other factors set forth under "Risk Factors."

See "Risk Factors" for a further description of these and other factors. For the reasons described above, we caution you against relying on any forward-looking statements, which should also be read in conjunction with the other cautionary statements that are included elsewhere in this Quarterly Report, including under "Management's Discussion and Analysis of Financial Condition and Results of Operations". Any forward-looking statement made by us speaks only as of the date on which we make it. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

DEFINITIVE HEALTHCARE CORP.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except number of shares)
(Unaudited)

	September 30, 2021	December 31, 2020
Assets		
Current assets:		
Cash and cash equivalents	189,752	24,774
Accounts receivable, net	27,886	33,108
Prepaid expenses and other current assets	3,642	3,016
Current portion of deferred contract costs	5,359	2,947
Total current assets	226,639	63,845
Property and equipment, net	4,697	3,248
Other assets	747	472
Deferred contract costs, net of current portion	9,388	5,952
Deferred tax asset	161	161
Intangible assets, net	366,723	410,237
Goodwill	1,261,444	1,261,444
Total assets	$ 1,869,799	$ 1,745,359
Liabilities and Equity		
Current liabilities:		
Accounts payable	7,055	5,662
Accrued expenses and other current liabilities	19,296	17,321
Current portion of deferred revenue	69,811	61,060
Current portion of term loan	6,875	4,680
Total current liabilities	103,037	88,723
Long term liabilities:		
Deferred revenue	368	140
Tax receivable agreements liability	146,106	—
Term loan, net of current portion	265,388	457,197
Deferred tax liabilities	71,341	—
Other long-term liabilities	475	3,736
Total liabilities	586,715	549,796
Commitments and Contingencies (Note 11)		
Equity:		
Members' equity	—	1,195,694
Class A Common Stock, par value $0.001, 600,000,000 shares authorized, 88,263,333 shares issued, and outstanding at September 30, 2021	88	—
Class B Common Stock, no par value, 65,000,000 shares authorized, 60,020,525 shares issued and 57,220,661 outstanding at September 30, 2021	—	—
Additional paid-in capital	700,773	—
Accumulated other comprehensive income (loss)	24	(131)
Accumulated deficit	(7,978)	—
Noncontrolling interests	590,177	—
Total equity	1,283,084	1,195,563
Total liabilities and equity	$ 1,869,799	$ 1,745,359

See notes to condensed consolidated financial statements

DEFINITIVE HEALTHCARE CORP.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(amounts in thousands, except share amounts and per share data)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Revenue	$ 43,084	$ 30,073	$ 119,841	$ 84,659
Cost of revenue:				
Cost of revenue exclusive of amortization shown below	5,129	2,619	13,895	7,876
Amortization	5,356	4,794	15,896	14,278
Gross profit	32,599	22,660	90,050	62,505
Operating expenses:				
Sales and marketing	14,376	8,292	39,003	23,542
Product development	4,746	2,618	12,817	7,566
General and administrative	7,880	2,538	18,891	8,105
Depreciation and amortization	9,760	10,112	28,814	30,037
Transaction expenses	(137)	40	3,332	748
Total operating expenses	36,625	23,600	102,857	69,998
Loss from operations	(4,026)	(940)	(12,807)	(7,493)
Other expense, net:				
Foreign currency transaction gain	119	—	143	—
Interest expense, net	(7,186)	(9,022)	(23,956)	(27,802)
Loss on extinguishment of debt	(9,873)	—	(9,873)	—
Total other expense, net	(16,940)	(9,022)	(33,686)	(27,802)
Net loss	(20,966)	(9,962)	(46,493)	(35,295)
Less: Net loss attributable to Definitive OpCo prior to the Reorganization Transactions	(7,816)	(9,962)	(33,343)	(35,295)
Less: Net loss attributable to noncontrolling interests	(5,172)	—	(5,172)	—
Net loss attributable to Definitive Healthcare Corp.	$ (7,978)	$ —	$ (7,978)	$ —
Net loss per share of Class A Common Stock:				
Basic and diluted	$ (0.09)	N/A	$ (0.09)	N/A
Weighted average Common Stock outstanding:				
Basic and diluted [(1)]	88,263,333	N/A	88,263,333	N/A

(1) Basic and diluted net loss per share of Class A Common Stock is applicable only for the period from September 15, 2021 through September 30, 2021, which is the period following the initial public offering ("IPO") and related Reorganization Transactions (as defined in Note 1 to the Unaudited Consolidated Financial Statements). See Note 16 for the number of shares used in the computation of net loss per share of Class A Common Stock and the basis for the computation of net loss per share.

See notes to condensed consolidated financial statements

DEFINITIVE HEALTHCARE CORP.

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

(amounts in thousands)

(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Net loss	$ (20,966)	$ (9,962)	$ (46,493)	$ (35,295)
Other comprehensive loss:				
Foreign currency translation adjustments	11	—	155	—
Comprehensive loss	(20,955)	(9,962)	(46,338)	(35,295)
Less: Net loss attributable to Definitive OpCo prior to the Reorganization Transactions	(7,818)	—	(33,201)	—
Less: Comprehensive loss attributable to noncontrolling interests	(5,167)	—	(5,167)	—
Comprehensive loss attributable to Definitive Healthcare Corp.	$ (7,970)	$ (9,962)	$ (7,970)	$ (35,295)

See notes to condensed consolidated financial statements

DEFINITIVE HEALTHCARE CORP.

CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN MEMBERS' EQUITY AND TOTAL EQUITY

(amounts in thousands, except share and unit amounts)

(Unaudited)

	AIDH TopCo, LLC (Prior to Reorganization Transactions)	Definitive Healthcare Corp.								
	Members' Equity	Class A Stock	Class A Amount	Class B Stock	Class B Amount	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive (Loss) Income	Noncontrolling Interests	Total Equity
Balance at December 31, 2020	$ 1,195,694	—	$ —	—	$ —	$ —	$ —	$ (131)	$ —	$ 1,195,563
Net loss prior to Reorganization Transactions	(10,487)	—	—	—	—	—	—	—	—	(10,487)
Other comprehensive income (loss) prior to Reorganization Transactions	—	—	—	—	—	—	—	163	—	163
Equity-based compensation prior to Reorganization Transactions	406	—	—	—	—	—	—	—	—	406
Balance at March 31, 2021	1,185,613	—	—	—	—	—	—	32	—	1,185,645
Net loss prior to Reorganization Transactions	(15,040)	—	—	—	—	—	—	—	—	(15,040)
Other comprehensive income (loss) prior to Reorganization Transactions	—	—	—	—	—	—	—	(19)	—	(19)
Equity-based compensation prior to Reorganization Transactions	1,615	—	—	—	—	—	—	—	—	1,615
Members' contributions prior to Reorganization Transactions	5,500	—	—	—	—	—	—	—	—	5,500
Distributions to members prior to Reorganization Transactions	(3,328)	—	—	—	—	—	—	—	—	(3,328)
Balance at June 30, 2021	1,174,360	—	—	—	—	—	—	13	—	1,174,373
Net loss prior to Reorganization Transactions	(7,816)	—	—	—	—	—	—	—	—	(7,816)
Other comprehensive loss prior to Reorganization Transactions	—	—	—	—	—	—	—	(2)	—	(2)
Equity-based compensation prior to Reorganization Transactions	(278)	—	—	—	—	—	—	—	—	(278)
Distributions to members prior to Reorganization Transactions	(3,811)	—	—	—	—	—	—	—	—	(3,811)
Impacts of Reorganization Transactions and Intial Public Offering IPO										

Initial effect of the Reorganization Transactions and IPO on noncontrolling interests	(1,162,455)	72,871,733	73	61,262,052	—	351,075	—	—	593,861	(217,446)
Issuance of Class A Common Stock in IPO, net of costs of $11,394	—	17,888,888	18	—	—	441,400	—	—	—	441,418
Repurchase of Definitive Healthcare Corp. shares in connection with the IPO	—	(2,497,288)	(3)	—	—	(63,209)	—	—	—	(63,212)
Repurchase of Definitive OpCo units in connection with IPO	—	—	—	(1,169,378)	—	(29,600)	—	—	—	(29,600)
Net loss subsequent to Reorganization Transactions	—	—	—	—	—	—	(7,978)	—	(5,172)	(13,150)
Other comprehensive income subsequent to Reorganization Transactions and IPO	—	—	—	—	—	—	—	13	—	13
Equity-based compensation subsequent to Reorganization Transactions	—	—	—	—	—	1,574	—	—	1,021	2,595
Forfeited unvested incentive units	—	—	—	(72,149)	—	—	—	—	—	—
Vested incentive units	—	—	—	—	—	(467)	—	—	467	—
Balance at September 30, 2021	$ —	88,263,333	$ 88	60,020,525	$ —	$ 700,773	$ (7,978)	$ 24	$ 590,177	$ 1,283,084

See notes to consolidated financial statements

DEFINITIVE HEALTHCARE CORP.

CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN MEMBERS' EQUITY (CONTINUED)

(amounts in thousands, except number of shares)

(Unaudited)

	Members' Equity
Balance at December 31, 2019	$ 1,216,240
Net loss	(13,835)
Equity-based compensation	430
Balance at March 31, 2020	$ 1,202,835
Net loss	(11,498)
Distributions to members	(48)
Equity-based compensation	442
Balance at June 30, 2020	$ 1,191,731
Net loss	(9,962)
Distributions to members	(2,059)
Equity-based compensation	458
Balance at September 30, 2020	$ 1,180,168

See notes to condensed consolidated financial statements.

DEFINITIVE HEALTHCARE CORP.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(amounts in thousands)

(Unaudited)

	Nine Months Ended September 30,	
	2021	2020
Cash flows provided by operating activities:		
Net loss	$ (46,493)	$ (35,295)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	1,193	817
Amortization of intangible assets	43,517	43,498
Amortization of deferred contract costs	3,195	1,038
Equity-based compensation	4,338	1,330
Noncash paid in kind interest expense	—	7,371
Amortization of debt issuance costs	1,522	1,541
Provision for doubtful accounts receivable	76	579
Loss on extinguishment of debt	9,843	—
Changes in fair value of contingent consideration	3,169	—
Changes in operating assets and liabilities:		
Accounts receivable	5,179	3,936
Prepaid expenses and other current assets	(561)	(39)
Deferred contract costs	(9,043)	(4,341)
Accounts payable, accrued expenses and other current liabilities	(3,965)	(7,283)
Deferred revenue	9,023	1,392
Net cash provided by operating activities	20,993	14,544
Cash flows used in investing activities:		
Purchases of property, equipment, and other assets	(5,662)	(1,061)
Cash paid for acquisitions, net of cash acquired	—	(6,935)
Net cash used in investing activities	(5,662)	(7,996)
Cash flows provided by (used in) financing activities:		
Proceeds from term loan	275,000	—
Repayments of term loans	(472,742)	(3,375)
Proceeds from revolving credit facility	—	25,000
Payment of contingent consideration	(1,500)	—
Payment of debt issuance costs	(3,511)	—
Proceeds from equity offering, net of underwriting discounts	452,812	—
Repurchase of outstanding equity / Definitive OpCo units	(92,812)	
Payments of IPO issuance costs	(5,913)	—
Member contributions	5,500	—
Member distributions	(7,139)	(2,109)
Net cash provided by financing activities	149,695	19,516
Net increase in cash and cash equivalents	165,026	26,064
Effect of exchange rate changes on cash and cash equivalents	(48)	—
Cash and cash equivalents, beginning of period	24,774	8,618
Cash and cash equivalents, end of period	$ 189,752	$ 34,682
Supplemental cash flow disclosures:		
Cash paid for interest	$ 27,587	$ 23,043
Cash paid for income taxes	$ 13	$ —
Supplemental disclosure of non-cash investing activities:		
Net decrease in accrued capital expenditures, including purchases of data	$ (3,020)	$ —
Supplemental disclosure of non-cash financing activities:		
Increase in unpaid public offering costs	$ 5,481	$ —

See notes to condensed consolidated financial statements

1. Description of Business

Definitive Healthcare Corp. (together with its subsidiaries, "Definitive Healthcare" or the "Company"), through its operating subsidiary, AIDH TopCo, LLC ("Definitive OpCo"), provides comprehensive and up-to-date hospital and healthcare-related information and insight across the entire healthcare continuum via a multi-tenant database platform which combines proprietary and public sources to deliver insights. Unless otherwise stated, references to "we," "us," "our," "Definitive Healthcare" and the "Company" refer (1) prior to the consummation of the Reorganization Transactions (as defined below), to Definitive OpCo and its consolidated subsidiaries, and (2) after the consummation of the Reorganization Transactions, to Definitive Healthcare Corp. and its consolidated subsidiaries.

On October 27, 2020, Definitive OpCo completed the purchase of all of the outstanding shares of Monocl Holding Company ("Monocl"), a cloud-based platform with millions of expert profiles. Refer to Note 3. *Business Combinations*, for additional information.

Organization

Definitive Healthcare Corp. was formed on May 5, 2021 as a Delaware corporation for the purposes of facilitating an initial public offering ("IPO") and other related transactions in order to carry on the business of Definitive OpCo, a Delaware limited liability company. Following consummation of the Reorganization Transactions, Definitive OpCo became an indirect subsidiary of Definitive Healthcare Corp.

The Company is headquartered in Framingham, MA, with three other offices in the United States and one in Sweden.

Initial Public Offering

On September 17, 2021, Definitive Healthcare completed its IPO, in which it sold 17,888,888 shares of Class A Common Stock (including shares issued pursuant to the exercise in full of the underwriters' option to purchase additional shares) at a public offering price of $27.00 per share for net proceeds of $452.8 million, after deducting underwriters' discounts and commissions (but excluding other offering expenses and reimbursements). Definitive Healthcare used proceeds from the IPO to (i) acquire 14,222,222 newly issued limited liability company interests ("LLC Units") from Definitive OpCo; (ii) purchase 1,169,378 LLC Units from certain holders of LLC Units prior to the IPO; and (iii) repurchase 2,497,288 shares of Class A Common Stock received by the former shareholders of certain Blocker Companies (as defined below).

Reorganization Transactions

In connection with the IPO, the Company completed the following transactions (the "Reorganization Transactions"). Definitive OpCo entered into an amended and restated limited liability company agreement (the "Amended LLC Agreement") pursuant to which members of Definitive OpCo prior to the IPO who continue to hold LLC Units, have the right to require Definitive OpCo to exchange all or a portion of their LLC Units for newly issued shares of Class A Common Stock. Entities treated as corporations for U.S. tax purposes that hold LLC Units (individually, a "Blocker Company" and collectively, the "Blocker Companies") each merged with a merger subsidiary and subsequently merged into Definitive Healthcare Corp. Except for AIDH Management Holdings, LLC, members of AIDH Management Holdings, LLC, received a number of shares of Definitive Healthcare Corp. Class B Common Stock with no par value per share. The total shares of Class B Common Stock outstanding is equal to the number of LLC Units outstanding. AIDH Management Holdings, LLC is a special purpose investment vehicle through which certain persons, primarily our employees and certain legacy investors, indirectly hold interests in Definitive OpCo; the holders of interests in AIDH Management Holdings, LLC received a number of shares of Definitive Healthcare Corp. Class B Common Stock.

In connection with the Reorganization Transactions and the IPO, Definitive Healthcare Corp. entered into a tax receivable agreement. See Note 15. *Income Taxes*.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") and in conformity with rules applicable to quarterly financial information. The Financial Accounting Standards Board ("FASB") establishes these principles to ensure financial condition, results of operations, and cash flows are consistently reported. Any reference in these notes to applicable accounting guidance is meant to refer to the authoritative nongovernmental GAAP as found in the FASB Accounting Standards Codification ("ASC"). The condensed consolidated financial statements as of September 30, 2021 and for the three and nine months ended September 30, 2021 and 2020 are unaudited. Amounts for the period from January 1, 2020 through September 15, 2021 presented in the condensed consolidated

financial statements and notes to the condensed consolidated financial statements herein represent the historical operations of Definitive OpCo. The amounts as of September 30, 2021 and for the period from September 16, 2021 reflect the consolidated operations of Definitive Healthcare Corp. and its consolidated subsidiaries. All adjustments, consisting of normal recurring adjustments, except as otherwise noted, considered necessary for a fair presentation of the unaudited interim condensed consolidated financial statements for these interim periods have been included.

Refer to Note 2. *Summary of Significant Accounting Policies* of the Notes to the Consolidated Financial Statements in the Company's final prospectus dated September 14, 2021 filed with the Securities and Exchange Commission ("SEC") pursuant to Rule 424(b) of the Securities Act of 1933, as amended, on September 16, 2021 (the "IPO Prospectus") for the Company's accounting policies and estimates.

Adoption of Recently Issued Financial Accounting Standards

In August 2018, the FASB issued ASU No. 2018-15—*Intangibles — Goodwill and Other — Internal-Use Software (Subtopic 350-40), Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract*. This standard aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The amendment is effective for fiscal years beginning after December 15, 2020 and early adoption is permitted. The Company adopted the update effective January 1, 2021. The adoption did not have a material impact on the consolidated financial statements.

Recently-Issued Accounting Pronouncements Not Yet Adopted

In February 2016, the FASB issued ASU 2016-02—*Leases*. The new standard establishes a right-of-use ("ROU") model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than twelve months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The FASB has subsequently issued supplemental and/or clarifying ASUs inclusive of ASU 2020-05, which updated the effective date for certain non-public companies to annual reporting periods beginning after December 15, 2021. A modified retrospective transition approach is required for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, or by not adjusting the comparative periods and recording a cumulative effect adjustment as of the adoption date, with certain practical expedients available. The Company, as an Emerging Growth Company as defined by the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"), can elect to take the extended transition period and adopt the standard following guidance for non-public entities which are a part of the "all other" category.

The Company will adopt ASU 2016-02 and all associated amendments on the first day of fiscal 2022 (January 1st, 2022) which includes, as allowed under ASU 2018-11, the ability to recognize a cumulative-effect adjustment through opening retained earnings as of the date of adoption. The Company will elect the package of practical expedients permitted under the transition guidance, which allows the Company to carryforward its historical assessments of: (1) whether contracts are or contain leases, (2) lease classification and (3) initial direct costs. The Company will not elect the hindsight practical expedient. The Company will elect to use the practical expedient that allows the combination of lease and non-lease contract components in all of its underlying asset categories. The Company will also elect a policy of not recording leases on its condensed consolidated balance sheets when the leases have a term of 12 months or less and the Company is not reasonably certain to elect an option to renew the leased asset. The Company is currently evaluating the impact the adoption of this standard will have on its consolidated financial statements.

In June 2016, the FASB issued ASU No. 2016-13—*Financial Instruments – Credit Losses (Topic 326) – Measurement of Credit Losses on Financial Instruments.* This standard is intended to improve financial reporting by requiring earlier recognition of credit losses on financing receivables and other financial assets in scope, such as trade receivables. The amendment is effective for fiscal years beginning after December 15, 2022. The Company will adopt the update effective January 1, 2023 and does not expect the adoption of the standard to have a material impact on its consolidated financial statements.

In December 2019, the FASB issued ASU No. 2019-12—*Income Taxes (Topic 740), Simplifying the Accounting for Income Taxes.* This standard removes certain exceptions for investments, intra-period allocations and interim tax calculations and adds guidance to reduce complexity in accounting for income taxes. The amendment is effective for fiscal years beginning after December 15, 2021 and early adoption is permitted. The Company is currently evaluating the impact of this update on its consolidated financial position or results of operation.

In March 2020, the FASB issued ASU No. 2020-04—*Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. The amendments of ASU No. 2020-04 are effective for companies as of March 12, 2020 through December 31, 2022. An entity may elect to apply the amendments for contract modifications by Topic or Industry Subtopic as of any date from the beginning of an interim period that includes or is subsequent to March 12, 2020, or prospectively from a date within an interim period that includes or is subsequent to March 12, 2020, up to the date that the financial statements are available to be issued. The amendments in this update apply only to contracts, hedging relationships and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform and provide optional expedients and exceptions for applying U.S. GAAP to contracts, hedging relationships and other transactions affected by reference

rate reform if certain criteria are met. The Company is evaluating the impact that the amendments of this standard would have on its consolidated financial position or results of operations upon adoption.

3. Business Combinations

On October 27, 2020, the Company completed the purchase of all outstanding shares of Monocl for a total estimated consideration of $46.3 million, and up to $60 million, summarized as follows:

(in thousands)		
Cash consideration	$	18,307
Equity issuance		25,439
Contingent consideration		2,600
Purchase price	$	46,346

The assets acquired and liabilities assumed were recorded at their estimated fair values and the results of operations were included in the Company's consolidated results as of the acquisition date.

The contingent consideration performance targets for earnout payments are based on the contractual Annual Recurring Revenue ("ARR") for each of the twelve-month periods ending December 31, 2020 and December 31, 2021. Potential payouts range from $0 to $5.0 million and $0 to $10.0 million based on ARR of below $8.5 million to over $9.5 million and below $12.0 million to over $16.0 million for each of the twelve-month periods ending December 31, 2020 and 2021, respectively.

The Company estimated the fair value of contingent consideration to be $6.9 million and $5.2 million at September 30, 2021 and December 31, 2020, respectively, based on the achievement of 2020 ARR targets and the probability of achieving the 2021 targets. Refer to Note 9. *Fair Value Measurements* for more detail.

The purchase accounting for the Monocl acquisition was finalized as of December 31, 2020. The fair values assigned to tangible and identified intangible assets acquired and liabilities assumed were based on management's estimates and assumptions. The final allocation of the acquisition-date fair values of assets and liabilities as of December 31, 2020, was as follows:

(in thousands)		
Preliminary allocation:		**October 27, 2020**
Cash	$	2,774
Accounts receivable		788
Prepaid expenses and other current assets		614
Property and equipment		20
Intangible assets		18,900
Accounts payable and accrued expenses		(2,137)
Deferred revenue		(2,884)
Total assets acquired and liabilities assumed		18,075
Goodwill		28,271
Purchase price	$	46,346

The Company recorded goodwill, customer relationships, data, technology, and trademark of $28.3 million, $11.9 million, $3.0 million, $2.6 million and $1.4 million, respectively, as of the acquisition date. The goodwill recognized includes the fair value of the assembled workforce and any expected synergies gained through the acquisition. The Company determined that the goodwill resulting from the acquisition is not deductible for tax purposes.

Customer relationships represent the estimated fair value of the underlying relationships with the acquired entity's business customers and are amortized using the annual pattern of cash flows (economic value method) over the estimated 14-year life of this asset.

Data includes proprietary data on medical and scientific expert personnel. The technology recognized includes Monocl's existing technology and provides users with a cloud-based platform with millions of expert profiles generated using machine learning and tailored algorithms through an online platform. This technology provides the automated collection of content sources, data processing and augmentation, and ultimately the generation of contextually relevant and continuously updated expert profiles. The trademark represents the estimated fair value of the registered trademarks, logo and domain names associated with the Monocl

corporate brand. The data, technology, and trademark are amortized using the straight-line method over the estimated remaining useful life of 3 years, 8 years, and 19 years, respectively.

In connection with the acquisition, the Company recognized acquisition related costs of $0.4 million which were recorded within transaction expenses in the accompanying consolidated statements of income (loss).

The results of operations of Monocl are included in the Company's consolidated results since the date of acquisition. The revenue and net loss of Monocl reflected in the consolidated statements of operations for the year ended December 31, 2020 were $1.2 million and $1.6 million, respectively.

Unaudited Pro Forma Supplementary Data:

(in thousands)	Nine Months Ended September 30, 2020
Revenue	$ 91,750
Net loss	(43,763)

The pro forma net loss includes adjustments to amortization expense for the valuation of other intangible assets of $0.6 million and interest expense related to incremental borrowings used to finance the transaction of $0.8 million and for the nine months ended September 30, 2020. The unaudited pro forma supplementary data is provided for informational purposes only and should not be construed to be indicative of the Company's results of operations had the acquisition been consummated on the date assumed or of the Company's results of operations for any future date.

4. Revenue

The Company disaggregates revenue from its arrangements with customers by type of service as it believes these categories best depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

The following table represents a disaggregation of revenue from arrangements with customers for the three and nine months ended September 30, 2021 and 2020, respectively:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(in thousands)	2021	2020	2021	2020
Platform subscriptions	$ 42,780	$ 29,732	$ 118,545	$ 83,814
Professional services	304	341	1,296	845
Total revenue	$ 43,084	$ 30,073	$ 119,841	$ 84,659

The opening and closing balances of the Company's receivables, deferred contract costs and contract liabilities from contracts with customers are as follows:

(in thousands)	September 30, 2021	December 31, 2020
Accounts receivable, net	$ 27,886	$ 33,108
Deferred contract costs	5,359	2,947
Long-term deferred contract costs	9,388	5,952
Deferred revenues	70,179	61,200

Deferred Contract Costs

A summary of the activity impacting the deferred contract costs for the nine months ended September 30, 2021 and the year ended December 31, 2020 is presented below:

(in thousands)	September 30, 2021	December 31, 2020
Balance at beginning of period	$ 8,899	$ 2,885
Costs amortized	(3,195)	(1,670)
Additional amounts deferred	9,043	7,684
Balance at end of period	14,747	8,899
Classified as:		
Current	5,359	2,947
Non-current	9,388	5,952
Total deferred contract costs (deferred commissions)	$ 14,747	$ 8,899

Contract Liabilities

A summary of the activity impacting deferred revenue balances during the nine months ended September 30, 2021 and for the year ended December 31, 2020 is presented below:

(in thousands)	September 30, 2021	December 31, 2020
Balance at beginning of period	$ 61,200	$ 46,125
Revenue recognized	(119,841)	(118,317)
Additional amounts deferred	128,820	133,392
Balance at end of period	$ 70,179	$ 61,200

Remaining Performance Obligations

ASC 606 introduced the concept of transaction price allocated to the remaining performance obligations of a contract, which is different than unbilled deferred revenue under ASC 605. Transaction price allocated to remaining performance obligations represents contracted revenue that has not yet been recognized, which includes unearned revenue and unbilled amounts that will be recognized as revenue in future periods. Transaction price allocated to remaining performance obligations is influenced by several factors, including seasonality, the timing of renewals, and disparate contract terms. Revenue allocated to remaining performance obligations represents contracted revenue that has not yet been recognized, which includes unearned revenue and backlog. The Company's backlog represents installment billings for periods beyond the current billing cycle. The majority of the Company's noncurrent remaining performance obligations will be recognized in the next 13 to 36 months.

The remaining performance obligations consisted of the following:

(in thousands)	September 30, 2021	December 31, 2020
Current	$ 128,653	$ 114,284
Non-current	78,900	58,250
Total	$ 207,553	$ 172,534

5. Accounts Receivable

Accounts receivable consisted of the following:

(in thousands)	September 30, 2021	December 31, 2020
Accounts receivable	$ 28,243	$ 33,635
Unbilled receivable	496	329
	28,739	33,964
Less: allowance for doubtful accounts	(853)	(856)
Accounts receivable, net	$ 27,886	$ 33,108

6. Property and Equipment

Property and equipment consisted of the following:

(in thousands)	September 30, 2021	December 31, 2020
Computers and software	$ 4,455	$ 3,141
Furniture and equipment	1,580	1,109
Leasehold improvements	2,766	1,781
Construction and software development in process	—	128
	8,801	6,159
Less: accumulated depreciation and amortization	(4,104)	(2,911)
Property and equipment, net	$ 4,697	$ 3,248

Depreciation and amortization expense associated with property and equipment was $0.5 million and $0.3 million for the three months ended September 30, 2021 and 2020, respectively, and $1.2 million and $0.8 million for the nine months ended September 30, 2021 and 2020, respectively.

7. Goodwill and Intangible Assets

The carrying amounts of goodwill and intangible assets, as of September 30, 2021 and December 31, 2020, consist of the following:

	September 30, 2021		
(in thousands)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Finite-lived intangible assets:			
Customer relationships	$ 370,030	$ (84,159)	$ 285,871
Developed technologies	51,100	(15,648)	35,452
Tradenames	35,500	(4,510)	30,990
Database	42,656	(28,246)	14,410
Total finite-lived intangible assets	499,286	(132,563)	366,723
Goodwill	1,261,444	—	1,261,444
Total goodwill and Intangible assets	$ 1,760,730	$ (132,563)	$ 1,628,167

	December 31, 2020		
(in thousands)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Finite-lived intangible assets:			
Customer relationships	$ 370,030	$ (58,097)	$ 311,933
Developed technologies	51,100	(10,218)	40,882
Tradenames	35,500	(2,952)	32,548
Database	42,656	(17,782)	24,874
Total finite-lived intangible assets	499,286	(89,049)	410,237
Goodwill	1,261,444	—	1,261,444
Total goodwill and Intangible assets	$ 1,760,730	$ (89,049)	$ 1,671,681

Amortization expense associated with finite-lived intangible assets was $14.7 million and $14.6 million for the three months ended September 30, 2021 and 2020, respectively, of which $5.4 million and $4.8 million was included in cost of revenue for the respective periods. Amortization expense associated with finite-lived intangible assets was $43.5 million for both the nine months ended September 30, 2021 and 2020, of which $15.9 million and $14.3 million was included in cost of revenue for the respective periods.

There were no changes to the carrying amount of goodwill in the nine months ended September 30, 2021.

The Company determined it had one reporting unit. There was no impairment of goodwill in the nine months ended September 30, 2021 or 2020.

8. Long-Term Debt

Long-term debt consisted of the following as of September 30, 2021 and December 31, 2020, respectively:

	September 30, 2021		
(in thousands)	Principal	Unamortized debt issuance costs / financing costs	Total debt, net
2021 Term Loan	$ 275,000	$ (2,737)	$ 272,263
Less: current portion of long-term debt			6,875
Long-term debt			$ 265,388

(in thousands)	December 31, 2020 Principal	Unamortized debt issuance costs / financing costs	Total debt, net
2019 Term Loan	$ 444,375	$ (10,865)	$ 433,510
Paid in kind interest on 2019 Term Loan	10,412	—	10,412
2019 Delayed Draw Term Loan	17,955	—	17,955
Total debt	$ 472,742	$ (10,865)	$ 461,877
Less: current portion of long-term debt			4,680
Long-term debt			$ 457,197

On September 17, 2021, the Company repaid the outstanding principal balances of the 2019 Term Loan, as described below, of $442.1 million, paid in kind interest, as described below, of $10.4 million, 2019 Delayed Draw Term Loan, as described below, of $17.9 million and related accrued interest payable of $4.2 million totaling $474.6 million using the proceeds from the 2021 Term Loan, as described below, of $275.0 million and net proceeds of the IPO of $199.6 million, inclusive of accrued interest expense. The effective interest rate for these loans under the 2019 Credit Agreement, as described below, was 6.25% as of the repayment date. The Company recognized a $9.9 million loss on the extinguishment of debt relating to the write off of unamortized debt issuance costs.

2021 Credit Agreement

On September 17, 2021, Definitive Healthcare Holdings, LLC, a Delaware limited liability company ("DH Holdings"), an indirect subsidiary of Definitive Healthcare Corp., entered into a credit agreement (the "2021 Credit Agreement") with Bank of America, N.A., as administrative agent, the other lenders party thereto and the other parties specified therein. The 2021 Credit Agreement provides for (i) a $275.0 million term loan A facility (the "2021 Term Loan") and (ii) a $75.0 million revolving credit facility (the "2021 Revolving Line of Credit" and, together with the 2021 Term Loan, collectively, the "2021 Credit Facilities"), the proceeds of which were used to repay a portion of the indebtedness outstanding under the 2019 Credit Agreement (as described below). Both the 2021 Term Loan and the 2021 Revolving Line of Credit mature on September 17, 2026. The 2021 Credit Facilities include customary affirmative, negative and financial covenants. The 2021 Credit Facilities are guaranteed by all of DH Holdings's wholly-owned domestic restricted subsidiaries and AIDH Buyer, LLC, a Delaware limited liability company and the direct parent company of DH Holdings, in each case, subject to customary exceptions, and are secured by a lien on substantially all of the assets of DH Holdings and the guarantors, including a pledge of the equity of DH Holdings, in each case, subject to customary exceptions.

The 2021 Term Loan is subject to annual amortization of principal, payable in equal quarterly installments on the last day of each fiscal quarter, commencing on December 31, 2021 (the "Initial Amortization Date"), equal to approximately 2.5% per annum of the principal amount of the term loans in the first year and second year after the Initial Amortization Date and approximately 5.0% per annum of the principal amount of the term loans in the third year, fourth year and fifth year after the Initial Amortization Date. A balloon payment of approximately $220.0 million will be due at the maturity of the 2021 Term Loan. There was $275.0 million outstanding on the 2021 Term Loan at September 30, 2021.

DH Holdings is required to pay the lenders under the 2021 Credit Agreement an unused commitment fee of between 0.25% and 0.30% per annum on the undrawn commitments under the 2021 Revolving Line of Credit, depending on the total net leverage ratio, quarterly in arrears. The expense is included in interest expense in the statements of operations. There was no outstanding balance on the 2021 Revolving Line of Credit at September 30, 2021.

For both the 2021 Term Loan and 2021 Revolving Line of Credit, DH Holdings may elect from several interest rate options based on the LIBO Rate or the Base Rate plus an applicable margin. The applicable margin will be based on the total leverage ratio beginning in the fiscal year ended December 31, 2022. As of September 30, 2021, the effective interest rate was 2.37%.

In connection with the 2021 Credit Agreement, the Company capitalized financing costs totaling $3.5 million, $2.8 million for the 2021 Term Loan facility and $0.8 million for the 2021 Revolving Line of Credit. The financing costs associated with the 2021 Term Loan facility are recorded as a contra-debt balance in Term loan, net of current portion in the condensed consolidated balance sheets and are amortized over the remaining life of the loan using the effective interest method. The financing costs associated with the 2021 Revolving Line of Credit are recorded in Other assets in the condensed consolidated balance sheet are are amortized over the life of the arrangement.

2019 Credit Agreement

On July 16, 2019, DH Holdings entered into a credit agreement (the “2019 Credit Agreement”) by and among DH Holdings, the lenders party thereto and Owl Rock Capital Corporation, as administrative agent. Under the 2019 Credit Agreement, a $450.0 million term loan facility (the “2019 Term Loan”), a $100.0 million delayed draw term loan facility (the “2019 Delayed Draw Term Loan”) and a $25.0 million revolving line of credit (the “2019 Revolving Line of Credit”) were made available to DH Holdings. The 2019 Credit Agreement included customary affirmative, negative and financial covenants. All facilities under the 2019 Credit Agreement

were guaranteed, by DH Holdings's wholly-owned domestic restricted subsidiary, Definitive Healthcare LLC, a Massachusetts limited liability company and AIDH Buyer, LLC, a Delaware limited liability company and the direct parent company of DH Holdings, and were secured by a lien on substantially all of the assets of DH Holdings and the guarantors, including a pledge of the equity of DH Holdings, in each case, subject to customary exceptions.

The 2019 Term Loan had a maturity date of July 16, 2026 and was issued with an original issue discount of $11.3 million and amortized to interest expense over the term of the agreement using the effective interest method. Interest on a portion of the loan ($100.0 million of the $450.0 million principal amount) was treated as paid in kind and added to the principal balance to be paid off at maturity. DH Holdings could elect from several interest rate options based on the Eurodollar Rate or the Base Rate plus an applicable margin. Quarterly principal payments of $1.1 million began in December 2019 and were required through the 2019 Term Loan's maturity, at which time a balloon payment of $419.6 million, excluding the paid in kind portion, was due. The paid in kind interest was payable on the maturity date. 2019 Term Loan was subject to excess cash flow payments annually beginning in the fiscal year ended December 31, 2020 based on the total leverage ratio. There was $454.8 million outstanding on the 2019 Term Loan at December 31, 2020, including $10.4 million of paid in kind interest. The effective interest rate for the 2019 Term Loan and paid in kind effective interest was 6.50% at December 31, 2020.

The 2019 Delayed Draw Term Loan had a maturity of July 16, 2026. The 2019 Delayed Draw Term Loan was issued with an original issue discount of $1.3 million. DH Holdings could draw down funds under the 2019 Delayed Draw Term Loan until July 16, 2021. As of December 31, 2020, DH Holdings drew $18.0 million on the 2019 Delayed Draw Term Loan, in connection with the Monocl acquisition. DH Holdings could elect from several interest rate options based on the Eurodollar Rate or the Base Rate plus an applicable margin. Quarterly in arrears through July 16, 2021, DH Holdings was required to pay the bank a fee equal to 1% per annum of the amount of the 2019 Delayed Draw Term Loan unused capacity. Quarterly principal payments began in December 2020 in quarterly installments equal to 0.25% of the aggregate amount outstanding on the 2019 Delayed Draw Term Loan, and are required through the note's maturity, at which time a payment of the entire outstanding principal balance will be due. The outstanding balance on the 2019 Delayed Draw Term Loan was $18.0 million at December 31, 2020. The effective interest rate for the 2019 Delayed Draw Term Loan was 6.50% at December 31, 2020.

The 2019 Revolving Line of Credit had a maturity of July 16, 2024. DH Holdings could elect from several interest rate options based on the Eurodollar Rate or the Base Rate plus an applicable margin. During 2020, $25.0 million was drawn on the 2019 Revolving Line of Credit and subsequently paid back in 2020. There was no outstanding balance on the 2019 Revolving Line of Credit at December 31, 2020. No draws on the 2019 Revolving Line of Credit were made in 2021 and the 2019 Credit Agreement was terminated on September 17, 2021.

In connection with the 2019 Credit Agreement, the Company originally capitalized financing costs totaling $14.1 million, $13.4 million for the 2019 Term Loan and $0.7 million for the 2019 Revolving Line of Credit. In October 2020, the Company capitalized an additional $0.2 million in financing costs associated with the 2019 Delayed Draw Term Loan borrowing. These financing costs were recorded as deferred financing costs in the condensed consolidated balance sheets and amortized over the remaining lives of the respective borrowing using the effective interest method. The Company expensed capitalized financing costs for the 2019 Credit Agreement through interest expense of $0.4 million and $0.5 million for the three months ended September 30, 2021 and 2020, respectively, and $1.5 million for the nine months ended September 30, 2021 and 2020, respectively. At December 31, 2020, the unamortized financing costs for the 2019 Revolving Line of Credit of $0.5 million was classified in other assets in the consolidated balance sheet.

9. Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures* ("ASC 820"), defines fair value as the price that would be received for an asset, or paid to transfer a liability, in an orderly transaction between market participants on the measurement date, and establishes a three-level fair value hierarchy that prioritizes the inputs used to measure fair value.

The Company's financial assets and liabilities subject to the three-level fair value hierarchy consist principally of cash and equivalents, accounts receivable, accounts payable, long-term and short-term debt and contingent consideration payable. The estimated fair value of cash and equivalents, accounts receivable and accounts payable approximates their carrying value due to due to their short maturities (less than 12 months).

The Company's short- and long-term debt are recorded at their carrying values in the consolidated balance sheets, which may differ from their respective fair values. The carrying values and estimated fair values of the Company's short- and long-term debt approximate their carrying values as of December 31, 2020, and 2019, based on interest rates currently available to the Company for similar borrowings.

The contingent consideration, which resulted from the earn-outs associated with the Monocl acquisition, is measured at fair value on a recurring basis. The fair value was estimated using a variation of the income approach, known as the real options method, where ARR was simulated in a risk-neutral framework using Geometric Brownian Motion, a well-accepted model of stock price behavior that is used in option pricing models such as the Black-Scholes option pricing model. The risk-neutral expected

(probability-weighted) earnout payments were then calculated based on simulation results. An increase to a probability of achievement would result in a higher fair value measurement. At September 30, 2021 and December 31, 2020, the fair value of the contingent consideration was estimated at $6.9 million and $5.2 million, respectively. The current portion of the earn-out liability ($6.9 million and $1.5 million at September 30, 2021 and December 31, 2020, respectively) is included in accrued expenses and other current liabilities on the consolidated balance sheets, and the non-current portion (nil at September 30, 2021 and $3.7 million at December 31, 2020) in other long-term liabilities. A payment of $1.5 million was made in April 2021.

Earn-out liabilities are classified within Level 3 in the fair value hierarchy because the methodology used to develop the estimated fair value includes significant unobservable inputs reflecting management's own assumptions. The valuation techniques and significant unobservable inputs used in recurring Level 3 fair value measurements were as follows as of September 30, 2021 and December 31, 2020:

(in thousands)	Fair Value	Valuation Technique	Unobservable Inputs	Discount Rate
Earn-out liabilities	$ 6,905	Income Approach (Real Option Method)	Discount rate	2.38 %

The table below presents a reconciliation of earnout liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3):

(in thousands)	September 30, 2021	December 31, 2020
Balance at beginning of period	$ 5,236	$ —
Additions	—	2,600
Net change in fair value and other adjustments	3,169	2,636
Payments	(1,500)	—
Balance at end of period	$ 6,905	$ 5,236

Adjustments to the earn-out liabilities in periods subsequent to the completion of acquisitions were made using scenario-based modeling to estimate the probability of achievement and are reflected within transaction expenses in the condensed consolidated statements of operations. As of September 30, 2021, the Company had the potential to make a maximum of $10.0 million and a minimum of $0.0 million (undiscounted) in earn-out payments. Assuming the achievement of the applicable performance criteria, these earn-out payments will be made in April 2022.

Certain assets and liabilities, including property, plant and equipment, goodwill and other intangible assets, are measured at fair value on a non-recurring basis. These assets are remeasured when the derived fair value is below the carrying value on the Company's consolidated balance sheet. For these assets, the Company does not periodically adjust carrying value to fair value except in the event of impairment. When impairment has occurred, the Company measures the required charges and adjusts the carrying value as discussed in Note 2. *Summary of Significant Accounting Policies* of the Notes to the Consolidated Financial Statements in the Company's IPO Prospectus.

10. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following:

(in thousands)	September 30, 2021	December 31, 2020
Payroll and payroll-related	$ 7,246	$ 7,792
Accrued interest	233	5,365
Contingent consideration, current	6,905	1,500
Sales taxes	1,146	649
Deferred rent	112	583
Other	3,654	1,432
Accrued expenses and other current liabilities	$ 19,296	$ 17,321

11. Commitments and Contingencies

The Company leases office facilities in Massachusetts, Vermont and Sweden, the terms of which expire at various times through the year 2030. In 2019, the Company signed a new office lease agreement which commenced in 2020 and will continue through 2027.

Total rent expense for the three and nine months ended September 30, 2021 was $0.7 million and $2.1 million, respectively, and rent expense for the three and nine months ended September 30, 2020 was $0.5 million and $1.4 million, respectively. Rent expense was classified in selling, general, and administrative expense in the condensed consolidated statements of operations for all periods presented.

12. Stockholders' Equity and Members' Equity

The Company has Class A Common Stock, Class B Common Stock and Preferred Stock. Holders of outstanding shares of Class A Common Stock and Class B Common Stock will vote as a single class on all matters on which stockholders are entitled to vote generally, except as otherwise required by law. Class B Common Stock issued to holders of Definitive OpCo Units that are unvested shall have no vote per share until such time as such Units have vested.

Class A Common Stockholders are entitled to receive dividends, if declared by our board of directors out of legally available funds. Upon our liquidation, dissolution or winding up and after payment in full of all amounts required to be paid to creditors and to the holders of Preferred Stock having liquidation preferences, if any, the holders of shares of our Class A Common Stock will be entitled to receive pro rata our remaining assets available for distribution.

Class B Common Stockholders are not entitled to economic interests in Definitive Healthcare Corp. and do not have any right to receive dividends or to receive a distribution upon a liquidation or winding up of Definitive Healthcare Corp.

Shares of Preferred Stock have not been issued at September 30, 2021. The board of directors may authorize one or more series of Preferred Stock (including convertible Preferred Stock) and will determine, with respect to any series of Preferred Stock, the voting rights, preferences, participation, or other special rights and limitations.

Under the Amended Definitive OpCo LLC Agreement, the holders of LLC Units have the right to require Definitive OpCo to exchange all or a portion of their LLC Units for newly issued shares of Class A Common Stock, which may consist of unregistered shares, on a one-for-one basis (subject to customary adjustments, including for stock splits, stock dividends and reclassifications). Shares of Class B Common Stock and their corresponding LLC Units will be canceled on a one-for-one basis once an exchange has been completed.

As described in Note 1. *Description of Business*, the Company was formed by Advent International ("Advent") for the purpose of acquiring Definitive Holdco. Upon formation of the Company, two classes of units were established: Class A Units (“Class A Units”) and Class B Units (“Class B Units”), collectively "the Units".

The table below provides a summary of the number of Class A and Class B units authorized, issued and outstanding as of December 31, 2020, respectively.

	December 31, 2020
Class A units:	
Authorized, issued and outstanding Class A units	130,245,990
Class B units:	
Authorized Class B units	8,088,877
Issued Class B units	3,720,063
Outstanding Class B units (Vested Class B units)	474,920

During 2021, the Company issued 363,516 new Class A units worth $5.8 million, consisting of a capital contribution of $5.5 million and equity-based compensation expense of $0.3 million. Refer to Note 13. *Equity-Based Compensation* for more detail on Class B units.

13. Equity-Based Compensation

Equity-based compensation expense is allocated to all departments in the accompanying condensed consolidated statements of operations based on the recipients of the compensation. A summary of the expense by line item in the consolidated statements of operations for the three and nine months ended September 30, 2021 and 2020, respectively, is provided in the following table.

	Three Months Ended September 30,		Nine Months Ended September 30,	
(in thousands)	2021	2020	2021	2020
Cost of revenue	$ 48	$ 16	$ 79	$ 46
Sales and marketing	326	132	567	380
Product development	187	93	341	267
General and administrative	1,756	217	3,351	637
Total compensation expense	$ 2,317	$ 458	$ 4,338	$ 1,330

2021 Equity Incentive Plan

As of September 15, 2021, in connection with its IPO, the Company adopted the Definitive Healthcare Corp. 2021 Equity Incentive Plan (the "2021 Plan"). The types of grants available under the 2021 Plan include stock options (both incentive and non-qualified), stock appreciation rights ("SARs"), restricted stock awards ("RSAs"), restricted stock units ("RSUs"), and stock-based awards.

The aggregate number of shares of Class A Common Stock available for grant under the 2021 Plan was 8,989,039 shares at September 30, 2021. As of September 30, 2021, 1,464,681 RSUs have been granted under the 2021 Plan. The outstanding RSUs have time-based and/or performance-based vesting criteria. Outstanding time-based RSUs generally vest partially on the one year anniversary of each grant and quarterly over the subsequent two- or three-year period. Outstanding performance-based RSUs vest annually over three years upon the achievement of certain performance targets and continued service, the measurement period for which begins January 1, 2022. As such, no stock-based compensation expense associated with performance-based RSUs was recorded in the third quarter of 2021.

The following table summarizes the Company's unvested time-based and performance-based RSU activity for the nine months ended September 30, 2021.

	Time-Based		Performance-Based	
	Restricted Stock Units	Weighted Average Grant Date Fair Value	Restricted Stock Units	Weighted Average Grant Date Fair Value
Unvested at beginning of period	—	$ -	—	$ -
Granted	1,300,328	$ 27.00	164,353	$ 27.00
Vested	—	$ -	—	$ -
Forfeited	(2,656)	$ 27.00	—	$ -
Unvested at end of period	1,297,672	$ 27.00	164,353	$ 27.00

The Company recognized $0.4 million in stock-based compensation expense associated with RSUs granted in 2021. Total unrecognized expense was estimated to be $39.1 million for both time-based vesting and performance-based vesting awards at September 30, 2021, to be recognized over a weighted-average period of approximately 4.0 years.

2019 Equity Incentive Plan

In July 2019, the Company and its Board of Members approved the 2019 Equity Incentive Plan ("the 2019 Plan") under which the Parent Company had reserved approximately 8,088,877 Class B Units (the "2019 Incentive Equity Pool"). The 2019 Incentive Equity Pool was utilized for the issuance of units to employees, consultants, directors, managers, or others providing services to the Company pursuant to Board of Members approval. These interests were considered profit interests, which, in general, entitle the holder of the unit to a pro rata share of the increase in value of the unit over the base value determined at the award date and were subject to such vesting and other restrictions as the Board of Members deemed appropriate. Any units forfeited or repurchased were available for future grants under the 2019 Incentive Equity Pool.

The units had time-based and/or performance-based vesting criteria. Generally, the time-based units vested in equal annual installments over a four-year period on the anniversary date of the vest date. The performance-based units vested based on the achievement of specified returns on investments upon a change of control or qualifying event, as defined in the agreement. In connection with the IPO, performance-based forfeiture conditions for unvested units were waived through a modification of the awards and, after the IPO, all such unvested awards became subjected to time-vesting over three years from the IPO Date. As a result of the modification of the terms of such performance-vesting awards, we recorded compensation expense based on the fair value of the units that otherwise would have been forfeited, using the IPO price of $27.00 per share. The total compensation expense related to

modification was $9.0 million, which will be recognized over the respective remaining service periods. The Company recorded $0.2 million in stock-based compensation expense associated with these performance-vesting units in the third quarter of 2021.

In connection with the retirement of an executive officer, the Company accelerated the vesting of 24,049 unvested time-vesting Class B units and 48,099 of his unvested performance-vesting Class B units. The Company recorded incremental compensation expense of approximately $1.9 million during the third quarter 2021. Upon separation, the remaining 72,149 in Class B units were forfeited.

Effective September 15, 2021, the Company will no longer grant any awards under the 2019 Plan, though previously granted awards under the 2019 Plan remain outstanding and governed by the 2019 Plan, except for the modifications discussed above.

For awards granted in the 2019 Plan, the Company assessed the fair value of the awards as of the grant date. The fair value of the units was estimated using a two-step process. First, the Company's enterprise value was established using generally accepted valuation methodologies, including discounted cash flow analysis, guideline comparable public company analysis, and comparable transaction method. Second, the enterprise value was allocated among the securities that comprise the capital structure of the Company using an option-pricing method based on the Black-Scholes model. For performance-based units, the Company used a Monte Carlo simulation analysis, which captures the impact of the performance vesting conditions to value the performance-based units. The use of the Black-Scholes model and the Monte Carlo simulation requires the Company to make estimates and assumptions, such as expected volatility, expected term and expected risk-free interest rate. Significant assumptions used to estimate the fair value of units were as follows, which were the same between service-based and performance-based shares:

	September 15, 2021	December 31, 2020
Expected option term	0.30 - 0.70 years	5.5 years
Risk-free rate of return	0.01% - 0.06%	1.73%
Applied volatility	30%	35%

In connection with the Reorganization Transactions and the IPO, unvested Class B Units held directly by employees of the Company or indirectly through Definitive OpCo, were exchanged for unvested Definitive OpCo units based on their respective participation thresholds and the IPO price of $27.00 per share. The time-based units issued upon the exchange remain subject to the same service vesting requirements as the original Class B Units. The pre-IPO performance-based units were exchanged for time-based units and will vest over a three-year period beginning on the date of the IPO. The following table summarizes the Company's unvested time-based and performance-based unit activity from January 1, 2021 through September 30, 2021.

	Time-Based		Performance-Based	
	Non-Vested Units	Weighted Average Grant Date Fair Value	Non-Vested Units	Weighted Average Grant Date Fair Value
Non-vested at December 31, 2020	1,404,720	$ 3.65	1,840,423	$ 2.35
Granted	1,477,323	1.41	1,177,308	0.41
Vested	(437,731)	3.64	—	—
Forfeited	(13,770)	3.65	(18,361)	2.35
Non-vested at September 15, 2021	2,430,542	$ 2.29	2,999,370	$ 1.59
Effect of Reorganization Transactions and IPO	(1,165,679)	2.08	(1,318,171)	1.39
Performance-based units exchanged for time-based units	1,681,199	1.74	(1,681,199)	1.74
Vested	(74,049)	2.75	—	—
Forfeited	(72,149)	2.78	—	—
Non-vested at September 30, 2021	2,799,864	$ 2.02	—	$ —

In connection with the Reorganization Transactions and the IPO, 912,651 vested Class B Units held directly by employees of the Company or indirectly through Definitive OpCo were exchanged into 578,217 vested Definitive OpCo units based on their respective participation thresholds and the IPO price of $27.00 per share.

The Company recorded $0.6 million and $1.5 million in stock-based compensation expense associated with time-based units in the three and nine months ended September 30, 2021, respectively. The Company recorded $0.5 million and $1.3 million in stock-based compensation expense associated with unexchanged time-based units in the three and nine months ended September 30, 2020, respectively. At September 30, 2021, the Company had approximately $18.4 million of unrecognized unit-based compensation expense for unvested time-based units, including those that were exchanged for time-based units at IPO. The expense, which will be recorded under the terms of the 2019 Plan, is expected to be recognized over a weighted-average period of approximately 2.8 years.

14. Retirement Plan

The Company has a 401(k) plan covering all employees who have met certain eligibility requirements. The Company incurred $0.6 million and $1.7 million in employer matching contributions during the three and nine months ended September 30, 2021, respectively, and $0.4 million and $1.1 million during the three and nine months ended September 30, 2020, respectively .

15. Income Taxes

As described in Note 1. *Business Organization* and Note 12. *Stockholders' Equity and Members' Equity*, as a result of the IPO, Definitive Healthcare Corp. began consolidating the financial results of Definitive OpCo. Definitive OpCo is treated as a partnership for U.S. federal and most applicable state and local income tax purposes. As a partnership, Definitive OpCo is not subject to U.S. federal and certain state and local income taxes. Any taxable income or loss generated by Definitive OpCo is passed through to and included in the taxable income or loss of its members, including Definitive Healthcare Corp., based on its economic interest held in Definitive OpCo. Definitive Healthcare Corp. was formed on May 5, 2021 and did not engage in any operations prior to the IPO. Definitive Healthcare Corp. is taxed as a corporation and is subject to U.S. federal, state, and local income taxes with respect to its allocable share of any taxable income or loss of Definitive OpCo, as well as such taxes on any stand-alone income or loss generated by Definitive Healthcare Corp. The Company has recorded an immaterial amount of tax expense associated with corporations owned by Definitive OpCo within general and administrative expense.

As of September 30, 2021, management performed an assessment of the recoverability of deferred tax assets. Management determined, based on the accounting standards applicable to such assessment, that sufficient negative evidence to conclude it was more likely than not that its deferred tax assets would not be realized and has recorded a valuation allowance against substantially all of its deferred tax assets. In the event that management determines the Company would be able to realize its deferred tax assets in the future in excess of their net recorded amount, an adjustment to the valuation allowance would be made which would reduce the provision for income taxes.

As of September 30, 2021 the Company has a net deferred tax liability of $71.3 million which was recorded through equity as part of the Reorganization Transactions. The net deferred tax liability principally relates to taxable temporary differences that cannot be considered a source of income to recover the deferred tax assets due to attribute limitation rules.

The Company recognizes uncertain income tax positions when it is more-likely-than-not the position will be sustained upon examination. As of September 30, 2021 and December 31, 2020, the Company has not identified any uncertain tax positions and has not recognized any related reserves. The Company's effective tax rate was (0.3)% and 0.0% for the three months ended September 30, 2021 and 2020, respectively, and (0.3)% and 0.0% for the nine months ended September 30, 2021 and 2020, respectively.

Tax Receivable Agreement

Pursuant to the Company's election under Section 754 of the Internal Revenue Code (the "Code"), the Company expects to obtain an increase in its share of the tax basis in the net assets of Definitive OpCo when LLC Interests are redeemed or exchanged by other members. The Company plans to make an election under Section 754 of the Code for each taxable year in which a redemption of exchange of LLC Interest occurs. The Company intends to treat any redemptions and exchanges of LLC Interest as direct purchases of LLC Interests for U.S. federal income tax purposes. These increases in tax basis may reduce the amounts that would otherwise be paid in the future to various tax authorities. They may also decrease gains (or increase losses) on future dispositions of certain assets to the extent tax basis is allocated to those assets.

In connection with the IPO, the Company entered into a Tax Receivable Agreement ("TRA") and recorded a liability under the TRA of $146.1 million as of September 30, 2021 through equity as part of the Reorganization Transactions. Under the TRA, the Company generally will be required to pay certain of our pre-IPO owners 85% of the amount of cash savings, if any, in U.S. federal, state, or local tax that the Company actually realizes directly or indirectly (or is deemed to realize in certain circumstances) as a result of (i) certain tax attributes created as a result of any sales or exchanges (as determined for U.S. federal income tax purposes) to or with the Company of their interests in Definitive OpCo, including any basis adjustment relating to the assets of Definitive OpCo, (ii) certain favorable tax attributes acquired by the Company from the Blocker Companies in the Reorganization Transactions (including net operating losses and the unamortized portion of the increase in tax basis in the tangible and intangible assets of Definitive OpCo resulting from the prior acquisitions of interests in Definitive OpCo by the Blocker Companies), and (iii) tax benefits attributable to payments made under the TRA. The Company expects to benefit from the remaining 15% of any tax benefits that it may realize. To the extent that the Company is unable to timely make payments under the TRA for any reason, such payments generally will be deferred and will accrue interest until paid. No amounts are expected to be paid within the next 12 months.

16. Loss Per Share

Basic net loss per share of Class A Common Stock is computed by dividing net income attributable to Definitive Healthcare Corp. by the weighted-average number of shares of Class A Common Stock outstanding during the period, excluding unvested equity awards and subsidiary member units not exchanged. Diluted earnings per share of Class A Common Stock is calculated by dividing

net income attributable to Definitive Healthcare Corp, adjusted for the assumed exchange of all potentially dilutive securities by the weighted-average number of shares of Class A Common Stock outstanding.

Prior to the IPO, the Definitive OpCo membership structure included Class A and Class B member units. The Company analyzed the calculation of earnings per unit for periods prior to the IPO and determined that it resulted in values that would not be meaningful to the users of these unaudited consolidated financial statements. Therefore, earnings per share information has not been presented for the three and nine months ended September 30, 2020.

The following table sets forth reconciliations of the numerators and denominators used to compute basic and diluted net loss per share of Class A Common Stock for the three- and nine-months ended September 30, 2021. The basic and diluted earnings per share for the three- and nine-months ended September 30, 2021 reflects only the period from September 15, 2021 to September 30, 2021, which represents the period wherein the Company had outstanding Class A Common Stock.

(in thousands)	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2021
Numerator:		
Net loss	$ (20,966)	$ (46,493)
Less: Net loss attributable to Definitive OpCo before Reorganization Transactions	(7,816)	(33,343)
Less: Net loss attributable to noncontrolling interests	(5,172)	(5,172)
Net loss attributable to Definitive Healthcare Corp.	$ (7,978)	$ (7,978)

The following table sets forth the computation of basic and diluted net loss per share of Class A Common Stock (per share amounts unaudited):

(in thousands, except number of shares and per share amounts)	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2021
Basic net loss per share attributable to common stockholders		
Numerator:		
Allocation of net loss attributable to Definitive Healthcare Corp.	$ (7,978)	$ (7,978)
Weighted average number of shares of Class A outstanding	88,263,333	88,263,333
Net loss per share, basic and diluted	$ (0.09)	$ (0.09)

Shares of the Company's Class B Common Stock do not participate in the earnings or losses of Definitive Healthcare Corp. and are therefore not participating securities. As such, separate presentation of basic and diluted earnings per share of Class B Common Stock under the two-class method has not been presented.

The following table presents potentially dilutive securities excluded from the computation of diluted net loss per share for the period presented because their effect would have been anti-dilutive:

	Nine Months Ended September 30, 2021
Definitive OpCo Units	57,192,893

17. Segment and Geographic Data

The Company operates as one operating segment. Operating segments are defined as components of the Company for which separate financial information is available and evaluated regularly by the Company's chief operating decision maker in deciding how to allocate resources and in assessing performance. The chief operating decision maker for the Company is the chief executive officer. The chief executive officer reviews financial information presented on a consolidated basis, accompanied by information about revenue by type of service and geographic region, for purposes of allocating resources and evaluating financial performance.

Revenues by geographic area presented based upon the location of the customer are as follows:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
(in thousands)	2021	2020	2021	2020
United States	$ 40,863	$ 30,073	$ 114,339	$ 84,659
Rest of world	2,221	—	5,502	—
Total revenues	$ 43,084	$ 30,073	$ 119,841	$ 84,659

For a summary of our revenue disaggregated by service, refer to Note 4. *Revenue*.

Long-lived assets by geographical region are based on the location of the legal entity that owns the assets. Long-lived assets by geographic area presented based upon the location of the assets are as follows:

(in thousands)	September 30, 2021	December 31, 2020
United States	$ 4,311	$ 3,120
Rest of world	386	128
Total long-lived assets	$ 4,697	$ 3,248

18. Related Parties

The Company has engaged in revenue transactions within the ordinary course of business with entities affiliated with its private equity sponsors and with members of the Company's board of directors. During each of the nine months ended September 30, 2021 and 2020 the Company recorded revenue of $0.7 million and $0.6 million, respectively. The associated receivable for the revenue transactions amounted to $0.1 million and $0.7 million at September 30, 2021 and December 31, 2020, respectively.

The Company reimburses its private equity sponsors for services and any related travel and out-of-pocket expenses. During the nine months ended September 30, 2021, the Company had expenses for services, travel and out-of-pocket expenses to its private equity sponsors of $0.2 million and was not material for the nine months ended September 30, 2020. The associated payable for the service transactions was not material at September 30, 2021 and December 31, 2020.

On September 17, 2021, Definitive OpCo entered into an agreement to reimburse approximately $0.9 million in aggregate documented expenses incurred by Advent International, 22C Capital LLC ("22C Capital"), Spectrum Equity Management, L.P. ("Spectrum Equity"), Jason Krantz and MHDH AB and in connection with the Reorganization Transactions. The amounts were included in accrued expenses and other current liabilities as of September 30, 2021 and are expected to be paid in the fourth quarter of 2021.

During the second quarter of 2021, the Company issued 363,516 new Class A units worth $5.8 million to members of the Company's board of directors. Further, in connection with Definitive Healthcare's IPO, the underwriters reserved 5% of the common shares for sale at the initial offering price to the Company's directors, officers and selected senior managers (the "Directed Share Program"). Richard Booth and Samuel A. Hamood participated in the Directed Share Program and purchased 7,407 and 37,037 shares of Class A Common Stock, respectively.

19. Noncontrolling Interest

Definitive Healthcare Corp. operates and controls all of the business and affairs of Definitive OpCo, and through Definitive OpCo and its subsidiaries, conducts its business. Accordingly, Definitive Healthcare Corp. consolidates the financial results of Definitive OpCo, and reports the noncontrolling interests of its consolidated subsidiaries on its consolidated financial statements based on the Definitive OpCo Units held by Continuing LLC Members. Changes in Definitive Healthcare Corp.'s ownership interest in its consolidated subsidiaries are accounted for as equity transactions. As such, future redemptions or direct exchanges of OpCo Units by Continuing LLC Members will result in a change in ownership and reduce or increase the amount recorded as Noncontrolling interests and increase or decrease Additional paid-in capital in the Company's Condensed Consolidated Balance Sheets.

As of September 30, 2021, Definitive Healthcare Corp. held 88,263,333 units in the Definitive OpCo resulting in an ownership interest of 60.7%.

20. Subsequent Events

Robert Musslewhite was appointed as President of Definitive Healthcare Corp. effective October 7, 2021. In connection with his appointment, Mr. Musslewhite entered into an employment agreement pursuant to which, he will be paid an annual base salary of $0.4 million. Mr. Musslewhite's annual bonus will equal 68% of his pro-rated base salary calculated from the effective date of his employment agreement. In future years, Mr. Musslewhite will be eligible to receive an annual bonus of up to 68% of his base salary, determined in the sole discretion of the Board, and will be able to participate in the Company's exective incentive plan on the same terms as similarly situated executives.

In addition, pursuant to his employment agreement, Mr. Musslewhite will be granted a restricted stock unit award of 433,550 shares of the Company's Class A common stock, which will vest 25% on the one-year anniversary of the grant, followed by quarterly vesting of 6.25% per quarter until fully vested over the subsequent three years. Further, Mr. Musslewhite will be granted a second restricted stock unit award in the amount of 216,450 shares of Class A common stock, 33% of which will vest on the one-year anniversary of the grant, followed by quarterly vesting of 8.33% per quarter until fully vested over the subsequent two years.

ITEM 2 - MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited interim Condensed Consolidated Financial Statements and related notes included elsewhere in this Quarterly Report and with our audited Consolidated Financial Statements, "Risk Factors," and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our final prospectus dated September 14, 2021, filed with the Securities and Exchange Commission ("SEC") pursuant to Rule 424(b) of the Securities Act of 1933, as amended, on September 16, 2021, in connection with our IPO (the "IPO Prospectus").

As discussed in "Cautionary Note Regarding Forward-Looking Statements," the following discussion and analysis contains forward-looking statements that involve risks and uncertainties. Our actual results may materially differ from those discussed in such forward-looking statements. Factors that could cause or contribute to these differences include, but are not limited to, those identified below and those discussed in "Risk Factors" under Part II, Item 1A in this Quarterly Report and in our IPO Prospectus.

References in this Form 10-Q to "Definitive Healthcare Corp." refer to Definitive Healthcare Corp. and not to any of its subsidiaries unless the context indicates otherwise. References in this Form 10-Q to "Definitive Healthcare," the "Company," "we," "us," and "our" refer (1) prior to the consummation of the Reorganization Transactions, to Definitive OpCo and its consolidated subsidiaries, and (2) after the consummation of the Reorganization Transactions, to Definitive Healthcare Corp. and its consolidated subsidiaries unless the context indicates otherwise.

Overview

Definitive Healthcare provides healthcare commercial intelligence. Our solutions provide accurate and comprehensive information on healthcare providers and their activities to help our customers optimize everything from product development to go-to-market planning and sales and marketing execution. Delivered through our software as a service ("SaaS") platform, our intelligence has become important to the commercial success of our over 2,700 customers as of September 30, 2021. We define a customer as a company that maintains one or more active paid subscriptions to our platform.

Our customers include biopharmaceutical and medical device companies, healthcare information technology companies, healthcare providers and other diversified companies, such as staffing firms, commercial real estate firms, financial institutions and other organizations seeking commercial success in the attractive but complex healthcare ecosystem. Within these organizations, our platform is leveraged by a broad set of functional groups, including sales, marketing, clinical research & product development, strategy, talent acquisition and physician network management. We offer access to our platform on a subscription basis and we generate substantially all of our revenue from subscription fees, which accounted for 99% of revenue for the first nine months of 2021.

We were founded in 2011 by our CEO, Jason Krantz. Mr. Krantz founded the company to provide healthcare commercial intelligence that enables companies that compete within or sell into the healthcare ecosystem to make better, informed decisions and be more successful. Over time, we have expanded our platform with new intelligence modules, innovative analytics, workflow capabilities and additional data sources.

Any company selling or competing within the healthcare ecosystem is a potential customer for us and contributes to our estimated current total addressable market of over $10 billion. In total, we have identified more than 100,000 potential customers that we believe could benefit from our platform.

Recent Developments

Reorganization Transactions

Definitive Healthcare Corp. was incorporated in May 2021 with no operating assets or operations for the purposes of facilitating an IPO of its Class A Common Stock (the "IPO") and other related transactions in order to carry on the business of Definitive OpCo following the consummation of the Reorganization Transactions.

Following the completion of the Reorganization Transactions, Definitive Healthcare Corp. became a holding company, with its sole material asset being a controlling equity interest in Definitive OpCo. Definitive Healthcare Corp. operates and controls all of our business and affairs, and consolidates the financial results of Definitive OpCo. Accordingly, Definitive Healthcare Corp. reports a non-controlling interest related to the LLC Units held by certain pre-IPO members that continue to hold LLC Units in Definitive OpCo in our consolidated financial statements.

Initial Public Offering

On September 17, 2021, Definitive Healthcare Corp. completed the IPO, in which it sold 17,888,888 shares of Class A Common Stock (including shares issued pursuant to the exercise in full of the underwriters' option to purchase additional shares) at a public offering price of $27.00 per share for net proceeds of $452.8 million, after deducting underwriters' discounts and commissions (but

excluding other offering expenses as of September 30, 2021). The IPO was registered pursuant to a registration statement on Form S-1 (File No. 333-258990) that was declared effective by the SEC on September 14, 2021.

As contemplated in the IPO Prospectus, Definitive Healthcare Corp. used the net proceeds from the IPO to (i) acquire 14,222,222 newly issued LLC Units from Definitive OpCo, (ii) acquire 1,169,378 LLC Units from certain holders who hold their ownership in Definitive OpCo in the form of LLC Units (the holders of all outstanding LLC Units in Definitive OpCo are collectively referred to herein as the "Unitholders") and (iii) repurchase 2,497,288 shares of Class A Common Stock received by certain of our stockholders in the Reorganization Transactions at a purchase price per LLC Unit and share of Class A Common Stock, in each case equal to the IPO price of Class A Common Stock, after deducting the underwriting discounts and commissions. Definitive OpCo used the proceeds from the issuance of the LLC Units to Definitive Healthcare Corp. to pay fees and expenses of approximately $11.4 million in connection with the IPO and the Reorganization Transactions and to repay $199.6 million, inclusive of accrued interest expense, of the outstanding borrowings under our 2019 Credit Agreement; and used the remainder for general corporate purposes.

Definitive OpCo Units and Common Stock

In connection with the Reorganization Transactions, the limited liability company agreement of Definitive OpCo was amended and restated to, among other things, give holders of LLC Units prior to the IPO who continued holding LLC Units after the IPO, the right to require Definitive OpCo to exchange all or a portion of their LLC Units for newly issued shares of Class A Common Stock, on a one-for-one basis (subject to customary adjustments, including for stock splits, stock dividends and reclassifications) in accordance with the terms of the Amended LLC. The Amended LLC Agreement also authorizes the cancellation of shares of Class B Common Stock following an exchange by a holder of LLC Units. The holders of vested Reclassified Management Holdings Class B Units (as defined below) will have the right, pursuant to the terms of the amended and restated limited liability company agreement of AIDH Management Holdings, LLC, to exchange their Reclassified Management Holdings Class B Units for Reclassified Class B LLC Units and immediately thereafter Definitive OpCo would exchange such Reclassified Class B LLC Units for newly issued shares of Class A Common Stock on a one-for-one basis pursuant to the terms of the Amended LLC Agreement.

Prior to the Reorganization Transactions, in addition to Class A LLC Units in AIDH Management Holdings, LLC (the “Management LLC Class A Units”) that correspond to Class A Units in Definitive OpCo (the “Topco Class A Units”) on a one-for-one basis, AIDH Management Holdings, LLC granted Class B Units (the “Management LLC Class B Units”) intended to be treated as “profits interests” for U.S. federal income tax purposes which have economic characteristics similar to SARs and which are subject to vesting. Such Management LLC Class B Units corresponded on a one-for-one basis to Class B Units issued to AIDH Management Holdings, LLC by Definitive OpCo, also intended to be treated as “profits interests” for U.S. federal income tax purposes. Management LLC Class B Units only had value to the extent there was appreciation in the value of Definitive OpCo above an applicable floor amount from and after the applicable grant date. In connection with the Reorganization Transactions, the Management LLC Class B Units were exchanged and reclassified into Management LLC Class A Units (the “Reclassified Management Holdings Class B Units”) and the Class B Units issued to AIDH Management Holdings, LLC by Definitive OpCo were exchanged and reclassified into LLC Units (the “Reclassified Class B LLC Units”) subject to vesting. In connection with the Reorganization Transactions, Class B Common Stock was issued to each holder of Management LLC Class A Units and Reclassified Management Holdings Class B Units, on a one-for-one basis to such holder’s Management, LLC Class A Units and Reclassified Management Holdings Class B Units; provided that Class B Common Stock issued to a holder of Reclassified Management Holdings Class B Units is not entitled to any voting rights until such time as such Reclassified Management Holdings Class B Units vest.

Impact of the COVID-19 Pandemic

The effects of the COVID-19 pandemic continue to evolve and its impact on the economy and healthcare ecosystem have been vast. However, other than a brief slowdown in new bookings during the second quarter of 2020 at the outset of the pandemic, the pandemic has not adversely affected our business, results of operations or financial condition. We continued to invest in our sales force and the business and have not experienced any known business disruptions as a result of the pandemic. Most of our services are already delivered remotely or are capable of being delivered remotely. We have demonstrated our agility to respond to the COVID-19 pandemic by introducing information on telehealth adoption, COVID-19 analytics and more. We also benefitted from reduced travel expenses and continued to invest in talent and technology. The full extent to which the COVID-19 pandemic may impact our financial condition or results of operations over the medium-to-long term, however, remains uncertain. We will continue to actively monitor the pandemic and may take further actions that alter our business operations as may be required by federal, state or local authorities, or that we determine are in the best interests of our employees, customers and stockholders.

Key Factors Affecting Our Performance

We believe that the growth and future success of our business depends on many factors, including the following:

Acquiring New Customers

We plan to continue to organically grow the number of customers that use our platform by increasing demand for our platform and penetrating our addressable market. Our results of operations and growth prospects will depend in part on our ability to attract new customers. We intend to drive new customer acquisition with our efficient go-to-market engine by continuing to invest in our sales and marketing efforts and developing new use cases for our platform. As of September 30, 2021 and December 31, 2020, we had over 2,700 and 2,600 customers, respectively. We define a customer as a company that maintains one or more active paid subscriptions to our platform. We have identified more than 100,000 potential customers across the healthcare ecosystem that we believe could benefit from our platform. Our ability to attract and acquire new customers is dependent on the strength of our platform and effectiveness of our go-to-market strategy.

Expanding Relationships with Existing Customers

We believe there is a significant opportunity to generate additional revenue from our existing customer base.

Our customers have historically increased their spending by adding intelligence modules and expanding use-cases across departments. Our customers are typically assigned to one of our vertically-focused teams, which is responsible for driving usage and increasing adoption of the platform, identifying expansion opportunities and driving customer renewals. Real-time input from these customer centric teams feeds directly into our product innovation teams, enhancing the development of new intelligence modules. We believe this feedback loop and our ability to innovate creates significant opportunities for continual existing customer expansion.

Our platform currently offers 13 intelligence modules. Our success in expanding usage of our platform with our existing customers is demonstrated by our net dollar retention rate ("NDR"), which is further described below. For the year ended December 31, 2020, our NDR for customers generating more than $100,000 in ARR ("Enterprise Customers") was 124% and our NDR for all customers over $17,500 ARR was 108%.

Continuing to Innovate and Expand Our Platform

The growth of our business is driven in part by our ability to apply our deep healthcare domain expertise to innovate and expand our platform. We have continually created new products since our founding in 2011 and have launched 13 highly integrated intelligence modules to date. We plan to continue to invest significantly into our engineering and research and development efforts to enhance our capabilities and functionality and facilitate the expansion of our platform to new use cases and customers. In addition, we work to continuously release updates and new features. While we are primarily focused on organic investments to drive innovation, we will also evaluate strategic acquisitions and investments that further expand our platform.

Non-GAAP Financial Measures

In addition to our results determined in accordance with GAAP, we believe certain non-GAAP measures are useful in evaluating our operating performance. Non-GAAP measures include, but are not limited to, Adjusted Gross Profit, Adjusted Gross Margin, Adjusted EBITDA, and Adjusted EBITDA Margin. We believe these non-GAAP measures are useful to investors because they eliminate certain items that affect period-over-period comparability and provide consistency with past financial performance and additional information about our underlying results and trends by excluding certain items that may not be indicative of our business, results of operations, or outlook.

We view Adjusted Gross Profit, Adjusted Gross Margin, Adjusted EBITDA, and Adjusted EBITDA Margin as operating performance measures. As such, we believe the most directly comparable GAAP financial measure to Adjusted Gross Profit and Adjusted Gross Margin is GAAP Gross Profit, and the most directly comparable GAAP financial measure to Adjusted EBITDA and Adjusted EBITDA Margin is GAAP net loss.

Non-GAAP measures are supplemental financial measures of our performance, and should not be considered substitutes for net loss, gross profit or any other measure derived in accordance with GAAP. This information should be read only in conjunction with our consolidated financial statements prepared in accordance with GAAP. There are limitations to these non-GAAP financial measures because they are not prepared in accordance with GAAP and may not be comparable to similarly titled measures of other companies due to potential differences in methods of calculation and items or events being adjusted. In addition, other companies may use different measures to evaluate their performance, all of which could reduce the usefulness of our non-GAAP financial measures as

tools for comparison. A reconciliation is provided below for each non-GAAP financial measure to the most directly comparable financial measure stated in accordance with GAAP.

Adjusted Gross Profit

We define Adjusted Gross Profit as revenue less cost of revenue (excluding acquisition-related depreciation and amortization) and a small quantity of stock based compensation. Adjusted Gross Profit differs from Gross Profit, in that Gross Profit includes the impact of acquisition-related depreciation and amortization expense. We exclude acquisition-related depreciation and amortization expense as they have no direct correlation to the cost of operating our business on an ongoing basis. Adjusted Gross Margin is defined as Adjusted Gross Profit as a percentage of revenue. These are key metrics used by management and our board of directors to assess our operations.

The following table presents a reconciliation of Gross Profit to Adjusted Gross Profit and Adjusted Gross Margin for the periods presented:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(in thousands)	2021	2020	2021	2020
Reported gross profit	$ 32,599	$ 22,660	$ 90,050	$ 62,505
Amortization of intangible assets resulting from acquisition-related purchase accounting adjustments [(a)]	5,096	4,759	15,125	14,175
Equity compensation costs	48	16	79	46
Adjusted Gross Profit	$ 37,743	$ 27,435	$ 105,254	$ 76,726
Revenue	$ 43,084	$ 30,073	$ 119,841	$ 84,659
Adjusted Gross Margin	88%	91%	88%	91%

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

Adjusted EBITDA

We present “Adjusted EBITDA” as a measure of our operating performance. EBITDA is defined as earnings before (i) debt-related costs, including interest expense and loss from extinguishment of debt, (ii) interest income, (iii) provision for taxes, and (iv) depreciation and amortization. Management further adjusts EBITDA in its presentation of Adjusted EBITDA to exclude (i) other (income) expense, (ii) stock-based compensation, (iii) acquisition-related expenses and (iv) other non-recurring and one-time expenses. We exclude these items because they are non-cash or non-recurring in nature, and therefore we do not believe them to be representative of ongoing operational performance. Adjusted EBITDA Margin is defined as Adjusted EBITDA as a percentage of revenue. Adjusted EBITDA and Adjusted EBITDA Margin are key metrics used by management and our board of directors to assess the profitability of our operations. We believe these metrics provide useful measures to investors to assess our operating performance and in measuring the profitability of our operations on a consolidated level.

The following table presents a reconciliation of Net loss to Adjusted EBITDA for the periods presented:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(in thousands)	2021	2020	2021	2020
Net loss	$ (20,966)	$ (9,962)	$ (46,493)	$ (35,295)
Interest expense, net	7,186	9,022	23,956	27,802
Loss from extinguishment of debt	9,873	—	9,873	—
Depreciation & amortization	15,116	14,906	44,710	44,315
EBITDA	11,209	13,966	32,046	36,822
Other (income) expense, net [(a)]	(119)	—	(143)	—
Equity Compensation costs [(b)]	2,317	458	4,338	1,330
Acquisition related expenses [(c)]	(137)	40	3,332	748
Non-recurring and one-time adjustments [(d)]	1,149	37	3,313	1,804
Adjusted EBITDA	$ 14,419	$ 14,501	$ 42,886	$ 40,704
Revenue	$ 43,084	$ 30,073	$ 119,841	$ 84,659
Adjusted EBITDA Margin	33%	48%	36%	48%

(a) Primarily represents foreign exchange remeasurement gains and losses.
(b) Stock-based compensation represents non-cash compensation expense recognized in association with equity awards made to employees and directors.
(c) Acquisition related expenses primarily represent legal, accounting and consulting expenses, along with fair value adjustments for contingent consideration related to our acquisitions.
(d) Non-recurring items represent expenses that are typically one-time or non-operational in nature. One-time expenses are comprised primarily of professional fees and other costs related to IPO readiness in the three and nine months ended September 30, 2021.

Key Metrics

We monitor the following key metrics to help us evaluate our business performance, identify financial trends, formulate business plans, and make strategic operational decisions.

Net Dollar Retention Rate ("NDR")

We believe the growth in use of our platform by our existing customers is an important measure of the health of our business and our future growth prospects. We evaluate and report on our NDR on an annual basis to measure this growth. We define NDR as the percentage of ARR retained from existing customers across a defined period, after accounting for upsell, down-sell, pricing changes and churn. We calculate NDR as beginning ARR for a period, plus (i) expansion ARR (including, but not limited to, upsell and pricing increases), less (ii) churn (including, but not limited to, non-renewals and contractions), divided by (iii) beginning ARR for a period.

Current Remaining Performance Obligations ("cRPO")

We monitor current remaining performance obligations as a metric to help us evaluate the health of our business and identify trends affecting our growth. cRPO represents the amount of contracted future revenue that has not yet been recognized, including both deferred revenue and non-cancelable contracted amounts that will be invoiced and recognized as revenue within the next twelve months. cRPO is not necessarily indicative of future revenue growth. cRPO is influenced by several factors, including seasonality, the timing of renewals, and disparate contract terms. Due to these factors, it is important to review cRPO in conjunction with revenue and other financial metrics.

The following table presents cRPO as of September 30, 2021 and December 31, 2020:

(in thousands)	September 30, 2021	December 31, 2020
Current	$ 128,653	$ 114,284
Non-current	78,900	58,250
Total	$ 207,553	$ 172,534

Impact of Acquisitions

We seek to enhance our platform, data and business through both internal development and acquisitions of businesses that broaden and strengthen our platform. In October 2020, we acquired Monocl, a cloud-based platform with millions of expert profiles. In December 2019, we acquired HSE, a software analytics firm that helps life science companies and healthcare providers find patient clusters who would most benefit from their products and services. In January 2019, we acquired HIMSS Analytics, a global healthcare advisor providing guidance and market intelligence solutions. In June 2016, we acquired Billian’s HealthDATA, a provider of data and analytics on U.S. healthcare organizations. In October 2015, we acquired US Lifeline, a provider of real- world data and intelligence for the healthcare supply chain. These acquisitions have strengthened our data platform and our business. Acquisitions can result in transaction costs, amortization expense and deferred revenue accounting adjustments purchase accounting requires that all assets acquired and liabilities assumed be recorded at fair value on the acquisition date, including unearned revenue. Revenue from contracts that are impacted by the estimate of fair value of the unearned revenue upon acquisition will be recorded based on the fair value until such contract is terminated or renewed, which will differ from the receipts received by the acquired company allocated over the service period for the same reporting periods.

Components of our Results of Operations

Revenue

For the nine months ended September 30, 2021, we derived approximately 99% of our revenue from subscription services and the remainder from professional services. Our subscription services consist primarily of subscription fees for access to our platform. Our subscription contracts typically have a term ranging from 1 to 3 years and are non-cancellable. We typically bill for services in advance annually, and we typically require payment at the beginning of each annual period. Our subscription revenue is recognized ratably over the contract term. Our professional services revenue typically is derived from consulting services which are generally capable of being distinct and can be accounted for as separate performance obligations. Revenue related to these professional services is insignificant and is recognized at a point in time, when the performance obligations under the terms of the contract are satisfied and control has been transferred to the customer.

Cost of Revenue

Cost of Revenue. Cost of revenue, excluding amortization of acquired technology and data, consists of direct expenses related to the support and operations of our SaaS platform, such as data and infrastructure costs, personnel costs for our professional services, customer support and data research teams, such as salaries, bonuses, stock-based compensation, and other employee-related benefits, as well as allocated overheads. We anticipate that we will continue to invest in cost of revenue and that cost of revenue as a percentage of revenue will stay consistent or modestly increase as we add to our existing intelligence modules and invest in new products and data sources. Cost of data is included in the cost of revenue and is a fundamental driver of innovation.

Amortization. Includes amortization expense for technology and data acquired in business combinations and asset purchase agreements. We anticipate that amortization will only increase if we make additional acquisitions in the future.

Gross Profit

Gross profit is revenue less cost of revenue, and gross margin is gross profit as a percentage of revenue. Gross profit and gross margin have been and will continue to be affected by various factors, including the costs associated with third-party data and third-party hosting services, leveraging economies of scale, and the extent to which we introduce new intelligence modules, features or functionality or expand our customer support and service organizations, hire additional personnel or complete additional acquisitions. We expect that our gross profit and gross margin will fluctuate from period to period depending on the interplay of these various factors.

Operating Expenses

The most significant component of our operating expenses is personnel costs, which consist of salaries, bonuses, sales commissions, stock-based compensation, and other employee-related benefits. Operating expenses also include non-personnel costs such as facilities, technology, professional fees, and marketing.

Sales and marketing. Sales and marketing expenses primarily consist of personnel costs such as salaries, bonuses, sales commissions, stock-based compensation, and other employee-related benefits for our sales and marketing teams, as well as non-personnel costs including overhead costs, technology and marketing costs. We expect that sales and marketing expenses as a percentage of revenue will continue to increase in 2021 and may stay consistent or moderately decrease thereafter, as we realize operating leverage in the business. We continue to hire additional sales and marketing personnel, enhance our digital marketing infrastructure and invest in marketing programs targeting our major vertical markets.

Product development. Product development expenses primarily consist of personnel costs such as salaries, bonuses, stock-based compensation, and other employee-related benefits for our engineering, data science and product teams, as well as non-personnel costs including overhead costs. We believe that our core technologies and ongoing innovation represent a significant competitive advantage for us, and we expect our product development expenses to continue to increase as we further strengthen and enhance our solutions. We anticipate that product development expense as a percentage of revenue will stay consistent or modestly increase as we continue to invest in systems optimization and module improvements for our customers, enhance our software development team and continue to invest in automation and A.I. to drive higher quality data and deeper insights.

General and administrative. General and administrative expenses primarily consist of personnel costs such as salaries, bonuses, stock-based compensation, and other employee-related benefits for our executive, finance, legal, human resources, IT and operations, and administrative teams, as well as non-personnel costs including overhead costs, professional fees and other corporate expenses including expenses associated with preparation for the IPO. We anticipate that general and administrative costs will significantly increase relative to prior periods due to the incremental costs associated with operating as a public company, including corporate

insurance costs, additional accounting and legal expenses, and additional resources associated with controls, reporting, and disclosure. Due primarily to the costs associated with operating as a public company, we expect general and administrative costs as a percentage of revenue to increase in 2021 and again in 2022, and then stay consistent or modestly decrease thereafter, as we realize operating leverage in the business.

Depreciation and Amortization. Depreciation and amortization expenses consist primarily of amortization of customer relationships and trade names primarily as a result of the accounting for the Advent acquisition, as well as depreciation of property and equipment. We anticipate depreciation of property and equipment as a percentage of revenue to moderately decrease, although amortization will increase if we make additional acquisitions in the future.

Transaction expenses. Transaction expenses are costs directly associated with various acquisition and integration activities we have undertaken, primarily accounting and legal due diligence, and consulting and advisory fees.

Other Expense, Net

Other expense, net consists primarily of interest expense, net, loss on extinguishment of debt, and foreign currency transaction gains or loss.

Interest expense, net consists primarily of interest expense on our debt obligations and the amortization of debt discounts and debt issuance costs, less interest income. We expect to realize a reduction in our interest expense during 2021 over prior periods resulting from the repayment of a portion of our outstanding indebtedness with the proceeds from the IPO.

Loss on extinguishment of debt consists of realized losses resulting from the write-off of unamortized deferred financing costs associated with loan repayment and refinancing.

Foreign currency transaction loss consists primarily of realized and unrealized gains and losses related to the impact of transactions denominated in a foreign currency. We do not have significant exposure to foreign exchange volatility and do not anticipate foreign currency transaction gains or losses to materially impact our results of operations.

Results of Operations

The following table sets forth a summary of our consolidated statements of operations for the periods presented:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(in thousands)	2021	2020	2021	2020
Revenue	$ 43,084	$ 30,073	$ 119,841	$ 84,659
Cost of revenue:				
Cost of revenue	5,129	2,619	13,895	7,876
Amortization	5,356	4,794	15,896	14,278
Total cost of revenue	10,485	7,413	29,791	22,154
Gross profit	32,599	22,660	90,050	62,505
Operating expenses:				
Sales and marketing	14,376	8,292	39,003	23,542
Product development	4,746	2,618	12,817	7,566
General and administrative	7,880	2,538	18,891	8,105
Depreciation and amortization	9,760	10,112	28,814	30,037
Transaction expenses	(137)	40	3,332	748
Total operating expenses	36,625	23,600	102,857	69,998
Loss from operations	(4,026)	(940)	(12,807)	(7,493)
Other expense, net:				
Foreign currency transaction (loss) gain	119	—	143	—
Loss on extinguishment of debt	(9,873)	—	(9,873)	—
Interest expense, net	(7,186)	(9,022)	(23,956)	(27,802)
Total other expense, net	(16,940)	(9,022)	(33,686)	(27,802)
Net loss	(20,966)	(9,962)	(46,493)	(35,295)
Less: Net loss attributable to Definitive OpCo prior to the Reorganization Transactions	(7,816)	(9,962)	(33,343)	(35,295)
Less: Net loss attributable to noncontrolling interests	(5,172)	-	(5,172)	-
Net loss attributable to Definitive Healthcare	$ (7,978)	$ -	$ (7,978)	$ -

Three Months Ended September 30, 2021 compared to Three Months Ended September 30, 2020

Revenue

Revenue increased $13.0 million, or 43%, in the three months ended September 30, 2021 compared with the same period in the prior year, driven almost entirely by higher subscription revenue of $13.0 million. This increase was primarily due to net expansion with existing customers as well as organic addition of new customers, and to a lesser extent, new customers acquired through the acquisition of Monocl.

Cost of Revenue

Cost of revenue increased $3.1 million, or 41%, in the three months ended September 30, 2021 compared with the same period in the prior year, primarily due to:

- An increase in cost of revenue exclusive of amortization expense of $2.5 million for the three months ended September 30, 2021, due primarily to additional data subscription contracts, increased hosting fees associated with additional product offerings, and, to a lesser extent, incremental personnel costs resulting from additional hiring during the year;
- An increase in amortization expense of $0.6 million for the three months ended September 30, 2021 arising from acquired technology, including that which was attributable to the Monocl acquisition.

Operating Expenses

Operating expenses increased $13.0 million, or 55%, during the three months ended September 30, 2021 compared with the same period in the prior year. The increase was primarily due to:

- An increase in sales and marketing expense of $6.1 million for the three months ended September 30, 2021, due primarily to increased personnel costs resulting from additional hiring, including sales and marketing resources added through the Monocl acquisition;
- An increase in general and administrative expense of $5.3 million for the three months ended September 30, 2021, due primarily to increased personnel costs arising from additional hiring and the Monocl acquisition, incremental costs associated with preparing for an IPO, and additional accounting and legal expenses. We also incurred $1.9 million of stock-based compensation expense for the acceleration of an equity award associated with the retirement of an executive officer during the third quarter of 2021;
- An increase in product development expense of $2.1 million for the three months ended September 30, 2021, due primarily to increased personnel costs resulting from additional additional hiring, including product development resources added through the Monocl acquisition;
- These increases were partially offset by decreases in depreciation and amortization expense of $0.4 million and transaction expenses of $0.2 million for the three months ended September 30, 2021.

Other Expense, Net

Other expense, net increased $7.9 million, or 88%, for the three months ended September 30, 2021 compared with the same period in the prior year, primarily due to a loss on the extinguishment of debt of $9.9 million resulting from the repayment in full of our term loan during the third quarter of 2021, partially offset by;

- A decrease in interest expense, net of $1.8 million for the three months ended September 30, 2021. The decrease was primarily attributable to lower outstanding debt in 2021 as well as lower interest rates.

Net loss

Net loss for the three months ended September 30, 2021 increased by $11.0 million, or 110%, compared with the same period in the prior year, which was driven by the factors described above.

Nine Months Ended September 30, 2021 compared to Nine Months Ended September 30, 2020

Revenue

Revenue increased $35.2 million, or 42%, in the nine months ended September 30, 2021 compared with the same period in the prior year, driven primarily by higher subscription revenue of $34.7 million. This increase was primarily due to net expansion with existing customers as well as organic addition of new customers, and to a lesser extent, new customers acquired through the acquisition of Monocl.

Cost of Revenue

Cost of revenue increased $7.6 million, or 34%, in the nine months ended September 30, 2021 compared with the same period in the prior year, primarily due to:

- An increase in cost of revenue exclusive of amortization expense of $6.0 million for the nine months ended September 30, 2021, due primarily to additional data subscription contracts and increased hosting fees associated with additional product offerings, and, to a lesser extent, incremental personnel costs resulting from additional hiring during the year;
- An increase in amortization expense of $1.6 million for the nine months ended September 30, 2021 arising from acquired technology during the period, including that which was attributable to the Monocl acquisition.

Operating Expenses

Operating expenses increased $32.9 million, or 47%, during the nine months ended September 30, 2021 compared with the same period in the prior year. The increase was primarily due to:

- An increase in sales and marketing expense of $15.5 million for the nine months ended September 30, 2021, driven primarily by increased personnel costs resulting from additional hiring, including sales and marketing resources added through the Monocl acquisition;

- An increase in general and administrative expense of $10.8 million for the nine months ended September 30, 2021, due primarily to increased personnel costs arising from additional hiring and the Monocl acquisition, incremental costs associated with preparing for an IPO, and additional accounting and legal expenses. We also incurred $1.9 million and $0.3 million, respectively, of incremental stock-based compensation expense for the acceleration of an equity award associated with the retirement of an executive officer and the issuance of new Class A LLC units during the current period;
- An increase in product development expense of $5.3 million for the nine months ended September 30, 2021, due primarily to incremental personnel costs associated with additional hiring during the year, including product development resources added as a result of the Monocl acquisition;
- A increase in transaction expenses of $2.6 million for the nine months ended September 30, 2021, due primarily to an increase in contingent consideration arising from the Monocl acquisition;

These increases were partially offset by:

- A decrease in depreciation and amortization expense of $1.2 million for the nine months ended September 30, 2021;

Other Expense, Net

Other expense, net increased $5.9 million, or 21%, for the nine months ended September 30, 2021, primarily due to a loss on the extinguishment of debt of $9.9 million resulting from the repayment in full of our term loan during the third quarter of 2021, partially offset by;

- A decrease in interest expense, net of $3.8 million for the nine months ended September 30, 2021. The decrease was primarily driven by lower outstanding debt as well as lower interest rates in the current period.

Net loss

Net loss for the nine months ended September 30, 2021 increased by $11.2 million, or 32%, compared with the same period in the prior year. The increase in net loss was driven by the factors described above.

Liquidity and Capital Resources

Overview

Our principal uses for liquidity have been working capital, capital expenditures, debt service, distributions to LLC members, and acquisitions. Capital expenditures were $5.7 million and $1.1 million for the nine months ended September 30, 2021 and 2020, respectively.

We have historically funded our operations primarily with cash flow from operations and borrowings under our credit agreements and equity contributions from LLC members. As of September 30, 2021, we had unrestricted cash and cash equivalents of $189.8 million. Our total indebtedness, net of unamortized discount, was $272.3 million as of September 30, 2021. See “—Debt Obligations” and Note 8. *Long-Term Debt* of our condensed consolidated financial statements included elsewhere in this filing for additional information related to our debt obligations and debt repayments.

Refer to Note 12. *Stockholders' Equity and Members' Deficit* in the Notes to the Consolidated Financial Statements in the Company’s IPO Prospectus for additional information related to contributions and distributions from and to members of Definitive OpCo.

Definitive Healthcare Corp. is a holding company and its sole material asset is its ownership interest in Definitive OpCo. All of our business is conducted through Definitive OpCo and its consolidated subsidiaries and affiliates, and the financial results are included in the consolidated financial statements of Definitive Healthcare Corp. Definitive Healthcare Corp. has no independent means of generating revenue. The amended limited liability company agreement of Definitive OpCo, a copy of which is attached hereto as Exhibit 3.3, and the terms of which are incorporated herein by reference, provides that certain distributions will be made to cover Definitive Healthcare Corp.'s taxes and such tax distributions are also expected to be used by Definitive Healthcare Corp. to satisfy its obligations under the TRA. We have broad discretion to make distributions out of Definitive OpCo. In the event Definitive Healthcare Corp. declares any cash dividend, we expect to cause Definitive OpCo to make distributions to us, in an amount sufficient to cover such cash dividends declared by us. Deterioration in the financial condition, earnings, or cash flow of Definitive OpCo and its subsidiaries for any reason could limit or impair their ability to pay such distributions. In addition, the terms of our 2021 Credit Agreement contain covenants that may restrict DH Holdings and its subsidiaries from paying such distributions, subject to certain exceptions. Further, Definitive OpCo and Definitive Healthcare Corp. are generally prohibited under Delaware law from making a distribution to a member to the extent that, at the time of the distribution, after giving effect to the distribution, liabilities of Definitive OpCo and DH Holdings (with certain exceptions), as applicable, exceed the fair value of its assets. Subsidiaries of DH Holdings are generally subject to similar legal limitations on their ability to make distributions to DH Holdings.

We believe that our cash flow from operations, availability under the 2021 Credit Agreement and available cash and cash equivalents will be sufficient to meet our liquidity needs for at least the next twelve months. We anticipate that to the extent that we require additional liquidity, it will be funded through the incurrence of additional indebtedness, the issuance of additional equity, or a combination thereof. We cannot provide assurance that we will be able to obtain this additional liquidity on reasonable terms, or at all.

Additionally, our liquidity and our ability to meet our obligations and fund our capital requirements are also dependent on our future financial performance, which is subject to general economic, financial and other factors that are beyond our control. See “Risk Factors” in our IPO Prospectus. Accordingly, we cannot provide assurance that our business will generate sufficient cash flow from operations or that future borrowings will be available from additional indebtedness or otherwise to meet our liquidity needs. If we decide to pursue one or more significant acquisitions, we may incur additional debt or sell or issue additional equity to finance such acquisitions, which could possibly result in additional expenses or dilution.

Cash Flows

The following table summarizes our cash flows for the periods presented:

	Nine Months Ended September 30,	
(in thousands)	**2021**	**2020**
Cash provided by (used in):		
Operating activities	$ 20,993	$ 14,544
Investing activities	(5,662)	(7,996)
Financing activities	149,695	19,516
Change in cash and cash equivalents (excluding effect of exchange rate changes)	$ 165,026	$ 26,064

Cash Flows provided by Operating Activities

Net cash provided by operations was $21.0 million during the nine months ended September 30, 2021, primarily as a result of a net loss of $46.5 million, which was offset by non-cash charges of $66.9 million. The non-cash charges were primarily comprised of amortization of intangible assets of $43.5 million, a loss on the extinguishment of the previous debt facility of $9.9 million, equity compensation costs of $4.3 million, a $3.2 million increase in the earnout liability related to the Monocl acquisition, amortization of deferred contract costs of $3.2 million, and amortization of debt issuance costs of $1.5 million. The change in operating assets and liabilities was primarily the result of an increase in deferred revenue of $9.0 million due to the timing of billings and cash received in advance of revenue recognition for subscription services and a decrease in accounts receivable of $5.2 million, partially offset by an increase in deferred contract costs of $9.0 million and cash outflows resulting from lower accounts payable, accrued expenses and other current liabilities collectively of $4.0 million.

Net cash provided by operations was $14.5 million during the nine months ended September 30, 2020, as a result of a net loss of $35.3 million and a change of $6.3 million in our operating assets and liabilities, which were offset by non-cash charges of $56.2 million. The non-cash charges were primarily comprised of amortization of intangible assets of $43.5 million, non-cash paid in kind interest expense of $7.4 million and amortization of debt issuance costs of $1.5 million. The change in operating assets and liabilities was primarily the result of a decrease in accounts receivable of $3.9 million and an increase in deferred revenue of $1.4 million due to the timing of billings and cash received in advance of revenue recognition for subscription services, partially offset by cash outflows resulting from lower accounts payable, accrued expenses and other current liabilities collectively of $7.3 million and an increase in deferred contract costs of $4.3 million.

Cash Flows used in Investing Activities

Cash used in investing activities during the nine months ended September 30, 2021 was $5.7 million, primarily related to purchases of data and expenditures associated with the buildout of one of our office facilities.

Cash used in investing activities during the nine months ended September 30, 2020 was $8.0 million, primarily driven by a $6.9 million payment made to selling shareholders in conjunction with Advent's acquisition of the Company in 2019, along with $1.1 million for purchases of property, equipment, and other assets.

Cash Flows provided by Financing Activities

Cash provided by financing activities during the nine months ended September 30, 2021 was $149.7 million, primarily driven by net proceeds received from the Company's IPO in September 2021 of $360.0 million and proceeds of $275.0 million from the 2021 Term Loan under the 2021 Credit Agreement executed in the third quarter of 2021. These cash inflows were partially offset by

repayments of the 2019 Term Loan of $472.7 million, distributions paid to members of $7.1 million, and payments of debt issuance costs of $3.5 million.

Cash provided by financing activities during the nine months ended September 30, 2020 was $19.5 million, primarily as a result of proceeds from the 2019 Revolving Line of Credit of $25.0 million, partially offset by repayments of the 2019 Term Loan of $3.4 million and distributions paid to members of $2.1 million.

Refer to *Debt Obligations* for additional information related to our debt obligations. Refer to Note 12. *Stockholders' Equity and Members' Deficit* in the Notes to the Consolidated Financial Statements in the Company's IPO Prospectus for additional information related to contributions and distributions from and to members of Definitive OpCo.

Debt Obligations

On September 17, 2021, DH Holdings entered into the 2021 Credit Agreement pursuant to which the lenders thereunder agreed to provide the 2021 Term Loan and the 2021 Revolving Line of Credit. The 2021 Credit Agreement includes certain financial covenants and the 2021 Credit Facilities thereunder are guaranteed by all of DH Holdings's wholly-owned domestic restricted subsidiaries and AIDH Buyer, LLC, a Delaware limited liability company and the direct parent company of DH Holdings, in each case, subject to customary exceptions, and are secured by a lien on substantially all of the assets of DH Holdings and the guarantors, including a pledge of the equity of DH Holdings, in each case, subject to customary exceptions.

The 2021 Term Loan is for $275.0 million and has a maturity date of September 17, 2026. The 2021 Term Loan was recorded net of $3.5 million in issuance costs. The issuance costs are amortized to interest expense over the term of the 2021 Term Loan using the effective interest method.

The 2021 Term Loan is subject to annual amortization of principal, payable in equal quarterly installments on the last day of each fiscal quarter, commencing on the Initial Amortization Date, equal to approximately 2.5% per annum of the principal amount of the term loans in the first year and second year after the Initial Amortization Date and approximately 5.0% per annum of the principal amount of the term loans in the third year, fourth year, and fifth year after the Initial Amortization Date. A balloon payment of approximately $220.0 million will be due at the maturity of the 2021 Term Loan. There was $275.0 million outstanding on the 2021 Term Loan at September 30, 2021.

The 2021 Revolving Line of Credit is committed for $75.0 million and has a maturity date of September 17, 2026. There was no outstanding balance on the 2021 Revolving Line of Credit as of September 30, 2021.

On September 17, 2021, DH Holdings repaid the outstanding principal balances of the 2019 Term Loan of $442.1 million and the 2019 Delayed Draw Term Loan of $17.9 million.

DH Holdings was compliant with its financial covenants under the 2019 Credit Agreement. The financial covenants under the 2021 Credit Agreement will apply to the Test Periods ending December 31, 2021 and thereafter.

Tax Receivable Agreement

In connection with the Reorganization Transactions and the IPO, the Company entered into the TRA with certain of our pre- IPO Unitholders and the former shareholders of certain Blocker Companies. The TRA provides for the payment by Definitive Healthcare Corp. of 85.0% of the amount of any tax benefits that it actually realizes, or in some cases is deemed to realize, as a result of (i) certain favorable tax attributes it acquired from the Blocker Companies in the Reorganization Transactions (including net operating losses and the unamortized portion of the increase in tax basis in the tangible and intangible assets of Definitive OpCo and its subsidiaries resulting from the prior acquisitions of interests in Definitive OpCo by the Blocker Companies), (ii) tax basis adjustments resulting from the acquisition of LLC Units by Definitive Healthcare Corp. and (iii) certain payments made under the TRA.

In each case, these tax basis adjustments generated over time may increase (for tax purposes) the Definitive Healthcare Corp.'s depreciation and amortization deductions and, therefore, may reduce the amount of tax that the Definitive Healthcare Corp. would otherwise be required to pay in the future, although the IRS may challenge all or part of the validity of that tax basis, and a court could sustain such a challenge. The anticipated tax basis adjustments upon redemptions or exchanges of LLC Units may also decrease gains (or increase losses) on future dispositions of certain assets to the extent tax basis is allocated to those assets. The payment obligations under the TRA are an obligation of Definitive Healthcare Corp., but not of Definitive OpCo. Definitive Healthcare Corp. expects to benefit from the remaining 15% of realized cash tax benefits. For purposes of the TRA, the realized cash tax benefits will be computed by comparing the actual income tax liability of Definitive Healthcare Corp. (calculated with certain assumptions) to the amount of such taxes that Definitive Healthcare Corp. would have been required to pay had there been no tax basis adjustments of the assets of Definitive Healthcare Corp. as a result of redemptions or exchanges and no utilization of certain tax attributes of the Blocker Companies, and had Definitive Healthcare Corp. not entered into the TRA. The term of the TRA will continue until all such tax benefits have been utilized or expired, unless (i) Definitive Healthcare Corp. exercises its right to terminate the TRA for an amount

based on the agreed payments remaining to be made under the agreement, (ii) Definitive Healthcare Corp. breaches any of its material obligations under the TRA in which case all obligations (including any additional interest due relating to any deferred payments) generally will be accelerated and due as if Definitive Healthcare Corp. had exercised its right to terminate the TRA, or (iii) there is a change of control of Definitive Healthcare Corp., in which case, all obligations (including any additional interest due relating to any deferred payments) generally will be accelerated and due as if Definitive Healthcare Corp. had exercised its right to terminate the TRA as described above in clause (i). Estimating the amount of payments that may be made under the TRA is by its nature imprecise, insofar as the calculation of amounts payable depends on a variety of factors. The amount of the anticipated tax basis adjustments, as well as the amount and timing of any payments under the TRA, will vary depending upon a number of factors, including the timing of exchanges, the price of shares of our Class A common stock at the time of an exchange, the extent to which such exchanges are taxable, the amount of tax attributes, and the amount and timing of our income.

We expect that as a result of the size of the anticipated tax basis adjustment of the tangible and intangible assets of Definitive OpCo upon the exchange or redemption of LLC Units and our possible utilization of certain tax attributes, the payments that Definitive Healthcare Corp. may make under the TRA will be substantial. The payments under the TRA are not conditioned upon continued ownership of us by the exchanging holders of LLC Units. See Note 15 in our unaudited consolidated financial statements included in Part I, Item 1 of this Form 10-Q.

Capital Expenditures

Capital expenditures increased by $4.6 million to $5.7 million for the nine months ended September 30, 2021 compared to $1.1 million for the same period in the prior year, primarily due to the purchases of data and expenditures related to the buildout of one of our office facilities.

Off-Balance Sheet Arrangements

As of September 30, 2021, we had no off-balance sheet arrangements.

Critical Accounting Policies and Estimates

Our unaudited interim Condensed Consolidated Financial Statements have been prepared in accordance with GAAP, which requires us to make estimates and assumptions that affect reported amounts. The estimates and assumptions are based on historical experience and on other factors that we believe to be reasonable. Actual results may differ from those estimates. We review these estimates on a periodic basis to ensure reasonableness. Although actual amounts may differ from such estimated amounts, we believe such differences are not likely to be material. For additional detail regarding our critical accounting policies including business combinations, goodwill and indefinite-lived intangible assets and income taxes, see our discussion for the year ended December 31, 2020 included in the IPO Prospectus. There have been no material changes to these policies as of September 30, 2021.

JOBS Act Accounting Election

We are an emerging growth company, as defined in the JOBS Act. Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act until such time as those standards apply to private companies. We have elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

New Accounting Pronouncements

See new accounting pronouncements described under "—Adoption of Recently Issued Financial Accounting Standards" and "—Recently Issued Accounting Pronouncements Not Yet Adopted" within Note 2. *Summary of Significant Accounting Policies* in the Notes to the unaudited interim condensed consolidated financial statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk represents the risk of loss that may impact our financial condition due to adverse changes in financial market prices and rates. Our market risk exposure is primarily a result of exposure due to potential changes in inflation, interest rates or currency rates.

Interest Rate Risk

Our cash, cash equivalents, and marketable securities primarily consist of cash on hand and highly liquid investments in money market funds and U.S. government securities. As of September 30, 2021, we had cash and cash equivalents of $189.8 million.

Our operating results are subject to market risk from interest rate fluctuations on our 2021 Term Loan, which bears a variable interest rate based on the LIBO Rate or a Base Rate plus an applicable margin. As of September 30, 2021, the total principal balance outstanding was $275.0 million. A hypothetical 1.0% increase or decrease in the interest rate associated with borrowings under the 2021 Credit Agreement would have resulted in an impact to interest expense of approximately $4.2 million and $4.0 million, respectively, for the nine months ended September 30, 2021.

Foreign Currency Exchange Risk

To date, our sales contracts have been denominated in U.S. dollars. We have one foreign entity established in Sweden. The functional currency of this foreign subsidiary is the Swedish Krona. Monetary assets and liabilities of the foreign subsidiaries are re-measured into U.S. dollars at the exchange rates in effect at the reporting date, non-monetary assets and liabilities are re-measured at historical rates, and revenue and expenses are re-measured at average exchange rates in effect during each reporting period. Foreign currency transaction gains and losses are recorded to non-operating income (loss). As the impact of foreign currency exchange rates has not been material to our historical results of operations, we have not entered into derivative or hedging transactions, but we may do so in the future if our exposure to foreign currency becomes more significant.

Impact of Inflation

We do not believe inflation has had a material effect on our business, financial condition, or results of operations. However, if our costs were to become subject to significant inflationary pressures, we may not be able to fully offset higher costs through price increases and our inability or failure to do so could potentially harm our business, financial condition, and results of operations.

Credit Risk

Our financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents, and trade and other receivables. We hold cash with reputable financial institutions that often exceed federally insured limits. We manage our credit risk by concentrating our cash deposits with high-quality financial institutions and periodically evaluating the credit quality of those institutions. The carrying value of cash approximates fair value.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this Quarterly Report, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)). Based on such evaluation, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures were effective as of September 30, 2021 to provide reasonable assurance that information to be disclosed by us in the reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and (ii) accumulated and communicated to management, including our principal executive and principal financial officers or persons performing similar functions, as appropriate to allow timely decisions regarding disclosure.

Changes in Internal Control Over Financial Reporting

During the quarter ended September 30, 2021, no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are subject to various legal proceedings, claims, and governmental inspections, audits, or investigations that arise in the ordinary course of our business. There are inherent uncertainties in these matters, some of which are beyond management's control, making the ultimate outcomes difficult to predict. Moreover, management's views and estimates related to these matters may change in the future, as new events and circumstances arise and the matters continue to develop. Although the outcomes of these matters cannot be predicted with certainty, in the opinion of management, the ultimate resolution of these matters would not be expected to have a material adverse effect on our financial position, results of operations, or cash flows.

For a description of certain legal and regulatory proceedings, please read "Legal Matters" in Note 11 (*Commitments and Contingencies*) to our unaudited consolidated financial statements included in Part I, Item 1 of this Form 10-Q, which is incorporated herein by reference.

ITEM 1A. RISK FACTORS

There have been no material changes in our risk factors since the filing of our Registration Statement on Form S-1, originally filed with the SEC on September 13, 2021 (Reg. No. 333-258990).

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Unregistered Sales of Equity Securities

In connection with the IPO, Definitive Healthcare Corp. effected a series of transactions at various times prior to and/or concurrently with the closing of the IPO that resulted in a reorganization of its business. In connection with the Reorganization Transactions, on September 14, 2021, Definitive Healthcare Corp. issued 71,963,629 shares of its Class A Common Stock, par value $0.001 per share, and 60,836,823 shares of its Class B Common Stock to pre-IPO holders of LLC Units, including affiliates of Advent, 22C Capital and Spectrum Equity. Upon an exchange of LLC Units for shares of Class A Common Stock, the corresponding shares of Class B Common Stock are cancelled.

No underwriters were involved in the issuance and sale of these shares of Class A Common Stock. In each of these transactions described below, the recipients of the securities represented their intention to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were affixed to the securities issued in these transactions. The issuances of the shares of Class A and Class B Common Stock described in the above paragraph were made in reliance on Section 4(a)(2) of the Securities Act.

Use of Proceeds

As contemplated in the IPO Prospectus, Definitive Healthcare Corp. used the net proceeds from the IPO to i) acquire 14,222,222 newly issued LLC Units from Definitive OpCo, (ii) purchase 1,169,378 LLC Units from certain holders of LLC Units prior to the IPO and (iii) repurchase 2,497,288 shares of Class A Common Stock received by certain of our stockholders at a purchase price per LLC Unit and share of Class A Common Stock, in each case equal to the IPO price of Class A Common Stock, after deducting the underwriting discounts and commissions. Definitive OpCo used the proceeds from the issuance of the LLC Units to Definitive Healthcare Corp. to pay fees and expenses of approximately $11.4 million in connection with the IPO and the Reorganization Transactions (as defined below) and to repay $199.6 million, inclusive of accrued interest expense, of the outstanding borrowings under our 2019 Credit Agreement; and used the remainder for general corporate purposes. Further, on September 17, 2021, we entered into an agreement to reimburse approximately $0.9 million in aggregate documented expenses incurred by 22C Capital, Spectrum Equity, and Advent International in connection with the Reorganization Transactions.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibits filed or furnished herewith are designated by a cross (+); all exhibits not so designated are incorporated by reference to a prior filing as indicated. Agreements included as exhibits are included only to provide information to investors regarding their terms. Agreements listed below may contain representations, warranties and other provisions that were made, among other things, to provide the parties thereto with specified rights and obligations and to allocate risk among them, and no such agreement should be relied upon as constituting or providing any factual disclosures about Definitive Healthcare Corp., any other persons, any state of affairs or other matters.

Exhibit Number	Description
3.1	Amended and Restated Certificate of Incorporation of Definitive Healthcare Corp.
3.2	Amended and Restated Bylaws of Definitive Healthcare Corp.
3.3	Second Amended and Restated Limited Liability Company Agreement of AIDH TopCo, LLC.
4.1	Form of Certificate of Class A Common Stock.
10.1†	Employment Agreement dated October 7, 2021 by and between Definitive Healthcare Corp. and Robert Musslewhite, effective October 7, 2021.
10.2	Credit Agreement, dated as of September 17, 2021, by and among Definitive Healthcare Holdings, LLC, the lenders party thereto and the other parties specified therein and Bank of America, N.A., as administrative agent.
10.3†	2021 Equity Incentive Plan
10.4†	Form of executive equity award agreements under 2021 Equity Incentive Plan.
10.5†	Form of employee equity award agreements under 2021 Equity Incentive Plan.
10.6	Form of 2021 Executive Officer and Director Indemnification Agreement for Definitive Healthcare Corp.
10.7†	2021 Employee Stock Purchase Plan.
10.8	Reorganization Agreement between Definitive Healthcare Corp., AIDH TopCo, LLC and the parties named therein.
10.9	Registration Rights Agreement by and among Definitive Healthcare Corp. and the Continuing Pre-IPO LLC Members.
10.10	Tax Receivable Agreement between Definitive Healthcare Corp. and the TRA Parties.
10.11	Nominating Agreement between the Company and Advent.
10.12	Nominating Agreement between the Company and SE VII DHC AIV, L.P.
10.13	Nominating Agreement between the Company and Jason Krantz
10.14†	Reimbursement Agreement between Definitive Healthcare Corp. and Jason Krantz and certain other stockholders.
10.15†	Stock and Unit Purchase Agreement, dated as of September 7, 2021, by and among Definitive Health Care Corp. and the parties named therein.
10.16†	Severance Agreement dated September 30, 2021 by and between Definitive Healthcare Corp. and Kevin Shone, effective September 30, 2021
10.17†	Independent Contractor Services Agreement dated as of October 1, 2021 by and between Definitive Healthcare Corp. and Kevin Shone as Contractor
31.1	Certification of Principal Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* The certifications attached as Exhibits 31.1, 31.2 and 32.1 that accompany this Quarterly Report on Form 10-Q are not deemed filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of Definitive Healthcare Corp. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

† Management contract or compensatory plan or arrangement.

SIGNATURES

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

DEFINITIVE HEALTHCARE CORP.
Registrant

November 8, 2021
Date

By: /s/ Jason Krantz
Name: Jason Krantz
Title: President, Chief Executive Officer and Director

November 8, 2021
Date

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

Exhibit 3.1

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

of

DEFINITIVE HEALTHCARE CORP.

(Pursuant to Section 242 and 245 of
the General Corporation Law of the State of Delaware)

Definitive Healthcare Corp., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

FIRST: The name of the Corporation is Definitive Healthcare Corp. The date of filing of its original certificate of incorporation with the Secretary of State of the State of Delaware was May 5, 2021 (the "Previous Certificate of Incorporation") under the name Definitive Healthcare Corp.

SECOND: The Board of Directors of the Corporation (the "Board") adopted resolutions proposing to amend and restate the Previous Certificate of Incorporation, and the sole stockholder of the Corporation has duly approved the amendment and restatement by written consent pursuant to and in accordance with Section 228 of the DGCL.

THIRD: This Amended and Restated Certificate of Incorporation (this "Certificate of Incorporation") has been duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware (as from time to time in effect, the "DGCL").

FOURTH: This Certificate of Incorporation restated, integrates and further amends in its entirety the Previous Certificate of Incorporation to read as follows:

1. Name. The name of the Corporation is Definitive Healthcare Corp.

2. Address; Registered Office and Agent. The address of the Corporation's registered office in the State of Delaware is c/o the Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle and the name of its registered agent at such address is The Corporation Trust Company.

3. Purposes. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

4. Number of Shares.

4.1 The total number of shares of all classes of stock that the Corporation shall have authority to issue is 675,000,000 shares, consisting of three classes as follows: (i) 600,000,000 shares of Class A common stock, with the par value of $0.001 per share (the "Class A Common

Stock"); (ii) 65,000,000 shares of Class B common stock, with the par value of $0.00001 share (the "Class B Common Stock" and, together with Class A Common Stock, the "Common Stock"); and (iii) 10,000,000 shares of preferred stock, with the par value of $0.001 per share (the "Preferred Stock"). Effective upon the effectiveness of the filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware (the "Reclassification Effective Time"), each share of common stock, par value $0.001 per share (the "Old Common Stock"), issued and outstanding immediately prior to the Reclassification Effective Time, shall automatically, without further action on the part of the Corporation or any holder of such Old Common Stock, be reclassified as and become one (1) validly issued, fully paid and non-assessable share of Class A Common Stock.

4.2 Subject to the rights of the holders of any one or more series of Preferred Stock then outstanding, the number of authorized shares of any class of the Common Stock or the Preferred Stock may be increased or decreased, in each case by the affirmative vote of the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class, irrespective of the provisions of Section 242(b)(2) of the DGCL, and no vote of the holders of any class of the Common Stock or the Preferred Stock voting separately as a class will be required therefor. Notwithstanding the immediately preceding sentence, the number of authorized shares of any particular class may not be decreased below the number of shares of such class then outstanding, plus:

(i) in the case of Class A Common Stock, the number of shares of Class A Common Stock issuable in connection with (x) the redemption or exchange of all outstanding LLC Units corresponding to shares of Class B Common Stock, pursuant to Article 10 of the Second Amended and Restated LLC Agreement of AIDH Topco, LLC and (y) the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Class A Common Stock;

(ii) in the case of Class B Common Stock, the number of shares of Class B Common Stock issuable in connection with the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Class B Common Stock.

5. Classes of Shares. The designation, relative rights, preferences and limitations of the shares of each class of stock are as follows:

5.1 Common Stock.

(i) Voting Rights.

(1) Each holder of Class A Common Stock will be entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote, and each holder of Class B Common Stock will be entitled to one vote for each share of Class B Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote, except that, (x) in each case, to the fullest extent permitted by law and subject to Section 5.1(i)(2), holders of shares of each class of Common Stock, as such, will have no voting power with respect to, and will not be entitled to vote on, any amendment to this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) that relates solely to the terms of any outstanding Preferred Stock if the holders of such Preferred Stock are entitled to vote as a separate class thereon

under this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or under DGCL and (y) holders of shares of Class B Common Stock shall have no vote per share of Class B Common Stock issued to such holder with respect to LLC Units and Corresponding Management Holdings Units that are unvested until such time as such LLC Units or Corresponding Management Holdings Units have vested.

(2) (a) The holders of the outstanding shares of Class A Common Stock shall be entitled to vote separately upon any amendment to this Certificate of Incorporation (including by merger, consolidation, reorganization or similar event) that would alter or change the powers, preferences or special rights of such class of Common Stock in a manner that is disproportionately adverse as compared to the Class B Common Stock and (b) the holders of the outstanding shares of Class B Common Stock shall be entitled to vote separately upon any amendment to this Certificate of Incorporation (including by merger, consolidation, reorganization or similar event) that would alter or change the powers, preferences or special rights of such class of Common Stock in a manner that is disproportionately adverse as compared to the Class A Common Stock, it being understood that any merger, consolidation or other combination transaction shall not be deemed an amendment hereof if such merger, consolidation or other combination transaction (x) constitutes a Disposition Event in which holders of Paired Interests are required to exchange LLC Units pursuant to Section 10.04(b) of the Second Amended and Restated LLC Agreement of AIDH Topco, LLC in such Disposition Event and receive consideration in such Disposition Event in accordance with the terms of the Second Amended and Restated LLC Agreement of AIDH Topco, LLC as in effect prior to such Disposition Event and (y) provides for payments under or in respect of the tax receivable or similar agreement entered by the Corporation from time to time with any holder of Common Stock and/or securities of AIDH Topco, LLC to be made in connection with any such merger, consolidation or other combination transaction in accordance with the terms of such tax receivable or similar agreement as in effect prior to such merger, consolidation or other combination transaction.

(3) Except as otherwise required in this Certificate of Incorporation or by applicable law, the holders of Common Stock will vote together as a single class on all matters (or, if any holders of Preferred Stock are entitled to vote together with the holders of Common Stock, as a single class with the holders of Preferred Stock).

(4) If at any time the ratio at which LLC Units are redeemable or exchangeable for shares of Class A Common Stock pursuant to Article 10 of the Second Amended and Restated LLC Agreement of AIDH Topco, LLC is amended, the number of votes per corresponding share of Class B Common Stock to which holders of shares of Class B Common Stock are entitled pursuant to Section 5.1(i)(1) shall be automatically adjusted accordingly so that from and after such time, the aggregate number of votes that a holder of Class B Common Stock is entitled to vote with respect to all shares of Class B Common Stock held by such holder is equal to the number of share of Class A Common Stock subject to be redeemed or exchanged for all LLC Units held by such holder.

(ii) Dividends; Stock Splits or Combinations.

(1) Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference senior to

or the right to participate with the Class A Common Stock with respect to the payment of dividends, dividends of cash, stock or property may be declared and paid on the Class A Common Stock out of the assets of the Corporation that are by law available therefor, at the times and in the amounts as the Board in its discretion may determine.

(2) Except as provided in Section 5.1(ii)(3) with respect to stock dividends, dividends of cash, stock or property may not be declared or paid on shares of Class B Common Stock.

(3) In no event will any stock dividend, stock split, reverse stock split, combination of stock, reclassification or recapitalization be declared or made on any class of Common Stock (each, a "Stock Adjustment") unless (a) a corresponding Stock Adjustment for all other classes of Common Stock not so adjusted at the time outstanding is made in the same proportion and the same manner and (b) the Stock Adjustment has been reflected in the same economically equivalent manner on all LLC Units. Stock dividends with respect to each class of Common Stock may only be paid with shares of stock of the same class of Common Stock.

(iii) Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and of the preferential and other amounts, if any, to which the holders of Preferred Stock are entitled, if any, the holders of all outstanding shares of Class A Common Stock will be entitled to receive the assets of the Corporation available for distribution ratably in proportion to the number of shares of Class A Common Stock. Without limiting the rights of the holders of Class B Common Stock to exchange their LLC Units for shares of Class A Common Stock in accordance with Section 10.01 of the Second Amended and Restated LLC Agreement of AIDH Topco, LLC (or for the consideration payable in respect of shares of Class A Common Stock in such voluntary or involuntary liquidation, dissolution or winding-up), the holders of shares of Class B Common Stock, as such, will not be entitled to receive, with respect to such shares, any assets of the Corporation in excess of the par value thereof, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

5.2 Preferred Stock. Shares of Preferred Stock may be issued from time to time in one or more series of any number of shares, provided that the aggregate number of shares issued of any and all such series shall not exceed the total number of shares of Preferred Stock hereinabove authorized, and with such powers, including voting powers, if any, and the designations, preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, all as shall hereafter be stated and expressed in the resolution or resolutions providing for the designation and issue of such shares of Preferred Stock from time to time adopted by the Board pursuant to authority so to do which is hereby expressly vested in the Board. The powers, including voting powers, if any, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Each series of shares of Preferred Stock: (i) may have such voting rights or powers, full or limited, if any; (ii) may be subject to redemption at such time or times and at such prices, if any; (iii) may be entitled to receive dividends (which may be cumulative or noncumulative) at such rate or rates, on such conditions and at such times, and payable in

preference to, or in such relation to, the dividends payable on any other class or classes or series of stock, if any; (iv) may have such rights upon the voluntary or involuntary liquidation, winding-up or dissolution of, upon any distribution of the assets of, or in the event of any merger, sale or consolidation of, the Corporation, if any; (v) may be made convertible into or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Corporation (or any other securities of the Corporation or any other Person) at such price or prices or at such rates of exchange and with such adjustments, if any; (vi) may be entitled to the benefit of a sinking fund to be applied to the purchase or redemption of shares of such series in such amount or amounts, if any; (vii) may be entitled to the benefit of conditions and restrictions upon the creation of indebtedness of the Corporation or any subsidiary, upon the issue of any additional shares (including additional shares of such series or of any other series) and upon the payment of dividends or the making of other distributions on, and the purchase, redemption or other acquisition by the Corporation or any subsidiary of, any outstanding shares of the Corporation, if any; (viii) may be subject to restrictions on transfer or registration of transfer, or on the amount of shares that may be owned by any Person or group of Persons; and (ix) may have such other relative, participating, optional or other special rights, qualifications, limitations or restrictions thereof, if any; all as shall be stated in said resolution or resolutions of the Board providing for the designation and issue of such shares of Preferred Stock.

6. Class B Common Stock.

6.1 Retirement of Class B Shares. No holder of Class B Common Stock may Transfer shares of Class B Common Stock to any Person unless such holder transfers a corresponding number of LLC Units to the same Person in accordance with the provisions of the Second Amended and Restated LLC Agreement of AIDH Topco, LLC, as such agreement may be amended from time to time in accordance with the terms thereof. If any outstanding share of Class B Common Stock ceases to be held by a holder of an LLC Unit or by a holder of Corresponding Management Holdings Units, such share shall automatically and without further action on the part of the Corporation or such holder be transferred to the Corporation for no consideration and retired and canceled.

6.2 Reservation of Shares of Class A Common Stock. The Corporation will at all times reserve and keep available out of its authorized and unissued shares of Class A Common Stock, solely for the purpose of the issuance upon the redemption or exchange of LLC Units, the number of shares of Class A Common Stock that are issuable upon the redemption or exchange of all outstanding LLC Units held by holders of Paired Interests, pursuant to Article 10 of the Second Amended and Restated LLC Agreement of AIDH Topco, LLC. The Corporation covenants that all the shares of Class A Common Stock that are issued upon the redemption or exchange of such Paired Interests will, upon issuance, be validly issued, fully paid and non-assessable.

6.3 Taxes. The issuance of shares of Class A Common Stock upon the exercise by holders of Paired Interests of their right under Section 10.01 of the Second Amended and Restated LLC Agreement of AIDH Topco, LLC to exchange their LLC Units or have their LLC Units redeemed will be made without charge to such holders for any transfer taxes, stamp taxes or duties or other similar tax in respect of the issuance; provided, however, that if any such shares of Class A Common Stock are to be issued in a name other than that of the then record holder of the LLC Units being redeemed or exchanged (or The Depository Trust Company or its nominee for the

account of a participant of The Depository Trust Company that will hold the shares for the account of such holder), then such holder and/or the Person in whose name such shares are to be delivered, shall pay to the Corporation the amount of any tax that may be payable in respect of any transfer involved in the issuance or shall establish to the reasonable satisfaction of the Corporation that the tax has been paid or is not payable.

6.4 Preemptive Rights. To the extent LLC Units are issued pursuant to the Second Amended and Restated LLC Agreement of AIDH Topco, LLC to anyone other than the Corporation or a wholly owned subsidiary of the Corporation (including pursuant to Section 9.02 (or any equivalent successor provision) of the Second Amended and Restated LLC Agreement of AIDH Topco, LLC), an equivalent number of shares of Class B Common Stock (subject to adjustment as set forth herein) shall concurrently be issued to the same Person to which such LLC Units are issued.

7. Board of Directors.

7.1 Powers of the Board. Except as otherwise provided by the DGCL or this Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board. In addition to the powers and authority expressly conferred upon them by applicable law or by this Certificate of Incorporation (including any certificate of designations relating to any series or class of Preferred Stock) or the By-laws of the Corporation (the "By-laws"), the Board is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, except as otherwise specifically required by law or as otherwise provided in this Certificate of Incorporation (including any certificate of designations relating to any series or class of Preferred Stock).

7.2 Number of Directors. The total number of directors of the Corporation (the "Directors") constituting the Board shall be at least one, and subject to any rights of the holders of any series of Preferred Stock then outstanding to elect additional directors under specified circumstances or otherwise, the total number of directors constituting the whole Board of Directors shall be determined from time to time exclusively by resolution adopted by the Board of Directors.

7.3 Classification. Subject to the terms of any one or more series or classes of Preferred Stock:

(i) The Board shall be and is divided into three classes designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board. The Board may assign members of the Board already in office to such classes as of the date the shares of Class A Common Stock are first publicly traded (the "IPO Date"). No Director shall be a member of more than one class. Directors shall be elected by the plurality of the votes cast by the holders of shares present in person or represented by proxy at the meeting and entitled to vote thereon.

(ii) The term of office of the initial Class I Directors shall expire at the first annual meeting of the stockholders following the IPO Date; the term of office of the initial Class II Directors shall expire at the second annual meeting of the stockholders following the IPO Date; and the term of office of the initial Class III Directors shall expire at the third annual meeting of

the stockholders following the IPO Date. At each annual meeting of stockholders, commencing with the first annual meeting of stockholders following the IPO Date, successors to the class of Directors whose term expires at that annual meeting shall be elected to hold office until the third annual meeting next succeeding his or her election and until his or her respective successor shall have been duly elected and qualified. If the number of Directors is changed, any increase or decrease shall be apportioned among the classes in such a manner as the Board shall determine so as to maintain the number of Directors in each class as nearly equal as possible, but in no case will a decrease in the number of Directors shorten the term of any incumbent Director.

7.4 Elections of Directors. Elections of Directors need not be by written ballot except to the extent provided in the By-laws.

7.5 Advance Notice. Advance notice of nominations for the election of Directors or proposals of other business to be considered by stockholders, made other than by the Board or a duly authorized committee thereof or any authorized officer of the Corporation to whom the Board or such committee shall have delegated such authority, shall be given in the manner provided in the By-laws. Without limiting the generality of the foregoing, the Bylaws may require that such advance notice include such information as the Board may deem appropriate or useful.

7.6 Removal of Directors. Subject to the terms of any one or more series or classes of Preferred Stock, any Director who is elected to serve a three-year term may be removed from office during such term, at any time by the affirmative vote of the holders of at least a majority of the voting power of the Corporation's outstanding shares of stock entitled to vote generally in the election of Directors, voting together as a single class, and only for cause, for so long as the Board is classified.

7.7 Term. Directors shall hold office until the annual meeting for the year in which their terms expire and until the election and qualification of their respective successors in office or until such Director's earlier death, resignation or removal.

7.8 Vacancies. Subject to the terms of any one or more series or classes of Preferred Stock, any vacancies in the Board for any reason and any newly created directorships resulting by reason of any increase in the number of Directors shall be filled only by the Board (and not by the stockholders), acting by a majority of the remaining Directors then in office, even if less than a quorum, or by a sole remaining Director, and any Directors so appointed shall hold office until the next election of the class of Directors to which such Directors have been appointed and until their successors are duly elected and qualified.

7.9 Director Elections by Holders of Preferred Stock. Notwithstanding the foregoing, whenever the holders of any one or more series or classes of Preferred Stock shall have the right, voting separately by series or class, to elect one or more Directors at an annual or special meeting of stockholders, the election, filling of vacancies, removal of Directors and other features of such one or more directorships shall be governed by the terms of such one or more series or classes of Preferred Stock to the extent permitted by law. During any period when the holders of any series of Preferred Stock, voting separately as a series or together with one or more series, have the right to elect additional directors, then upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the

Corporation shall automatically be increased by such specified number of directors, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions, and (ii) each such additional director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, resignation, disqualification or removal. Except as otherwise provided by the Board of Directors in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such additional directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such director thereupon shall cease to be qualified as, and shall cease to be, a director) and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

8. Stockholder Action by Written Consent. Subject to the terms of any one or more series or classes of Preferred Stock, from and after the time that the Advent Sponsor and its Affiliates collectively beneficially own (as shall be determined in accordance with Rules 13d-3 and 13d-5 of the Exchange Act) less than 30% of the voting power of then outstanding shares of capital stock of the Corporation, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such stockholders of the Corporation and may not be effected by any written consent in lieu of a meeting by such stockholders.

9. Meetings of Stockholders.

9.1 An annual meeting of stockholders for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting shall be held at such place, on such date, and at such time as shall be fixed exclusively by resolution of the Board or duly authorized committee thereof.

9.2 Subject to the terms of any one or more series or classes of Preferred Stock, special meetings of the stockholders of the Corporation, for any purpose or purposes, may be called at any time, but only by or at the direction of the chairperson of the Board (the "Chairperson") or the chief executive officer of the Corporation.

9.3 There shall be no cumulative voting in the election of directors. Unless and except to the extent that the By-laws shall so require, the election of the Directors need not be by written ballot.

9.4 Any meeting of stockholders may be postponed, rescheduled or canceled by action of the Board at any time in advance of such meeting. The Board shall have the power to adopt such rules and regulations for the conduct of the meetings and management of the affairs of the Corporation as they may deem proper and the power to adjourn or recess any meeting of stockholders without a vote of the stockholders, which powers may be delegated by the Board to the Chairperson in either such rules and regulations or pursuant to the By-laws.

9.5 Meetings of stockholders may be held within or without the State of Delaware, as the By-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the DGCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the By-laws of the Corporation.

10. Business Combinations.

10.1 Section 203 of the DGCL. The Corporation shall not be governed by Section 203 of the DGCL, and the restrictions contained therein shall not apply to the Corporation.

10.2 Limitations on Business Combinations. Notwithstanding the foregoing, the Corporation shall not engage in any business combination (as defined below), at any point in time at which the Class A Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, with any interested stockholder (as defined below) for a period of three (3) years following the time that such stockholder became an interested stockholder, unless:

(i) prior to such time, the Board approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder; or

(ii) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least eighty-five percent (85%) of the voting stock (as defined below) of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned by (1) persons who are directors and also officers of the Corporation and (2) employee stock plans of the Corporation in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

(iii) at or subsequent to such time, the business combination is approved by the Board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66⅔% of the outstanding voting stock of the Corporation which is not owned by the interested stockholder.

10.3. Exceptions to Prohibition on Interested Stockholder Transactions. The restrictions contained in this Section 10 shall not apply if:

(i) a stockholder becomes an interested stockholder inadvertently and (A) as soon as practicable divests itself of ownership of sufficient shares so that the stockholder ceases to be an interested stockholder; and (B) would not, at any time within the three- year period immediately prior to a business combination between the Corporation and such stockholder, have been an interested stockholder but for the inadvertent acquisition of ownership; or

(ii) the business combination is proposed prior to the consummation or abandonment of and subsequent to the earlier of the public announcement or the notice required hereunder of a proposed transaction which (A) constitutes one of the transactions described in the second sentence of this Section 10.3(ii); (B) is with or by a person who either was not an interested stockholder during the previous three years or who became an interested stockholder with the approval of the Board; and (C) is approved or not opposed by a majority of the directors then in

office (but not less than one) who were directors prior to any person becoming an interested stockholder during the previous three years or were recommended for election or elected to succeed such directors by a majority of such directors. The proposed transactions referred to in the preceding sentence are limited to (x) a merger or consolidation of the Corporation (except for a merger in respect of which, pursuant to Section 251(f) of the DGCL, no vote of the stockholders of the Corporation is required); (y) a sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation (other than to any direct or indirect wholly-owned subsidiary or to the Corporation) having an aggregate market value equal to fifty percent (50%) or more of either that aggregate market value of all of the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock (as defined hereinafter) of the Corporation; or (z) a proposed tender or exchange offer for fifty percent (50%) or more of the outstanding voting stock of the Corporation. The Corporation shall give not less than 20 days' notice to all interested stockholders prior to the consummation of any of the transactions described in clause (x) or (y) of the second sentence of this Section 10.3(ii).

10.4 Section 10 Definitions. As used in this Section 10 only, and unless otherwise provided by the express terms of this Section 10, the following terms shall have the meanings ascribed to them as set forth in this Section 10.4 and, to the extent such terms are defined elsewhere in this Certificate of Incorporation, such definition shall not apply to this Section 10:

(i) "associate" when used to indicate a relationship with any Person, means: (1) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of twenty percent (20%) or more of any class of voting stock; (2) any trust or other estate in which such Person has at least a twenty percent (20%) beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity; and (3) any relative or spouse of such Person, or any relative of such spouse, who has the same residence as such Person.

(ii) "business combination" when used in reference to the Corporation and any interested stockholder of the Corporation, means:

(1) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation (i) with the interested stockholder, or (ii) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation, Section 10.2 is not applicable to the surviving entity;

(2) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to ten percent (10%) or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation;

(3) any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary to the interested stockholder, except: (a) pursuant to the exercise, exchange or conversion of the securities exercisable for, exchangeable for or convertible into stock of the Corporation or any subsidiary which securities were outstanding prior to the time that the interested stockholder became such; (b) pursuant to a merger under Section 251(g) of the DGCL; (c) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which security is distributed, pro rata to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (d) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (e) any issuance or transfer of stock by the Corporation; provided, however, that in no case under items (c)-(e) of this Section 10.4(ii)(3) shall there be an increase in the interested stockholder's proportionate share of the stock of any class or series of the Corporation or the voting stock of the Corporation (except as a result of immaterial changes due to fractional share adjustments);

(4) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation which has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or securities convertible into the stock of any class or series, of the Corporation or of any such subsidiary which is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of stock not caused, directly or indirectly, by the interested stockholder; or

(5) any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges, or other financial benefits (other than those expressly permitted in Sections 10.4(ii)(1) or 10.4(ii)(4) above) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

(iii) "control," including the terms "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting stock, by contract, or otherwise. A Person who is the owner of twenty percent (20%) or more of the outstanding voting stock of any corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such Person holds voting stock, in good faith and not for the purpose of circumventing this Section 10, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group (as such term is used in Rule 13d-5 under the Exchange Act, as such Rule is in effect as of the date of this Certificate of Incorporation) have control of such entity.

(iv) "interested stockholder" means any Person (other than the Corporation or any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of fifteen percent (15%) or more of the outstanding voting stock of the Corporation, or (ii) is an affiliate or

associate of the Corporation and was the owner of fifteen percent (15%) or more of the outstanding voting stock of the Corporation at any time within the three (3) year period immediately prior to the date on which it is sought to be determined whether such Person is an interested stockholder, and the affiliates and associates of such Person; provided, however, that the term "interested stockholder" shall in no case include or be deemed to include (1) the Investors or their direct and indirect transferees, or (2) any Person whose ownership of share in excess of the fifteen percent (15%) limitation set forth herein is the result of any action taken solely by the Corporation; provided that such Person specified in this clause (2) shall be an interested stockholder if thereafter such Person acquires additional shares of voting stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such Person. For the purpose of determining whether a Person is an interested stockholder, the voting stock of the Corporation deemed to be outstanding shall include voting stock deemed to be owned by the Person through application of the definition of "owner" below but shall not include any other unissued stock of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(v) "Investors" means (1) the Advent Sponsor and any of its affiliates or successors or any group, or any member of any such group, to which such persons are a party under Rule 13d-5 of the Exchange Act, for so long as they collectively own, directly or indirectly, 5% or more of the voting power of the Corporation's then outstanding shares of voting stock and (2) Spectrum Equity Management, L.P. and any of its affiliates or successors or any group, or any member of any such group, to which such persons are a party under Rule 13d-5 of the Exchange Act, for so long as they collectively own, directly or indirectly, 5% or more of the voting power of the Corporation's then outstanding shares of voting stock.

(vi) "owner," including the terms "own" and "owned," when used with respect to any stock, means a Person that individually or with or through any of its affiliates or associates:

(1) beneficially owns such stock, directly or indirectly; or

(2) has (a) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants, options, or otherwise; provided, however, that a Person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such Person or any of such Person's affiliates or associates until such tendered stock is accepted for purchase or exchange; or (b) the right to vote such stock pursuant to any agreement, arrangement or understanding; provided, however, that a Person shall not be deemed the owner of any stock because of such Person's right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to ten (10) or more Persons; or

(3) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in clause (b) of Section 10.4(vi)(2)), or disposing of such stock with any other Person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.

(vii) “stock” means, with respect to any corporation, capital stock and, with respect to any other entity, any equity interest.

(viii) “voting stock” means, with respect to any corporation, stock of any class or series entitled to vote generally in the election of directors and, with respect to any entity that is not a corporation, any equity interest entitled to vote generally in the election of the governing body of such entity. Every reference to a percentage of voting stock in this Section 10 shall refer to such percentage of the votes of such voting stock..

11. Limitation of Liability of Directors. To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended, no director of the Corporation shall have any personal liability to the Corporation or any of its stockholders for monetary damages for any breach of fiduciary duty as a director. If the DGCL is amended hereafter to permit the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended, without further action by the Corporation. Any alteration, amendment, addition to or repeal of this Section 11, or adoption of any provision of this Certificate of Incorporation (including any certificate of designations relating to any series or class of Preferred Stock) inconsistent with this Section 11, shall not reduce, eliminate or adversely affect any right or protection of a director of the Corporation existing at the time of such alteration, amendment, addition to, repeal or adoption with respect to acts or omissions occurring prior to such alteration, amendment, addition to, repeal or adoption.

12. Indemnification and Advancement. The Corporation shall indemnify, advance expenses to and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any current or former director or officer of the Corporation (“Indemnitee”) who was or is made or is threatened to be made a party or is otherwise involved in any “Proceeding,” which shall include any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Corporation or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative or investigative (formal or informal) nature, including appeal therefrom, in which Indemnitee was, is, will or might be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director or officer of the Corporation, by reason of any action (or failure to act) taken by him or her of any action (or failure to act) on his or her part while acting as a director or officer of the Corporation, or by reason of the fact that Indemnitee is or was serving at the request of the Corporation as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of any other Enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Section 12. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this Section 12. Neither any amendment nor repeal of this Section 12, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Section 12, shall eliminate or reduce the effect of this Section 12 in respect of any acts or omissions occurring prior to such alteration, amendment,

addition to, repeal or adoption. This provision should be read in conjunction with Article VI of the Bylaws.

13. Amendment to the By-Laws. In furtherance and not in limitation of the powers conferred upon it by the laws of the State of Delaware, the Board is expressly authorized and empowered to make, alter, amend, add to or repeal any and all Bylaws by resolution of the Board. In addition to any vote required by this Certificate of Incorporation (including any certificate of designations relating to any series or class of Preferred Stock) or applicable law, the affirmative vote of the holders of at least a majority of the voting power of the Corporation's then outstanding shares entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to make, alter, amend, add to or repeal any or all Bylaws of the Corporation or to adopt any provision inconsistent therewith.

14. Amendment. The Corporation reserves the right, at any time and from time to time, to alter, amend, add to or repeal any provision contained in this Certificate of Incorporation (including any certificate of designations relating to any series or class of Preferred Stock) in any manner now or hereafter prescribed by the laws of the State of Delaware, and all rights, preferences, privileges and powers of any nature conferred upon stockholders, directors or any other Persons herein are granted subject to this reservation.

15. Exclusive Forum.

15.1 Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery lacks jurisdiction, a state court located within the State of Delaware or the federal district court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for: any (a) derivative action or proceeding brought on behalf of the Corporation; (b) action asserting a claim of breach of a fiduciary duty owed by or other wrongdoing by any current or former director, officer, employee, agent or stockholder of the Corporation to the Corporation or the Corporation's stockholders; (c) action asserting a claim arising under any provision of the DGCL or this Certificate of Incorporation or the By-laws (as either may be amended from time to time), or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware; or (d) action asserting a claim governed by the internal affairs doctrine. This Section 15.1 shall not apply in any respect to claims or causes of action brought to enforce a duty or liability created by the Securities Act of 1933, as amended (the "Securities Act"), or the Securities Exchange Act of 1934, as amended, or the rules and regulations promulgated thereunder or any other claim or cause of action for which the federal courts have exclusive jurisdiction.

15.2 Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any action asserting a claim arising under the Securities Act or the rules and regulations promulgated thereunder.

16. Severability. If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each

portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its Directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

17. Corporate Opportunity. To the fullest extent permitted by Section 122(17) of the DGCL and except as may be otherwise expressly agreed in writing by the Corporation, the Corporation, on behalf of itself and its subsidiaries, renounces any interest or expectancy of the Corporation and its subsidiaries in, or in being offered an opportunity to participate in, business opportunities, which are from time to time presented to the Advent Sponsor, Spectrum Equity Management, L.P., 22C Capital LLC or any of their respective managers, officers, directors, agents, stockholders, members, partners, affiliates and subsidiaries (other than the Corporation and its subsidiaries), even if the opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and, to the fullest extent permitted by law, no such person or entity shall be liable to the Corporation or any of its subsidiaries for breach of any fiduciary or other duty, as a director or officer or otherwise, by reason of the fact that such person or entity pursues or acquires such business opportunity, directs such business opportunity to another person or entity or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or its subsidiaries unless, in the case of any such person who is a director or officer of the Corporation, such business opportunity is expressly offered to such director or officer in writing solely in his or her capacity as a director or officer of the Corporation. Neither the alteration, amendment, addition to or repeal of this Section 17, nor the adoption of any provision of this Certificate of Incorporation (including any certificate of designations relating to any series or class of Preferred Stock) inconsistent with this Section 17, shall eliminate or reduce the effect of this Section 17 in respect of any business opportunity first identified or any other matter occurring, or any cause of action, suit or claim that, but for this Section 17, would accrue or arise, prior to such alteration, amendment, addition, repeal or adoption.

18. Definitions. As used in this Certificate of Incorporation, unless the context otherwise requires or as set forth in another Section of this Certificate of Incorporation, the term:

(a) "Advent Sponsor" means Advent International Corporation.

(b) "AIDH Topco, LLC" means AIDH Topco, LLC, a Delaware limited liability company or any successor thereto.

(c) "Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person; provided, that (i) neither the Corporation nor any of its subsidiaries will be deemed an Affiliate of any stockholder of the Corporation or any of such stockholders' Affiliates and (ii) no stockholder of the Corporation will be deemed an Affiliate of any other stockholder of the Corporation, in each case, solely by reason of any investment in the Corporation.

(d) "control" (including the terms "controlling" and "controlled"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of such subject Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

(e) "Corresponding Management Holdings Units" has the meaning set forth in the Second Amended and Restated LLC Agreement of AIDH Topco, LLC.

(f) "Director" is defined in Section 7.2.

(g) "Disposition Event" means any merger, consolidation or other business combination of the Corporation, whether effectuated through one transaction or series of related transactions (including a tender offer followed by a merger in which holders of Class A Common Stock receive the same consideration per share paid in the tender offer), unless, following such transaction, all or substantially all of the holders of the voting power of all outstanding classes of Common Stock and series of Preferred Stock that are generally entitled to vote in the election of Directors prior to such transaction or series of transactions, continue to hold a majority of the voting power of the surviving entity (or its direct or indirect parent) resulting from such transaction or series of transactions in substantially the same proportions as immediately prior to such transaction or series of transactions.

(h) "Enterprise" means the Corporation and any other corporation, constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which the Corporation (or any of their wholly owned subsidiaries) is a party, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, of which Indemnitee is or was serving at the request of the Corporation as a director, officer, trustee, general partner, managing member, fiduciary or employee.

(i) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor law or statute, together with the rules and regulations promulgated thereunder.

(j) "LLC Unit" means a nonvoting interest unit of AIDH Topco, LLC.

(k) "Paired Interest" means one LLC Unit together with one share of Class B Common Stock, subject to adjustment pursuant to Article 10 of the Second Amended and Restated LLC Agreement of AIDH Topco, LLC.

(l) "Permitted Transferee" means (i) in the case of any transferor that is not a natural person, any Person that is an Affiliate of such transferor and (ii) in the case of any transferor that is a natural person, (A) any Person to whom Common Stock is transferred from such transferor (1) by will or the laws of descent and distribution or (2) by gift without consideration of any kind; provided that, in the case of clause (2), such transferee is the spouse, the lineal descendant, sibling, parent, heir, executor, administrator, testamentary trustee, legatee or beneficiary of such transferor, (B) a trust that is for the exclusive benefit of such transferor or its Permitted Transferees under (A) above or (C) any institution qualified as tax-exempt under Section 501(c)(3) of the Code.

(m) "Person" means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity.

(n) "Second Amended and Restated LLC Agreement of AIDH Topco, LLC" means the Second Amended and Restated Limited Liability Company Agreement, dated as of September 14, 2021, by and among the Corporation, the other members of AIDH Topco and the other Persons that may become parties thereto from time to time, as the same may be amended, restated, supplemented and/or otherwise modified, from time to time.

(o) "Transfer" of a share of Class B Common Stock means, directly or indirectly, any sale, assignment, transfer, exchange, gift, bequest, pledge, hypothecation or other disposition or encumbrance of such share or any legal or beneficial interest in such share, in whole or in part, whether or not for value and whether voluntary or involuntary or by operation of law; provided, however, that the following shall not be considered a "Transfer": (i) entering into a voting trust, agreement or arrangement (with or without granting a proxy) solely with the Corporation and/or its stockholders that (x) is disclosed either in a Schedule 13D filed with the Securities and Exchange Commission or in writing to the Secretary of the Corporation, (y) either has a term not exceeding one (1) year or is terminable by the holder of the shares subject thereto at any time and (z) does not involve any payment of cash, securities, property or other consideration to the holder of the shares subject thereto other than the mutual promise to vote shares in a designated manner; (ii) entering into a customary voting or support agreement (with or without granting a proxy) in connection with any merger, consolidation or other combination transaction of the Corporation, whether effectuated through one transaction or series of related transactions (including a tender offer followed by a merger in which holders of Class A Common Stock receive the same consideration per share paid in the tender offer); (iii) the pledge of shares of capital stock of the Corporation by a stockholder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction so long as such stockholder continues to exercise sole voting control over such pledged shares; provided, however, that a foreclosure on such shares or other similar action by the pledgee shall constitute a "Transfer"; or (iv) the fact that the spouse of any holder of Class B Common Stock possesses or obtains an interest in such holder's shares of Class B Common Stock arising solely by reason of the application of the community property laws of any jurisdiction, so long as no other event or circumstance shall exist or have occurred that constitutes a "Transfer" of such shares of Class B Common Stock.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation of Definitive Healthcare Corp. has been duly executed by the officer below this 14th day of September, 2021.

By: /s/ Jason Krantz
Name: Jason Krantz
Title: Chief Executive Officer

[*Signature Page to Amended and Restated Certificate of Incorporation*]

Exhibit 3.2

AMENDED AND RESTATED BYLAWS
OF

DEFINITIVE HEALTHCARE CORP.
(a Delaware corporation)

Effective September 14, 2021

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. The annual meeting of the stockholders of Definitive Healthcare Corp. (the "Corporation") for the election of directors and for the transaction of such other business as properly may come before such meeting shall be held at such place, either within or without the State of Delaware, or, within the sole discretion of the Board of Directors of the Corporation (the "Board of Directors" or "Board"), and subject to such guidelines and procedures as the Board of Directors may adopt, by means of remote communication as authorized by the General Corporation Law of the State of Delaware (the "DGCL"), and at such date and at such time as may be fixed from time to time by resolution of the Board of Directors and set forth in the notice of the meeting.

Section 1.02. Special Meetings. Subject to the terms of any one or more series or classes of preferred stock, special meetings of the stockholders of the Corporation, for any purpose or purposes, may be called at any time, but only by or at the direction of a majority of the directors then in office, the Chairperson of the Board of Directors or the Chief Executive Officer of the Corporation. The ability of stockholders to call a special meeting of stockholders is specifically denied. Any such special meetings of the stockholders shall be held at such places, within or without the State of Delaware, or, within the sole discretion of the Board of Directors, and subject to such guidelines and procedures as the Board of Directors may adopt, by means of remote communication as authorized by the DGCL, as shall be specified in the notice thereof.

Section 1.03. Stockholder Action by Consent. Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote only to the extent permitted by and in the manner provided in the Certificate of Incorporation of the Corporation (as it may be amended from time to time, the "Certificate of Incorporation") and in accordance with applicable law.

Section 1.04. Notice of Meetings; Waiver.

(a) Unless otherwise prescribed by statute or the Certificate of Incorporation of the Corporation , the Secretary of the Corporation or any Assistant Secretary shall cause notice of the place, if any, date and hour of each meeting of the stockholders, and, in the case of a special meeting, the purpose or purposes for which such meeting is called, and the means of remote

communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, to be given personally by mail or by electronic transmission, or as otherwise provided in these Bylaws, not fewer than ten (10) nor more than sixty (60) days prior to the meeting, except as otherwise required by applicable law, the Certificate of Incorporation or these Bylaws.

(b) All such notices shall be delivered in writing or in any other manner permitted by the DGCL. If mailed, such notice shall be deemed given when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the Corporation. If delivered by courier service, notice shall be deemed given at the earlier of when the notice is received or left at such stockholder's address as the same appears on the records of the Corporation. If given by electronic mail, notice shall be deemed given when directed to such stockholder's electronic mail address unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the DGCL. Notice to stockholders may also be given by other forms of electronic transmission consented to by the stockholder. If given by facsimile telecommunication, such notice shall be deemed given when directed to a number at which the stockholder has consented to receive notice by facsimile. If given by a posting on an electronic network together with separate notice to the stockholder of such specific posting, such notice shall be deemed given upon the later of (x) such posting and (y) the giving of such separate notice. If notice is given by any other form of electronic transmission, such notice shall be deemed given when directed to the stockholder.

(c) Notwithstanding Section 1.04(b) of this Article I, a notice may not be given by electronic transmission (including email) from and after the time: (i) the Corporation is unable to deliver by electronic transmission two (2) consecutive notices given by the Corporation; and (ii) such inability becomes known to the secretary or an assistant secretary of the Corporation or to the transfer agent or other person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. For purposes of these Bylaws, except as otherwise limited by applicable law, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such recipient through an automated process. A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the Corporation. A notice by electronic mail will include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the corporation who is available to assist with accessing such files or information.

(d) A written waiver of any notice of any annual or special meeting signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, shall be deemed equivalent to notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders need be specified in a written waiver of notice. Attendance of a stockholder at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at

the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(e) If a stockholder meeting is to be held by means of remote communication and stockholders will take action at such meeting, the notice of such meeting must: (i) specify the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present and vote at such meeting; and (ii) provide, or be accompanied by, the information required to access the stockholder list. A waiver of notice may be given by electronic transmission.

Section 1.05. Quorum. Except as otherwise required by law or by the Certificate of Incorporation or these Bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of record of a majority in voting power of the shares entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business at such meeting. Where a separate vote by one or more classes or series is required, the presence in person or by proxy of the holders of record of a majority in voting power of the shares entitled to vote shall constitute a quorum entitled to take action with respect to that vote on that matter. Shares of the corporation's capital stock shall neither be entitled to vote nor counted for quorum purposes if such shares belong to (i) the corporation, (ii) another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation or (iii) any other entity, if a majority of the voting power of such other entity is otherwise controlled, directly or indirectly, by the corporation; provided, however, that the foregoing shall not limit the right of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.06. Voting.

(a) Except as otherwise provided by or pursuant to the provisions of the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question.

(b) Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, directors shall be elected as set forth in Section 2.02 of these Bylaws. All other matters presented to the stockholders at a meeting at which a quorum is present shall, unless a different or minimum vote is required by the Certificate of Incorporation, these Bylaws, the rules or regulations of any stock exchange applicable to the Corporation, or any law or regulation applicable to the Corporation or its securities, in which case such different or minimum vote shall be the applicable vote on the matter, be decided by the affirmative vote of the holders of a majority in voting power of the shares of stock of the corporation which are present in person or by proxy and entitled to vote thereon.

Section 1.07. Voting by Ballot. No vote of the stockholders on an election of directors or any other matter need be taken by written ballot or by electronic transmission unless otherwise provided in the Certificate of Incorporation or required by law.

Section 1.08. Postponement and Adjournment. Any meeting of stockholders may be postponed, rescheduled or cancelled by action of the Board of Directors at any time in

advance of such meeting. If a quorum is not present at any meeting of the stockholders, the Chairperson of such meeting shall have the power to adjourn the meeting without a vote of the stockholders. In the absence of a quorum, the stockholders so present may, by the affirmative vote of the holders of a majority in voting power of the shares of the Corporation which are present in person or by proxy and entitled to vote thereon, adjourn the meeting from time to time until a quorum shall attend. Notice of any adjourned meeting of the stockholders of the Corporation need not be given if the place, if any, date and hour thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting.

Section 1.09. Proxies. Any stockholder entitled to vote at any meeting of the stockholders may authorize another person or persons to vote at any such meeting and express such vote on behalf of such stockholder by proxy. A stockholder may authorize a valid proxy by executing a written instrument signed by such stockholder, or by causing such stockholder's signature to be affixed to such writing by any reasonable means including, but not limited to, by transmitting or authorizing the transmission of a telegram, cablegram or other means of electronic transmission to the person designated as the holder of the proxy, a proxy solicitation firm or a like authorized agent. Such proxy must be filed with the Secretary of the Corporation before or at the time of the meeting at which such proxy will be voted. No such proxy shall be voted or acted upon after the expiration of three (3) years from the date of such proxy, unless such proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary of the Corporation either an instrument in writing revoking the proxy or another duly executed proxy bearing a later date. Proxies by telegram, cablegram, or other electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram, or other electronic transmission was authorized by the stockholder. Any copy or other reliable reproduction of a writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 1.10. Organization; Procedure. At every meeting of stockholders, the Chairperson of such meeting shall be the Chairperson of the Board or, if no Chairperson of the Board has been elected or in the event of his or her absence or disability, a Chairperson chosen by the Board of Directors. The Secretary of the Corporation, or in the event of his or her absence or disability, an Assistant Secretary, if any, or if there be no Assistant Secretary, in the absence of the

Secretary of the Corporation, an appointee of the Chairperson of the meeting, shall act as Secretary of the meeting. The order of business and all other matters of procedure at every meeting of stockholders may be determined by the Chairperson of such meeting.

Section 1.11. Business at Annual and Special Meetings. No business may be transacted at an annual or special meeting of stockholders other than business that is:

(a) specified in a notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors or a duly authorized committee thereof,

(b) otherwise brought before the meeting by or at the direction of the Board of Directors or a duly authorized committee thereof or any authorized officer of the Corporation to whom the Board of Directors or such committee shall have delegated such authority, or

(c) otherwise brought before the meeting by a "Noticing Stockholder" who complies with the notice procedures set forth in Section 1.12 of these Bylaws.

A "Noticing Stockholder" must be a "Record Holder". A "Record Holder" is a stockholder that holds of record stock of the Corporation entitled to vote at the meeting on the business (including any election of a director) to be appropriately conducted at the meeting. Clause (c) of this Section 1.11 shall be the exclusive means for a Noticing Stockholder to make director nominations or submit other business before a meeting of stockholders (other than proposals brought under Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and included in the Corporation's notice of meeting, which proposals are not governed by these Bylaws). Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at a stockholders' meeting except in accordance with the procedures set forth in Section 1.11 and Section 1.12 of these Bylaws.

Section 1.12. Notice of Stockholder Business and Nominations. In order for a Noticing Stockholder to properly bring any item of business before a meeting of stockholders, the Noticing Stockholder must give timely notice thereof in writing to the Secretary of the Corporation in compliance with the requirements of this Section 1.12. This Section 1.12 shall constitute an "advance notice provision" for annual meetings for purposes of Rule 14a-4(c)(1) under the Exchange Act.

(a) To be timely, a Noticing Stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation:

(i) in the case of an annual meeting of stockholders, not earlier than the open of business on the one-hundred twentieth (120th) day and not later than the close of business on the ninetieth (90th) day prior to the first anniversary of the preceding year's annual meeting (which date shall be May 30, 2021 for purposes of the Corporation's first annual meeting of stockholders after its shares of stock are first publicly traded); provided, however, that in the event the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the open of business on the one-hundred twentieth (120th) day prior to the date of such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to the date of such

annual meeting or, if the first public announcement by the Corporation of the date of such annual meeting is less than one hundred (100) days prior to the date of such annual meeting, the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation;

(ii) in the case of a special meeting of stockholders called for the purpose of electing directors, not earlier than the open of business on the one-hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the date on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made by the Corporation, whichever first occurs; and

(iii) in no event shall any adjournment or postponement of an annual or special meeting, or the announcement thereof, commence a new time period (or extend the time period) for the giving of a stockholder's notice as described above.

(b) To be in proper form, whether in regard to a nominee for election to the Board of Directors or other business, a Noticing Stockholder's notice to the Secretary must:

(i) set forth, as to the Noticing Stockholder, the following information together with a representation as to the accuracy of the information:

(A) the name and address of the Noticing Stockholder as they appear on the Corporation's books (the "Holder");

(B) the class or series and number of shares of the Corporation that are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by the Holder or any Stockholder Associated Person of the Noticing Stockholder (except that such Holder or Stockholder Associated Person of the Noticing Stockholder shall in all events be deemed to beneficially own any shares of any class or series of the Corporation as to which such Holder or Stockholder Associated Person of the Noticing Stockholder has a right to acquire beneficial ownership at any time in the future) and the date such ownership was acquired;

(C) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the price, value or volatility of any class or series of shares of the Corporation, whether or not the instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a "Derivative Instrument") that is directly or indirectly owned beneficially by the Holder or any Stockholder Associated Person of the Noticing Stockholder and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the price, value or volatility of shares of the Corporation;

(D) any proxy, contract, arrangement, understanding or relationship pursuant to which the Holder or Stockholder Associated Person of the Noticing

Stockholder has a right to vote or has granted a right to vote any shares of any security of the Corporation;

(E) any short interest in any security of the Corporation (for purposes of these Bylaws a person shall be deemed to have a short interest in a security if the Holder or any Stockholder Associated Person of the Noticing Stockholder directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security);

(F) any rights to dividends on the shares of any security of the Corporation owned beneficially by the Holder or any Stockholder Associated Person of the Noticing Stockholder that are separated or separable from the underlying shares of the Corporation;

(G) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership or limited liability company or similar entity in which the Holder or any Stockholder Associated Person of the Noticing Stockholder is a general partner or, directly or indirectly, beneficially owns an interest in a general partner, is the manager, managing member or directly or indirectly beneficially owns an interest in the manager or managing member of a limited liability company or similar entity;

(H) any performance-related fees (other than an asset-based fee) that the Holder or any Stockholder Associated Person of the Noticing Stockholder is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments or short interests, if any;

(I) any arrangements, rights, or other interests described in Sections 1.12(b)(i)(C)-(H) held by members of such Holder's immediate family sharing the same household;

(J) a representation that the Noticing Stockholder intends to appear in person or by proxy at the meeting to nominate the person(s) named or propose the business specified in the notice and whether or not such stockholder intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding shares required to approve the nomination(s) or the business proposed and/or otherwise to solicit proxies from stockholders in support of the nomination(s) or the business proposed;

(K) a certification regarding whether or not such Holder and any Stockholder Associated Person of the Noticing Stockholder have complied with all applicable federal, state and other legal requirements in connection with such Holder's and/or Stockholder Associated Persons' acquisition of shares or other securities of the Corporation and/or such Holder's and/or Stockholder Associated Persons' acts or omissions as a stockholder of the Corporation;

(L) any other information relating to the Holder and/or Stockholder Associated Person of the Noticing Stockholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations thereunder; and

(M) any other information as reasonably requested by the Corporation.

Such information shall be provided as of the date of the notice and shall be supplemented by the Holder not later than ten (10) days after the record date for the meeting to disclose such ownership as of the record date.

(ii) if the notice relates to any business other than a nomination of a director or directors that the stockholder proposes to bring before the meeting, the notice must set forth:

(A) a reasonably detailed description of the business desired to be brought before the meeting (including the text of any resolutions proposed for consideration), the reasons for conducting such business at the meeting, and any material direct or indirect interest of the Holder or any Stockholder Associated Persons in such business; and

(B) a reasonably detailed description of all agreements, arrangements and understandings, direct and indirect, between the Holder, and any other person or persons (including their names) in connection with the proposal of such business by the Holder.

(iii) set forth, as to each person, if any, whom the Holder proposes to nominate for election or reelection to the Board of Directors:

(A) all information with respect to such proposed nominee that would be required to be set forth in a Noticing Stockholder's notice pursuant to this Section 1.12 if such proposed nominee were a Noticing Stockholder;

(B) all information relating to the nominee (including, without limitation, the nominee's name, age, business and residence address and principal occupation or employment and the class or series and number of shares of capital stock of the Corporation that are owned beneficially or of record by the nominee) that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected);

(C) a description of any agreements, arrangements and understandings between or among such stockholder or any Stockholder Associated Person,

on the one hand, and any other persons (including any Stockholder Associated Person), on the other hand, in connection with the nomination of such person for election as a director; and

(D) a description of all direct and indirect compensation and other material monetary agreements, arrangements, and understandings during the past three years, and any other material relationships, between or among the Holder and respective affiliates and associates, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to Item 404 of Regulation S-K if the Holder making the nomination or on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of Item 404 and the nominee were a director or executive officer of such registrant.

(iv) with respect to each nominee for election or reelection to the Board of Directors, the Noticing Stockholder shall include a completed and signed questionnaire, representation, and agreement required by Section 1.13 of these Bylaws. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of the proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of the nominee. The number of nominees a Noticing Stockholder may nominate for election at an annual or special meeting (or in the case of Noticing Stockholder giving the notice on behalf of a beneficial owner, the number of nominees a Noticing Stockholder may nominate for election at the annual or special meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such annual or special meeting.

(c) For purposes of these Bylaws:

(i) "public announcement" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14, or 15(d) of the Exchange Act and the rules and regulations thereunder;

(ii) "Stockholder Associated Person" means, with respect to any stockholder, (A) any beneficial owner of shares of stock of the Corporation owned of record or beneficially by such stockholder (other than a stockholder that is a depositary) and (B) any person controlling, controlled by or under common control with any stockholder, or any Stockholder Associated Person identified in clause (A) above; and

(iii) "Affiliate" and "Associate" are defined by reference to Rule 12b-2 under the Exchange Act. An "affiliate" is any "person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified." "Control" is defined as the "possession, direct or indirect, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract, or otherwise." The term

"associate" of a person means: (i) any corporation or organization (other than the registrant or a majority-owned subsidiary of the registrant) of which such person is an officer or partner or is, directly or indirectly, the beneficial owner of ten (10) percent or more of any class of equity securities, (ii) any trust or other estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity, and (iii) any relative or spouse of such person, or any relative of such spouse, who has the same home as such person or who is a director or officer of the registrant or any of its parents or subsidiaries.

(d) Only those persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible to serve as directors. Only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in these Bylaws, provided, however, that, once business has been properly brought before the meeting in accordance with Section 1.12, nothing in this Section 1.12(d) shall be deemed to preclude discussion by any stockholder of such business. If any information submitted pursuant to this Section 1.12 by any stockholder proposing a nominee(s) for election as a director at a meeting of stockholders is inaccurate in any material respect, such information shall be deemed not to have been provided in accordance with Section 1.12. Except as otherwise provided by law, the Certificate of Incorporation, or these Bylaws, the Chairperson of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in compliance with the procedures set forth in these Bylaws and, if he or she should determine that any proposed nomination or business is not in compliance with these Bylaws, he or she shall so declare to the meeting and any such nomination or business not properly brought before the meeting shall be disregarded or not be transacted.

(e) Notwithstanding the foregoing provisions of these Bylaws, a Noticing Stockholder also shall comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in these Bylaws; provided, however, that any references in these Bylaws to the Exchange Act or the rules thereunder are not intended to and shall not limit the requirements applicable to nominations or proposals as to any other business to be considered pursuant to Section 1.11 or Section 1.12 of these Bylaws.

(f) Nothing in these Bylaws shall be deemed to (i) affect any rights of (A) stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (B) the holders of any series or class of preferred stock, if any, if so provided under any applicable certificate of designation for such preferred stock or in the Certificate or Incorporation, or (ii) affect any rights of any holders of shares of any class or series of stock pursuant to a stockholders' agreement with the Corporation existing on the date on which these Bylaws were adopted or impose any requirements, restrictions or limitations under Sections 1.11, 1.12 or 1.13 of these Bylaws unless expressly imposed by any such stockholders' agreement.

Section 1.13. Submission of Questionnaire, Representation and Agreement. To be eligible to be a nominee for election or reelection as a director of the Corporation by a Holder, a person must complete and deliver (in accordance with the time periods prescribed for delivery of notice under Section 1.12 of these Bylaws) to the Secretary at the principal executive offices of

the Corporation a written questionnaire providing the information requested about the background and qualifications of such person and the background of any other person or entity on whose behalf the nomination is being made and a written representation and agreement (the questionnaire, representation, and agreement to be in the form provided by the Secretary upon written request) that such person:

(a) is not and will not become a party to:

(i) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how the person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation, or

(ii) any Voting Commitment that could limit or interfere with the person's ability to comply, if elected as a director of the Corporation, with the person's fiduciary duties under applicable law,

(b) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, and

(c) in the person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation.

Section 1.14. Inspectors of Elections. Preceding any meeting of the stockholders, if required by law, the Board of Directors shall appoint one (1) or more persons to act as "inspectors" of elections, and may designate one (1) or more alternate inspectors. In the event no inspector or alternate is able to act, the Chairperson of such meeting shall appoint one (1) or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of the duties of an inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector shall:

(a) ascertain the number of shares outstanding and the voting power of each;

(b) determine the shares represented at a meeting, the authenticity, validity, and effect of proxies and ballots, and the existence of a quorum;

(c) specify the information relied upon to determine the validity of electronic transmissions in accordance with Section 1.09 of these Bylaws;

(d) count all votes and ballots;

(e) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors;

(f) certify his or her determination of the number of shares represented at the meeting, and his or her count of all votes and ballots;

(g) appoint or retain other persons or entities to assist in the performance of the duties of inspector;

(h) when determining the shares represented and the validity of proxies and ballots, be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in accordance with Section 1.09 of these Bylaws, ballots and the regular books and records of the Corporation. The inspector may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers or their nominees or a similar person which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspector considers other reliable information as outlined in this section, the inspector, at the time of his or her certification pursuant to paragraph (f) of this section, shall specify the precise information considered, the person or persons from whom the information was obtained, when this information was obtained, the means by which the information was obtained, and the basis for the inspector's belief that such information is accurate and reliable; and

(i) do any other acts that may be proper to conduct the election or vote with fairness to all stockholders.

Section 1.15. Opening and Closing of Polls. The date and time for the opening and the closing of the polls for each matter to be voted upon at a stockholder meeting shall be fixed by the Chairperson of the meeting and announced at the meeting. The inspector shall be prohibited from accepting any ballots, proxies or votes or any revocations thereof or changes thereto after the closing of the polls, unless the Delaware Court of Chancery upon application by a stockholder shall determine otherwise.

Section 1.16. List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting either (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the Corporation's principal executive office. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, such list shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by

this Section 1.16 or to vote in person or by proxy at any meeting of the stockholders. The Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list.

ARTICLE II

BOARD OF DIRECTORS

Section 2.01. General Powers. Except as may otherwise be provided by the DGCL or the Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon it by applicable law, the Certificate of Incorporation (including any certificate of designations relating to any series or class of preferred stock) or these Bylaws, the Board of Directors is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, except as otherwise specifically required by law or as otherwise provided in the Certificate of Incorporation (including any certificate of designations relating to any series or class of preferred stock).

Section 2.02. Number, Election and Qualification. Subject to the terms of any one or more series or classes of preferred stock, the total number of directors constituting the Board of Directors shall be at least one, or such larger number as may be fixed from time to time exclusively by resolution adopted by the Board of Directors. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires. To the extent set forth in the Certificate of Incorporation, the directors of the Corporation shall be divided into classes with terms set forth therein.

Section 2.03. The Chairperson of the Board. The Board of Directors may elect a Chairperson of the Board from among its members. If elected, the Board of Directors shall designate the Chairperson of the Board as either a non-executive Chairperson of the Board or an executive Chairperson of the Board. The Chairperson of the Board shall not be deemed an officer of the Corporation, unless the Board shall determine otherwise. Subject to the control vested in the Board by statute, by the Certificate of Incorporation, or by these Bylaws, the Chairperson of the Board shall, if present, preside over all meetings of the stockholders and of the Board and shall have such other duties and powers as from time to time may be assigned to him or her by the Board, the Certificate of Incorporation or these Bylaws. References in these Bylaws to the "Chairperson of the Board" shall mean the non-executive Chairperson of the Board or executive Chairperson of the Board, as designated by the Board of Directors from time to time. In the absence (or inability or refusal to act) of the Chairperson of the Board, the Chief Executive Officer (if such person shall be a director) or such other director or officer of the Corporation designated by the Chairperson of the Board shall preside when present at all meetings of the stockholders and the Board.

Section 2.04. Annual and Regular Meetings. The annual meeting of the Board of Directors for the purpose of electing officers and for the transaction of such other business as may come before the meeting shall be held after the annual meeting of the stockholders and may be held at such places within or without the State of Delaware and at such times as the Board may from time to time determine, and if so determined notice thereof need not be given. Notice of such

annual meeting of the Board of Directors need not be given. The Board of Directors from time to time may by resolution provide for the holding of regular meetings and fix the place (which may be within or without the State of Delaware) and the date and hour of such meetings. Notice of regular meetings need not be given, provided, however, that if the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be mailed promptly, or sent by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, electronic mail or other electronic means, to each director who shall not have been present at the meeting at which such action was taken, addressed to him or her at his or her usual place of business, or shall be delivered to him or her personally. Notice of such action need not be given to any director who attends the first regular meeting after such action is taken, except when the director attends such meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.05. Special Meetings; Notice. Special meetings of the Board of Directors for any purpose or purposes shall be held whenever called by the Chairperson of the Board, Chief Executive Officer or by the Board of Directors pursuant to the following sentence, at such place (within or without the State of Delaware), date and hour as may be specified in the notices of such meetings. Special meetings of the Board of Directors also may be held whenever called pursuant to a resolution approved by the Board of Directors. Notice shall be duly given to each director (a) in person or by telephone at least twenty-four (24) hours in advance of the meeting, (b) by sending written notice by reputable overnight courier, telecopy or other means of electronic transmission, or delivering written notice by hand, to such director's last known business, home or means of electronic transmission address at least twenty-four (24) hours in advance of the meeting, or (c) by sending written notice by first-class mail to such director's last known business or to such other address as any director may request by notice to the Secretary at least seventy-two (72) hours in advance of the meeting. Notice of any special meeting need not be given to any director who attends such meeting except when the director attends such meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum; Voting. At all meetings of the Board of Directors, the presence of at least a majority of the total number of directors shall constitute a quorum for the transaction of business. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, the vote of at least a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.07. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting of the Board of Directors to another time or place.

Section 2.08. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission. After the action is taken, the consents or consents relating thereto shall be filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.09. Regulations; Manner of Acting. To the extent consistent with applicable law, the Certificate of Incorporation and these Bylaws, the Board of Directors may adopt by resolution such rules and regulations for the conduct of meetings of the Board of Directors and for the management of the property, affairs and business of the Corporation as the Board of Directors may deem appropriate. The directors shall act only as a Board of Directors and the individual directors shall have no power in their individual capacities unless expressly authorized by the Board of Directors.

Section 2.10. Action by Telephonic Communications. Members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear and communicate with each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 2.11. Resignations. Any director may resign at any time by submitting an electronic transmission or by delivering a written notice of resignation, signed by such director, to the Chairperson of the Board or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 2.12. Removal of Directors. Directors may be removed from office as provided in the Certificate of Incorporation.

Section 2.13. Vacancies and Newly Created Directorships. Subject to the terms of any one or more series or classes of preferred stock, any vacancies in the Board of Directors for any reason and any newly created directorships resulting by reason of any increase in the number of directors shall be filled only by the Board of Directors (and not by the stockholders), acting by a majority of the remaining directors then in office, even if less than a quorum, or by a sole remaining director, and any directors so appointed shall hold office until the next election of the class of directors to which such directors have been appointed and until their successors are duly elected and qualified.

Section 2.14. Compensation. The amount, if any, which each director shall be entitled to receive as compensation for such director's services, shall be fixed from time to time by resolution of the Board of Directors or any committee thereof or as an agreement between the Corporation and any director. The directors may be reimbursed their out-of-pocket expenses, if any, of attendance at each meeting of the Board of Directors in accordance with the Corporation's policies in effect from time to time and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary for service as director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation and reimbursement for service as committee members.

Section 2.15. Reliance on Accounts and Reports, Etc. A director, or a member of any committee designated by the Board of Directors, shall, in the performance of such director's or member's duties, be fully protected in relying in good faith upon the records of the Corporation and upon information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees designated by the Board of Directors, or by

any other person as to the matters the director or the member reasonably believes are within such other person's professional or expert competence and who the director or member reasonably believes or determines has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE III

COMMITTEES

Section 3.01. Committees. The Board of Directors, by resolution, may designate from among its members one (1) or more committees of the Board of Directors, each consisting of one or more directors as from time to time may be fixed by the Board of Directors. Any such committee shall serve at the pleasure of the Board of Directors. . The Board of Directors may appoint a Chairperson of any committee, who shall preside at meetings of any such committee. The Board of Directors may elect one (1) or more of its members as alternate members of any such committee who may take the place of any absent or disqualified member or members at any meeting of such committee, upon request of the Chairperson of the Board or the Chairperson of such committee.

Section 3.02. Powers. Subject to any limitation imposed by applicable law, each committee shall have and may exercise such powers of the Board of Directors as may be provided by resolution or resolutions of the Board of Directors or provided in charters or other organization documents of such committee approved by the Board of Directors. No committee shall have the power or authority: to approve or adopt, or recommend to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted by the Board of Directors to the stockholders for approval; or to adopt, amend or repeal the Bylaws of the Corporation.

Section 3.03. Proceedings. Except as otherwise provided herein or required by law, each committee may fix its own rules of procedure and may meet at such place (within or without the State of Delaware), at such time and upon such notice, if any, as it shall determine from time to time. Each committee shall keep minutes of its proceedings and shall report such proceedings to the Board of Directors at the meeting of the Board next following any such proceedings.

Section 3.04. Quorum and Manner of Acting. Except as may be otherwise provided in the resolution creating such committee or in the rules of such committee, at all meetings of any committee, the presence of members (or alternate members) constituting a majority of the total number of committee members serving shall constitute a quorum for the transaction of business, except that, in the case of one-member committees, the presence of one member shall constitute a quorum and in the case of two-member committees, the presence of two members shall constitute a quorum. The act of the majority of the members present at any meeting at which a quorum is present shall be the act of such committee. Any action required or permitted to be taken at any meeting of any committee may be taken without a meeting In accordance with Section 2.08 of Article II of these Bylaws. The members of any committee shall act only as a committee, and the individual members of such committee shall have no power in their individual capacities unless expressly authorized by the Board of Directors or the committee.

Section 3.05. Action by Telephonic Communications. Unless otherwise provided by the Board of Directors, members of any committee may participate in a meeting of such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear and communicate with each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 3.06. Absent or Disqualified Members. In the absence or disqualification of a member of any committee, if no alternate member is present to act in his or her stead, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Section 3.07. Resignations. Any member (and any alternate member) of any committee may resign at any time by submitting an electronic transmission or by delivering a written notice of resignation, signed by such member, to the Board of Directors or the Chairperson of the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 3.08. Removal. Any member (and any alternate member) of any committee may be removed at any time, either for or without cause, by resolution adopted by the Board of Directors.

Section 3.09. Vacancies. If any vacancy shall occur in any committee, by reason of disqualification, death, resignation, removal or otherwise, the remaining members (and any alternate members) shall continue to act, and any such vacancy may be filled by the Board of Directors.

ARTICLE IV

OFFICERS

Section 4.01. Chief Executive Officer. The Board of Directors may elect a Chief Executive Officer to serve at the pleasure of the Board of Directors. The Chief Executive Officer shall (a) supervise the implementation of policies adopted or approved by the Board of Directors, (b) exercise a general supervision and superintendence over all the business and affairs of the Corporation subject to the authority of the Board of Directors, (c) appoint and remove subordinate officers, agents and employees, except those appointed by the Board of Directors, and (d) possess such other powers and perform such other duties as may be assigned to him or her by these Bylaws, as may from time to time be assigned by the Board of Directors and as may be incident to the office of Chief Executive Officer of the Corporation. The Chief Executive Officer shall have general authority to execute bonds, deeds and contracts in the name of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors or the Chief Executive Officer.

Section 4.02. Chief Financial Officer of the Corporation. The Board of Directors may elect a Chief Financial Officer of the Corporation to serve at the pleasure of the

Board of Directors. The Chief Financial Officer of the Corporation shall (a) have the custody of the corporate funds and securities, except as otherwise provided by the Board of Directors, (b) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, (c) deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors, (d) disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and (e) render to the Chief Executive Officer and the Board of Directors, whenever they may require it, an account of all his or her transactions as Chief Financial Officer and of the financial condition of the Corporation.

Section 4.03. Treasurer and Assistant Treasurers. The Board of Directors may elect a Treasurer of the Corporation and any number of Assistant Treasurers to serve at the pleasure of the Board of Directors. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned by the Board or the Chief Executive Officer or the Chief Financial Officer. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories selected in accordance with these Bylaws, to disburse such funds as authorized by the Board or the Chief Executive Officer, to make proper accounts of such funds, and to render as required by the Board statements of all such transactions and of the financial condition of the Corporation. The Assistant Treasurers shall perform such duties and possess such powers as the Board, the Chief Executive Officer or the Treasurer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board) shall perform the duties and exercise the powers of the Treasurer.

Section 4.04. Secretary of the Corporation. The Board of Directors shall elect a Secretary of the Corporation to serve at the pleasure of the Board of Directors. The Secretary of the Corporation shall (a) keep minutes of all meetings of the stockholders and of the Board of Directors, (b) authenticate records of the Corporation, (c) give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and (d) in general, have such powers and perform such other duties as may be assigned to him or her by these Bylaws, as may from time to time be assigned to him or her by the Board of Directors or the Chief Executive Officer and as may be incident to the office of Secretary of the Corporation. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then the Board of Directors may choose another officer to cause such notice to be given. The Secretary shall see that all books, reports, statements certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be, which may be kept or filed (subject to any provision contained in the DGCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors.

Section 4.05. Other Officers Elected by Board of Directors. At any meeting of the Board of Directors, the Board of Directors may elect a President (who may or may not be the Chief Executive Officer), a Chief Operations Officer, Vice Presidents, Assistant Secretaries or such other officers of the Corporation as the Board of Directors may deem necessary, to serve at the pleasure of the Board of Directors. Other officers elected by the Board of Directors shall have

such powers and perform such duties as may be assigned to such officers by or pursuant to authorization of the Board of Directors or by the Chief Executive Officer. Any number of offices may be held by the same person.

Section 4.06. Term of Office. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign, but, subject to the requirements of the Certificate of Incorporation, any officer may be removed pursuant to the provisions set forth in Section 4.07.

Section 4.07. Removal and Resignation; Vacancies. Any officer may be removed for or without cause at any time by the Board of Directors. Any officer may resign at any time by delivering a resignation in writing or by electronic transmission, signed or given by such officer, to the Board of Directors, the Chief Executive Officer or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, shall be filled by or pursuant to authorization of the Board of Directors.

Section 4.08. Authority and Duties of Officers. The officers of the Corporation shall have such authority and shall exercise such powers and perform such duties as may be specified in these Bylaws or pursuant to authorization of the Board of Directors, or which generally pertain to such officer's title and each officer shall exercise such powers and perform such duties as may be required by law.

ARTICLE V

CAPITAL STOCK

Section 5.01. Certificates of Stock. The Board of Directors may authorize that some or all of the shares of any or all of the Corporation's classes or series of stock be evidenced by a certificate or certificates of stock. The Board of Directors may also authorize the issue of some or all of the shares of any or all of the Corporation's classes or series of stock without certificates. The rights and obligations of stockholders with the same class and/or series of stock shall be identical whether or not their shares are represented by certificates.

(a) Shares with Certificates. If the Board of Directors chooses to issue shares of stock evidenced by a certificate or certificates, each individual certificate shall include the following on its face: (i) the Corporation's name, (ii) the fact that the Corporation is organized under the laws of Delaware, (iii) the name of the person to whom the certificate is issued, (iv) the number of shares represented thereby, (v) the class of shares and the designation of the series, if any, which the certificate represents, and (vi) such other information as applicable law may require or as may be lawful. If the Corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences and limitations determined for each class or series (and the authority of the Board of Directors to determine variations for future series) shall be summarized on the front or back of each certificate. Alternatively, each certificate shall state on its front or back that the Corporation will furnish the stockholder this information in writing, without charge, upon request. Each certificate of stock issued by the Corporation shall be

signed by any two officers of the Corporation. If the person who signed a certificate no longer holds office when the certificate is issued, the certificate is nonetheless valid.

(b) Shares without Certificates. If the Board of Directors chooses to issue shares of stock without certificates, the Corporation, shall, within a reasonable time after the issue or transfer of shares without certificates, send the stockholder a written notice containing the information required to be set forth or stated on certificates pursuant to the laws of the DGCL. The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, provided the use of such system by the Corporation is permitted in accordance with applicable law.

Section 5.02. Signatures. All signatures on the certificate referred to in Section 5.01 of these Bylaws may be in engraved or printed form, to the extent permitted by law. In case any officer, transfer agent or registrar who has signed, or whose engraved or printed signature has been placed upon a certificate, shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.03. Lost, Stolen or Destroyed Certificates. Except as provided in this Section 5.03, no new share certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Corporation and cancelled at the same time. The Corporation may direct that a new certificate be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon delivery to the Corporation of an affidavit (or other document acceptable to the Corporation) of the owner or owners of such certificate, setting forth such allegation. The Corporation may require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond (or other security, including an indemnification agreement) sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

Section 5.04. Transfer of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares, duly endorsed or accompanied by appropriate evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Within a reasonable time after the transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to the laws of the DGCL. Subject to the provisions of the Certificate of Incorporation and these Bylaws, the Board of Directors may prescribe such additional rules and regulations as it may deem appropriate relating to the issue, transfer and registration of shares of the Corporation. Except as otherwise required by law, no transfer of stock shall be valid against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing the names of the persons from and to whom it was transferred.

Section 5.05. Record Date.

(a) In order to determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted by the Board of Directors, and which shall not be more than sixty (60) nor fewer than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, provided, however, that the Board of Directors may fix a new record date for the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights of the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(c) Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 5.06. Registered Stockholders. The Corporation may treat the registered owner as the person exclusively entitled to receive dividends and other distributions, to vote, to

receive notice and otherwise to exercise all the rights and powers of the owner of the shares represented by such certificate.

Section 5.07. Transfer Agent and Registrar. The Board of Directors may appoint one (1) or more transfer agents and one (1) or more registrars, and may require all certificates representing shares to bear the signature of any such transfer agents or registrars.

ARTICLE VI

INDEMNIFICATION

Section 6.01. Indemnification and Advancement of Expenses. The Corporation shall indemnify and provide advancement to any Indemnitee (as defined below) to the fullest extent permitted by law, as such may be amended from time to time. The rights to indemnification and advancement conferred in this Section shall be contract rights. In furtherance of the foregoing indemnification and advancement obligations, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Corporation. Any Indemnitee shall be entitled to the rights of indemnification and advancement provided in this Section 6.01(a) if, by reason of his or her Corporate Status (as defined below), Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding other than a Proceeding by or in the right of the Corporation. Pursuant to this Section 6.01(a), any Indemnitee shall be indemnified against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal Proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Corporation. Any Indemnitee shall be entitled to the rights of indemnification and advancement provided in this Section 6.01(b) if, by reason of his or her Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Corporation. Pursuant to this Section 6.01(b), any Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee, or on Indemnitee's behalf, in connection with such Proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been finally adjudged to be liable to the Corporation unless and to the extent that the Court of Chancery of the State of Delaware or the court in which such Proceeding was brought shall determine that such indemnification may be made.

(c) Other Sources. The Corporation hereby acknowledges that Indemnitees may have certain rights to indemnification, advancement of expenses and/or insurance provided by sources other than the Corporation ("Third Party Indemnitors"). The Corporation hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to the Indemnitees are primary and any obligation of the Third Party Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Indemnitees are secondary), (ii) that it shall be required to advance the full amount of Expenses incurred by the Indemnitees and shall be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement by reason of such Indemnitee's Corporate Status to the extent legally permitted and as required by the terms of this paragraph and the Bylaws of the Corporation from time to time (or any other agreement between the Corporation and the Indemnitees), without regard to any rights the Indemnitees may have against the Third Party Indemnitors, and (iii) that it irrevocably waives, relinquishes and releases the Third Party Indemnitors from any and all claims against the Third Party Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Third Party Indemnitors on behalf of the Indemnitees with respect to any claim for which the Indemnitees have sought indemnification from the Corporation shall affect the foregoing and the Third Party Indemnitors shall have a right of contribution and/or to be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Indemnitees against the Corporation. The Corporation and the Indemnitees agree that the Third Party Indemnitors are express third party beneficiaries of the terms of this paragraph.

Section 6.02. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Article VI, to the extent that any Indemnitee is, by reason of his or her Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he or she shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith. If such Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Corporation shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section 6.02 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 6.03. Employees and Agents. This Article VI shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Indemnitees when and as authorized by appropriate corporate action. Without limiting the generality of the foregoing, the Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and advancement of expenses to employees and agents of the Corporation.

Section 6.04. Advancement of Expenses. Notwithstanding any other provision of this Article VI, the Corporation shall advance all Expenses incurred by or on behalf of any Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Corporation of a statement or statements from Indemnitee

requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding, and regardless of such Indemnitee's ability to repay any such amounts in the event of an ultimate determination that Indemnitee is not entitled thereto. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 6.04 shall be unsecured and interest free.

Section 6.05. Non-Exclusivity. The rights to indemnification and to the payment of Expenses incurred in defending a Proceeding in advance of the final disposition of such Proceeding conferred in this Article VI shall not be exclusive of any other rights which any person may have or hereafter acquire under applicable law, the Certificate of Incorporation, these Bylaws, any agreement, vote of stockholders, resolution of directors or otherwise. The assertion or employment of any right or remedy in this Article VI, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

Section 6.06. Insurance. The Corporation shall have the power to purchase and maintain insurance, at its expense, to the fullest extent permitted by law, as such may be amended from time to time. Without limiting the generality of the foregoing, the Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director, officer, employee or agent of the Corporation, or who is serving, was serving, or has agreed to serve at the request of the Corporation as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of any other Enterprise, against any liability asserted against him or her and incurred by him or her or on his or her behalf in such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability.

Section 6.07. Exception to Rights of Indemnification and Advancement. Notwithstanding any provision in this Article VI, the Corporation shall not be obligated by this Article VI to make any indemnity or advancement in connection with any claim made against an Indemnitee:

(a) subject to Section 6.01(c), for which payment has actually been made to or on behalf of such Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision;

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by such Indemnitee of securities of the Corporation within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory law or common law;

(c) for reimbursement to the Corporation of any bonus or other incentive-based or equity based compensation or of any profits realized by Indemnitee from the sale of securities of the Corporation in each case as required under the Exchange Act; or

(d) in connection with any Proceeding (or any part of any Proceeding) initiated by such Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by such Indemnitee against the Corporation or its directors, officers, employees or other Indemnitees, unless (i) the Corporation has joined in or, prior to such Proceeding's initiation, the Board of Directors authorized such Proceeding (or any part of such Proceeding), (ii) the Corporation provides the indemnification or advancement, in its sole discretion, pursuant to the powers vested in the Corporation under applicable law, or (iii) the Proceeding is one to enforce such Indemnitee's rights under this Article VI, Section 12 of the Certificate of Incorporation, or any other indemnification, advancement or exculpation rights to which Indemnitee may at any time be entitled under applicable law or any agreement.

Section 6.08. Definitions. For purposes of this Article VI:

(a) "Corporate Status" describes the status of an individual who is or was or has agreed to become a director or officer of the Corporation or while an officer or director of the Corporation who is serving, was serving, or has agreed to serve at the request of the Corporation as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of any other Enterprise.

(b) "Enterprise" shall mean the Corporation and any other corporation, constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which the Corporation (or any of their wholly owned subsidiaries) is a party, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, of which Indemnitee is or was serving at the request of the Corporation as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent.

(c) "Expenses" shall include all direct and indirect costs, fees and expenses of any type or nature whatsoever, including, without limitation, all attorneys' fees and costs, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, fees of private investigators and professional advisors, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, fax transmission charges, secretarial services, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Article VI, ERISA excise taxes and penalties, and all other disbursements, obligations or expenses in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settlement or appeal of, or otherwise participating in, a Proceeding, including, without limitation, reasonable compensation for time spent by the Indemnitee for which he or she is not otherwise compensated by the Corporation or any third party. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the principal, premium, security for, and other costs relating to any cost bond, supersedes bond, or other appeal bond or its equivalent.

(d) "Indemnitee" means any current or former director or officer of the Corporation; and

(e) "Proceeding" shall include any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought

by or in the right of the Corporation or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative or investigative (formal or informal) nature, including appeal therefrom, in which Indemnitee was, is, will or might be involved as a party, potential party, non-party witness or otherwise by reason of the fact if Indemnitee's Corporate Status, by reason of any action (or failure to act) taken by him or of any action (or failure to act) on his part while acting pursuant to his Corporate Status, whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Article VI. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this Article VI.

Section 6.09. Right of Indemnitee to Bring Suit. If a claim under this Article VI is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, Indemnitee may at any time thereafter bring suit against the Corporation in the Court of Chancery of the State of Delaware or any other court of competent jurisdiction in the State of Delaware to recover the unpaid amount of the claim. In any such action, the Corporation shall have the burden of proving that Indemnitee was not entitled to the requested indemnification, advancement or payment of Expenses. It shall be a defense to any such action (other than an action brought to enforce a claim for Expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that Indemnitee has not met the standards of conduct which make it permissible under these Bylaws, the Certificate of Incorporation or the DGCL for the Corporation to indemnify Indemnitee for the amount claimed. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification or advancement is proper in the circumstances because Indemnitee has met the applicable standard of conduct set forth in these Bylaws, the Certificate of Incorporation or the DGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met any applicable standard of conduct. If successful, in whole or in part, Indemnitee shall also be entitled to be paid the Expenses of prosecuting such action to the fullest extent permitted by law.

Section 6.10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 6.11. Change in Rights. Neither any amendment nor repeal of this Article VI, nor the adoption of any provision in these Bylaws inconsistent with this Article VI, shall eliminate or reduce the effect of this Article VI in respect of any acts or omissions occurring prior to such alteration, amendment, addition to, repeal or adoption.

ARTICLE VII

GENERAL PROVISIONS

Section 7.01. Dividends. Subject to any applicable provisions of law or the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors and any such dividend may be paid in cash, property or shares of the Corporation's capital stock. A member of the Board of Directors, or a member of any committee designated by the Board of Directors, shall be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors, or by any other person as to matters the director reasonably believes are within such other person's professional or expert competence and who the director or member reasonably believes or determines has been selected with reasonable care by or on behalf of the Corporation, as to the value and amount of the assets, liabilities and/or net profits of the Corporation, or any other facts pertinent to the existence and amount of surplus or other funds from which dividends might properly be declared and paid.

Section 7.02. Execution of Instruments. The Board of Directors may authorize, or provide for the authorization of, officers, employees or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Any such authorization must be in writing or by electronic transmission and may be general or limited to specific contracts or instruments. The officers of the Corporation may also execute and deliver such contracts or instruments which generally pertain to the duties associated with such officer's title. Any person who is authorized to execute a contract, instrument or other document on behalf of the Corporation may execute a power of attorney allowing another person to execute such document on behalf of the Corporation.

Section 7.03. Voting as Stockholder. Unless otherwise determined by resolution of the Board of Directors, the Chief Executive Officer, the President, if any, the Chief Financial Officer, any Executive Vice President or any other person authorized by the Board of Directors shall have full power and authority on behalf of the Corporation to attend any meeting of stockholders or equity holders of any corporation or other entity in which the Corporation may hold stock or equity interests, and to act, vote (or execute proxies to vote) and exercise in person or by proxy all other rights, powers and privileges incident to the ownership of such stock or equity interests. Such officers acting on behalf of the Corporation shall have full power and authority to execute any instrument expressing consent to or dissent from any action of any such corporation or entity without a meeting. The Board of Directors may by resolution from time to time confer such power and authority upon any other person or persons.

Section 7.04. Fiscal Year. The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors.

Section 7.05. Notices. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given in writing or by a form of electronic transmission shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

Section 7.06. Form of Records. Any records administered by or on behalf of the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on or by means of, or be in the form of, any information storage device or method, or one or more electronic networks or databases (including one or more distributed electronic networks or databases), provided that the records so kept can be converted into clearly legible paper form within a reasonable time, and, with respect to the stock ledger, that the records so kept (i) can be used to prepare the list of stockholders specified in the DGCL, (ii) record the information specified in the DGCL, and record transfers as specified in the DGCL. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to any provision of the DGCL.

Section 7.07. Severability. If any provision (or any part thereof) of these Bylaws shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of these Bylaws (including, without limitation, each portion of any section of these Bylaws containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of these Bylaws (including, without limitation, each such containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service or for the benefit of the Corporation to the fullest extent permitted by law.

ARTICLE VIII

AMENDMENT OF BYLAWS

Section 8.01. By the Board. Subject to the provisions of the Certificate of Incorporation, the Board of Directors may make, alter, amend, add to or repeal any and all of these Bylaws.

Section 8.02. By the Stockholders. Subject to the provisions of the Certificate of Incorporation, the affirmative vote of the holders of at least a majority of the voting power of the Corporation's then outstanding shares entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to make, alter, amend, add to or repeal any or all Bylaws of the Corporation or to adopt any provision inconsistent therewith.

ARTICLE IX

CONSTRUCTION

In the event of any conflict between the provisions of these Bylaws as in effect from time to time and the provisions of the Certificate of Incorporation of the Corporation as in effect from time to time, the provisions of such Certificate of Incorporation shall be controlling. Unless the context requires otherwise, the general provisions, rules of construction and definitions in the DGCL shall govern the construction of these Bylaws. Without limiting the generality of this

provision, the singular number includes the plural, the plural number includes the singular, and the term “person” includes corporations, other business entities, and natural persons.

Exhibit 3.3

SECOND AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

of

AIDH TOPCO, LLC

Dated as of September 14, 2021

SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") OF AIDH TOPCO, LLC, a Delaware limited liability company (the "**Company**"), dated as of September 14, 2021, by and among the Company, Definitive Healthcare Corp., a Delaware corporation ("**Pubco**"), and the other Persons listed on the signature pages hereto.

W I T N E S S E T H:

WHEREAS, the Company has been heretofore formed as a limited liability company under the Delaware Act (as defined below) pursuant to a certificate of formation which was executed and filed with the Secretary of State of the State of Delaware on May 31, 2019;

WHEREAS, the Company, Jason Krantz, AIDH Management Holdings, LLC ("**Management Holdings LLC**") and the other members of the Company entered into the Amended and Restated Limited Liability Company Agreement of the Company, dated as of July 16, 2019, as amended (the "**Prior LLC Agreement**");

WHEREAS, pursuant to the terms of the Reorganization Agreement, dated as of September 14, 2021, by and among the Company, Pubco and the Pre-IPO Holders (the "**Reorganization Agreement**"), the parties thereto have agreed to consummate the reorganization of the Company and to take the other actions contemplated in such Reorganization Agreement (collectively, the "**Reorganization**"); and

WHEREAS, the parties listed on the signature pages hereto and listed on Schedule A (as defined below) represent all of the holders of limited liability company interests in the Company (the "**Members**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the Members hereto hereby agree to amend and restate the Prior LLC Agreement, as of the Effective Time, in its entirety as follows:

ARTICLE 1

DEFINITIONS AND USAGE

Section 1.01. *Definitions.*

(a) The following terms shall have the following meanings for the purposes of this Agreement:

"**Additional Member**" means any Person admitted as a Member of the Company pursuant to Section 3.03 in connection with the new issuance of Units to such Person.

"**Adjusted Capital Account Deficit**" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts that such Member is deemed to be obligated to restore pursuant to the penultimate sentence in Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person; provided that no Member nor any Affiliate of any Member shall be deemed to be an Affiliate of any other Member or any of its Affiliates solely by virtue of such Members' Units.

"**Affiliated Fund**" shall mean, with respect to any Person, an investment fund or investment partnership that is an Affiliate of such Person or an entity that is directly or indirectly wholly-owned by such Person or one or more of such funds or partnerships (other than a portfolio company of any such fund or partnership).

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person or its assets, as amended unless expressly specified otherwise.

"**Assumed Income Tax Rate**" means the highest effective combined marginal U.S. federal, state and local income tax rate applicable to an individual or corporation that is resident in New York, New York (whichever is higher) for such taxable year (taking into account the net investment income tax under Section 1411 of the Code and the deductibility of state and local taxes, in each case to the extent applicable), taking into account the character (long-term capital gain, qualified dividend income, tax exempt income, etc.) of the taxable income in question.

"**Available Cash**" means, with respect to any fiscal period, the amount of cash on hand which the Managing Member, in its sole discretion, deems available for distribution to the Members, taking into account all debts, liabilities and obligations of the Company then due and any Reserves.

"**Business Day**" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Applicable Law to close.

"**Capital Account**" means the capital account established and maintained for each Member pursuant to Section 5.02.

"**Capital Contribution**" means, with respect to any Member, the amount of money and the initial Carrying Value of any Property (other than money) contributed to the Company.

"**Carrying Value**" means with respect to any Property (other than money), such Property's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Carrying Value of any such Property contributed by a Member to the Company shall be the gross fair market value of such Property, as reasonably determined by the Managing Member;

(ii) The Carrying Values of all such Properties shall be adjusted to equal their respective gross fair market values (taking Section 7701(g) of the Code into account), as reasonably determined by the Managing Member, at the time of any Revaluation pursuant to Section 5.02(c);

(iii) The Carrying Value of any item of such Properties distributed to any Member shall be adjusted to equal the gross fair market value (taking Section 7701(g) of the Code into account) of such Property on the date of distribution as reasonably determined by the Managing Member; and

(iv) The Carrying Values of such Properties shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such Properties pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of "**Net Income**" and "**Net Loss**" or Section 5.04(b)(vi); provided, however, that Carrying Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv). If the Carrying Value of such Property has been determined or adjusted pursuant to subparagraph (i), (ii) or (iv), such Carrying Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Net Income and Net Loss.

"**Class A Common Stock**" means Class A common stock, $0.001 par value per share, of Pubco.

"**Class B Common Stock**" means Class B common stock, no par value per share, of Pubco.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Company Minimum Gain**" means "partnership minimum gain," as defined in Treasury Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

"**Control**" (including the terms "**controlling**" and " **controlled**"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly,

of the power to direct or cause the direction of the affairs or management of such subject Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

"**Corresponding Company Units**" means any LLC Units held by Management Holdings that correspond to units of Management Holdings.

"**Corresponding Management Holdings Units**" means the units of Management Holdings that correspond to LLC Units held by Management Holdings.

"**Covered Person**" means (i) each Member or an Affiliate thereof, in each case in such capacity, (ii) each officer, director, shareholder, member, partner, employee, representative, agent or trustee of a Member or an Affiliate thereof, in all cases in such capacity, and (iii) each officer, director, shareholder (other than any public shareholder of Pubco that is not a Member), member, partner, employee, representative, agent or trustee of the Managing Member, Pubco (in the event Pubco is not the Managing Member), the Company or an Affiliate controlled thereby, in all cases in such capacity.

"**Delaware Act**" means the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 *et seq*.

"**Depreciation**" means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Carrying Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount that bears the same ratio to such beginning Carrying Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Carrying Value using any reasonable method selected by the Managing Member.

"**Effective Time**" means the date hereof.

"**Equity Securities**" means, with respect to any Person, any (i) membership interests or shares of capital stock, (ii) equity, ownership, voting, profit or participation interests or (iii) similar rights or securities in such Person or any of its Subsidiaries, or any rights or securities convertible into or exchangeable for, options or other rights to acquire from such Person or any of its Subsidiaries, or obligation on the part of such Person or any of its Subsidiaries to issue, any of the foregoing.

"**Fiscal Year**" means the Company's fiscal year, which shall initially be the calendar year and which may be changed from time to time as determined by the Managing Member.

"**Governmental Authority**" means any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency, entity or official, including any political subdivision thereof.

"**Indebtedness**" means (a) all indebtedness for borrowed money (including capitalized lease obligations, sale-leaseback transactions or other similar transactions, however evidenced),

(b) any other indebtedness that is evidenced by a note, bond, debenture, draft or similar instrument, (c) notes payable and (d) lines of credit and any other agreements relating to the borrowing of money or extension of credit.

"**Involuntary Transfer**" means any Transfer of Units by a Member (other than Management Holdings) resulting from (i) any seizure under levy of attachment or execution, (ii) any bankruptcy (whether voluntary or involuntary) or (iii) any Transfer to a state or to a public officer or agency pursuant to any statute pertaining to escheat or abandoned property.

"**Involuntary Corresponding Transfer**" means any Transfer of Corresponding Management Holdings Units resulting from (i) any seizure under levy of attachment or execution, (ii) any bankruptcy (whether voluntary or involuntary) or (iii) any Transfer to a state or to a public officer or agency pursuant to any statute pertaining to escheat or abandoned property.

"**IPO**" means the initial underwritten public offering of Pubco.

"**IRS**" means the Internal Revenue Service of the United States.

"**Liens**" means any pledge, encumbrance, security interest, purchase option, conditional sale agreement, call or similar right.

"**LLC Unit**" means a common limited liability interest in the Company.

"**Management Member**" means any member of Management Holdings LLC.

"**Management Unit Agreement**" means a unit purchase agreement, subscription agreement or an incentive unit grant agreement, as applicable, among the Company, Management Holdings LLC and a manager, director, employee or officer of the Company and/or one of its Subsidiaries as in effect from time to time.

"**Management Holdings LLC Agreement**" means the limited liability company agreement, dated as of the date hereof, among Management Holdings LLC and the members thereof as amended from time to time.

"**Managing Member**" (i) initially, AIDH Holdings, Inc. and pursuant to the Reorganization, Pubco as the successor to AIDH Holdings, Inc., so long as such Person has not withdrawn as the Managing Member pursuant to Section 7.02 and (ii) any successor thereof appointed as Managing Member in accordance with Section 7.02.

"**Member**" means any Person named as a Member of the Company on the Member Schedule and the books and records of the Company, as the same may be amended from time to time to reflect any Person admitted as an Additional Member or a Substitute Member, for so long as such Person continues to be a Member of the Company.

"**Member Nonrecourse Debt**" has the same meaning as the term "partner nonrecourse debt" in Treasury Regulations Section 1.704-2(b)(4).

"**Member Nonrecourse Debt Minimum Gain**" means an amount with respect to each "partner nonrecourse debt" (as defined in Treasury Regulation Section 1.704-2(b)(4)) equal to the Company Minimum Gain that would result if such partner nonrecourse debt were treated as a nonrecourse liability (as defined in Treasury Regulation Section 1.752-1(a)(2)) determined in accordance with Treasury Regulation Section 1.704-2(i)(3).

"**Member Nonrecourse Deductions**" has the same meaning as the term "partner nonrecourse deductions" in Treasury Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"**Net Income**" and "**Net Loss**" mean, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such Fiscal Year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of "**Net Income**" and "**Net Loss**" shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income and Net Loss pursuant to this definition of "**Net Income**" and "Net Loss," shall be treated as deductible items;

(iii) In the event the Carrying Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of "Carrying Value," the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Carrying Value of the asset) or an item of loss (if the adjustment decreases the Carrying Value of the asset) from the disposition of such asset and shall be taken into account, immediately prior to the event giving rise to such adjustment, for purposes of computing Net Income and/or Net Loss;

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Carrying Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Carrying Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year, computed in accordance with the definition of Depreciation;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment

increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Net Income or Net Loss; and

(vii) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.04(b), Section 5.04(c) and Section 5.04(d) shall not be taken into account in computing Net Income and Net Loss.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Section 5.04(b), Section 5.04(c) and Section 5.04(d) shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

"**Non-Pubco Member**" means any Member that is not a Pubco Member.

"**Nonrecourse Deductions**" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"**Original Units**" means the Class A Units and Class B Units of the Company outstanding immediately prior to the effectiveness of this Agreement.

"**Percentage Interest**" means, with respect to any Member, a fractional amount, expressed as a percentage: (i) the numerator of which is the aggregate number of LLC Units owned of record thereby and (ii) the denominator of which is the aggregate number of LLC Units issued and outstanding. The sum of the outstanding Percentage Interests of all Members shall at all times equal 100%.

"**Permitted Transferee**" means

(i) with respect to a Member who is a natural person (or a trust for the benefit of a natural person), (a) such Member's spouse, children (including legally adopted children and stepchildren), spouses of children, grandchildren (including legally adopted children or stepchildren of such Member's children), spouses of grandchildren, parents or siblings, (b) a trust for the benefit of the Member and/or any of the Persons described in clause (a) or (c) a corporation, limited partnership or limited liability company whose sole shareholders, partners or members, as the case may be, are the Member and/or any of the Persons described in clauses (a) or (b); provided, that in any of clauses (a) or (c), the Member transferring such Units retains exclusive power to exercise all rights under this Agreement and retains a proxy to vote the Units such Member has transferred;

(ii) upon death or incapacity of a Member, such Member's estate, executors, administrators and personal representatives, legal representatives, heirs or legatees (whether or not such recipients are a spouse, children, spouses of children, grandchildren, spouses of grandchildren, parents or siblings of such Member);

(iii) with respect to any Member that is an investment fund, investment account or investment entity, such Member's (a) investment manager, investment advisor or general partner of such Member or any investment manager, investment advisor or general partner that is an Affiliate of such Member, (b) any investment fund, investment

account or investment entity whose investment manager, investment adviser or general partner is such Member or an Affiliate of such Member or (c) any investment fund, investment account or investment entity whose investment manager, investment advisor or general partner is the same entity as or an Affiliate of such Member's investment manager, investment advisor or general partner; provided, that, in no event shall the limited partners of a Member that is a limited partnership constitute a Permitted Transferees; and

(iv) with respect to a Member that is not a natural person, a trust for the benefit of a natural person or an investment fund, investment account or investment entity, such Member's Affiliates.

"**Person**" means any individual, firm, corporation, partnership, limited liability company, trust, estate, joint venture, governmental authority or other entity.

"**Pre-IPO Holders**" means each Member as of the Effective Time (after taking the Reorganization into account) other than Pubco.

"**Property**" means an interest of any kind in any real, personal or intellectual (or mixed) property, including cash, and any improvements thereto, and shall include both tangible and intangible property.

"**Pubco Common Stock**" means all classes and series of common stock of Pubco, including the Class A Common Stock and Class B Common Stock.

"**Pubco Member**" means (i) Pubco and (ii) any Subsidiary of Pubco (other than the Company and its Subsidiaries) that is or becomes a Member.

"**Registration Rights Agreement**" means the Registration Rights Agreement, dated as of the date hereof, by and among Pubco and the Pre-IPO Holders.

"**Relative Percentage Interest**" means, with respect to any Member relative to another Member or Members, a fractional amount, expressed as a percentage, the numerator of which is the Percentage Interest of such Member; and the denominator of which is (x) the Percentage Interest of such Member plus (y) the aggregate Percentage Interest of such other Member or Members.

"**Reorganization Date Capital Account Balance**" means, with respect to any Member, the positive Capital Account balance of such Member as of immediately following the Reorganization, the amount or deemed value of which is set forth on the Member Schedule.

"**Reorganization Documents**" means the Reorganization Agreement and the documents referenced therein, including, without limitation: this Agreement; the Tax Receivable Agreement; the Subscription Agreement; and the Registration Rights Agreement.

"**Reserves**" means, as of any date of determination, amounts allocated by the Managing Member, in its reasonable judgment, to reserves maintained for working capital of the Company, for contingencies of the Company, for operating expenses and debt reduction of the Company.

"**SEC**" means the United States Securities and Exchange Commission.

"**Subscription Agreement**" means the Subscription Agreement, to be dated the date of the closing of the IPO, by and among the Company and Pubco.

"**Subsidiary**" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of Equity Securities or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or Controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

"**Substantial Ownership Requirement**" means the beneficial ownership (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act) by the Pre-IPO Holders and any Permitted Transferees, collectively, of shares of Pubco Common Stock representing at least ten percent (10%) of the issued and outstanding shares of Pubco Common Stock.

"**Substitute Member**" means any Person admitted as a Member of the Company pursuant to Section 3.02Section 3.03 in connection with the Transfer of then existing Units to such Person.

"**Tax Receivable Agreement**" means the Tax Receivable Agreement, dated as of the date hereof, by and among Pubco, the Company and certain other parties thereto.

"**Trading Day**" means a day on which the principal U.S. securities exchange on which the Class A Common Stock is listed or admitted to trading is open for the transaction of business (unless such trading shall have been suspended for the entire day).

"**Transfer**" means any sale, assignment, transfer, exchange, gift, bequest, pledge, hypothecation or other disposition or encumbrance, direct or indirect, in whole or in part, by operation of law or otherwise, and shall include all matters deemed to constitute a Transfer under Article 8. The terms "**Transferred**", "**Transferring**", "**Transferor**", "**Transferee**" and "**Transferable**" have meanings correlative to the foregoing. Notwithstanding the foregoing, in no event shall any direct or indirect sale, assignment, transfer, exchange, gift, bequest, pledge, hypothecation or other disposition or encumbrance, whether by operation of law or otherwise, of a limited partnership interest in an investment fund or investment partnership that is a direct or indirect equityholder of a Member be considered, in and of itself, a "**Transfer**" for purposes of this Agreement.

"**Treasury Regulations**" mean the regulations promulgated under the Code, as amended from time to time.

"**Units**" means LLC Units or any other class of limited liability interests in the Company designated by the Company after the date hereof in accordance with this Agreement; provided that any type, class or series of Units shall have the designations, preferences and/or special rights set forth or referenced in this Agreement, and the membership interests of the Company represented

by such type, class or series of Units shall be determined in accordance with such designations, preferences and/or special rights.

"**Unit Redemption Price**" means the arithmetic average of the volume weighted average prices for a share of Class A Common Stock on the principal U.S. securities exchange or automated or electronic quotation system on which the Class A Common Stock trades, as reported by The Wall Street Journal or its successor, for each of the three (3) consecutive full Trading Days ending on and including the last full Trading Day immediately prior to the date of Redemption (or the date of the Call Notice, as applicable), subject to appropriate and equitable adjustment for any stock splits, reverse splits, stock dividends or similar events affecting the Class A Common Stock. If the Class A Common Stock no longer trades on a securities exchange or automated or electronic quotation system, then the Unit Redemption Price shall be determined in good faith by a committee of the board of directors of Pubco composed of a majority of the directors of Pubco that do not have an interest in the LLC Units being redeemed.

(a) Each of the following terms is defined in the Section set forth opposite such term:

"Agreement"	Preamble
"Call Member"	9.01
"Call Notice"	9.02(a)
"Call Units"	9.02(a)
"Company"	Preamble
"Confidential Information"	13.11(b)
"Controlled Entities"	11.02(e)
"Direct Exchange"	10.04(a)
"Economic Pubco Security"	4.01(a)
"e-mail"	13.03
"Exchange Election Notice"	10.04(b)
"Expenses"	11.02(e)
"GAAP"	3.04(b)
"Indemnification Sources"	11.02(e)
"Indemnitee-Related Entities"	11.02(e)(i)
"Jointly Indemnifiable Claims"	11.02(e)(ii)
"Management Holdings LLC"	Recitals
"Member Parties"	13.11(a)
"Member Schedule"	3.01(b)
"Officers"	7.05(a)
"Prior LLC Agreement"	Recitals
"Pubco"	Preamble
"Pubco Offer"	10.04(a)
"Redeemed Units"	10.01(a)
"Redeeming Member"	10.01(a)
"Redemption"	10.01(a)
"Redemption Date"	10.01(a)
"Redemption Notice"	10.01(a)
"Redemption Right"	10.01(a)
"Regulatory Allocations"	5.04(c)
"Reorganization"	Recitals
"Reorganization Agreement"	Recitals
"Revaluation"	5.02(c)
"Share Settlement"	10.01(b)
"Tax Distribution"	5.03(e)
"Tax Matters Representative"	6.01(a)
"Transferor Member"	5.02(b)

Section 1.02. *Other Definitional and Interpretative Provisions*. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or

interpretation hereof. References to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to "law", "laws" or to a particular statute or law shall be deemed also to include any Applicable Law. As used in this Agreement, all references to "majority in interest" and phrases of similar import shall be deemed to refer to such percentage or fraction of interest based on the Relative Percentage Interests of the Members subject to such determination. Unless otherwise expressly provided herein, when any approval, consent or other matter requires any action or approval of any group of Members, including any holders of any class of Units, such approval, consent or other matter shall require the approval of a majority in interest of such group of Members. Except to the extent otherwise expressly provided herein, all references to any Member shall be deemed to refer solely to such Person in its capacity as such Member and not in any other capacity.

ARTICLE 2

THE COMPANY

Section 2.01. *Formation*. The Company was formed upon the filing of the certificate of formation of the Company with the Secretary of State of the State of Delaware on May 31, 2019. The authorized officer or representative, as an "authorized person" within the meaning of the Delaware Act, shall file and record any amendments and/or restatements to the certificate of formation of the Company and such other certificates and documents (and any amendments or restatements thereof) as may be required under the laws of the State of Delaware and of any other jurisdiction in which the Company may conduct business. The authorized officer or representative shall, on request, provide any Member with copies of each such document as filed and recorded. The Members hereby agree that the Company and its Subsidiaries shall be governed by the terms and conditions of this Agreement and, except as provided herein, the Delaware Act.

Section 2.02. *Name*. The name of the Company shall be AIDH Topco, LLC; provided that the Managing Member may change the name of the Company to such other name as the Managing Member shall determine, and shall have the authority to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all

such other acts and things, as may be required by Applicable Law or as, in the reasonable judgment of the Managing Member, may be necessary or advisable to effect such change.

Section 2.03. *Term*. The Company shall have perpetual existence unless sooner dissolved and its affairs wound up as provided in Article 12.

Section 2.04. *Registered Agent and Registered Office*. The registered office required to be maintained by the Company in the State of Delaware pursuant to the Delaware Act is c/o the Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The name and address of the registered agent of the Company pursuant to the Delaware Act are the Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The Company may, upon compliance with the applicable provisions of the Act, change its registered office or registered agent from time to time in the discretion of the Managing Member.

Section 2.05. *Purpose*. Subject to the limitations contained elsewhere in this Agreement, the Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Act and engaging in any and all activities necessary, advisable, convenient or incidental thereto.

Section 2.06. *Powers of the Company*. The Company shall have the power and authority to take any and all actions necessary, appropriate or advisable to or for the furtherance of the purposes set forth in Section 2.05.

Section 2.07. *Partnership Tax Status*. The Members intend that the Company shall be treated as a partnership for federal, state and local income tax purposes to the extent such treatment is available, and agree to take such actions as may be necessary to receive and maintain such treatment and refrain from taking any positions or making any elections inconsistent therewith.

Section 2.08. *Regulation of Internal Affairs*. The internal affairs of the Company and the conduct of its business shall be regulated by this Agreement, and to the extent not provided for herein, shall be determined by the Managing Member.

Section 2.09. *Ownership of Property*. Legal title to all Property, conveyed to, or held by the Company or its Subsidiaries shall reside in the Company or its Subsidiaries and shall be conveyed only in the name of the Company or its Subsidiaries and no Member or any other Person, individually, shall have any ownership of such Property.

Section 2.10. *Subsidiaries*. The Company shall cause the business and affairs of each of the Subsidiaries to be managed by the Managing Member in accordance with and in a manner consistent with this Agreement.

Section 2.11. *Qualification in Other Jurisdictions*. The Managing Member shall execute, deliver and file certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in the jurisdictions in which the Company may wish to conduct business. In those jurisdictions in which the Company may wish to conduct business in which qualification or registration under assumed or fictitious names is required or desirable, the

Managing Member shall cause the Company to be so qualified or registered in compliance with Applicable Law.

ARTICLE 3

UNITS; MEMBERS; BOOKS AND RECORDS; REPORTS

Section 3.01. *Units; Admission of Members*.

(a) Each Member's interest in the Company, including such Member's interest, if any, in the capital, income, gain, loss, deduction and expense of the Company and the right to vote, if any, on certain Company matters as provided in this Agreement, shall be represented by Units. The ownership by a Member of Units shall entitle such Member to allocations of profits and losses and other items and distributions of cash and other property as is set forth in Article 5. Units shall be issued in non-certificated form.

(b) Effective as of the execution of this Agreement, each Member hereby exchanges the Original Units held by such Member immediately prior to the execution of this Agreement for the number of LLC Units set forth opposite the name of such Member on Schedule A (the "**Member Schedule**") in the column titled "LLC Units". As a result of such exchange, the Original Units held by each Member immediately prior to the execution of this Agreement are hereby cancelled and extinguished without any further action by any Person.

(c) The Member Schedule shall be maintained by the Managing Member on behalf of the Company in accordance with this Agreement. Notwithstanding anything to the contrary contained herein or in the Delaware Act, neither the Managing Member nor the Company shall be required to disclose an unredacted Member Schedule to any Non-Pubco Member, or any other information showing the identity of the other Non-Pubco Members or the number of LLC Units or shares of Class B Common Stock owned by another Non-Pubco Member. For each Non-Pubco Member, the Company shall provide such Member, upon request, a redacted copy of the Member Schedule revealing only such Member's LLC Units, the total issued and outstanding LLC Units, and such Member's Percentage Interest. When any Units or other Equity Securities of the Company are issued, repurchased, redeemed, converted or Transferred in accordance with this Agreement, the Member Schedule shall be amended by the Managing Member to reflect such issuance, repurchase, redemption or Transfer, the admission of additional or substitute Members and the resulting Percentage Interest of each Member. Following the date hereof, no Person shall be admitted as a Member and no additional Units shall be issued except as expressly provided herein.

(d) The Managing Member may cause the Company to authorize and issue from time to time such other Units or other Equity Securities of any type, class or series and having the designations, preferences and/or special rights as may be determined by the Managing Member. Such Units or other Equity Securities may be issued pursuant to such agreements as the Managing Member shall approve, including with respect to Persons employed by or otherwise performing services for the Company or any of its Subsidiaries, other equity compensation agreements, options or warrants. When any such other Units or other Equity Securities are authorized and issued, the Member Schedule and this Agreement shall be amended by the Managing Member to reflect such

additional issuances and resulting dilution, which shall be borne by all Members in proportion to their respective Percentage Interests.

(e) In addition to amendments permitted by Section 3.01(d), the Managing Member, in its sole discretion and without the approval at the time of any other Member or other Person bound by this Agreement and notwithstanding Section 13.10, may amend any provision of this Agreement, and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, as the Managing Member determines in its sole discretion to be necessary, desirable or advisable to effect the combination, subdivision and/or reclassification of outstanding Units as may be necessary or appropriate to give, economic effect to equity investments in the Company by the Managing Member that are not accompanied by the issuance by the Company to the Managing Member of additional Units and to update the books and records of the Company accordingly.

Section 3.02. *Management Holdings LLC; Repurchase; Forfeiture.*

(a) Management Holdings LLC was established as a special purpose investment vehicle through which certain equityholders of Management Holdings LLC indirectly hold interests in the Company.

(b) In the event that the Corresponding Management Holdings Units are to be exchanged by the applicable holder thereof pursuant to Section 9.01 of the Management Holdings LLC Agreement, a Management Unit Agreement or such other similar agreement or arrangement, Management Holdings LLC shall redeem such holder by distributing the Corresponding Company Units to such holder followed by the Company redeeming such Corresponding Company Units held by such holder. Any Corresponding Company Units repurchased by the Company pursuant to this Section 3.02(b) shall be immediately cancelled.

Section 3.03. *Substitute Members and Additional Members*.

(a) No Transferee of any Units or Person to whom any Units are issued pursuant to this Agreement shall be admitted as a Member hereunder or acquire any rights hereunder, including any voting rights or the right to receive distributions and allocations in respect of the Transferred or issued Units, as applicable, unless (i) such Units are Transferred or issued in compliance with the provisions of this Agreement (including Article 8), (ii) such Transferee or recipient shall have executed and delivered to the Company such instruments as the Managing Member deems necessary or desirable, in its reasonable discretion, to effectuate the admission of such Transferee or recipient as a Member and to confirm the agreement of such Transferee or recipient to be bound by all the terms and provisions of this Agreement, (iii) the Managing Member shall have received the opinion of counsel, if any, required by Section 3.02(b)Section 3.03(b) in connection with such Transfer and (iv) all necessary instruments reflecting such Transfer and/or admission shall have been filed in each jurisdiction in which such filling is necessary in order to qualify the company to conduct business or to preserve the limited liability of the Members. Upon complying with the immediately preceding sentence, without the need for any further action of any Person, a Transferee or recipient shall be deemed admitted to the Company as a Member. A Substitute Member shall enjoy the same rights, and be subject to the same obligations, as the Transferor; provided that such Transferor shall not be relieved of any obligation or liability

hereunder arising prior to the consummation of such Transfer but shall be relieved of all future obligations with respect to the Units so Transferred. As promptly as practicable after the admission of any Person as a Member, the books and records of the Company shall be changed to reflect such admission of a Substitute Member or Additional Member. In the event of any admission of a Substitute Member or Additional Member pursuant to this Section 3.03, this Agreement shall be deemed amended to reflect such admission, and any formal amendment of this Agreement (including the Member Schedule) in connection therewith shall only require execution by the Company and such Substitute Member or Additional Member, as applicable, to be effective.

(b) As a further condition to any Transfer of all or any part of a Member's Units, the Managing Member may, in its discretion, require a written opinion of counsel to the transferring Member reasonably satisfactory to the Managing Member, obtained at the sole expense of the transferring Member, reasonably satisfactory in form and substance to the Managing Member, as to such matters as are customary and appropriate in transactions of this type, including, without limitation (or, in the case of any Transfer made to a Permitted Transferee, limited to an opinion) to the effect that such Transfer will not result in a violation of the registration or other requirements of the Securities Act or any other federal or state securities laws. No such opinion, however, shall be required in connection with a Transfer made pursuant to Article 10 of this Agreement or in connection with a Transfer by any Member that is an investment fund, investment account or investment entity or any of their or their Affiliates' respective Affiliated Funds.

(c) If a Member shall Transfer all (but not less than all) of its Units, the Member shall thereupon cease to be a Member of the Company.

(d) All reasonable costs and expenses incurred by the Managing Member and the Company in connection with any Transfer of a Member's Units, including any filing and recording costs and the reasonable fees and disbursements of counsel for the Company, shall be paid by the transferring Member. In addition, the transferring Member hereby indemnifies the Managing Member and the Company against any losses, claims, damages or liabilities to which the Managing Member, the Company, or any of their Affiliates may become subject arising out of or based upon any false representation or warranty made by, or breach or failure to comply with any covenant or agreement of, such transferring Member or such transferee in connection with such Transfer.

(e) In connection with any Transfer of any portion of a Member's Units pursuant to Article 10 of this Agreement, the Managing Member shall cause the Company to take any action as may be required under Article 10 of this Agreement or requested by any party thereto to effect such Transfer promptly.

Section 3.04. *Tax and Accounting Information*.

(a) Accounting Decisions and Reliance on Others. All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the Managing Member in accordance with Applicable Law and with accounting methods followed for federal income tax purposes. In making such decisions, the Managing Member may rely upon the advice of the independent accountants of the Company.

(b) *Records and Accounting Maintained*. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in all material respects in accordance with United States generally accepted accounting principles as in effect from time to time ("**GAAP**"). The Fiscal Year of the Company shall be used for financial reporting and for federal income tax purposes.

(c) *Financial Reports*.

(i) The books and records of the Company shall be audited as of the end of each Fiscal Year by the same accounting firm that audits the books and records of Pubco (or, if such firm declines to perform such audit, by an accounting firm selected by the Managing Member).

(ii) In the event neither Pubco nor the Company is required to file an annual report on Form 10-K or quarterly report on Form 10-Q, the Company shall deliver, or cause to be delivered, the following to Pubco and each of the Non-Pubco Members:

(A) not later than ninety (90) days after the end of each Fiscal Year of the Company, a copy of the audited consolidated balance sheet of the Company and its Subsidiaries as of the end of such Fiscal Year and the related statements of operations and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous year, all in reasonable detail; and

(B) not later than forty five (45) days or such later time as permitted under applicable securities law after the end of each of the first three fiscal quarters of each Fiscal Year, the unaudited consolidated balance sheet of the Company and its Subsidiaries, and the related statements of operations and cash flows for such quarter and for the period commencing on the first day of the Fiscal Year and ending on the last day of such quarter.

(d) *Tax Returns*.

(i) The Company shall timely prepare or cause to be prepared by an accounting firm selected by the Managing Member all federal, state, local and foreign tax returns (including information returns) of the Company and its Subsidiaries, which may be required by a jurisdiction in which the Company and its Subsidiaries operate or conduct business for each year or period for which such returns are required to be filed and shall cause such returns to be timely filed. Upon request of any Member, the Company shall furnish to such Member a copy of each such tax return; and

(ii) The Company shall furnish to each Member (a) as soon as reasonably practical after the end of each Fiscal Year and in any event by August 1, all information concerning the Company and its Subsidiaries required for the preparation of tax returns of such Members (or any beneficial owner(s) of such Member), including a report (including Schedule K-1), indicating each Member's share of the Company's taxable income, gain, credits, losses and deductions for such year, in sufficient detail to enable such Member to prepare its federal, state and other tax returns; provided that estimates of such information believed by the Managing Member in good faith to be reasonable shall be provided by

March 15, and (b) from time to time as reasonably requested by such Member, such other information concerning the Company and its Subsidiaries that is reasonably requested by such Member for compliance with its tax obligations (or the tax obligations of any beneficial owner(s) of such Member) including for purposes of making quarterly estimated tax payments.

(e) *Inconsistent Positions*. Each Member agrees not to, except as otherwise required by applicable law or regulatory requirements, (i) treat, on such Member's individual income tax returns, any item of income, gain, loss, deduction or credit relating to such Member's interest in the Company in a manner inconsistent with the treatment of such item by the Company as reflected on the Form K-1 or other information statement furnished by the Company to such Member for use in preparing such Member's income tax returns or (ii) file any claim for refund relating to any such item based on, or which would result in, such inconsistent treatment.

ARTICLE 4

PUBCO OWNERSHIP; RESTRICTIONS ON PUBCO STOCK

Section 4.01. *Pubco Ownership*.

(a) Except as otherwise determined by Pubco, if at any time Pubco issues a share of Class A Common Stock or any other Equity Security of Pubco entitled to any economic rights (including in the IPO) (an " **Economic Pubco Security**") with regard thereto (other than Class B Common Stock, or other Equity Security of Pubco not entitled to any economic rights with respect thereto), (i) the Company shall issue to Pubco one LLC Unit (if Pubco issues a share of Class A Common Stock) or such other Equity Security of the Company (if Pubco issues an Economic Pubco Security other than Class A Common Stock) corresponding to the Economic Pubco Security, and with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Economic Pubco Security and (ii) the net proceeds received by Pubco with respect to the corresponding Economic Pubco Security, if any, shall be concurrently contributed to the Company; provided, however, that if Pubco issues any Economic Pubco Securities, some or all of the net proceeds of which are to be used to fund expenses or other obligations of Pubco for which Pubco would be entitled to a distribution from the Company pursuant to Section 5.03(c) or reimbursement by the Company pursuant to Section 13.01, then Pubco shall not be required to transfer such net proceeds to the Company which are used or will be used to fund such expenses or obligations and provided, further, that if Pubco issues any shares of Class A Common Stock (including in the IPO) in order to purchase or fund the purchase from a Non-Pubco Member of a number of LLC Units (and shares of Class B Common Stock) or to purchase or fund the purchase of shares of Class A Common Stock, in each case equal to the number of shares of Class A Common Stock issued, then the Company shall not issue any new LLC Units in connection therewith and Pubco shall not be required to transfer such net proceeds to the Company (it being understood that such net proceeds shall instead be transferred to such Non-Pubco Member or transferor of Class A Common Stock, as applicable, as consideration for such purchase).

(b) For the avoidance of doubt, this Article 4 shall apply to the issuance and distribution to holders of shares of Pubco Common Stock of rights to purchase Equity Securities

of Pubco under a "poison pill" or similar shareholders rights plan (it also being understood that upon redemption or exchange of LLC Units (including any such right to purchase LLC Units in the Company) for shares of Class A Common Stock, such Class A Common Stock will be issued together with a corresponding right to purchase Equity Securities of Pubco).

(c) If at any time Pubco issues one or more shares of Class A Common Stock in connection with an equity incentive program or other compensatory plan or program, whether such share or shares are issued upon exercise of an option (including with respect to the options outstanding on the date hereof) or equity appreciation right, settlement of a restricted stock unit, as restricted stock or otherwise, the Company shall issue to Pubco a corresponding number of LLC Units; provided that Pubco shall be required to concurrently contribute the net proceeds (if any) received by Pubco from or otherwise in connection with such corresponding issuance of one or more shares of Class A Common Stock, including the exercise price of any option or equity appreciation right exercised, to the Company. If any such shares of Class A Common Stock so issued by Pubco in connection with an equity incentive program are subject to vesting or forfeiture provisions, then the LLC Units that are issued by the Company to Pubco in connection therewith in accordance with the preceding provisions of this Section 4.01(c) shall be subject to vesting or forfeiture on the same basis; if any of such shares of Class A Common Stock vest or are forfeited, then a corresponding number of the LLC Units issued by the Company in accordance with the preceding provisions of this Section 4.01(c) shall automatically vest or be forfeited. Any cash or property held by either Pubco or the Company or on either's behalf in respect of dividends paid on restricted Class A Common Stock that fails to vest shall be returned to the Company upon the forfeiture of such restricted Class A Common Stock.

Section 4.02. *Restrictions on Pubco Common Stock*.

(a) Except as otherwise determined by the Managing Member in accordance with Section 4.02(d), (i) the Company may not issue any additional LLC Units to Pubco or any of its Subsidiaries unless substantially simultaneously therewith Pubco or such Subsidiary issues or sells an equal number of shares of Class A Common Stock to another Person, (ii) the Company may not issue any additional LLC Units to any Person (other than Pubco or any of its Subsidiaries) unless simultaneously therewith Pubco issues or sells an equal number of shares of Class B Common Stock to such Person (or, in the case of Corresponding Company Units, to the Management Member holding the Corresponding Management Holdings Units) and (iii) the Company may not issue any other Equity Securities of the Company to Pubco or any of its Subsidiaries unless substantially simultaneously therewith, Pubco or such Subsidiary issues or sells, to another Person, an equal number of shares of a new class or series of Equity Securities of Pubco or such Subsidiary with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Equity Securities of the Company.

(b) Except as otherwise determined by the Managing Member in accordance with Section 4.02(d), (i) Pubco and its Subsidiaries may not redeem, repurchase or otherwise acquire any shares of Class A Common Stock unless substantially simultaneously therewith the Company redeems, repurchases or otherwise acquires from Pubco or any of its Subsidiaries an equal number of LLC Units for the same price per security (or, if Pubco uses funds received from distributions from the Company or the net proceeds from an issuance of Class A Common Stock to fund such

redemption, repurchase or acquisition, then the Company shall cancel an equal number of LLC Units for no consideration) and (ii) Pubco and its Subsidiaries may not redeem or repurchase any other Equity Securities of Pubco unless substantially simultaneously therewith the Company redeems or repurchases from Pubco or any of its Subsidiaries an equal number of Equity Securities of the Company of a corresponding class or series with substantially the same rights to dividends and distributions (including distributions upon liquidation) or other economic rights as those of such Equity Securities of Pubco for the same price per security (or, if Pubco uses funds received from distributions from the Company or the net proceeds from an issuance of Equity Securities other than Class A Common Stock to fund such redemption, repurchase or acquisition, then the Company shall cancel an equal number of its corresponding Equity Securities for no consideration). Except as otherwise determined by the Managing Member in accordance with Section 4.02(d), (x) the Company may not redeem, repurchase or otherwise acquire LLC Units from Pubco or any of its Subsidiaries unless substantially simultaneously Pubco or such Subsidiary redeems, repurchases or otherwise acquires an equal number of Class A Common Stock for the same price per security from holders thereof (except that if the Company cancels LLC Units for no consideration as described in Section 4.02(b)(i), then the price per security need not be the same) and (y) the Company may not redeem, repurchase or otherwise acquire any other Equity Securities of the Company from Pubco or any of its Subsidiaries unless substantially simultaneously Pubco or such Subsidiary redeems, repurchases or otherwise acquires for the same price per security an equal number of Equity Securities of Pubco of a corresponding class or series with substantially the same rights to dividends and distributions (including dividends and distributions upon liquidation) and other economic rights as those of such Equity Securities of Pubco (except that if the Company cancels Equity Securities for no consideration as described in Section 4.02(b)(ii), then the price per security need not be the same). Notwithstanding the immediately preceding sentence, to the extent that any consideration payable to Pubco in connection with the redemption or repurchase of any shares or other Equity Securities of Pubco or any of its Subsidiaries consists (in whole or in part) of shares or such other Equity Securities (including, for the avoidance of doubt, in connection with the cashless exercise of an option or warrant), then redemption or repurchase of the corresponding LLC Units or other Equity Securities of the Company shall be effectuated in an equivalent manner (except if the Company cancels LLC Units or other Equity Securities for no consideration as described in this Section 4.02(b)).

(c) Except as provided in Section 3.01(e), the Company shall not in any manner effect any subdivision (by any stock or unit split, stock or unit dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock or unit split, reclassification, reorganization, recapitalization or otherwise) of the outstanding LLC Units unless accompanied by a substantively identical subdivision or combination, as applicable, of the outstanding Pubco Common Stock, with corresponding changes made with respect to any other exchangeable or convertible securities. Pubco shall not in any manner effect any subdivision (by any stock or unit split, stock or unit dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock or unit split, reclassification, reorganization, recapitalization or otherwise) of the outstanding Pubco Common Stock unless accompanied by a substantively identical subdivision or combination, as applicable, of the outstanding LLC Units, with corresponding changes made with respect to any other exchangeable or convertible securities.

(d) Notwithstanding anything to the contrary in this Article 4:

(i) if at any time the Managing Member shall determine that any debt instrument of Pubco, the Company or its Subsidiaries shall not permit Pubco or the Company to comply with the provisions of Section 4.02(a) or Section 4.02(b) in connection with the issuance, redemption or repurchase of any shares of Class A Common Stock or other Equity Securities of Pubco or any of its Subsidiaries or any Units or other Equity Securities of the Company, then the Managing Member may in good faith implement an economically equivalent alternative arrangement without complying with such provisions; provided that, in the case that any such alternative arrangement is implemented because of restrictions in any debt instrument, such arrangement shall also be subject to the prior written consent (not to be unreasonably withheld) of a majority in interest of the Non-Pubco Members, in each case for so long as the Substantial Ownership Requirement is met; and

(ii) if (x) Pubco incurs any indebtedness and desires to transfer the proceeds of such indebtedness to the Company and (y) Pubco is unable to lend the proceeds of such indebtedness to the Company on an equivalent basis because of restrictions in any debt instrument of Pubco, the Company or its Subsidiaries, then notwithstanding Section 4.02(a) or Section 4.02(b), the Managing Member may in good faith implement an economically equivalent alternative arrangement in connection with the transfer of proceeds to the Company using non-participating preferred Equity Securities of the Company without complying with such provisions; provided that, in the case that any such alternative arrangement is implemented because of restrictions in any debt instrument, such arrangement shall also be subject to the prior written consent (not to be unreasonably withheld) of a majority in interest of the Non-Pubco Members, in each case for so long as the Substantial Ownership Requirement is met.

ARTICLE 5

CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS; DISTRIBUTIONS; ALLOCATIONS

Section 5.01. *Capital Contributions*.

(a) From and after the date hereof, no Member shall have any obligation to the Company, to any other Member or to any creditor of the Company to make any further Capital Contribution, except as expressly provided in Section 4.01(a), Section 4.01(c) or Section 10.02.

(b) Except as expressly provided herein, no Member, in its capacity as a Member, shall have the right to receive any cash or any other property of the Company.

Section 5.02. *Capital Accounts.*

(a) Maintenance of Capital Accounts. The Company shall maintain a Capital Account for each Member on the books of the Company in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv) and, to the extent consistent with such provisions, the following provisions:

(i) Each Member listed on the Member Schedule shall be credited with the Reorganization Date Capital Account Balance set forth on the Member Schedule. The Member Schedule shall be amended by the Managing Member from time to time to reflect adjustments to the Members' Capital Accounts made in accordance with Sections 5.02(a)(ii), 5.02(a)(iii), 5.02(a)(iv), 5.02(c) or otherwise.

(ii) To each Member's Capital Account there shall be credited: (A) such Member's Capital Contributions, (B) such Member's distributive share of Net Income and any item in the nature of income or gain that is allocated pursuant to Section 5.04 and (C) the amount of any Company liabilities assumed by such Member or that are secured by any Property distributed to such Member.

(iii) To each Member's Capital Account there shall be debited: (A) the amount of money and the Carrying Value of any Property distributed to such Member pursuant to any provision of this Agreement, (B) such Member's distributive share of Net Loss and any items in the nature of expenses or losses that are allocated to such Member pursuant to Section 5.04 and (C) the amount of any liabilities of such Member assumed by the Company or that are secured by any Property contributed by such Member to the Company.

(iv) In determining the amount of any liability for purposes of subparagraphs (ii) and (iii) above there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event that the Managing Member shall reasonably determine that it is prudent to modify the manner in which the Capital Accounts or any debits or credits thereto are maintained (including debits or credits relating to liabilities that are secured by contributed or distributed Property or that are assumed by the Company or the Members), the Managing Member may make such modification so long as such modification will not have any effect on the amounts distributed to any Person pursuant to Article 12 upon the dissolution of the Company. The Managing Member also shall (i) make any adjustments that are necessary or appropriate to maintain equality between Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

(b) *Succession to Capital Accounts*. In the event any Person becomes a Substitute Member in accordance with the provisions of this Agreement, such Substitute Member shall succeed to the Capital Account of the former Member (the "**Transferor Member**") to the extent such Capital Account relates to the Transferred Units.

(c) *Adjustments of Capital Accounts*. The Company shall revalue the Capital Accounts of the Members in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f) (a " **Revaluation**") at the following times: (i) immediately prior to the contribution of more than a de minimis amount of money or other property to the Company by a new or existing Member as consideration for one or more Units; (ii) the distribution by the Company to a Member of more than a de minimis amount of property in respect of one or more Units; (iii) the issuance by the Company of more than a de minimis amount of Units as consideration for the provision of services to or for the benefit of the Company (as described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5)(iii)); and (iv) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i), (ii) and (iii) above shall be made only if the Managing Member reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interest of the Members.

(d) No Member shall be entitled to withdraw capital or receive distributions except as specifically provided herein. A Member shall have no obligation to the Company, to any other Member or to any creditor of the Company to restore any negative balance in the Capital Account of such Member. Except as expressly provided elsewhere herein, no interest shall be paid on the balance in any Member's Capital Account.

(e) Whenever it is necessary for purposes of this Agreement to determine a Member's Capital Account on a per Unit basis, such amount shall be determined by dividing the Capital Account of such Member attributable to the applicable class of Units held of record by such Member by the number of Units of such class held of record by such Member.

Section 5.03. *Amounts and Priority of Distributions*.

(a) *Distributions Generally*. Except as otherwise provided in Section 5.03(e) Section 12.02, distributions shall be made to the Members as set forth in this Section 5.03, at such times and in such amounts as the Managing Member, in its sole discretion, shall determine.

(b) *Distributions to the Members*. Subject to Sections 5.03(e), 5.03(f) and 5.03(g), distributions shall be made to the Members in proportion to their respective Percentage Interests at such times and in such amounts as the Managing Member, in its sole discretion, shall determine.

(c) *Pubco Distributions*. Notwithstanding the provisions of Section 5.03(b), the Managing Member, in its sole discretion, may authorize that cash be paid to Pubco or any of its Subsidiaries (which payment shall be made without pro rata distributions to the other Members) in exchange for the redemption, repurchase or other acquisition of Units held by Pubco or any of its Subsidiaries to the extent that such cash payment is used to redeem, repurchase or otherwise acquire an equal number of shares of Class A Common Stock in accordance with Section 4.02(b);

provided, that no distribution (except a distribution relating to redemptions in respect of compensatory equity) shall be made pursuant to this Section 5.03(c) to the extent that, in the Managing Member's reasonable determination, such distribution would reduce distributions under Section 5.03(e).

(d) *Distributions in Kind*. Any distributions in kind shall be made at such times and in such amounts as the Managing Member, in its sole discretion, shall determine based on the fair market value of such in kind distributions as determined by the Managing Member in the same proportions as if distributed in accordance with Section 5.03(b), with all Members participating in proportion to their respective Percentage Interests. If cash and property are to be distributed in kind simultaneously, the Company shall distribute such cash and property in kind in the same proportion to each Member.

(e) *Tax Distributions*. The Managing Member shall (solely to the extent of any Available Cash) cause the Company, no later than five days prior to the date on which U.S. federal corporate quarterly estimated tax payments are due for a taxpayer with a taxable year ending on December 31, to make a distribution (a "Tax Distribution") to each Member in an amount equal to the excess of (A) the product of (i) the estimated net taxable income allocable to such Member, for such taxable year through the end of such period, and (ii) the Assumed Income Tax Rate, over (B) distributions previously made to such Member pursuant to this Section 5.03 or Section 12.02 with respect to the taxable year. A final accounting for Tax Distributions shall be made after the allocation of the Company's actual net taxable income or loss has been determined for a taxable year (or applicable portion thereof) and any shortfall in the amount of Tax Distributions a Member received for such taxable year based on such final accounting shall, to the extent of Available Cash, be promptly distributed to such Member. In computing taxable income or loss for purposes of this Section 5.03(e), items of income, gain, loss and deduction shall be determined (i) with or without regard to any adjustments pursuant to Section 743 of the Code (in whole or in part), in the sole discretion of the Managing Member, and (ii) taking into account any allocations under Section 704(c) of the Code and the Treasury Regulations thereunder. A Tax Distribution to a Member in respect of any LLC Unit shall be charged against current or future distributions to which such Member would otherwise have been entitled under this Section 5.03 or Section 12.02 in respect of such Unit; provided, however, all LLC Units shall participate in distributions made pursuant to Section 5.03 on a pro rata basis. Notwithstanding the foregoing, (A) any distributions made pursuant to this Section 5.03(e) shall be made to the Members on a pro rata basis in accordance with the number of each Member's LLC Units over the total number of outstanding LLC Units, (B) to the extent of Available Cash, the pro rata amount to be distributed to each Member shall be calculated based on the distribution to the Member that would have the highest Tax Distribution under this Section 5.03(e) on a per-unit basis, calculated without regard to this sentence and (C) if there is insufficient Available Cash to make all of the distributions described in clause (B), the amount that would have been distributed to each Member pursuant to clause (B) shall be reduced on a pro rata basis; and provided, further, that notwithstanding the foregoing the Company shall not be required to make any distribution pursuant to this Section 5.03(e) with respect to any Corresponding Company Units or other Units that have not vested if the Company has not allocated any income in the applicable taxable period to such Units. For the avoidance of doubt, whether a distribution is treated as a Tax Distribution or a distribution pursuant to Section 5.03(b) is not intended to impact allocations or ultimate economic entitlement under this Agreement, and this Agreement shall be interpreted consistent with such intent.

(f) *Distributions Resulting in Violation of Law or Default*. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make, or cause to be made, any distribution to any Member (and the Company shall not make any distribution to Pubco) on account of any Unit if such distribution would violate any applicable Law or the terms of any financing agreement of the Pubco, the Company or any of its Subsidiaries or result in a default (or an event that, with notice or the lapse of time or both, would constitute a default) thereunder.

(g) *Assignment*. Each Member and its Permitted Transferees shall have the right to assign to any Transferee of LLC Units, pursuant to a Transfer made in compliance with this Agreement, the right to receive any portion of the amounts distributable or otherwise payable to such Member pursuant to Section 5.03(b).

(h) *Distributions on Account of Unvested LLC Units*. Notwithstanding anything to the contrary in this Section 5.03, no distributions shall be made pursuant to Section 5.03(b) on account of a Corresponding Company Unit or other Unit that has not vested pursuant to the Management Unit Agreement relating to such Corresponding Company Unit or other Unit (other than to the extent such distributions are in respect of a Tax Distribution); provided that any distributions in respect of unvested LLC Units shall be payable at the same time as such unvested LLC Units become vested LLC Units, and if such unvested LLC Units are forfeited, the former holder of such LLC Units shall have no right to receive such distributions.

Section 5.04. *Allocations*.

(a) Net Income and Net Loss. Except as otherwise provided in this Agreement, and after giving effect to the special allocations set forth in Section 5.04(b), Section 5.04(c) and Section 5.04(d), Net Income and Net Loss (and, to the extent necessary, individual items of income, gain, loss, deduction or credit) of the Company shall be allocated among the Members in a manner such that the Capital Account of each Member, immediately after making such allocation, is, as nearly as possible, equal to (i) the distributions that would be made to such Member pursuant to Section 5.03(b) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Carrying Value, all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the Carrying Value of the assets securing such liability), and the net assets of the Company were distributed, in accordance with Section 5.03(b), to the Members immediately after making such allocation, minus (ii) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

(b) *Special Allocations*. The following special allocations shall be made in the following order:

(i) *Minimum Gain Chargeback*. Except as otherwise provided in Treasury Regulations Section 1.704-2(f), notwithstanding any other provision of this Article 5, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the immediately preceding

sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.04(b)(i) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) *Member Nonrecourse Minimum Gain Chargeback*. Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article 5, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.04(b)(ii) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) *Qualified Income Offset*. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of the Member as promptly as possible; provided that an allocation pursuant to this Section 5.04(b)(iii) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 5 have been tentatively made as if this Section 5.04(b)(iii) were not in this Agreement.

(iv) *Nonrecourse Deductions*. Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Members in a manner determined by the Managing Member consistent with Treasury Regulations Sections 1.704-2(b) and 1.704-2(c).

(v) *Member Nonrecourse Deductions*. Any Member Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Sections 1.704-2(i)(1) and 1.704-2(j)(1).

(vi) *Section 754 Adjustments*. (A) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or 743(b) of the Code is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Treasury

Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company or as a result of a Transfer of a Member's interest in the Company, as the case may be, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of such asset) or loss (if the adjustment decreases the basis of such asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Income and Net Loss. (B) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to such Members in accordance with their interests in the Company in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(c) *Curative Allocations*. The allocations set forth in Section 5.04(b)(i) through Section 5.04(b)(vi) and Section 5.04(d) (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 5.04(c). Therefore, notwithstanding any other provision of this Article 5 (other than the Regulatory Allocations), the Managing Member shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Section 5.04.

(d) *Loss Limitation*. Net Loss (or individual items of loss or deduction) allocated pursuant to Section 5.04 hereof shall not exceed the maximum amount of Net Loss (or individual items of loss or deduction) that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Net Loss (or individual items of loss or deduction) pursuant to Section 5.04 hereof, the limitation set forth in this Section 5.04(d) shall be applied on a Member by Member basis and Net Loss (or individual items of loss or deduction) not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive balances in such Member's Capital Accounts so as to allocate the maximum permissible Net Loss to each Member under Treasury Regulations Section 1.704-1(b)(2)(ii)(d). Any reallocation of Net Loss pursuant to this (d) shall be subject to chargeback pursuant to the curative allocation provision of Section 5.04(c).

Section 5.05. *Other Allocation Rules*.

(a) *Interim Allocations Due to Changes in Interests*. For any fiscal year during which a Member's interest in the Company is assigned by such Member (or by an assignee or successor in interest to a Member), the portion of the Net Income and Net Loss of the Company that is allocable in respect of such Member's interest shall be apportioned between the assignor and the assignee of such Member's interest using, to the extent practicable, the closing of the books method under Section 706 of the Code and the Treasury Regulations thereunder.

(b) *Tax Allocations*: Code Section 704(c). In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any Property contributed to the capital of the Company and with respect to reverse Code Section 704(c) allocations described in Treasury Regulations 1.704-3(a)(6) shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such Property to the Company for federal income tax purposes and its initial Carrying Value or its Carrying Value determined pursuant to Treasury Regulation 1.704-1(b)(2)(iv)(f) (computed in accordance with the definition of Carrying Value) using the traditional allocation method under Treasury Regulation 1.704-3(b) or such other allocation method with respect to existing allocation methods or reverse allocation methods under Section 704(c) of the Code that are already applicable with respect to the Company. Any elections or other decisions relating to such allocations shall be made by the Managing Member in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.05(b), Section 704(c) of the Code (and the principles thereof), and Treasury Regulation 1.704-1(b)(4)(i) are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Loss, other items, or distributions pursuant to any provision of this Agreement (other than with respect to Tax Distributions).

Section 5.06. *Tax Withholding*. Each Member hereby authorizes the Company to withhold and to pay over any taxes required under applicable law to be withheld by the Company with respect to any amount payable, distributable or allocable by the Company to such Member; if and to the extent that the Company shall be required to withhold any such taxes, such Member shall be deemed for all purposes of this Agreement to have received a payment from the Company as of the time such withholding is required to be paid, which payment shall be deemed to be a distribution to such Member, provided that if the Managing Member reasonably determines that such Member would not be expected to receive any future distributions in the amount of such payment, the Member shall pay to the Company the amount by which such payment exceeds such expected future distributions. The withholdings referred to in this Section 5.06 shall be made at the maximum applicable statutory rate under applicable tax law unless the Company receives documentation, reasonably satisfactory to the Managing Member, to the effect that a lower rate is applicable, or that no withholding is applicable. To the fullest extent permitted by law, each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability for taxes, penalties, additions to tax or interest with respect to income attributable to or distributions or other payments to such Member. The obligations of a Member set forth in this Section 5.06 shall survive the withdrawal of a Member from the Company or any Transfer of a Member's Units.

ARTICLE 6

CERTAIN TAX MATTERS

Section 6.01. *Tax Matters Representative.*

(a) The Managing Member shall cause the Company to take all necessary actions required by Law to designate Pubco as the "tax matters partner" within the meaning given to such term in Section 6231 of the Code (as in effect prior to the repeal of such section pursuant to the Bipartisan Budget Act of 2015) with respect to any taxable year of the Company beginning on or before December 31, 2017. The Managing Member shall further cause the Company to take all necessary actions required by Law to designate Pubco as the "partnership representative" within the meaning of Section 6223(a) of the Code with respect to any taxable year of the Company beginning after December 31, 2017, and if the "partnership representative" is an entity, the "partnership representative" is hereby authorized to appoint a "designated individual" within the meaning of Treasury Regulation Section 301.6223-1(b) (in such capacities, collectively, the "**Tax Matters Representative**"). The Tax Matters Representative shall have all of the rights, duties, powers and obligations provided for in the Code with respect to the Company. The Company shall not be obligated to pay any fees or other compensation to the Tax Matters Representative in its capacity as such, but the Company shall reimburse the Tax Matters Representative for all reasonable out-of-pocket costs and expenses (including attorneys' and other professional fees) incurred by it in its capacity as Tax Matters Representative. Each Member agrees to cooperate with the Company and the Tax Matters Representative and to do or refrain from doing any or all things reasonably requested by the Company or the Tax Matters Representative in connection with any examination of the Company's affairs by any federal, state, or local tax authorities, including resulting administrative and judicial proceedings. The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained or incurred as a result of any act or decision concerning Company tax matters and within the scope of such Member's responsibilities as Tax Matters Representative, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct.

(b) If the Company pays an imputed underpayment pursuant to Section 6225 of the Code or any similar provision of state, local or non-U.S. law, to the extent possible, the portion thereof attributable to a Member shall be treated as a withholding tax with respect to such Partner under Section 5.06. To the extent that such portion of an imputed underpayment cannot be withheld from a current distribution, the applicable Member (or former Member) shall be liable to the Company for the amount that cannot be so offset. The Members acknowledge that the Company may make the election described in Section 6226 of the Code and any analogous election under state, local or non-U.S. law to the extent such election is available under applicable law, instead of paying an imputed underpayment.

Section 6.02. *Section 754 Elections*. The Company shall make, and shall cause any Subsidiary of the Company that is treated as a partnership for U.S. federal income tax purposes to make, a timely election under Section 754 of the Code (and a corresponding election under state and local law) effective starting with the taxable year including the IPO, and the Managing Member shall not take any action to revoke such elections.

ARTICLE 7

MANAGEMENT OF THE COMPANY

Section 7.01. *Management by the Managing Member*. Except as otherwise specifically set forth in this Agreement, the Managing Member shall be deemed to be a "manager" for purposes of applying the Delaware Act. Except as expressly provided in this Agreement or the Delaware Act, the day-to-day business and affairs of the Company and its Subsidiaries shall be managed, operated and Controlled by the Managing Member in accordance with the terms of this Agreement and no other Members shall have management authority or rights over the Company or its Subsidiaries. The Managing Member is, to the extent of its rights and powers set forth in this Agreement, an agent of the Company for the purpose of the Company's and its Subsidiaries' business, and the actions of the Managing Member taken in accordance with such rights and powers, shall bind the Company (and no other Members shall have such right). Except as expressly provided in this Agreement, the Managing Member shall have all necessary powers to carry out the purposes, business, and objectives of the Company and its Subsidiaries. The Managing Member shall have the power and authority to delegate to one or more other Persons the Managing Member's rights and powers to manage and Control the business and affairs of the Company, including to delegate to agents and employees of a Member or the Company (including any officers or Subsidiary thereof), and to delegate by a management agreement or another agreement with, or otherwise to, other Persons. The Managing Member may authorize any Person (including any Member or officer of the Company) to enter into and perform any document on behalf of the Company or any Subsidiary.

Section 7.02. *Withdrawal of the Managing Member*. Pubco may withdraw as the Managing Member and appoint as its successor, at any time upon written notice to the Company, (i) any wholly-owned Subsidiary of Pubco, (ii) any Person of which Pubco is a wholly-owned Subsidiary, (iii) any Person into which Pubco is merged or consolidated or (iv) any transferee of all or substantially all of the assets of Pubco, which withdrawal and replacement shall be effective upon the delivery of such notice. No appointment of a Person other than Pubco (or its successor, as applicable) as Managing Member shall be effective unless Pubco (or its successor, as applicable) and the new Managing Member (as applicable) provide all other Members with contractual rights, directly enforceable by such other Members against the new Managing Member, to cause the new Managing Member to comply with all the Managing Member's obligations under this Agreement and the Reorganization Documents.

Section 7.03. *Decisions by the Members*.

(a) Other than the Managing Member, the Members shall take no part in the management of the Company's business and shall transact no business for the Company and shall have no power to act for or to bind the Company; provided, however, that the Company may engage any Member or principal, partner, member, shareholder or interest holder thereof as an employee, independent contractor or consultant to the Company, in which event the duties and liabilities of such individual or firm with respect to the Company as an employee, independent contractor or consultant shall be governed by the terms of such engagement with the Company. The Managing Member shall not (i) engage in any activity unrelated to the business or management of the Company and its Subsidiaries or (ii) own any material assets other than Units

and/or any cash or other property or assets distributed by, or otherwise received from, the Company, without the prior written consent of the majority-in-interest of the Non-Pubco Members.

(b) Except as expressly provided herein, the Members shall not have the power or authority to vote, approve or consent to any matter or action taken by the Company. Except as otherwise provided herein, any proposed matter or action subject to the vote, approval or consent of the Members shall require the approval of a majority in interest of the Members or such class of Members, as the case may be, by (x) resolution at a duly convened meeting of the Members, or (y) written consent of the Members. Except as expressly provided herein, all Members shall vote together as a single class on any matter subject to the vote, approval or consent of the Members. In the case of any such approval, a majority in interest of the Members may call a meeting of the Members at such time and place or by means of telephone or other communications facility that permits all persons participating in such meeting to hear and speak to each other for the purpose of a vote thereon. Notice of any such meeting shall be required, which notice shall include a brief description of the action or actions to be considered by the Members. Unless waived by any such Member in writing, notice of any such meeting shall be given to each Member at least two Business Days (2) days prior thereto. Attendance or participation of a Member at a meeting shall constitute a waiver of notice of such meeting, except when such Member attends or participates in the meeting for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not properly called or convened. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the actions so taken, shall be signed by Members sufficient to approve such action pursuant to this Section 7.03(b). A copy of any such consent in writing will be provided to the Members promptly thereafter.

Section 7.04. *Duties*.

(a) The parties acknowledge that the Managing Member will take action through its board of directors and officers, and that the members of the Managing Member's board of directors and its officers will owe fiduciary duties to the stockholders of the Managing Member. The Managing Member will use all commercially reasonable and appropriate efforts and means, as determined in good faith by the Managing Member, to minimize any conflict of interest between the Members, on the one hand, and the stockholders of the Managing Member, on the other hand, and to effectuate any transaction that involves or affects any of the Company, the Managing Member, the Members and/or the stockholders of the Managing Member in a manner that does not (i) advantage or disadvantage the Members or their interests relative to the stockholders of the Managing Member, (ii) advantage or disadvantage the stockholders of the Managing Member relative to the Members or (iii) treats the Members and the stockholders of the Managing Member differently; provided that in the event of a conflict between the interests of the stockholders of the Managing Member and the interests of the Members other than the Managing Member, such other Members agree that the Managing Member shall discharge its fiduciary duties to such other Members by acting in the best interests of the Managing Member's stockholders.

Section 7.05. *Officers*.

(a) *Appointment of Officers*. The Managing Member may appoint individuals as officers ("**Officers**") of the Company, which may include such officers as the Managing Member

determines are necessary and appropriate. No Officer need be a Member. An individual may be appointed to more than one office. If an Officer is also an officer of the Managing Member, then Section 7.04 shall apply to such Officer in the same manner as it applies to the Managing Member.

(b) *Authority of Officers*. The Officers shall have the duties, rights, powers and authority as may be prescribed by the Managing Member from time to time.

(c) *Removal, Resignation and Filling of Vacancy of Officers*. The Managing Member may remove any Officer, for any reason or for no reason, at any time. Any Officer may resign at any time by giving written notice to the Company, and such resignation shall take effect at the date of the receipt of that notice or any later time specified in that notice; provided that, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any such resignation shall be without prejudice to the rights, if any, of the Company or such Officer under this Agreement. A vacancy in any office because of death, resignation, removal or otherwise shall be filled by the Managing Member.

ARTICLE 8

TRANSFERS OF INTERESTS

Section 8.01. *Restrictions on Transfers*.

(a) Except as expressly permitted by Section 8.02, and subject to Section 8.01(b), Section 8.01(c), Section 8.01(d) and Section 8.01(e), any underwriter lock-up agreement applicable to such Member and/or any other agreement between such Member and the Company, Pubco or any of their Controlled Affiliates, without the prior written approval of the Managing Member, no Member shall directly or indirectly Transfer all or any part of its Units or any right or economic interest pertaining thereto, including the right to vote or consent on any matter or to receive or have any economic interest in distributions or advances from the Company pursuant thereto, to any Person. Any such Transfer which is not in compliance with the provisions of this Agreement shall be deemed a Transfer by such Member of Units in violation of this Agreement (and a breach of this Agreement by such Member) and shall be null and void ab initio. Notwithstanding anything to the contrary in this Article 8, (i) Section 10.03 of this Agreement shall govern the exchange of LLC Units for shares of Class A Common Stock, and an exchange pursuant to, and in accordance with, Section 10.03 of this Agreement shall not be considered a "**Transfer**" for purposes of this Agreement, and (ii) any other Transfer of shares of Class A Common Stock shall not be considered a "**Transfer**" for purposes of this Agreement.

(b) Except as otherwise expressly provided herein, it shall be a condition precedent to any Transfer otherwise permitted or approved pursuant to this Article 8 that:

(i) the Transferor shall have provided to the Company prior notice of such Transfer; and

(ii) the Transfer shall comply with all Applicable Laws and the Managing Member shall be reasonably satisfied that such Transfer will not result in a violation of the Securities Act.

(c) Notwithstanding any other provision of this Agreement to the contrary, no Member shall directly or indirectly Transfer all or any part of its Units or any right or economic interest pertaining thereto if such Transfer, in the reasonable discretion of the Managing Member, would (i) materially increase the risk that the Company would be classified as a "publicly traded partnership" as that term is defined in Section 7704 of the Code and Regulations promulgated thereunder or (ii) reasonably be expected to create a material risk that the Company would have more than one hundred (100) partners, within the meaning of Treasury Regulations Section 1.7704-1(h)(1) (determined pursuant to the rules of Treasury Regulations Section 1.7704-1(h)(3)).

(d) Any Transfer of Units pursuant to this Agreement, including this Article 8, shall be subject to the provisions of Section 3.01 and Section 3.02Section 3.03.

(e) If there is a Transfer of Units to Permitted Transferees pursuant to this Agreement, the Units held by each such Permitted Transferee shall be included in calculating the Substantial Ownership Requirement.

(f) Notwithstanding anything contained herein to the contrary, in no event shall any Member that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code Transfer any Units, unless such Member and the transferee have delivered to the Company, in respect of the relevant Transfer, written evidence that all required withholding under Section 1446(f) of the Code will have been done and duly remitted to the applicable taxing authority or duly executed certifications (prepared in accordance with the applicable Treasury Regulations or other authorities) of an exemption from such withholding.

Section 8.02. *Certain Permitted Transfers*. Notwithstanding anything to the contrary herein but subject to Section 8.01(b) and Section 8.01(c), the following Transfers shall be permitted:

(a) Any Transfer in connection with the Reorganization;

(b) Any Transfer by any Member of its Units pursuant to a Disposition Event (as such term is defined in the certificate of incorporation of Pubco);

(c) At any time, any Transfer by any Member of Units to any Transferee approved in writing by the Managing Member (not to be unreasonably withheld), it being understood that it shall be reasonable for the Managing Member to withhold such consent if the Managing Member reasonably determines that such Transfer would materially increase the risk that the Company would be classified as a "publicly traded partnership" as that term is defined in Section 7704 of the Code and Regulations promulgated thereunder; and

(d) The Transfer of all or any portion of a Non-Pubco Member's Units to a Permitted Transferee of such Member.

Section 8.03. *Distributions*. Notwithstanding anything in this Article 8 or elsewhere in this Agreement to the contrary, if a Member Transfers all or any portion of its Units after the designation of a record date and declaration of a distribution pursuant to Article 5 and before the payment date of such distribution, the transferring Member (and not the Person acquiring all or

any portion of its LLC Units) shall be entitled to receive such distribution in respect of such transferred LLC Units.

Section 8.04. *Registration of Transfers*. When any Units are Transferred in accordance with the terms of this Agreement, the Company shall cause such Transfer to be registered on the books of the Company.

ARTICLE 9

CERTAIN OTHER AGREEMENTS

Section 9.01. *Company Call Right*. In connection with any Involuntary Transfer by any Non-Pubco Member (other than Management Holdings) or an Involuntary Corresponding Transfer, the Company or the Managing Member may, in the Managing Member's sole discretion, elect to purchase from such Member and/or such Transferee(s) in an Involuntary Transfer (if applicable) or Management Holdings in an Involuntary Corresponding Transfer (each, a "**Call Member**") any or all of the Units so Transferred or so held by such Member (or such Member's Permitted Transferees) or the Corresponding Company Unit from Management Holdings, as applicable ("**Call Units**"), at any time by delivery of a written notice (a "**Call Notice**") to such Call Member. The Call Notice shall set forth the Unit Redemption Price and the proposed closing date of such purchase of such Call Units; provided that such closing date shall occur within ninety (90) days following the date of such Call Notice. At the closing of any such sale, in exchange for the payment by the Company or the Managing Member to such Call Members of the Unit Redemption Price in cash, (i) each Call Member shall deliver its Call Units, duly endorsed, or accompanied by written instruments of transfer in form satisfactory to the Company or the Managing Member, as applicable, duly executed by such Call Member and accompanied by all requisite transfer taxes, if any, (ii) such Call Units shall be free and clear of any Liens and (iii) each Call Member shall so represent and warrant and further represent and warrant that it is the sole beneficial and record owner of such Call Units. Following such closing, any such Call Member shall no longer be entitled to any rights in respect of its Call Units, including any distributions of the Company or Pubco thereupon (other than the payment of the Unit Redemption Price at such closing), and, to the extent any such Call Member does not hold any Units thereafter, shall thereupon cease to be a Member of the Company and, to the extent any such Call Member does not hold any shares of Pubco Common Stock thereafter, shall thereupon cease to be a stockholder of Pubco.

Section 9.02. *Preemptive Rights.*

(a) No Person shall have any preemptive, preferential or other similar right with respect to (i) additional Capital Contributions; (ii) issuances or sales by the Company of any class or series of Units, whether unissued or hereafter created; (iii) issuances of any obligations, evidences of indebtedness or other securities of the Company convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase or subscribe to, any Units; (iv) issuances of any right of subscription to or right to receive, or any warrant or option for the purchase of, any Units; or (v) issuances or sales of any other securities that may be issued or sold by the Company.

ARTICLE 10

REDEMPTION AND EXCHANGE RIGHTS

Section 10.01. *Redemption Right of a Member.*

(a) Without the need for approval by the Managing Member or consent by any other Members, each Non-Pubco Member shall be entitled to cause the Company to redeem (a "**Redemption**") all or any portion of its LLC Units that are not subject to vesting (the "**Redemption Right**") at any time; provided that the Managing Member may force a Member to exercise its Redemption Right at any time following the expiration of a contractual lock-up period if such member holds fewer than 4,000 LLC Units. A Member desiring to exercise its Redemption Right (the "**Redeeming Member**") shall exercise such right by giving written notice (the "**Redemption Notice**") to the Company and Pubco in substantially the form of Exhibit A attached hereto; provided, that any Member Exchange Notice (as defined in the Management Holdings LLC Agreement) which occurs pursuant to Section 9.01 of the Management Holdings LLC Agreement shall constitute a Redemption Notice hereunder. The Redemption Notice shall specify the number of LLC Units (the "**Redeemed Units**") that the Redeeming Member intends to have the Company redeem (*provided*, that absent a waiver by the Managing Member or anything to the contrary in Section 9.01 of the Management Holdings LLC Agreement, any such Redemption is for a minimum of the lesser of 4,000 LLC Units or all of the LLC Units held by such Redeeming Member) and a date, not less than five (5) Business Days nor more than ten (10) Business Days after delivery of such Redemption Notice (unless and to the extent that the Managing Member in its sole discretion agrees in writing to waive such time periods), on which exercise of the Redemption Right shall be completed (the "**Redemption Date**"); provided that the Company, Pubco and the Redeeming Member may change the number of Redeemed Units and/or the Redemption Date specified in such Redemption Notice to another number and/or date by mutual agreement signed in writing by each of them; provided further that a Redemption Notice may be conditioned by the Redeeming Member on the closing of an underwritten or non-underwritten distribution or sale of the shares of Class A Common Stock that may be issued in connection with such proposed Redemption. Unless the Redeeming Member has revoked or delayed a Redemption as provided in Section 10.01(c), on the Redemption Date (to be effective immediately prior to the close of business on the Redemption Date) (i) the Redeeming Member shall transfer and surrender the Redeemed Units to the Company, free and clear of all Liens, and (ii) the Company shall (x) cancel the Redeemed Units, (y) transfer to the Redeeming Member the consideration to which the Redeeming Member is entitled under Section 10.01(b), and (z) if the Units are certificated, issue to the Redeeming Member a certificate for a number of Units equal to the difference (if any) between the number of Units evidenced by the certificate surrendered by the Redeeming Member pursuant to clause (i) of this Section 10.01(a) and the Redeemed Units.

(b) In exercising its Redemption Right, a Redeeming Member shall be entitled to receive the number of shares of Class A Common Stock equal to the number of Redeemed Units (the "**Share Settlement**").

(c) A Redeeming Member shall be entitled to revoke its Redemption Notice or delay the consummation of a Redemption if any of the following conditions exists: (i) any registration statement pursuant to which the resale of the Class A Common Stock to be registered

for such Redeeming Member at or immediately following the consummation of the Redemption shall have ceased to be effective pursuant to any action or inaction by the SEC or no such resale registration statement has yet become effective; (ii) Pubco shall have failed to cause any related prospectus to be supplemented by any required prospectus supplement necessary to effect such Redemption; (iii) Pubco shall have exercised its right to defer, delay or suspend the filing or effectiveness of a registration statement and such deferral, delay or suspension shall affect the ability of such Redeeming Member to have its Class A Common Stock registered at or immediately following the consummation of the Redemption; (iv) Pubco shall have disclosed to such Redeeming Member any material non-public information concerning Pubco, the receipt of which results in such Redeeming Member being prohibited or restricted from selling Class A Common Stock at or immediately following the Redemption without disclosure of such information (and Pubco does not permit disclosure); (v) any stop order relating to the registration statement pursuant to which the Class A Common Stock was to be registered by such Redeeming Member at or immediately following the Redemption shall have been issued by the SEC; (vi) there shall have occurred a material disruption in the securities markets generally or in the market or markets in which the Class A Common Stock is then traded; (vii) there shall be in effect an injunction, a restraining order or a decree of any nature of any Governmental Authority that restrains or prohibits the Redemption; (viii) if the Redeeming Member is a party to the Registration Rights Agreement, Pubco shall have failed to comply in all material respects with its obligations under the Registration Rights Agreement, and such failure shall have affected the ability of such Redeeming Member to consummate the resale of Class A Common Stock to be received upon such redemption pursuant to an effective registration statement; (ix) the Redemption Date would occur three (3) Business Days or less prior to, or during, any "black-out" or similar period under Pubco's policies covering trading in the Pubco's securities to which the applicable Redeeming Member is subject, which period restricts the ability of such Redeeming Member to immediately resell shares of Class A Common Stock to be delivered to such Redeeming Member in connection with a Share Settlement; provided further, that in no event shall the Redeeming Member seeking to revoke its Redemption Notice or delay the consummation of such Redemption and relying on any of the matters contemplated in clauses (i) through (ix) above have Controlled or intentionally materially influenced any facts, circumstances, or Persons in connection therewith (except in the good faith performance of his or her duties as an officer or director of Pubco) in order to provide such Redeeming Member with a basis for such delay or revocation. If a Redeeming Member delays the consummation of a Redemption pursuant to this Section 10.01(c), the Redemption Date shall occur on the fifth Business Day following the date on which the conditions giving rise to such delay cease to exist (or such earlier day as Pubco, the Company and such Redeeming Member may agree in writing).

(d) The number of shares of Class A Common Stock that a Redeeming Member is entitled to receive under Section 10.01(b) shall not be adjusted on account of any distributions previously made with respect to the Redeemed Units or dividends previously paid with respect to Class A Common Stock; provided, however, that if a Redeeming Member causes the Company to redeem Redeemed Units and the Redemption Date occurs subsequent to the record date for any distribution with respect to the Redeemed Units but prior to payment of such distribution, the Redeeming Member shall be entitled to receive such distribution with respect to the Redeemed Units on the date that it is made notwithstanding that the Redeeming Member transferred and surrendered the Redeemed Units to the Company prior to such date (but in each case only if Pubco

has declared a corresponding dividend of all amounts receivable by Pubco in such distribution with a record date for such dividend that is no later than the record date for such distribution).

(e) In the event of a reclassification or other similar transaction as a result of which the shares of Class A Common Stock are converted into another security, then in exercising its Redemption Right a Redeeming Member shall be entitled to receive the amount of such security that the Redeeming Member would have received if such Redemption Right had been exercised and the Redemption Date had occurred immediately prior to the record date of such reclassification or other similar transaction.

Section 10.02. *Election and Contribution of Pubco*. In connection with the exercise of a Redeeming Member's Redemption Rights under Section 10.01(a), Pubco shall contribute to the Company the consideration the Redeeming Member is entitled to receive under Section 10.01(b). On the Redemption Date (to be effective immediately prior to the close of business on the Redemption Date) (i) Pubco shall make its Capital Contribution to the Company required under this Section 10.02, and (ii) the Company shall issue to Pubco a number of Units equal to the number of Redeemed Units surrendered by the Redeeming Member.

Section 10.03. *Exchange Right of Pubco.*

(a) Notwithstanding anything to the contrary in this Article 10, Pubco may, in its sole and absolute discretion, elect to effect on the Redemption Date the exchange of Redeemed Units for the Share Settlement through a direct exchange of such Redeemed Units and such consideration between the Redeeming Member and Pubco (a "**Direct Exchange**"). Upon such Direct Exchange pursuant to this Section 10.03, Pubco shall acquire the Redeemed Units and shall be treated for all purposes of this Agreement as the owner of such Units.

(b) Pubco may, at any time prior to a Redemption Date, deliver written notice (an "**Exchange Election Notice**") to the Company and the Redeeming Member setting forth its election to exercise its right to consummate a Direct Exchange; provided that such election does not prejudice the ability of the parties to consummate a Redemption or Direct Exchange on the Redemption Date. An Exchange Election Notice may be revoked by Pubco at any time; provided that any such revocation does not prejudice the ability of the parties to consummate a Redemption or Direct Exchange on the Redemption Date. The right to consummate a Direct Exchange in all events shall be exercisable for all the Redeemed Units that would have otherwise been subject to a Redemption. Except as otherwise provided by this Section 10.03, a Direct Exchange shall be consummated pursuant to the same timeframe and in the same manner as the relevant Redemption would have been consummated if Pubco had not delivered an Exchange Election Notice.

Section 10.04. *Tender Offers and Other Events with Respect to Pubco.*

(a) In the event that a tender offer, share exchange offer, issuer bid, take-over bid, recapitalization or similar transaction with respect to Class A Common Stock (a "**Pubco Offer**") is proposed by Pubco or is proposed to Pubco or its stockholders and approved by the board of directors of Pubco or is otherwise effected or to be effected with the consent or approval of the board of directors of Pubco, the holders of LLC Units (other than the Pubco Members and the holders of LLC Units that have not vested) shall be permitted to participate in such Pubco Offer

by delivery of a notice of exchange (which notice of exchange shall be effective immediately prior to the consummation of such Pubco Offer (and, for the avoidance of doubt, shall be contingent upon such Pubco Offer and not be effective if such Pubco Offer is not consummated)). In the case of a Pubco Offer proposed by Pubco, Pubco will use its reasonable efforts expeditiously and in good faith to take all such actions and do all such things as are necessary or desirable to enable and permit the holders of LLC Units (other than the Pubco Members) to participate in such Pubco Offer to the same extent or on an economically equivalent basis as the holders of shares of Class A Common Stock without discrimination; provided, that without limiting the generality of this sentence, Pubco will use its reasonable efforts expeditiously and in good faith to ensure that such holders may participate in each such Pubco Offer without being required to exchange LLC Units to the extent such participation is practicable. For the avoidance of doubt (but subject to Section 10.04(c)), in no event shall the holders of LLC Units be entitled to receive in such Pubco Offer aggregate consideration (other than pursuant to the Tax Receivable Agreement) for each LLC Unit that is greater than the consideration payable in respect of each share of Class A Common Stock in connection with a Pubco Offer.

(b) Notwithstanding any other provision of this Agreement, if a Disposition Event (as such term is defined in the Pubco certificate of incorporation) is approved by the board of directors of Pubco and consummated in accordance with Applicable Law, at the request of the Company (or following such Disposition Event, its successor) or Pubco (or following such Disposition Event, its successor), each of the holders of LLC Units (other than any Management Members in respect of Corresponding Company Units or other Units that have not vested, which shall be forfeited or repurchased, including pursuant to Section 3.02) shall be required to exchange with Pubco, at any time and from time to time after, or simultaneously with, the consummation of such Disposition Event, all of such holder's LLC Units for aggregate consideration for each LLC Unit that is equivalent to the consideration payable in respect of each share of Class A Common Stock in connection with the Disposition Event.

(c) Notwithstanding any other provision of this Agreement, in a Disposition Event, payments under or in respect of the Tax Receivable Agreement shall not be considered part of the consideration payable in respect of any LLC Unit or share of Class A Common Stock in connection with such Disposition Event for the purposes of Section 10.04(a) and Section 10.04(b).

Section 10.05. *Reservation of Shares of Class A Common Stock; Certificate of Pubco*. At all times Pubco shall reserve and keep available out of its authorized but unissued Class A Common Stock, solely for the purpose of issuance upon a Redemption or Direct Exchange, such number of shares of Class A Common Stock as shall be issuable upon any such Redemption or Direct Exchange pursuant to Share Settlements; provided that nothing contained herein shall be construed to preclude Pubco from satisfying its obligations in respect of any such Redemption or Direct Exchange by delivery of purchased Class A Common Stock (which may or may not be held in the treasury of Pubco). Pubco shall deliver Class A Common Stock that has been registered under the Securities Act with respect to any Redemption or Direct Exchange to the extent a registration statement is effective and available for such shares. Pubco covenants that all Class A Common Stock issued upon a Redemption or Direct Exchange will, upon issuance, be validly issued, fully paid and non-assessable. The provisions of this Article 10 shall be interpreted and applied in a manner consistent with the corresponding provisions of the certificate of incorporation of Pubco.

Section 10.06. *Effect of Exercise of Redemption or Exchange Right*. This Agreement shall continue notwithstanding the consummation of a Redemption or Direct Exchange and all governance or other rights set forth herein shall be exercised by the remaining Members and the Redeeming Member (to the extent of such Redeeming Member's remaining interest in the Company). No Redemption or Direct Exchange shall relieve such Redeeming Member of any prior breach of this Agreement.

Section 10.07. *Tax Treatment*.

(a) Unless otherwise required by applicable Law, the parties hereto acknowledge and agree that any Redemption or Direct Exchange consummated hereunder shall be treated as a taxable sale of Redeemed Units by the Redeeming Member to Pubco for U.S. federal, and applicable state and local income tax purposes, and no party shall take a contrary position on any income tax return, amendment thereof or communication with a taxing authority unless an alternate position is permitted under the Code and Treasury Regulations and Pubco consents in writing.

(b) Notwithstanding any other provision in this Agreement, the Company, PubCo and their agents and affiliates shall have the right to deduct and withhold taxes (including Class A Common Stock with a fair market value determined in the sole discretion of the PubCo equal to the amount of such taxes) from any payments to be made pursuant to any Redemption or Direct Exchange consummated hereunder if, in their opinion, such withholding is required by law, and shall be provided with any necessary tax forms, including Form W-9 or the appropriate series of Form W-8, as applicable, and any similar information; provided, that PubCo may, in its sole discretion, allow or require a Redeeming Member to pay such taxes owed in respect of the Redemption or Direct Exchange in cash in lieu of withholding or deducting such taxes. To the extent that any of the aforementioned amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to the recipient of the payments in respect of which such deduction and withholding was made. To the extent that any payment pursuant to any Redemption or Direct Exchange consummated hereunder is not reduced by such deductions or withholdings, such recipient shall indemnify the applicable withholding agent for any amounts imposed by any taxing authority together with any costs and expenses related thereto.

Section 10.08. *Additional Exchange Restrictions*. Notwithstanding anything to the contrary herein:

(a) No Redemption or Direct Exchange shall be permitted (and, if attempted, shall be void ab initio) if, in the good faith determination of the Managing Member or the Company, such a Redemption or Direct Exchange would pose a material risk that the Company would be a "publicly traded partnership" as that term is defined in Section 7704 of the Code and Regulations promulgated thereunder.

(b) The Company reasonably believes that, as of the date hereof, it satisfies the "safe harbor" requirements under Treasury Regulation Section 1.7704-1(h) (the "**100 Partner Safe Harbor**") and the Company will not take any action or consent to any action that would reasonably be expected to result in the Company not satisfying the 100 Partner Safe Harbor for

any taxable year. If the Managing Member determines at any time, in its sole discretion after consultation with the Company's tax advisors, either (i) that the Company does not then satisfy the 100 Partner Safe Harbor, or (ii) there is a reasonable possibility that the Company will not satisfy the 100 Partner Safe Harbor at any time during the current or next taxable year, the Managing Member and the Company may impose such restrictions on, and impose such requirements on and procedures with respect to, Redemptions and Direct Exchanges from time to time as the Managing Member and/or the Company may determine, in their sole discretion, to be necessary or advisable so that the Company is not treated as a "publicly traded partnership" under Section 7704 of the Code and such restrictions, requirements and procedures shall remain in effect unless and until the Managing Member determines otherwise; provided, that, for the avoidance of doubt, a transfer described under Treasury Regulation Section 1.7704-1(e)(2) shall not be restricted. Without limiting the discretion of the Managing Member and/or the Company under this Section 10.08(b) to impose any restrictions, requirements or procedures on Redemptions and Direct Exchanges, such restrictions, requirements and procedures may include one or more of the following:

(i) providing that Members are permitted to effect Redemptions and Direct Exchanges during a taxable year of the Company only on one or more of up to four specified dates determined by the Managing Member (each a "**Specified Exchange Date**");

(ii) requiring a Member seeking to effect a Redemption to give the Company irrevocable written notice of an election to effect a Redemption on a date that is at least sixty (60) calendar days prior to the Specified Exchange Date on which such Redemption is to occur; and

(iii) providing that the number of Units that may be redeemed or exchanged or otherwise transferred during the taxable year of the Company (other than in private transfers described in Treasury Regulations Section 1.7704-1(e)) cannot exceed 10 percent of the total interest in the Company's capital or profits (as determined pursuant to Treasury Regulation Section 1.7704-1(k)).

(c) Pubco shall bear all of its own expenses in connection with the consummation of any Redemption, whether or not any such Redemption is ultimately consummated, including any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, any Redemption (but not, in any case, any income taxes or other similar taxes); provided, however, that if any of the Share Settlement is to be delivered in a name other than that of the Redeeming Member that requested the Redemption, then such Redeeming Member and/or the Person in whose name such shares are to be delivered shall pay to Pubco the amount of any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, such Redemption or shall establish to the reasonable satisfaction of Pubco that such tax has been paid or is not payable. Except as otherwise may separately be agreed by the Company, the Redeeming Member shall bear all of its own expenses in connection with the consummation of any Redemption (including, for the avoidance of doubt, expenses incurred by such Redeeming Member in connection with any Redemption that are invoiced to the Company).

(d) In connection with any Redemption or Direct Exchange, an equal number of shares of Class B Common Stock shall be surrendered and cancelled in accordance with the certificate of incorporation of PubCo.

ARTICLE 11

LIMITATION ON LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 11.01. *Limitation on Liability*. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company; provided that the foregoing shall not alter a Member's obligation to return funds wrongfully distributed to it.

Section 11.02. *Exculpation and Indemnification; Elimination of Fiduciary Duties*.

(a) Subject to the duties of the Managing Member and Officers set forth in Section 7.01, neither the Managing Member nor any other Covered Person shall be liable, including under any legal or equitable theory of fiduciary duty or other theory of liability, to the Company or to any other Covered Person for any losses, claims, damages or liabilities incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company. There shall be, and each Covered Person shall be entitled to, a presumption that such Covered Person acted in good faith. None of the Members shall have any fiduciary duties to any other Member, the Company or any other Person, and any duties or implied duties (including fiduciary duties) of any Member to any other Member or the Company that would otherwise apply at law (common or statutory) or in equity are hereby eliminated to the fullest extent permitted under any Applicable Law.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such Person's professional or expert competence.

(c) The Company shall indemnify, defend and hold harmless each Covered Person against any losses, claims, damages, liabilities, expenses (including all reasonable out-of-pocket fees and expenses of counsel and other advisors), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, in which such Covered Person may be involved or become subject to, in connection with any matter arising out of or in connection with the Company's business or affairs, or this Agreement or any related document, unless such loss, claim, damage, liability, expense, judgment, fine, settlement or other amount (i) is a result of a Covered Person not acting in good faith on behalf of the Company or arose as a result of the willful commission by such Covered Person of any act that is dishonest and materially injurious to the Company, (ii) results from its contractual obligations under any Reorganization Document to be performed in a capacity other than as a Covered Person or from the breach by such Covered Person of Section 9.01 or (iii) results from the breach by any Member (in such capacity) of its contractual obligations under this Agreement. If any Covered Person becomes involved in any capacity in any action, suit, proceeding or investigation in connection

with any matter arising out of or in connection with the Company's business or affairs, or this Agreement or any related document (other than any Reorganization Document), other than (x) by reason of any act or omission performed or omitted by such Covered Person that was not in good faith on behalf of the Company or constituted a willful commission by such Covered Person of an act that is dishonest and materially injurious to the Company or (y) as a result of any breach by such Covered Person of Section 9.01, the Company shall reimburse such Covered Person for its reasonable legal and other reasonable out-of-pocket expenses (including the cost of any investigation and preparation) as they are incurred in connection therewith; provided that such Covered Person shall promptly repay to the Company the amount of any such reimbursed expenses paid to it if it shall be finally judicially determined that such Covered Person was not entitled to indemnification by, or contribution from, the Company in connection with such action, suit, proceeding or investigation. If for any reason (other than the bad faith of a Covered Person or the willful commission by such Covered Person of an act that is dishonest and materially injurious to the Company) the foregoing indemnification is unavailable to such Covered Person, or insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by such Covered Person as a result of such loss, claim, damage, liability, expense, judgment, fine, settlement or other amount in such proportion as is appropriate to reflect any relevant equitable considerations. There shall be, and each Covered Person shall be entitled to, a rebuttable presumption that such Covered Person acted in good faith.

(d) The obligations of the Company under Section 11.02(c) shall be satisfied solely out of and to the extent of the Company's assets, and no Covered Person shall have any personal liability on account thereof.

(e) Given that certain Jointly Indemnifiable Claims may arise by reason of the service of a Covered Person to the Company and/or as a director, trustee, officer, partner, member, manager, employee, consultant, fiduciary or agent of other corporations, limited liability companies, partnerships, joint ventures, trusts, employee benefit plans or other enterprises controlled by the Company (collectively, the "**Controlled Entities**"), or by reason of any action alleged to have been taken or omitted in any such capacity, the Company acknowledges and agrees that the Company shall be fully and primarily responsible for the payment to the Covered Person in respect of indemnification or advancement of all out-of-pocket costs of any type or nature whatsoever (including, without limitation, all attorneys' fees and related disbursements) in each case, actually and reasonably incurred by or on behalf of a Covered Person in connection with either the investigation, defense or appeal of a claim, demand, action, suit or proceeding or establishing or enforcing a right to indemnification under this Agreement or otherwise incurred in connection with a claim that is indemnifiable hereunder (collectively, "**Expenses**") in connection with any such Jointly Indemnifiable Claim, pursuant to and in accordance with (as applicable) the terms of (i) the Delaware Act, (ii) this Agreement, (iii) any other agreement between the Company or any Controlled Entity and the Covered Person pursuant to which the Covered Person is indemnified, (iv) the laws of the jurisdiction of incorporation or organization of any Controlled Entity and/or (v) the certificate of incorporation, certificate of organization, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership, certificate of qualification or other organizational or governing documents of any Controlled Entity ((i) through (v) collectively, the "**Indemnification Sources**"), irrespective of any right of recovery the Covered Person may have from the Indemnitee-Related Entities. Under no circumstance shall the Company or any Controlled Entity be entitled to any right of subrogation or contribution by

the Indemnitee-Related Entities and no right of advancement or recovery the Covered Person may have from the Indemnitee-Related Entities shall reduce or otherwise alter the rights of the Covered Person or the obligations of the Company or any Controlled Entity under the Indemnification Sources. In the event that any of the Indemnitee-Related Entities shall make any payment to the Covered Person in respect of indemnification or advancement of Expenses with respect to any Jointly Indemnifiable Claim, (i) the Company shall, and to the extent applicable shall cause the Controlled Entities to, reimburse the Indemnitee-Related Entity making such payment to the extent of such payment promptly upon written demand from such Indemnitee-Related Entity, (ii) to the extent not previously and fully reimbursed by the Company and/or any Controlled Entity pursuant to clause (i), the Indemnitee-Related Entity making such payment shall be subrogated to the extent of the outstanding balance of such payment to all of the rights of recovery of the Covered Person against the Company and/or any Controlled Entity, as applicable, and (iii) the Covered Person shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the Indemnitee-Related Entities effectively to bring suit to enforce such rights. The Company and the Covered Person agree that each of the Indemnitee-Related Entities shall be third-party beneficiaries with respect to this Section 11.02(e), entitled to enforce this Section 11.02(e) as though each such Indemnitee-Related Entity were a party to this Agreement. The Company shall cause each of the Controlled Entities to perform the terms and obligations of this Section 11.02(e) as though each such Controlled Entity was the "Company " under this Agreement. For purposes of this Section 11.02(e), the following terms shall have the following meanings:

(i) The term "**Indemnitee-Related Entities**" means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Company, any Controlled Entity or the insurer under and pursuant to an insurance policy of the Company or any Controlled Entity) from whom a Covered Person may be entitled to indemnification or advancement of Expenses with respect to which, in whole or in part, the Company or any Controlled Entity may also have an indemnification or advancement obligation.

(ii) The term "**Jointly Indemnifiable Claims**" shall be broadly construed and shall include, without limitation, any claim, demand, action, suit or proceeding for which the Covered Person shall be entitled to indemnification or advancement of Expenses from both (i) the Company and/or any Controlled Entity pursuant to the Indemnification Sources, on the one hand, and (ii) any Indemnitee-Related Entity pursuant to any other agreement between any Indemnitee-Related Entity and the Covered Person pursuant to which the Covered Person is indemnified, the laws of the jurisdiction of incorporation or organization of any Indemnitee-Related Entity and/or the certificate of incorporation, certificate of organization, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or other organizational or governing documents of any Indemnitee-Related Entity, on the other hand.

(f) The rights conferred on any Covered Person by this Section 11.02 shall not be exclusive of any other rights that such Covered Person may have or hereafter acquire under any statute, provision of this Agreement, agreement, vote of members, by determination of the Managing Member or otherwise. Further, the Company shall have the power and authority to provide indemnification, advancement of expenses and other similar rights to other Persons

(including by agreements with members of the board of directors of Pubco) as is approved by the Managing Member.

ARTICLE 12

DISSOLUTION AND TERMINATION

Section 12.01. *Dissolution.*

(a) The Company shall not be dissolved by the admission of Additional Members or Substitute Members pursuant to Section 3.03.

(b) No Member shall (i) resign from the Company prior to the dissolution and winding up of the Company except in connection with a Transfer of Units pursuant to the terms of this Agreement or (ii) take any action to dissolve, terminate or liquidate the Company or to require apportionment, appraisal or partition of the Company or any of its assets, or to file a bill for an accounting, except as specifically provided in this Agreement, and each Member, to the fullest extent permitted by Applicable Law, hereby waives any rights to take any such actions under Applicable Law, including any right to petition a court for judicial dissolution under Section 18-802 of the Delaware Act.

(c) The Company shall be dissolved and its business wound up only upon the earliest to occur of any one of the following events (each a " **Dissolution Event**"):

(i) The expiration of forty-five (45) days after the sale or other disposition of all or substantially all the assets of the Company;

(ii) upon the approval of the Managing Member;

(iii) the entry of a decree of dissolution of the Company under Section 18-802 of the Delaware Act; or

(iv) at any time there are no members of the Company, unless the Company is continued in accordance with the Delaware Act.

(d) The death, retirement, resignation, expulsion, bankruptcy, insolvency or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company shall not in and of itself cause dissolution of the Company.

Section 12.02. *Winding Up of the Company*.

(a) The Managing Member shall promptly notify the other Members of any Dissolution Event. Upon dissolution, the Company's business shall be liquidated in an orderly manner. The Managing Member shall appoint a liquidating trustee to wind up the affairs of the Company pursuant to this Agreement. In performing its duties, the liquidating trustee is authorized to sell, distribute, exchange or otherwise dispose of the assets of the Company in accordance with

the Delaware Act and in any reasonable manner that the liquidating trustee shall determine to be in the best interest of the Members.

(b) The proceeds of the liquidation of the Company shall be distributed in the following order and priority:

(i) first, to the creditors (including any Members or their respective Affiliates that are creditors) of the Company in satisfaction of all of the Company's liabilities (whether by payment or by making reasonable provision for payment thereof, including the setting up of any reserves which are, in the judgment of the liquidating trustee, reasonably necessary therefor); and

(ii) second, to the Members in the same manner as distributions under Section 5.03(b).

(c) *Distribution of Property*. In the event it becomes necessary in connection with the liquidation of the Company to make a distribution of Property in-kind, subject to the priority set forth in Section 12.02(b), the liquidating trustee shall have the right to compel each Member to accept a distribution of any Property in-kind (with such Property, as a percentage of the total liquidating distributions to such Member, corresponding as nearly as possible to such Member's Percentage Interest), with such distribution being based upon the amount of cash that would be distributed to such Members if such Property were sold for an amount of cash equal to the fair market value of such Property, as determined by the liquidating trustee in good faith.

(d) In the event of a dissolution pursuant to Section 12.01(c), the relative economic rights of each class of Units immediately prior to such dissolution shall be preserved to the greatest extent practicable with respect to distributions made to Members pursuant to Section 10.01(b) in connection with such dissolution, taking into consideration tax and other legal constraints that may adversely affect one or more parties to such dissolution and subject to compliance with Applicable Laws.

Section 12.03. *Termination*. The Company shall terminate when all of the assets of the Company, after payment of or reasonable provision for the payment of all debts and liabilities of the Company, shall have been distributed to the Members in the manner provided for in this Article 12, and the certificate of formation of the Company shall have been cancelled in the manner required by the Delaware Act.

Section 12.04. *Survival*. Termination, dissolution, liquidation or winding up of the Company for any reason shall not release any party from any liability which at the time of such termination, dissolution, liquidation or winding up already had accrued to any other party or which thereafter may accrue in respect to any act or omission prior to such termination, dissolution, liquidation or winding up.

ARTICLE 13

MISCELLANEOUS

Section 13.01. *Expenses*. Other than as provided for in the Reorganization Agreement or in the Tax Receivable Agreement, the Company shall (a) pay, or cause to be paid, all costs, fees, operating expenses, administrative expenses and other expenses of the Company (including the costs, fees and expenses of attorneys, accountants or other professionals and the compensation of all personnel providing services to the Company) incurred in pursuing and conducting, or otherwise related to, the business of the Company and (b) in the sole discretion of the Managing Member, reimburse the Managing Member for any out-of-pocket costs, fees and expenses incurred by it or its Subsidiaries in connection therewith. To the extent that the Managing Member reasonably determines in good faith that its expenses are related to the business conducted by the Company and/or its Subsidiaries, then the Managing Member may cause the Company to pay or bear all such expenses of the Managing Member or its Subsidiaries, including (i) costs of any securities offerings (including any underwriters discounts and commissions), investment or acquisition transaction (whether or not successful) not borne directly by Members, (ii) compensation and meeting costs of its board of directors, (iii) cost of periodic reports to its stockholders, (iv) any judgments, settlements, penalties, fines or other costs and expenses in respect of any claims against, or any litigation or proceedings involving, Pubco, (v) accounting and legal costs, (vi) franchise taxes (which are not based on, or measured by, income), (vii) payments in respect of Indebtedness and preferred stock, to the extent the proceeds are used or will be used by Pubco or its Subsidiaries to pay expenses or other obligations described in this Section 13.01 (in either case only to the extent economically equivalent Indebtedness or Equity Securities of the Company were not issued to Pubco or its Subsidiaries) and (viii) other fees and expenses in connection with the maintenance of the existence of Pubco and its Subsidiaries (including any costs or expenses associated with being a public company listed on a national securities exchange), provided that the Company shall not pay or bear any income tax obligations of the Managing Member or its Subsidiaries pursuant to this provision. Payments under this Section 13.01 are intended to constitute reasonable compensation for past or present services and are not "distributions" within the meaning of Section 5.03 above or §18-607 of the Delaware Act.

Section 13.02. *Further Assurances*. Each Member agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by Applicable Law or as, in the reasonable judgment of the Managing Member, may be necessary or advisable to carry out the intent and purposes of this Agreement.

Section 13.03. *Notices*. All notices, requests and other communications to any party hereunder shall be in writing (including electronic mail transmission of attachments to such electronic mail in portable document format ("**e-mail**"), so long as a receipt of such e-mail is requested and received) and shall be given to such party at the address or e-mail address specified for such party on the Member Schedule hereto, or to such other address as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in

the place of receipt. All such notices, requests and other communications to any party hereunder shall be given to such party as follows:

If to Pubco or the Company:

c/o AIDH Topco, LLC
550 Cochituate Rd
Framingham, MA 01701
Attention: Chief Legal Officer
Email: dsamuels@definitivehc.com

With copies (which shall not constitute actual notice) to:

Weil, Gotshal & Manges, LLP
767 Fifth Avenue
New York, NY 10153
Attention: Marilyn French Shaw; Alexander D. Lynch
Email: marilynfrench.shaw@weil.com; alex.lynch@weil.com;

Section 13.04. *Binding Effect; Benefit; Assignment*.

(a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Except as provided in Article 8, no Member may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the Managing Member.

Section 13.05. *Jurisdiction*.

(a) The parties hereto 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 or the transactions contemplated hereby (whether brought by any party or any of its Affiliates or against any party or any of its Affiliates) shall be brought in the Delaware Chancery Court or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and each of the parties hereby irrevocably 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 brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 13.03 shall be deemed effective service of process on such party.

(b) EACH OF THE COMPANY AND THE MEMBERS HEREBY IRREVOCABLY DESIGNATES CORPORATION TRUST COMPANY (IN SUCH CAPACITY, THE "**PROCESS AGENT**"), WITH AN OFFICE AT CORPORATION TRUST

COMPANY, 1209 ORANGE STREET, WILMINGTON, DELAWARE 19801, AS ITS DESIGNEE, APPOINTEE AND AGENT TO RECEIVE, FOR AND ON ITS BEHALF SERVICE OF PROCESS IN SUCH JURISDICTION IN ANY LEGAL ACTION OR PROCEEDINGS WITH RESPECT TO THIS AGREEMENT OR ANY OTHER AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, AND SUCH SERVICE SHALL BE DEEMED COMPLETE UPON DELIVERY THEREOF TO THE PROCESS AGENT; PROVIDED THAT IN THE CASE OF ANY SUCH SERVICE UPON THE PROCESS AGENT, THE PARTY EFFECTING SUCH SERVICE SHALL ALSO DELIVER A COPY THEREOF TO EACH OTHER SUCH PARTY IN THE MANNER PROVIDED IN SECTION 13.03 OF THIS AGREEMENT AND, TO THE EXTENT A MEMBER IS NOT ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE, AS REQUIRED BY THE LAW OF THE JURISDICTION OF ORGANIZATION OF SUCH MEMBER. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE PROCESS IN ANY MANNER PERMITTED BY APPLICABLE LAW.

Section 13.06. *WAIVER OF JURY TRIAL*. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 13.07. *Counterparts*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 13.08. *Entire Agreement*. This Agreement and the Reorganization Documents constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement. Nothing in this Agreement shall create any third-party beneficiary rights in favor of any Person or other party, except to the extent provided herein with respect to Indemnitee Related Entities, each of whom are intended third-party beneficiaries of those provisions that specifically related to them with the right to enforce such provisions as if they were a party hereto.

Section 13.09. *Severability*. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

Section 13.10. *Amendment*.

(a) This Agreement can be amended at any time and from time to time by written instrument signed by each of the Members who together own a majority in interest of the Units then outstanding, provided that no amendment to this Agreement may adversely modify in any material respect the Units (or the rights, preferences or privileges of the Units) then held by any Members in any materially disproportionate manner to those then held by any other Members without the prior written consent of a majority in interest of such disproportionately affected Member or Members.

(b) For the avoidance of doubt: (i) the Managing Member, acting alone, may amend this Agreement, including the Member Schedule, (x) to reflect the admission of new Members or Transfers of Units, each as provided by and in accordance with, the terms of this Agreement and (y) to effect any subdivisions or combinations of Units made in compliance with Section 4.02(c) and (z) to issue additional LLC Units or any new class of Units (whether or not pari passu with the LLC Units) in accordance with the terms of this Agreement and to provide that the Members being issued such new Units be entitled to the rights provided to Members; and (ii) any merger, consolidation or other business combination that constitutes a Disposition Event (as such term is defined in the certificate of incorporation of Pubco) in which the Non-Pubco Members are required to exchange all of their LLC Units pursuant to Section 10.03(b) of this Agreement and receive consideration in such Disposition Event in accordance with the terms of this Agreement and Section 10.04(b) of this Agreement shall not be deemed an amendment hereof; provided, that such amendment is only effective upon consummation of such Disposition Event.

(c) No waiver of any provision or default under, nor consent to any exception to, the terms of this Agreement or any agreement contemplated hereby shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

Section 13.11. *Confidentiality*.

(a) Each Member shall, and shall direct those of its Affiliates and their respective directors, officers, members, stockholders, partners, employees, attorneys, accountants, consultants, trustees and other advisors (the "**Member Parties**") who have access to Confidential Information to, keep confidential and not disclose any Confidential Information to any Person other than a Member Party who agrees to keep such Confidential Information confidential in accordance with this Section 13.11, in each case without the express consent, in the case of Confidential Information acquired from the Company, of the Managing Member or, in the case of Confidential Information acquired from another Member, such other Member, unless:

(i) such disclosure shall be required by Applicable Law;

(ii) such disclosure is reasonably required in connection with any tax audit involving the Company or any Member or its Affiliates;

(iii) such disclosure is reasonably required in connection with any litigation against or involving the Company or any Member;

(iv) such disclosure is reasonably required in connection with any proposed Transfer of all or any part of such Member's Units in the Company; provided that with respect to any such use of any Confidential Information referred to in this clause (iv), advance notice must be given to the Managing Member so that it may require any proposed Transferee that is not a Member to enter into a confidentiality agreement with terms substantially similar to the terms of this Section 13.11 (excluding this clause (iv)) prior to the disclosure of such Confidential Information; or

(v) such disclosure is of financial and other information of the type typically disclosed to limited partners and limited liability company members (and prospective transferees or investors thereof) and is made to the partners or members of, and/or prospective investors in, Affiliates of the Members and such partner, Member or prospective investor is bound by the confidentiality provisions of a customary non-disclosure agreement entered into with the disclosing party that covers the Confidential Information so disclosed.

(b) "**Confidential Information**" means any information related to the activities of the Company, the Members and their respective Affiliates that a Member may acquire from the Company or the Members, other than information that (i) is already available through publicly available sources of information (other than as a result of disclosure by such Member), (ii) was available to a Member on a non-confidential basis prior to its disclosure to such Member by the Company, or (iii) becomes available to a Member on a non-confidential basis from a third party, provided such third party is not known by such Member, after reasonable inquiry, to be bound by this Agreement or another confidentiality agreement with the Company. Such Confidential Information may include information that pertains or relates to the business and affairs of any other Member or any other Company matters. Confidential Information may be used by a Member and its Member Parties only in connection with Company matters and in connection with the maintenance of its interest in the Company.

(c) Subject to Section 13.11(d), in the event that any Member or any Member Parties of such Member is required to disclose any of the Confidential Information, such Member shall use reasonable efforts to provide the Company with prompt written notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, and such Member shall use reasonable efforts to cooperate with the Company in any effort any such Person undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained, or that the Company waives compliance with the provisions of this Section 13.11, such Member and its Member Parties shall furnish only that portion of the Confidential Information that is legally required and shall exercise all reasonable efforts to obtain reasonably reliable assurance that the Confidential Information shall be accorded confidential treatment.

(d) Notwithstanding anything in this Agreement to the contrary, (i) each Member may disclose to any persons the U.S. federal income tax treatment and tax structure of the Company and the transactions set out in the Reorganization Documents, (ii) nothing in this Agreement limits, restricts or in any other way affects any Member's communication with any Governmental Authority, or communication with any official or staff person of a Governmental Authority, concerning matters relevant to the Governmental Authority that do not constitute

attorney-client privileged information of the Company or its Affiliates and (iii) no Member can be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigation a suspected violation of law or (y) in a complaint or other document filed under seal in a lawsuit or other proceeding. For purpose of the foregoing clause (i), "**tax structure**" is limited to any facts relevant to the U.S. federal income tax treatment of the Company and does not include information relating to the identity of the Company or any Member.

Section 13.12. *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such State that would result in the application of the laws of any other State.

ARTICLE 14

REPRESENTATIONS OF MEMBERS

Section 14.01. *Representations of Members*. Each Member (unless otherwise noted) to which a Unit is issued as of the date of this Agreement represents and warrants to the Company as follows:

(a) The Units issued to such Member, if any, are being acquired for investment for such Member's own account, not as a nominee or agent, and not with a view to or for sale in connection with the distribution thereof.

(b) Such Member has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the Member's investment in the Units; such Member has the ability to bear the economic risks of such investment; such Member has the capacity to protect its own interests in connection with the transactions contemplated by this Agreement; and such Member has had an opportunity to ask questions and to obtain such financial and other information regarding the Company as such Member deems necessary or appropriate in connection with evaluating the merits of the investment in the Units. Such Member acknowledges that the Units have not been and will not be registered under the Securities Act or under any state securities act and may not be transferred except in compliance with the Securities Act and all applicable state laws.

(c) Each Member qualifies as an Accredited Investor within the meaning of Regulation D promulgated under the Securities Act or the acquisition of its interest otherwise qualifies under an applicable exemption from registration under the Securities Act.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Limited Liability Company Agreement to be duly executed as of the day and year first written above.

AIDH TOPCO, LLC

By: /s/ Jason Krantz
Name: Jason Krantz
Title: President and Chief Executive Officer

DEFINITIVE HEALTHCARE CORP.

By: /s/ Jason Krantz
Name: Jason Krantz
Title: President and Chief Executive Officer

MEMBERS:

AIDH HOLDINGS, INC.

By: /s/ James Westra
Name: James Westra
Title: President

DH HOLDINGS (fka Jason R. Krantz 2009 Trust)

By: /s/ Jason Krantz
Name: Jason Krantz
Title: Director

/s/ Jason Krantz
Jason Krantz

AIDH MANAGEMENT HOLDINGS, LLC

By: /s/ Jason Krantz
Name: Jason Krantz
Title: Chief Executive Officer

SE VII DHC AIV, L.P.

By: Spectrum Equity Associates VII, L.P., its General Partner

By: SEA VII MANAGEMENT, LLC, its General Partner

By: /s/ Christopher Mitchell

Name: Christopher Mitchell
Title: Managing Director

SPECTRUM VII INVESTMENT MANAGERS' FUND, L.P.

By: SEA VII Management, LLC, its General Partner

By: /s/ Christopher Mitchell

Name: Christopher Mitchell
Title: Managing Director

SPECTRUM VII CO-INVESTMENT FUND, L.P.

By: SEA VII Management, LLC, its General Partner

By: /s/ Christopher Mitchell

Name: Christopher Mitchell
Title: Managing Director

22C AIDH TOPCO AGGREGATOR, L.L.C.

By: 22C Capital LLC, its Managing Member

By: /s/ David Randall Winn

Name: David Randall Winn
Title: Member

By: /s/ Eric J. Edell

Name: Eric J. Edell
Title: Member

22C AIDH AIV LLC

By: 22C Capital GP I, L.L.C., its General Partner

By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn

Name: David Randall Winn
Title: Member

By: /s/ Eric J. Edell

Name: Eric J. Edell
Title: Member

22C Capital I, L.P.

By: 22C Capital GP I, L.L.C., its General Partner

By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn

Name: David Randall Winn

Title: Member

By: /s/ Eric J. Edell

Name: Eric J. Edell
Title: Member

SCHEDULE A

Effective as of September 17, 2021

Member	LLC Units
SE VII DHC AIV, LP	27,647,349
Spectrum VII Investment Managers Fund	40,173
Spectrum VII Co-Investment Fund, L.P.	23,467
22C Capital I, L.P.	4,278,551
22C AIDH AIV LLC	12,651
DH Holdings (fka Jason R. Krantz 2009 Trust)	21,139,192
Jason Krantz	855,089
AIDH Management Holdings, LLC	6,096,202
Definitive Healthcare Corp.	88,263,333

EXHIBIT A

FORM OF
REDEMPTION NOTICE

AIDH Topco, LLC
550 Cochituate Rd
Framingham, MA 01701
Attention: Chief Legal Officer

Definitive Healthcare Corp.
550 Cochituate Rd
Framingham, MA 01701
Attention: Chief Legal Officer

Reference is hereby made to the Second Amended and Restated Limited Liability Company Agreement, dated as of September 14, 2021 (as amended from time to time, the "LLC Agreement"), among Definitive Healthcare Corp., a Delaware corporation ("PubCo"), AIDH Topco LLC, a Delaware limited liability company (the "Company"), and the members from time to time party thereto (each, a "Member"). Capitalized terms used but not defined herein shall have the meanings given to them in the LLC Agreement.

Pursuant and subject to the terms of Article 10 of the LLC Agreement, the undersigned Member hereby transfers and surrenders to the Company the number of Units set forth below in exchange for shares of Class A Common Stock to be issued in its name.

Legal Name of Member: _____

Address: _____

Number of Units: _____

Limitation on Tax Benefit Payments under Section 3.1(b)(vii) of the Tax Receivable Agreement (Optional; may indicate a percentage, dollar figure or "none", and if left blank, will default to 50% of the initial Tax benefits resulting from the Redemption, as set forth in the Tax Receivable Agreement):

_____

The undersigned hereby represents and warrants that (i) the undersigned has full legal capacity to execute and deliver this Redemption Notice and to perform the undersigned's obligations hereunder; (ii) this Redemption Notice has been duly executed and delivered by the undersigned and is the legal, valid and binding obligation of the undersigned enforceable against it in accordance with the terms thereof or hereof, as the case may be, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and the availability of equitable remedies; (iii) the Units subject to this Redemption Notice are being transferred to the Company free and clear of any pledge, lien, security interest, encumbrance, equities or claim; and (iv) no consent, approval, authorization, order, registration or qualification of any third party or with any court or governmental agency or body having jurisdiction over the undersigned or the Units subject to this Redemption Notice is required to be obtained by the undersigned for the transfer of such Units to the Company.

The undersigned hereby irrevocably constitutes and appoints any officer of PubCo or of the Company as the attorney of the undersigned, with full power of substitution and resubstitution in the premises, to do any and all things and to take any and all actions that may be necessary to transfer to the Company the Units subject to this Redemption Notice and to deliver to the undersigned the shares of Class A Common Stock to be delivered in exchange therefor.

_____

Name:

_____

Date:

Exhibit 10.8

REORGANIZATION AGREEMENT

This REORGANIZATION AGREEMENT (this "**Agreement**"), dated as of September 14, 2021, is entered into by and among (a) AIDH TopCo, LLC, a Delaware limited liability company (the "**Company**"); (b) Definitive Healthcare Corp., a Delaware corporation ("**Pubco**") and (c) AIDH Holdings, Inc., a Delaware corporation ("**Advent Blocker**"); SE VII DHC AIV, L.P., a Delaware limited partnership ("**Spectrum Partnership**"); Spectrum VII Investment Managers' Fund, L.P., a Delaware limited partnership ("**Spectrum IMF**"); Spectrum VII Co-Investment Fund, L.P., a Delaware limited partnership ("**Spectrum Co-Invest**"); SE VII DHC AIV Feeder Corporation ("**Spectrum Blocker**"); Jason Krantz; 22C AIDH TopCo Aggregator, L.L.C., a Delaware limited liability company ("**22C Aggregator**"); 22C AIDH TopCo CP, L.P., a Delaware limited liability company ("**22C Partnership**"); 22C AIDH TopCo Blocker, L.L.C., a Delaware limited liability company ("**22C Blocker**"), 22C Capital I-A, L.P. ("**22C Capital I-A**"), 22C Capital GP I, L.L.C. ("**22C GP**") 22C Capital I, L.P. ("**22C Capital I**"), 22C AIDH AIV LLC ("**22C Newco**"), AIDH Management Holdings, LLC, a Delaware limited liability company ("**Management Holdings**") and MHDH USA Inc., a Delaware corporation ("**Monocl Blocker**") (each entity and person set forth in this clause (c), a "**Pre-IPO Equityholder**" and, together, the "**Pre-IPO Equityholders**").

RECITALS:

WHEREAS, the Board of Directors of Pubco (the "**Board**") has determined to effect an underwritten initial public offering (the "**IPO**") of Pubco's Class A Common Stock (as defined below);

WHEREAS, the parties hereto desire to enter into the Reorganization Documents (as defined below) and effect the other Reorganization Transactions (as defined below) to facilitate completion of, or otherwise in connection with, the IPO.

OPERATIVE TERMS:

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Certain Defined Terms. As used herein, the following terms shall have the following meanings:

(a) "**Business Day**" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable law to close.

(b) "**Class A Common Stock**" means the Class A Common Stock, par value $0.001 per share, of Pubco, having the rights set forth in the Amended and Restated Certificate of Incorporation.

(c) "**Class B Common Stock**" means the Class B Common Stock, par value $0.00001 per share, of Pubco, having the rights set forth in the Amended and Restated Certificate of Incorporation.

(d) "**Continuing LLC Member**" means each Pre-IPO Equityholder that will directly hold LLC Units following the Reorganization Transactions other than Management Holdings.

(e) "**IPO Closing**" means the initial closing of the sale of the Class A Common Stock in the IPO.

(f) "**IPO Closing Date**" means the date of the IPO Closing.

(g) "**LLC Units**" has the meaning given to such term in the Second Amended and Restated LLC Agreement.

(h) "**Management Holdings Members**" means the members of Management Holdings.

(i) "**Merger Agreement**" means that certain Merger Agreement, attached hereto **Exhibit A**, dated as of the date hereof, by and among Pubco, Definitive Merger Sub 1, Inc., a wholly owned subsidiary of Pubco ("Definitive Merger Sub 1"), Definitive Merger Sub 2, Inc., a wholly owned subsidiary of Pubco ("Definitive Merger Sub 2"), Definitive Merger Sub 3, Inc., a wholly owned subsidiary of Pubco ("Definitive Merger Sub 3"), Definitive Merger Sub 4, Inc., a wholly owned subsidiary of Pubco ("Definitive Merger Sub 4"), Advent Blocker, the stockholders of AIDH Blocker, Spectrum Blocker, SE VII DHC AIV Feeder, LP, the sole stockholder of Spectrum Blocker, 22C Blocker, 22C Capital I-A, L.P., the sole equityholder of 22C Blocker, Monocl Blocker and MHDH AB, the sole stockholder of Moncol Blocker.

(j) "**Person**" means any individual, corporation, partnership, limited liability company, trust, estate, joint venture, governmental authority or other entity.

(k) "**Prior LLC Agreement**" means the Amended and Restated Limited Liability Company Agreement of the Company, dated as of July 16, 2019, as amended.

(l) "**Reorganization Documents**" means each of the documents attached as an exhibit hereto and all other agreements and documents entered into in connection with the Reorganization Transactions.

Section 1.2 Terms Defined Elsewhere in this Agreement . Other capitalized terms used in this Agreement are defined elsewhere in this Agreement, as specified below:

Amended and Restated Certificate of Incorporation	Section 2.1(a)(i)
Code	Section 4.13(b)
Definitive Merger Sub 1	Section 1.1(i)
Definitive Merger Sub 2	Section 1.1(i)
Definitive Merger Sub 3	Section 1.1(i)
Definitive Merger Sub 4	Section 1.1(i)
Reorganization Transaction(s)	Section 2.1
Second Amended and Restated LLC Agreement	Section 2.1(b)(i)

Section 1.3 Other Definitional and Interpretative Provisions. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

ARTICLE II
REORGANIZATION TRANSACTIONS

Section 2.1 Reorganization Transactions. Subject to the terms and conditions hereinafter set forth, and on the basis of and in reliance upon the representations, warranties, covenants and agreements set forth herein, the parties hereto shall take the actions described in this Section 2.1, or cause such actions to take place (each, a "**Reorganization Transaction**" and, collectively, the "**Reorganization Transactions**"):

(a) On the date hereof, the applicable parties shall take the actions set forth below (or cause such actions to take place):

(i) Pubco shall adopt and file with the Secretary of State of the State of Delaware an Amended and Restated Certificate of Incorporation of Pubco, in substantially

the form attached hereto as **Exhibit B** (the "**Amended and Restated Certificate of Incorporation**"), with such changes or modifications as approved by the Board.

(ii) Pubco shall adopt Amended and Restated Bylaws of Pubco in substantially the form attached hereto as **Exhibit C**, with such changes or modifications as approved by the Board.

(b) On the date hereof, the applicable parties shall take the actions set forth below (or cause such actions to take place), which shall, in each case, be effective in the following order (except as set forth below):

(i) **Company LLC Agreement**. The Company, Pubco and the requisite Pre-IPO Equityholders shall amend and restate the Prior LLC Agreement in substantially the form attached hereto as **Exhibit D** (the "**Second Amended and Restated LLC Agreement**"), with such changes or modifications as approved by the Board, pursuant to which Pubco will be admitted as the managing member of the Company and all of the equity interests of the Company immediately prior to the execution of the Second Amended and Restated LLC Agreement will be exchanged for LLC Units.

(ii) **Management Holdings LLC Agreement**. Management Holdings shall amend and restate the Amended & Restated Limited Liability Company Agreement, dated as of July 16, 2019, of Management Holdings LLC, in substantially the form attached hereto as **Exhibit E**, pursuant to which Pubco will be admitted as the managing member of the Management Holdings and all of the equity interests of Management Holdings immediately prior to such amendment and restatement will be exchanged for new LLC Units of Management Holdings.

(iii) **Spectrum Distribution Agreement**. Spectrum Partnership and Spectrum Blocker shall enter into a Distribution Agreement in substantially the form attached hereto as **Exhibit F**, pursuant to which Spectrum Partnership shall distribute LLC Units to Spectrum Blocker in partial redemption of Spectrum Blocker's interest in Spectrum Partnership.

(iv) **22C Distribution and Contribution Agreement**. 22C Aggregator, 22C Capital I, 22C Partnership and 22C Blocker shall enter into a Distribution and Contribution Agreement in substantially the form attached hereto as **Exhibit G**, pursuant to which (i) 22C Aggregator shall distribute LLC Units to 22C Capital I and 22C Partnership in complete liquidation of 22C Aggregator, (ii) 22C Partnership shall distribute the LLC Units it receives from 22C Aggregator to 22C Blocker and 22C GP in complete liquidation of 22C Partnership and (iii) 22C GP shall contribute the LLC Units it receives from 22C Partnership to 22C Newco.

(v) **Management Holdings Distribution Agreement**. Management Holdings and Monocl Blocker shall enter into a Distribution Agreement in substantially the form attached hereto as **Exhibit H**, pursuant to which Management Holdings shall distribute LLC Units to Monocl Blocker in complete redemption of Monocl Blocker's interest in Management Holdings.

(vi) **Spectrum Mergers**. Pursuant to the Merger Agreement, Definitive Merger Sub 1 shall merge with and into Spectrum Blocker, with Spectrum Blocker surviving as a wholly owned subsidiary of Pubco, and Spectrum Blocker shall merge with and into Pubco, with Pubco surviving.

(vii) **Advent Mergers**. Pursuant to the Merger Agreement, Definitive Merger Sub 2 shall merge with and into Advent Blocker, with Advent Blocker surviving as a wholly owned subsidiary of Pubco, and Advent Blocker shall merge with and into Pubco, with Pubco surviving.

(viii) **22C Mergers**. Pursuant to the Merger Agreement, Definitive Merger Sub 3 shall merge with and into 22C Blocker, with 22C Blocker surviving as a wholly owned subsidiary of Pubco, and 22C Blocker shall merge with and into Pubco, with Pubco surviving.

(ix) **Monocl Mergers**. Pursuant to the Merger Agreement, Definitive Merger Sub 4 shall merge with and into Monocl Blocker, with Monocl Blocker surviving as a wholly owned subsidiary of Pubco, and Monocl Blocker shall merge with and into Pubco, with Pubco surviving.

(x) **Class B Share Issuances**. Pubco shall issue to (A) the Continuing LLC Member a number of shares of Class B Common Stock equal to the total number of LLC Units that such Continuing LLC Member owns after the exchange of the Company's existing equity interests into LLC Units as set forth in the Second Amended and Restated LLC Agreement and (B) the members of Management Holdings, a number of shares of Class B Common Stock equal to the total number of LLC Units that Management Holdings will hold on behalf of such Management Holdings Member after the exchange of the Company's existing equity interests into LLC Units as set forth in the Second Amended and Restated LLC Agreement.

(c) Additional documentation to be entered into in connection with the Reorganization Transactions:

(i) **Tax Receivable Agreement**. Pubco, the Company, the Continuing LLC Members, the Management Holdings Members and certain investment entities affiliated with 22C Capital LLC and Advent International Corporation shall enter into a Tax Receivable Agreement in substantially the form attached hereto as **Exhibit I**.

(ii) **Subscription Agreement**. The Company and Pubco shall enter into a Subscription Agreement in substantially the form attached hereto as **Exhibit J**, pursuant to which Pubco will contribute the a portion of the proceeds received in the IPO to the Company in exchange for LLC Units.

(iii) **Other Agreements**. (A) Advent International GPE IX Limited Partnership ("**Advent**") and Pubco shall enter into a Nominating Agreement in substantially the form attached hereto as **Exhibit K**, (B) Spectrum Partnership and Pubco shall enter into a Nominating Agreement in substantially the form attached hereto as **Exhibit L** and (C) Jason Krantz and Pubco shall enter into a Nominating Agreement in

substantially the form attached hereto as **Exhibit M**. Pubco and certain stockholders of Pubco shall enter into a Registration Rights Agreement in substantially the form attached hereto as **Exhibit N**.

Section 2.2 Consent to Reorganization Transactions.

(a) Each of the parties hereto hereby acknowledges, agrees and consents to all of the Reorganization Transactions. Each of the parties hereto shall take all action necessary or appropriate in order to effect, or cause to be effected, to the extent within its control, each of the Reorganization Transactions; provided, that nothing herein requires Pubco or the Company to consummate the IPO.

(b) Each Pre-IPO Equityholder shall deliver to the Company or Pubco, as the case may be, promptly upon request (and in any event prior to the IPO Closing Date), duly executed versions of each of the Reorganization Documents to which it is a party, together with any other documents and instruments reasonably requested by either the Company or Pubco to be executed and delivered in connection with the Reorganization Transactions.

Section 2.3 No Liabilities in Event of Termination; Certain Covenants.

(a) In the event that (i) the IPO is abandoned by Pubco or (ii) the IPO Closing Date does not occur by the date that is six (6) months after the date of this Agreement, then (A) this Agreement and the other Reorganization Documents shall automatically terminate and be of no further force or effect except for this Section 2.3 and Article IV and (B) there shall be no liability on the part of any of the parties hereto, except termination will not relieve any party hereto from liability for any breach of this Agreement or a Reorganization Document prior to the date of such termination in which case any and all remedies available to the other parties either in law or equity shall be preserved and survive the termination of this Agreement.

(b) In the event that this Agreement is terminated for any reason after the consummation of any Reorganization Transaction, the parties agree, as applicable, to cooperate and work in good faith to execute and deliver such agreements and consents and amend such documents and to effect such transactions or actions as may be necessary to re-establish the rights, preferences and privileges that the parties hereto had prior to the consummation of the Reorganization Transactions, or any part thereof, including voting any and all securities owned by such party in favor of any amendment to any organizational document and in favor of any transaction or action necessary to re-establish such rights, powers and privileges and causing to be filed all necessary documents with any governmental authority necessary to reestablish such rights, preferences and privileges, in each case as reasonably directed by the Company.

(c) For the avoidance of doubt, each party acknowledges and agrees that until the consummation of the Reorganization Transactions: (i) the Pre-IPO Equityholders shall continue to own, directly or indirectly, the units of the Company that it owns prior to the consummation of the Reorganization Transactions subject to all of the existing agreements, restrictions and obligations to which the Pre-IPO Equityholders are a party or otherwise bound, and (ii) the rights of the parties hereto under the Prior LLC Agreement and any other agreements governing capital

stock or equity interests of the Company shall not be affected, and all such agreements shall remain in full force and effect and unmodified.

(d) Each Pre-IPO Equityholder acknowledges and agrees that none of Pubco, the Company or any other party hereto shall be required to disclose the following information to such Pre-IPO Equityholder, and may redact this information from any copy of a Reorganization Document provided to such Pre-IPO Equityholder: the number of LLC Units and shares of Class B Common Stock acquired by another Pre-IPO Equityholder in the Reorganization Transactions, except for any such information that is made publicly available by Pubco or the Company, or is required to be made publicly available under applicable law, in connection with the IPO.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Each party hereto hereby represents and warrants to all of the other parties hereto as follows:

Section 3.1 The execution, delivery and performance by such party of this Agreement and of the applicable Reorganization Documents, to the extent a party thereto, has been duly authorized by all necessary action. If such party is not an individual, such party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization or incorporation.

Section 3.2 Such party has the requisite power, authority and legal right to execute and deliver this Agreement and each of the applicable Reorganization Documents, to the extent a party thereto, and to consummate the transactions contemplated hereby and thereby, as the case may be.

Section 3.3 This Agreement and each of the Reorganization Documents to which it is a party has been (or when executed will be) duly executed and delivered by such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, subject to (a) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, (b) general equitable principles (whether considered in a proceeding in equity or at law) and (c) an implied covenant of good faith and fair dealing.

Section 3.4 Neither the execution, delivery and performance by such party of this Agreement and the applicable Reorganization Documents, to the extent a party thereto, nor the consummation by such party of the transactions contemplated hereby or thereby, nor compliance by such party with the terms and provisions hereof or thereof, will, directly or indirectly (with or without notice or lapse of time or both), (i) if such party is not an individual, contravene or conflict with, or result in a breach or termination of, or constitute a default under (or with notice or lapse of time or both, result in the breach or termination of or constitute a default under) the organizational documents of such party, (ii) constitute a violation by such party of any existing requirement of law applicable to such party or any of its properties, rights or assets or (iii) require the consent or approval of any Person, except, in the case of clauses (ii) and (iii), as would not reasonably be expected to result in, individually or in the aggregate, a material adverse effect on the ability of such party to consummate the transactions contemplated by this Agreement.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Amendments and Waivers . This Agreement (including its Exhibits) may be modified, amended or waived only with the written approval of Pubco (as approved by the Board), Advent Blocker and Spectrum Partnership. All parties to this Agreement shall be bound by any modification, amendment or waiver effected in accordance with this Section 4.1, whether or not such party has consented thereto; provided, however, that an amendment or modification that would affect any other party in a manner materially and disproportionately adverse to such party shall be effective against such party so materially and adversely affected only with the prior written consent of such party, such consent not to be unreasonably withheld, conditioned or delayed. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

Notwithstanding anything to the contrary in this Section 4.1, nothing in this Section 4.1 shall be deemed to contradict the provisions of Section 2.3.

Section 4.2 Assignment. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any party hereto without the prior written consent of Pubco. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

Section 4.3 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail ("e-mail") transmission, so long as a receipt of such e-mail is requested and not received by automated response). All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. local time on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt. All such notices, requests and other communications to any party hereunder shall be given to such party as follows:

If to Pubco or the Company:

c/o AIDH TopCo, LLC
550 Cochituate Rd
Framingham, MA 01701
Attention: Chief Legal Officer
Email: dsamuels@definitivehc.com

With copies (which shall not constitute actual notice) to:

Weil, Gotshal & Manges, LLP
100 Federal Street
Boston, MA 02110
Attention: Marilyn French Shaw; Alexander D. Lynch
Email: marilynfrench.shaw@weil.com; alex.lynch@weil.com;

If to a Pre-IPO Equityholder, to the notice address for such Person provided under the terms of the Prior LLC Agreement or such address provided in writing to the Company.

Section 4.4 Further Assurances . Each party to this Agreement, at any time and from time to time upon the reasonable request of either Pubco or the Company, shall promptly execute and deliver, or cause to be executed and delivered, all such further instruments and take all such further actions as may be reasonably necessary or appropriate to confirm or carry out the purposes and intent of this Agreement.

Section 4.5 Entire Agreement. Except as otherwise expressly set forth herein, this Agreement, together with the Reorganization Documents, embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way.

Section 4.6 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 4.7 Jurisdiction. The parties hereto 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 or the transactions contemplated hereby (whether brought by any party or any of its Affiliates or against any party or any of its Affiliates) shall be brought in the Delaware Chancery Court or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and each of the parties hereby irrevocably 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 brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without

limiting the foregoing, each party agrees that service of process on such party as provided in Section 4.3 shall be deemed effective service of process on such party

Section 4.8 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 4.9 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 4.10 Enforcement. Each party hereto acknowledges that money damages would not be an adequate remedy in the event that any of the covenants or agreements in this Agreement are not performed in accordance with its terms, and it is therefore agreed that in addition to and without limiting any other remedy or right it may have, the non-breaching party will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof.

Section 4.11 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed by facsimile, e-mail or .pdf format signature(s).

Section 4.12 Expenses. The Company shall pay all transaction costs associated with the Reorganization Transactions to the extent such costs are incurred for the benefit of all Pre-IPO Equityholders (including those incurred by the Company), as reasonably determined by the Company. Expenses incurred by any Pre-IPO Equityholders on its own behalf (including the fees and disbursements of counsel, advisors and other Persons retained by such Pre-IPO Equityholder) will not be considered costs incurred for the benefit of all Pre-IPO Equityholders and, unless otherwise agreed by the Company, will be the responsibility of such Pre-IPO Equityholder.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

AIDH TOPCO, LLC

By: /s/ Jason Krantz

Name: Jason Krantz

Title: President and Chief Executive Officer

DEFINITIVE HEALTHCARE CORP.

By: /s/ Jason Krantz

Name: Jason Krantz

Title: President and Chief Executive Officer

PRE-IPO EQUITYHOLDERS:

AIDH HOLDINGS, INC.

By: /s/ James Westra

Name: James Westra

Title: President

AIDH MANAGEMENT HOLDINGS, LLC

By: /s/ Jason Krantz

Name: Jason Krantz

Title: President and Chief Executive Officer

/s/ Jason Krantz

Jason Krantz

MHDH USA INC.

By: /s/ Björn Carlsson

Name: Björn Carlsson

Title: Authorized Signatory

SE VIAA DHC AIV, L.P.

By: Spectrum Equity Associates VII, L.P., its General Partner

By: SEA VII Management, LLC, its General Partner

By: /s/ Christopher Mitchell

Name: Christopher Mitchell

Title: Managing Director

SPECTRUM VII INVESTMENT MANAGERS' FUND, L.P.

By: SEA VII Management, LLC, its General Partner

By: /s/ Christopher Mitchell

Name: Christopher Mitchell

Title: Managing Director

SPECTRUM VII CO-INVESTMENT FUND, L.P.

By: SEA VII Management, LLC, its General Partner

By: /s/ Christopher Mitchell

Name: Christopher Mitchell

Title: Managing Director

SE VIAA DHC AIV, L.P.

By: SE VII DHC AIV Feeder, L.P., its Sole Shareholder

By: Spectrum Equity Associates VII, L.P., its General Partner

By: SEA VII Management, LLC, its General Partner

By: /s/ Christopher Mitchell

Name: Christopher Mitchell

Title: Managing Director

22C AIDH TOPCO AGGREGATOR, L.L.C.

By: 22C Capital LLC, its Managing Member

By: /s/ David Randall Winn

Name: David Randall Winn

Title: Member

By: /s/ Eric J. Edell

Name: Eric J. Edell

Title: Member

22C AIDH TOPCO CP, L.P.

By: 22C Capital GP I, L.L.C., its General Partner

By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn

Name: David Randall Winn

Title: Member

By: /s/ Eric J. Edell

Name: Eric J. Edell

Title: Member

22C AIDH TOPCO BLOCKER, L.L.C.

By: 22C Capital I-A, L.P., its Sole Member

By: 22C Capital GP I, L.L.C., its General Partner

By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn

Name: David Randall Winn

Title: Member

By: /s/ Eric J. Edell

Name: Eric J. Edell

Title: Member

22C CAPITAL I-A, L.P.

By: 22C Capital GP I, L.L.C., its General Partner

By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn

Name: David Randall Winn

Title: Member

By: /s/ Eric J. Edell

Name: Eric J. Edell

Title: Member

22C CAPITAL GP I, L.L.C.

By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn

Name: David Randall Winn

Title: Member

By: /s/ Eric J. Edell

Name: Eric J. Edell

Title: Member

22C CAPITAL I, L.P.

By: 22C Capital GP I, L.L.C., its General Partner

By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn

Name: David Randall Winn

Title: Member

By: /s/ Eric J. Edell

Name: Eric J. Edell

Title: Member

22C AIDH AIV LLC

By: 22C Capital GP I, L.L.C., its General Partner

By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn

Name: David Randall Winn

Title: Member

By: /s/ Eric J. Edell

Name: Eric J. Edell

Title: Member

EXHIBIT A

MERGER AGREEMENT

[see attached]

EXHIBIT B

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

[see attached]

EXHIBIT C

AMENDED AND RESTATED BYLAWS

[see attached]

EXHIBIT D

SECOND AMENDED AND RESTATED LLC AGREEMENT

[see attached]

EXHIBIT E

MANAGEMENT HOLDINGS LLC AGREEMENT

[see attached]

EXHIBIT F

SPECTRUM DISTRBITUTION AGREEMENT

[see attached]

EXHIBIT G

22C DISTRBITUTION AND CONTRIBUTION AGREEMENT

[see attached]

EXHIBIT H

MANAGEMENT HOLDINGS DISTRBITUTION AGREEMENT

[see attached]

EXHIBIT I

TAX RECEIVABLE AGREEMENT

[see attached]

EXHIBIT J

SUBSCRIPTION AGREEMENT

[see attached]

EXHIBIT K

ADVENT NOMINATING AGREEMENT

[see attached]

EXHIBIT L

SPECTRUM NOMINATING AGREEMENT

[see attached]

EXHIBIT M

KRANTZ NOMINATING AGREEMENT

[see attached]

EXHIBIT N

REGISTRATION RIGHTS AGREEMENT

[see attached]

Exhibit 10.9

REGISTRATION RIGHTS AGREEMENT

by and among

Definitive Healthcare Corp.

and

the other parties hereto

September 14, 2021

TABLE OF CONTENTS

This REGISTRATION RIGHTS AGREEMENT (this "Agreement"), is made as of September 14, 2021, by and among (i) Definitive Healthcare Corp., a Delaware corporation (the "Company") and (ii) each of the Persons listed on the signature pages hereto.

W I T N E S S E T H:

WHEREAS, the Board of Directors of the Company (the "Board") has determined to effect an underwritten initial public offering (the "IPO") of Pubco's Class A Common Stock (as defined below); and

WHEREAS, in connection with the IPO, the parties desire to set forth certain registration rights applicable to the Registrable Securities.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Certain Definitions. As used herein, the following terms shall have the following meanings:

"22C" means collectively, 22C Capital GP I, L.L.C. 22C Capital I, L.P., 22C AIDH AIV LLC collectively, and any of their permitted transferees and any of their Permitted Transferees.

"Advent" means collectively, the Persons set forth on Schedule II and any of their Permitted Transferees.

"Affiliate" means with respect to any Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise. For the avoidance of doubt, neither the Company nor any Person controlled by the Company shall be deemed to be an Affiliate of any Holder.

"Agreement" means this Registration Rights Agreement, as this agreement may be amended, modified, supplemented or restated from time to time after the date hereof.

"Beneficial Ownership" shall mean, with respect to a specified Person, the ownership of securities as determined in accordance with Rule 13d-3 of the Exchange Act, as such Rule is in effect from time to time. The terms "Beneficially Own" and "Beneficial Owner" shall have a correlative meaning.

"Board" means the board of directors of Definitive Healthcare Corp.

"Business Day" shall mean a day other than a Saturday, Sunday, or federal holiday or other day on which commercial banks in the City of New York are authorized or required by law or other governmental action to close.

"Claims" has the meaning ascribed to such term in Section 2.7(a).

"Class A Common Stock" shall mean the shares of Class A Common Stock, $0.001 par value per share, of the Company, and any and all securities of any kind whatsoever which may be issued after the date hereof in respect of, or in exchange for, such shares of common stock of the Company pursuant to a merger, consolidation, stock split, stock dividend or recapitalization of the Company or otherwise.

"Common Stock Equivalents" means all options, warrants, LLC Units and other securities convertible into, or exchangeable or exercisable for (at any time or upon the occurrence of any event or contingency and without regard to any vesting or other conditions to which such securities may be subject) shares of capital stock or other equity securities of such Person (including, without limitation, any note or debt security convertible into or exchangeable for shares of capital stock or other equity securities of such Person).

"Demand Exercise Notice" has the meaning ascribed to such term in Section 2.1(a).

"Demand Registration" has the meaning ascribed to such term in Section 2.1(a).

"Demand Registration Request" has the meaning ascribed to such term in Section 2.1(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC issued under such Act, as they may from time to time be in effect.

"Expenses" means any and all fees and expenses incident to the Company's performance of or compliance with Article 2, including, without limitation: (i) SEC, stock exchange or FINRA, and all other registration and filing fees and all listing fees and fees with respect to the inclusion of securities on the Nasdaq Global Select Market or on any other securities market on which the Class A Common Stock is listed or quoted, (ii) fees and expenses of compliance with state securities or "blue sky" laws of any state or jurisdiction of the United States or compliance with the securities laws of foreign jurisdictions and in connection with the preparation of a "blue sky" survey, including, without limitation, reasonable fees and expenses of outside "blue sky" counsel and securities counsel in foreign jurisdictions, (iii) word processing, printing and copying expenses, (iv) messenger and delivery expenses, (v) expenses incurred in connection with any road show, (vi) fees and disbursements of counsel for the Company, (vii) with respect to each registration or underwritten offering, the reasonable fees and disbursements of counsel for the Participating Holder(s); provided, that, such fees of each of Advent, Spectrum and 22C and each other Participating Holder shall not exceed $75,000 per registration or underwritten offering, (viii) fees and disbursements of all independent public accountants (including the expenses of any audit and/or comfort letter and updates thereof) and fees and expenses of other Persons, including special experts, retained by the Company, (ix) fees and expenses payable to any Qualified Independent Underwriter, (x) any other fees and disbursements of underwriters, if any, customarily paid by issuers or sellers of securities, including reasonable fees and expenses of counsel for the underwriters in connection with any filing with or review by FINRA (excluding, for the avoidance of doubt, any underwriting discount, commissions, or spread), (xi) fees and expenses of any transfer agent or custodian and (xii) expenses for securities law liability insurance and any rating agency fees.

"Family Member" means, with respect to any Person who is an individual, any spouse, parent, siblings or lineal descendants of such Person (including adoptive relationships) and any trust or other estate planning vehicle over which such Person has "control" (as defined in the definition of "Affiliate") established for the benefit of such Person and/or such Person's spouse and/or such Person's descendants (by birth or adoption), parents, siblings or dependents.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Holder(s)" means (1) any Person who is a signatory to this Agreement (other than the Company), or (2) any Permitted Transferee to whom any such Person who is a signatory to this Agreement shall assign or transfer any rights hereunder; provided that in the case of clause (2), such Person or such transferee, as applicable, has executed and delivered to the Company a joinder agreement in the form of Exhibit A hereto, and has thereby agreed in writing to be bound by this Agreement in respect of such Registrable Securities.

"Incidental Registration Notice" has the meaning ascribed to such term in Section 2.2(a).

"Initiating Holder(s)" has the meaning ascribed to such term in Section 2.1(a).

"IPO" has the meaning ascribed to such term in the Preamble.

"Key Holders" means the parties set forth on Schedule I hereto and any of their respective Permitted Transferees.

"Krantz Holder" means collectively, Jason R. Krantz and any of his Permitted Transferees.

"Law" means any law (including common law), statute, code, ordinance rule or regulation of any governmental entity.

"Litigation" means any action, proceeding or investigation in any court or before any governmental authority.

"LLC Agreement" means the Second Amended and Restated Limited Liability Company Agreement of AIDH TopCo, LLC, a Delaware limited liability company.

"LLC Unit" means a limited liability interest in AIDH TopCo, LLC or any other class of limited liability interests in the LLC.

"Lock-Up Agreement" means any agreement entered into by a Holder that provides for restrictions on the transfer of Registrable Securities held by such Holder.

"Long Form Registrations" has the meaning ascribed to such term in Section 2.1(a).

"Majority Participating Holders" means Participating Holders holding more than 50% of the Registrable Securities proposed to be included in any offering of Registrable Securities by such Participating Holders pursuant to Section 2.1 or Section 2.2.

"Opt-Out Request" has the meaning ascribed to such term in Section 3.13(c).

"Participating Holders" means all Holders of Registrable Securities which are proposed to be included in any offering of Registrable Securities pursuant to Section 2.1 or Section 2.2.

"Permitted Transferee" (a) in the case of a Holder who is an individual, (i) any executor, administrator or testamentary trustee of such Holder's estate if such Holder dies, (ii) any Person receiving Registerable Securities of such Holder by will, intestacy laws or the laws of descent or survivorship, (iii) any trustee of a trust (including an inter vivos trust) of which there are no principal beneficiaries other than such Holder or one or more Family Members of such Holder over which such Holder has "control" (as defined in the definition of "Affiliate"), or (iv) any private foundation or similar charitable organization over which such Holder has "control" (as defined in the definition of "Affiliate") and (b) in the case of a Holder that is not an individual, its Affiliates, its limited partners, and its limited liability company members.

"Person" means any individual, corporation (including not for profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, joint-stock company, unincorporated organization, governmental entity or agency or other entity of any kind or nature.

"Piggyback Registration" has the meaning ascribed to such term in Section 2.2(a).

"Policies" has the meaning ascribed to such term in Section 3.13(b).

"Qualified Independent Underwriter" means a "qualified independent underwriter" within the meaning of FINRA Rule 5121.

"Registrable Securities" means (a) any shares of Class A Common Stock held by the Holders at any time (including those held as a result of, or issuable upon, the Exchange, conversion or exercise of Common Stock Equivalents), whether now owned or acquired by the Holders at a later time, (b) any shares of Class A Common Stock issued or issuable, directly or indirectly, in exchange for or with respect to the Class A Common Stock referenced in clause (a) above by way of stock dividend, stock split or combination of shares in connection with a reclassification, recapitalization, merger, share exchange, consolidation or other reorganization and (c) any securities issued in replacement of or exchange for any securities described in clause (a) or (b) above. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (A) a registration statement with respect to the sale of such securities shall have been declared effective under the Securities Act and such securities shall have been disposed of in accordance with such registration statement, (B) such securities are able to be immediately sold pursuant to Rule 144 without restrictions as to volume limitations and (C) such securities are otherwise transferred or sold, the Company has delivered a new certificate or other evidence of ownership for such securities not bearing a legend and such securities may be resold without subsequent registration under the Securities Act.

"Rule 144" and "Rule 144A" have the meaning ascribed to such term in Section 3.1.

"SEC" means the Securities and Exchange Commission or such other federal agency which at such time administers the Securities Act.

"Section 3.13 Representatives" has the meaning ascribed to such term in Section 3.13(b).

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC issued under such Act, as they may from time to time be in effect.

"Shelf Offering" has the meaning ascribed to such term in Section 2.1(c)(ii).

"Shelf Registration Statement" means a shelf registration statement filed under Rule 415 of the Securities Act.

"Short Form Registrations" has the meaning ascribed to such term in Section 2.1(a).

"Spectrum" means collectively, SE VII DHC AIV Feeder, L.P., SE VII DHC AIV, L.P., Spectrum VII Investment Managers' Fund, L.P., and Spectrum VII Co-Investment Fund, L.P. and any of their Permitted Transferees.

"Subsidiary" means any direct or indirect subsidiary of the Company on the date hereof and any direct or indirect subsidiary of the Company organized or acquired after the date hereof.

"Take-Down Notice" has the meaning ascribed to such term in Section 2.1(c)(ii).

"Underwritten Block Trade" means an offering and/or sale of Registrable Securities by one or more of Advent, Spectrum, the Krantz Holder or 22C on an underwritten block trade basis (whether firm commitment or otherwise) without substantial marketing efforts prior to pricing, including, without limitation, a same day trade, overnight trade or similar transaction.

Section 2. Registration Rights.

2.1. Demand Registrations.

(a) Demand Registrations Generally. This Section 2.1 sets forth the terms pursuant to which Advent, Spectrum and the Krantz Holder may request registration under the Securities Act of all or any portion of the Registrable Securities held by such Holders on Form S-1 or similar long form registration ("Long Form Registration") and the Key Holders may request registration under the Securities Act of all or any portion of the Registrable Securities held by such Key Holders on Form S-3 or any similar short form registration ("Short Form Registration"), if available. All registrations requested pursuant to this Section 2.1 are referred to herein as "Demand Registrations." If the Company shall receive from a written request that the Company file a Long Form Registration or with respect to all or a portion of the Registrable Securities (a "Demand Registration Request,") and the sender(s) of such request pursuant to this Agreement shall be known as the "Initiating Holder(s)"), then the Company shall, within ten (10) Business Days of the receipt thereof, give written notice (the "Demand Exercise Notice") of such request to all other Holders, and, subject to the limitations of this Section 2.1, use its reasonable best efforts to effect, as soon as practicable, the registration under the Securities Act (including, without limitation, by means of a Shelf Registration Statement thereunder if so requested and if the Company is then eligible to use such a registration) of all Registrable Securities that the Holders request to be registered. Each request for a Demand Registration shall specify the approximate number of Registrable Securities requested to be registered.

(b) Long Form Registrations. At any time that the Company is not legally eligible to file a registration statement with the SEC on Form S-3 or any similar short form registration statement, each of Advent, Spectrum and the Krantz Holder shall be entitled to request one (1) Long Form Registration subject to Section 2.1(e), and the Company shall effect such Long Form Registrations pursuant to Section 2.4 and the Company shall pay all Expenses in connection with such Long Form Registrations.

(c) Short Form Registrations.

(i) In addition to the Long Form Registrations provided pursuant to Section 2.1(b), each Key Holder shall be entitled to request an unlimited number of Short Form Registrations, the Company shall effect such Short Form Registrations pursuant to Section 2.4 and the Company shall pay all Expenses in connection with any such Short Form Registration. The Company shall use its best efforts to make Short Form Registrations on Form S-3 available for the sale of Registrable Securities and if Short Form Registrations on Form S-3 are available for the sale of Registerable Securities, Advent, Spectrum and the Krantz Holder may only request registration on Form S-3.

(ii) At any time that any Short Form Registration is effective, if any Holder or group of Holders holding Registrable Securities delivers a notice to the Company (a "Take-Down Notice") stating that it intends to effect an underwritten offering or distribution of all or part of its Registrable Securities included by it on any Short Form Registration (a "Shelf Offering") and stating the number of the Registrable Securities to be included in the Shelf Offering, then the Company shall amend or supplement the Short Form Registration as may be necessary in order to enable such Registrable Securities to be distributed pursuant to the Shelf Offering (taking into account the inclusion of Registrable Securities by any other Holders thereof pursuant to this Section 2.1(c)(ii)). In connection with any Shelf Offering, the Company shall, promptly after receipt of a Take-Down Notice, deliver such notice to all other Holders of Registrable Securities included in any Short Form Registration and permit each Holder to include its Registrable Securities included on a Short Form Registration in the Shelf Offering if such Holder notifies the proposing Holders and the Company within 2 Business Days after delivery of the Take-Down Notice to such Holder, and in the event that the managing underwriter advises the Holders of such securities in writing that in its or their view the total number or dollar amount of Registrable Securities proposed to be sold in such offering is such as to adversely affect the success of such offering (including, without limitation, securities proposed to be included by other Holders of securities entitled to include securities in such offering pursuant to piggyback registration rights described in Section 2.2 hereof), the managing underwriter may limit the number of shares which would otherwise be included in such Shelf Offering in the same manner as is described in Section 2.1(g).

(iii) Notwithstanding the foregoing, if any of Advent, Spectrum, the Krantz Holder or 22C wishes to engage in an Underwritten Block Trade off of a Shelf Registration Statement on Form S-3 (either through filing an automatic shelf registration statement or through a take-down from an already existing Shelf Registration Statement), then notwithstanding the foregoing time periods, the Initiating Holder only needs to notify the Company of the Underwritten Block Trade not less than (i) two (2) business days prior to the day such offering is first anticipated to commence, in the case of a take-down from an already existing Shelf Registration Statement on

Form S-3, or (ii) twenty days (20) business days prior to the day such offering is first anticipated to commence, in the case of filing a new Shelf Registration Statement on Form S-3. Advent, Spectrum, the Krantz Holder and 22C must elect whether or not to participate in such Underwritten Block Trade on the day such offering is to commence, and the Company shall as expeditiously as possible use its reasonable best efforts (including co-operating with such Holders with respect to the provision of necessary information) to facilitate such Underwritten Block Trade (which may close as early as two (2) Business Days after the date it commences), provided, that the Holder requesting such Underwritten Block Trade shall use commercially reasonable efforts to work with the Company and the underwriters prior to making such request in order to facilitate preparation of offering documents related to the Underwritten Block Trade. For the avoidance of doubt, Holders other than Advent, Spectrum, the Krantz Holder and 22C shall not be entitled to demand, receive notice of, or to elect to participate in, a Underwritten Block Trade or any Shelf Registration Statement or prospectus to be used in connection with such Underwritten Block Trade.

(d) Demand Registration Priority. The Company shall not include in any Demand Registration any securities which are not Registrable Securities without the prior written consent of the Majority Participating Holders included in such registration. If a Demand Registration is an underwritten offering and the managing underwriters advise the Company in writing that, in their opinion, the number of Registrable Securities and, if permitted hereunder, other securities requested to be included in such offering exceeds the number of Registrable Securities and other securities, if any, which can be sold in an orderly manner in such offering within a price range acceptable to the Majority Participating Holders to be included in such registration therein, without adversely affecting the marketability of the offering, the Company shall include in such registration prior to the inclusion of any securities which are not Registrable Securities (i) first, the number of Registrable Securities requested to be included which in the opinion of such underwriters can be sold in an orderly manner within the price range of such offering, pro rata among the respective Holders thereof on the basis of the number of Registrable Securities beneficially owned by each such Holder, and (ii) second, any other securities with respect to which the Company has granted registration rights in accordance with Section 2.1(g) hereof requested to be included in such registration, pro rata among the respective Holders thereof on the basis of the amount of such securities requested to be included therein by each such Holder. Without the consent of the Company and the Majority Participating Holders included in such registration, any Persons other than Holders of Registrable Securities who participate in Demand Registrations which are not at the Company's expense must pay their share of the Expenses as provided in Section 2.5 hereof.

(e) Restrictions on Demand Registrations. The Company shall not be obligated to effect any Demand Registration (i) within thirty (30) days after a Demand Registration pursuant to this Section 2.1 that has been declared or ordered effective, (ii) during the period any applicable restrictions are still in effect pursuant to any Lock-Up Agreement that has not been waived (or is not reasonably expected to be waived) by the underwriters party thereto, (iii) if the Company shall furnish to such Holders a certificate signed by the Chief Executive Officer of the Company stating that in the good faith judgment of the Board (after consultation with external legal counsel), any registration of Registrable Securities should not be made or continued (or sales under a Shelf Registration Statement should be suspended) because (i) such registration (or continued sales under a Shelf Registration Statement) would materially and adversely interfere with any existing or potential material financing, acquisition, corporate reorganization or merger or other material

transaction or event involving the Company or any of its subsidiaries or (ii) the Company is in possession of material non-public information, the premature disclosure of which has been determined by the Board to not be in the Company's best interests (in either case, a "Valid Business Reason") then (x) the Company may postpone filing a registration statement relating to a Demand Registration Request or suspend sales under an existing Shelf Registration Statement until five Business Days after such Valid Business Reason no longer exists, but in no event for more than 60 days after the date the Board determines a Valid Business Reason exists and (y) in the case a registration statement has been filed relating to a Demand Registration Request, if the Valid Business Reason has not resulted from actions taken by the Company, the Company may cause such registration statement to be withdrawn and its effectiveness terminated or may postpone amending or supplementing such registration statement until five Business Days after such Valid Business Reason no longer exists, but in no event for more than 60 days after the date the Board determines a Valid Business Reason exists; and the Company shall give written notice to the Participating Holders of its determination to postpone or withdraw a registration statement or suspend sales under a Shelf Registration Statement and of the fact that the Valid Business Reason for such postponement, withdrawal or suspension no longer exists, in each case, promptly after the occurrence thereof; provided, however, that the Company shall not defer its obligation in this manner for more than (A) 60 days in any 90 day period or (B) for periods exceeding, in the aggregate, 90 days in any 12 month period, or (z) in the case of a Demand Registration, consisting of a Long Form Registration, within 180 days after the effective date of a previous Long Form Registration or a previous registration in which the Holders of Registrable Securities were given piggyback rights pursuant to Section 2.2 and in which at least 75% of the number of Registrable Securities requested to be included by the Holders were included in such registration. In the event the Company gives written notice of a Valid Business Reason, the Holders of Registrable Securities initially requesting such Demand Registration shall be entitled to withdraw such request and, if such request is withdrawn, such Demand Registration shall not be treated as one of the permitted Demand Registrations hereunder and the Company shall pay all Expenses in connection with such registration. Notwithstanding the foregoing, the Company may postpone a Demand Registration hereunder only twice in any twelve-month period.

If the Company shall give any notice of postponement, withdrawal or suspension of any registration statement pursuant to clause (iv) of this Section 2.1(e), the Company shall not, during the period of postponement, withdrawal or suspension, register any Class A Common Stock, other than pursuant to a registration statement on Form S-4 or S-8 (or an equivalent registration form then in effect). Each Holder of Registrable Securities agrees that, upon receipt of any notice from the Company that the Company has determined to withdraw any registration statement pursuant to clause (iv) of this Section 2.1(e), such Holder will discontinue its disposition of Registrable Securities pursuant to such registration statement and, if so directed by the Company, will deliver to the Company (at the Company's expense) all copies, other than permanent file copies, then in such Holder's possession of the prospectus covering such Registrable Securities that was in effect at the time of receipt of such notice. If the Company shall have withdrawn or prematurely terminated a registration statement filed pursuant to a Demand Registration (whether pursuant to clause (iv) of this Section 2.1(e) or as a result of any stop order, injunction or other order or requirement of the SEC or any other governmental agency or court), the Company shall not be considered to have effected an effective registration for the purposes of this Agreement until the Company shall have filed a new registration statement covering the Registrable Securities covered by the withdrawn registration statement and such registration statement shall have been declared

effective and shall not have been withdrawn. If the Company shall give any notice of withdrawal or postponement of a registration statement, the Company shall, not later than five Business Days after the Valid Business Reason that caused such withdrawal or postponement no longer exists (but in no event later than 60 days after the date of the postponement or withdrawal), use its reasonable best efforts to effect the registration under the Securities Act of the Registrable Securities covered by the withdrawn or postponed registration statement in accordance with Section 2.1 (unless the Initiating Holders shall have withdrawn such request, in which case the Company shall not be considered to have effected an effective registration for the purposes of this Agreement), and such registration shall not be withdrawn or postponed pursuant to clause (iv) of this Section 2.1(c).

(f) Selection of Underwriters. The Initiating Holder(s) shall have the right to select the managing underwriters for such registration, provided that, each such managing underwriter is reasonably satisfactory to the Company, which approval shall not be unreasonably withheld or delayed.

(g) Other Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of Holders that hold or Beneficially Own more than 50% of the Registrable Securities, enter into any agreement with any holder or prospective holder of any securities of the Company giving such holder or prospective holder any registration rights the terms of which are more favorable taken as a whole than the registration rights granted to the Holders hereunder unless the Company shall also give such rights to such Holders.

2.2. Piggyback Registrations.

(a) Piggyback Rights. If the Company at any time proposes to file a registration statement with respect to any offering of its securities for its own account or for the account of any Person who holds its securities (other than (i) a registration on Form S-4 or S-8 or any successor form to such forms, (ii) a registration of securities solely relating to an offering and sale to employees, directors or consultants of the Company pursuant to any employee stock plan or other employee benefit plan arrangement, (iii) a registration of non-convertible debt securities or (iv) an Underwritten Block Trade) (a "Piggyback Registration") then, as expeditiously as reasonably possible (but in no event less than ten (10) days following the date of filing such registration statement), the Company shall give written notice (the "Incidental Registration Notice") of such proposed filing to all Holders of Registrable Securities, and such notice shall offer the Holder the opportunity to register such number of Registrable Securities as each such Holder may request in writing. Subject to Section 2.2(c) and Section 2.2(d), the Company shall include in such registration statement all such Registrable Securities which are requested to be included therein within fifteen (15) days after the Incidental Registration Notice is given to such Holders.

(b) Priority on Primary Registrations. If a Piggyback Registration is an underwritten primary registration on behalf of the Company, and the Board and managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in an orderly manner in such offering within a price range acceptable to the Company, the Company shall include, after including all of the primary securities the Company desires to include in such registration, (i) first, the number of Registrable Securities requested to be included which in the opinion of such underwriters can be

sold in an orderly manner within the price range acceptable to the Holder(s), pro rata among the respective Holders thereof on the basis of the number of Registrable Securities beneficially owned by each such Holder, and (ii) second, other securities with respect to which the Company has granted registration rights in accordance with Section 2.1(g) hereof requested to be included in such registration, pro rata among the respective Holders thereof on the basis of the amount of such securities beneficially owned by each such Holder. No employee stockholder of the Company will be entitled to include Registrable Securities in an underwritten offering requested by the Initiating Holders pursuant to Section 2.1 to the extent that the managing underwriters and the Board of such underwritten offering shall determine in good faith that the participation of such employee stockholder, in whole or in part, would adversely affect the marketability of the securities being sold by the Initiating Holders in such underwritten offering.

(c) Priority on Secondary Registrations. If a Piggyback Registration is an underwritten secondary registration on behalf of Holders of the Company's securities, and the managing underwriters and the Board advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in an orderly manner in such offering within a price range acceptable to the consent of the Majority Participating Holders to be included in such registration, the Company shall include in such registration (i) first, the securities requested to be included therein by the Holders requesting such registration and the Registrable Securities requested to be included in such registration, pro rata among the Holders of such securities and such Registrable Securities on the basis of the number of shares beneficially owned by each such Holder, and (ii) second, other securities with respect to which the Company has granted registration rights in accordance with Section 2.1(g) hereof requested to be included in such registration, pro rata among the respective Holders thereof on the basis of the amount of such securities requested to be included therein by each such Holder. No Holder who is an employee stockholder of the Company will be entitled to include Registrable Securities in an underwritten offering requested by the Initiating Holders pursuant to Section 2.1 to the extent that the managing underwriters and the Board of such underwritten offering shall determine in good faith that the participation of such employee stockholder, in whole or in part, would adversely affect the marketability of the securities being sold by the Initiating Holders in such underwritten offering.

(d) Selection of Underwriters. If any Piggyback Registration is an underwritten secondary offering on behalf of the Holders of the Company's securities, the Initiating Holder selection of investment banker(s) and manager(s) for the offering must be approved in writing by the Company.

(e) Other Registrations. If the Company has previously filed a registration statement with respect to Registrable Securities pursuant to Section 2.1 or pursuant to this Section 2.2, and if such previous registration has not been withdrawn or abandoned or all shares offered thereunder have been sold, the Company shall not file or cause to be effected any other registration of any of its equity securities or securities convertible or exchangeable into or exercisable for its equity securities under the Securities Act (except on Form S-8 or any successor form), whether on its own behalf or at the request of any Holder or Holders of such securities, until a period of at least 180 days has elapsed from the effective date of such previous registration.

2.3. Holdback Agreements.

(a) Each Holder agrees not to offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any equity securities of the Company, or any securities convertible into or exchangeable or exercisable for such securities, enter into a transaction which would have the same effect or would otherwise effect a public sale or distribution (including sales pursuant to Rule 144), or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such securities, whether any such aforementioned transaction is to be settled by delivery of such securities or other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, in each case during the period beginning seven days before and ending up to 180 days in connection with an initial public offering and up to 90 days in connection with a subsequent underwritten public offering, as requested by Advent or the underwriters of such initial public offering or subsequent underwritten public offering, as applicable; provided, that no Participating Holders shall be required to agree to any lock-up restrictions to which Advent is not subject and shall be released from any restrictions to which Advent is not subject and shall be released from any such restrictions simultaneous with and to the same extent as any other Participating Holder. In addition, each Holder of Registrable Securities agrees to execute any further letters, agreements and/or other documents reasonably requested by the Company or its underwriters which are consistent with the terms of this Section 2.3(a). The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such restricted period.

(b) The Company (i) shall not effect any public sale or distribution of its equity securities, or any securities convertible into or exchangeable or exercisable for such equity securities, during the period beginning seven days before and ending 180 days after the effective date of any underwritten public offering of the Company's equity securities (including Demand and Piggyback Registrations) (except as part of such underwritten registration or pursuant to registrations on Form S-4 or S-8 or any successor form), unless the underwriters managing the registered public offering otherwise agree, and (ii) shall cause each Holder of its equity securities, or any securities convertible into or exchangeable or exercisable for equity securities, purchased or otherwise acquired from the Company at any time after the date of this Agreement (other than in a registered public offering) to agree not to effect any public sale or distribution (including sales pursuant to Rule 144) of any such securities during any such period (except as part of such underwritten registration, if otherwise permitted), unless the underwriters managing the registered public offering otherwise agree and such agreement permits all Holders of Registrable Securities to sell such securities on a pro rata basis.

2.4. Registration Procedures. If and whenever the Company is required by the provisions of this Agreement to effect or cause the registration of any Registrable Securities under the Securities Act as provided in this Agreement, the Company shall use its reasonable best efforts to effect the registration and the widely disseminated sale of such Registrable Securities in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall, as expeditiously as possible:

(a) prepare and file with the SEC and FINRA all filings required for the consummation of the offering, including preparing and filing with the SEC a registration statement on than

appropriate form of the SEC for the disposition of such Registrable Securities in accordance with the intended method of disposition thereof, which registration form (i) shall be selected by the Company and (ii) shall, in the case of a shelf registration, be available for the sale of the Registrable Securities by the selling Holders thereof and such registration statement shall comply as to form in all material respects with the requirements of the applicable registration form and include all financial statements required by the SEC to be filed therewith, and the Company shall use its reasonable best efforts to cause such registration statement to become effective and remain continuously effective from the date such registration statement is declared effective until the earliest to occur (A) the first date as of which all of the Registrable Securities included in the registration statement have been sold or (B) a period of 90 days in the case of an underwritten offering effected pursuant to a registration statement other than a Shelf Registration Statement and a period of three years in the case of a Shelf Registration Statement (provided that before filing a registration statement or prospectus or any amendments or supplements thereto, the Company shall furnish to the counsel selected by the Majority Participating Holders covered by such registration statement copies of all such documents proposed to be filed, which documents shall be subject to the review and comment of such counsel);

(b) notify each Holder of Registrable Securities of the effectiveness of each registration statement filed hereunder and prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith and such free writing prospectuses and Exchange Act reports as may be necessary to keep such registration statement continuously effective for the period set forth in Section 2.4(a) and to comply with the provisions of the Securities Act with respect to the sale or other disposition of all Registrable Securities covered by such registration statement in accordance with the intended methods of disposition by the seller or sellers thereof set forth in such registration statement (and, in connection with any Shelf Registration Statement, file one or more prospectus supplements pursuant to Rule 424 under the Securities Act covering Registrable Securities upon the request of one or more Holders wishing to offer or sell Registrable Securities whether in an underwritten offering or otherwise);

(c) furnish to each seller of Registrable Securities such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus) and such other documents as such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(d) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (provided that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (ii) subject itself to taxation in any such jurisdiction or (iii) consent to general service of process in any such jurisdiction);

(e) promptly notify each seller of such Registrable Securities, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in such registration statement contains

an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, at the request of any such seller, the Company shall prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading;

(f) promptly notify each Participating Holder and each managing underwriter, if any:

(i) when the registration statement, any pre-effective amendment, the prospectus or any prospectus supplement related thereto, any post-effective amendment to the registration statement or any free writing prospectus has been filed and, with respect to the registration statement or any post- effective amendment, when the same has become effective; (ii) of any request by the SEC or state securities authority for amendments or supplements to the registration statement or the prospectus related thereto or for additional information; (iii) of the issuance by the SEC of any stop order suspending the effectiveness of the registration statement or the initiation of any proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or state "blue sky" laws of any jurisdiction or the initiation of any proceeding for such purpose; (v) of the existence of any fact of which the Company becomes aware which results in the registration statement or any amendment thereto, the prospectus related thereto or any supplement thereto, any document incorporated therein by reference, any free writing prospectus or the information conveyed to any purchaser at the time of sale to such purchaser containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statement therein not misleading; and (vi) if at any time the representations and warranties contemplated by any underwriting agreement, securities sale agreement, or other similar agreement, relating to the offering shall cease to be true and correct in all material respects; and, if the notification relates to an event described in clause (v), the Company shall promptly prepare and furnish to each such seller and each underwriter, if any, a reasonable number of copies of a prospectus supplemented or amended so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in the light of the circumstances under which they were made not misleading;

(g) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed and, if not so listed, cause all such Registrable Securities to be listed on a national securities exchange and, without limiting the generality of the foregoing, to arrange for at least two market makers to register as such with respect to such Registrable Securities with FINRA;

(h) cause its senior management, officers and employees to participate in, and to otherwise facilitate and cooperate with the preparation of the registration statement and prospectus and any amendments or supplements thereto (including participating in meetings, drafting sessions, due diligence sessions and rating agency presentations) taking into account the Company's reasonable business needs;

(i) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration statement;

(j) enter into such customary agreements (including underwriting agreements in customary form) and take all such other actions as the Majority Participating Holders being sold or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including effecting a stock split or a combination of shares);

(k) in any transaction involving the use of an underwriter or underwriters, use its reasonable best efforts (i) to obtain an opinion from the Company's counsel, including local and/or regulatory counsel, and a comfort letter and updates thereof from the Company's independent public accountants who have certified the Company's financial statements included or incorporated by reference in such registration statement, in each case, in customary form and covering such matters as are customarily covered by such opinions and comfort letters (including, in the case of such comfort letter, events subsequent to the date of such financial statements) delivered to underwriters in underwritten public offerings, which opinion and letter shall be dated the dates such opinions and comfort letters are customarily dated and otherwise reasonably satisfactory to the underwriters, if any, and (ii) furnish to each Holder participating in the offering and to each underwriter, if any, a copy of such opinion and letter addressed to such underwriter;

(l) make available for inspection by any seller of Registrable Securities, any underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement;

(m) deliver promptly to counsel for each Participating Holder and to each managing underwriter, if any, copies of all correspondence between the SEC and the Company, its counsel or auditors and all memoranda relating to discussions with the SEC or its staff with respect to the registration statement, and, upon receipt of such confidentiality agreements as the Company may reasonably request, make reasonably available for inspection by counsel for each Participating Holder, by counsel for any underwriter, participating in any disposition to be effected pursuant to such registration statement and by any accountant or other agent retained by any Participating Holder or any such underwriter, all pertinent financial and other records, pertinent corporate documents and properties of the Company, and cause all of the Company's officers, directors and employees to supply all information reasonably requested by any such counsel for a Participating Holder, counsel for an underwriter, accountant or agent in connection with such registration statement;

(n) use its reasonable best efforts to obtain the prompt withdrawal of any order suspending the effectiveness of the registration statement, or the prompt lifting of any suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction, in each case, as promptly as reasonably practicable;

(o) provide a CUSIP number for all Registrable Securities, not later than the effective date of the registration statement;

(p) use its best efforts to make available its senior management, employees and personnel for participation in "road shows" and other marketing efforts and otherwise provide reasonable assistance to the underwriters (taking into account the needs of the Company's businesses and the requirements of the marketing process) in marketing the Registrable Securities in any underwritten offering;

(q) promptly prior to the filing of any document which is to be incorporated by reference into the registration statement or the prospectus (after the initial filing of such registration statement), and prior to the filing of any free writing prospectus, provide copies of such document to counsel for each Participating Holder and to each managing underwriter, if any, and make the Company's representatives reasonably available for discussion of such document and make such changes in such document concerning the Participating Holders prior to the filing thereof as counsel for the Participating Holders or underwriters may reasonably request;

(r) furnish to counsel for each Participating Holder and to each managing underwriter, without charge, at least one signed copy of the registration statement and any post-effective amendments or supplements thereto, including financial statements and schedules, all documents incorporated therein by reference, the prospectus contained in such registration statement (including each preliminary prospectus and any summary prospectus), any other prospectus filed under Rule 424 under the Securities Act and all exhibits (including those incorporated by reference) and any free writing prospectus utilized in connection therewith;

(s) cooperate with the Participating Holders and the managing underwriter, if any, to facilitate the timely preparation and delivery of certificates not bearing any restrictive legends representing the Registrable Securities to be sold, and cause such Registrable Securities to be issued in such denominations and registered in such names in accordance with the underwriting agreement at least two Business Days prior to any sale of Registrable Securities to the underwriters or, if not an underwritten offering, in accordance with the instructions of the Participating Holders at least two Business Days prior to any sale of Registrable Securities and instruct any transfer agent and registrar of Registrable Securities to release any stop transfer orders in respect thereof;

(t) cooperate with any due diligence investigation by any manager, underwriter or Participating Holder and make available such documents and records of

(u) the Company and its Subsidiaries that they reasonably request (which, in the case of the Participating Holder, may be subject to the execution by the Participating Holder of a customary confidentiality agreement in a form which is reasonably satisfactory to the Company);

(v) take no direct or indirect action prohibited by Regulation M under the Exchange Act;

(w) use its best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security Holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months beginning with the first day of the Company's first full calendar quarter after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(x) permit any Holder of Registrable Securities which Holder, in its sole and exclusive judgment, might be deemed to be an underwriter or a controlling person of the Company, to participate in the preparation of such registration or comparable statement and to require the insertion therein of material, furnished to the Company in writing, which in the reasonable judgment of such Holder and its counsel should be included;

(y) in the event of the issuance of any stop order suspending the effectiveness of a registration statement, or of any order suspending or preventing the use of any related prospectus or suspending the qualification of any of the Company's equity securities included in such registration statement for sale in any jurisdiction, the Company shall use its best efforts promptly to obtain the withdrawal of such order;

(z) use its best efforts to cause such Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the sellers thereof to consummate the disposition of such Registrable Securities;

(aa) obtain a cold comfort letter from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by cold comfort letters as the Majority Participating Holders reasonably request; provided, that such Registrable Securities constitute at least 10% of the securities covered by such registration statement; and

(bb) take all such other commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of such Registrable Securities;

(cc) take all reasonable action to ensure that any free writing prospectus utilized in connection with any registration covered by Section 2.1 or Section 2.2 complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related prospectus, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(dd) in connection with any underwritten offering, if at any time the information conveyed to a purchaser at the time of sale includes any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, promptly file with the SEC such amendments or supplements to such information as may be necessary so that the statements as so amended or supplemented will not, in light of the circumstances, be misleading.

2.5. Registration Expenses. All Expenses incurred in connection with any registration, filing, qualification or compliance pursuant to Article 2 shall be borne by the Company, whether or not a registration statement becomes effective. All underwriting discounts and all selling commissions relating to securities registered by the Holders shall be borne by the holders or such securities pro rata in accordance with the number of shares sold in the offering by such Participating Holder.

2.6. No Required Sale. Nothing in this Agreement shall be deemed to create an independent obligation on the part of any Holder to sell any Registrable Securities pursuant to any effective registration statement.

2.7. Indemnification.

(a) In the event of any registration and/or offering of any securities of the Company under the Securities Act pursuant to this Article 2, the Company will, and hereby agrees to, and hereby does, indemnify and hold harmless, to the fullest extent permitted by law, each Holder, its directors, officers, fiduciaries, trustees, employees, shareholders, members or general and limited partners (and the directors, officers, fiduciaries, employees, shareholders, members, beneficiaries or general and limited partners thereof), any underwriter (as defined in the Securities Act) for such Holder and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or Exchange Act, from and against any and all losses, claims, damages or liabilities, joint or several, actions or proceedings (whether commenced or threatened) and expenses (including reasonable fees of counsel and any amounts paid in any settlement effected with the Company's consent, which consent shall not be unreasonably withheld or delayed) to which each such indemnified party may become subject under the Securities Act or otherwise in respect thereof (collectively, "Claims"), insofar as such Claims arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement under which such securities were registered under the Securities Act or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary or final prospectus or any amendment or supplement thereto, together with the documents incorporated by reference therein, or any free writing prospectus utilized in connection therewith, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (iii) any untrue statement or alleged untrue statement of a material fact in the information conveyed by the Company to any purchaser at the time of the sale to such purchaser, or the omission or alleged omission to state therein a material fact required to be stated therein, or (iv) any violation by the Company of any federal, state or common law rule or regulation applicable to the Company and relating to action required of or inaction by the Company in connection with any such registration, and the Company will reimburse any such indemnified party for any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such Claim as such expenses are incurred; provided, however, that the Company shall not be liable to any such indemnified party in any such case to the extent such Claim arises out of or is based upon any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact made in such registration statement or amendment thereof or supplement thereto or in any such prospectus or any preliminary or final prospectus or free writing prospectus in reliance upon and in conformity with written information furnished to the Company by or on behalf of such indemnified party specifically for use therein. Such indemnity and reimbursement of expenses shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified party and shall survive the transfer of such securities by such seller.

(b) Each Participating Holder shall, severally and not jointly, indemnify and hold harmless (in the same manner and to the same extent as set forth in paragraph (a) of this Section 2.7) to the extent permitted by law the Company, its officers and directors, each Person controlling the Company within the meaning of the Securities Act, each underwriter (within the meaning of the Securities Act) of the Company's securities covered by such a registration statement, any Person who controls such underwriter, and any other Holder selling securities in such registration statement and each of its directors, officers, partners or agents or any Person who controls such Holder with respect to any untrue statement or alleged untrue statement of any material fact in, or omission or alleged omission of any material fact from, such registration statement, any preliminary or final prospectus contained therein, or any amendment or supplement thereto, or any free writing prospectus utilized in connection therewith, if such statement or alleged statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company or its representatives by or on behalf of such Participating Holder, specifically for use therein and reimburse such indemnified party for any legal or other expenses reasonably incurred in connection with investigating or defending any such Claim as such expenses are incurred; provided, however, that the aggregate amount which any such Participating Holder shall be required to pay pursuant to this Section 2.7(b) and Section 2.7(d) shall in no case be greater than the amount of the net proceeds actually received by such Participating Holder upon the sale of the Registrable Securities pursuant to the registration statement giving rise to such Claim. The Company and each Participating Holder hereby acknowledge and agree that, unless otherwise expressly agreed to in writing by such Participating Holders to the contrary, for all purposes of this Agreement, the only information furnished or to be furnished to the Company for use in any such registration statement, preliminary or final prospectus or amendment or supplement thereto or any free writing prospectus are statements specifically relating to (a) the Beneficial Ownership of Class A Common Stock by such Participating Holder and its Affiliates and (b) the name and address of such Participating Holder. Such indemnity and reimbursement of expenses shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified party and shall survive the transfer of such securities by such Holder.

(c) Any Person entitled to indemnification under this Agreement shall notify promptly the indemnifying party in writing of the commencement of any action or proceeding with respect to which a claim for indemnification may be made pursuant to this Section 2.9, but the failure of any indemnified party to provide such notice shall not relieve the indemnifying party of its obligations under the preceding paragraphs of this Section 2.9, except to the extent the indemnifying party is materially and actually prejudiced thereby and shall not relieve the indemnifying party from any liability which it may have to any indemnified party otherwise than under this Article 2. In case any action or proceeding is brought against an indemnified party, the indemnifying party shall be entitled to (x) participate in such action or proceeding and (y) unless, in the reasonable opinion of outside counsel to the indemnified party, a conflict of interest between such indemnified and indemnifying parties may exist in respect of such claim, assume the defense thereof jointly with any other indemnifying party similarly notified, with counsel reasonably satisfactory to such indemnified party. The indemnifying party shall promptly notify the indemnified party of its decision to assume the defense of such action or proceeding. If, and after, the indemnified party has received such notice from the indemnifying party, the indemnifying party shall not be liable to such indemnified party for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense of such action or proceeding other than

reasonable costs of investigation; provided, however, that (i) if the indemnifying party fails to take reasonable steps necessary to defend diligently the action or proceeding within 10 days after receiving notice from such indemnified party that the indemnified party believes it has failed to do so; or (ii) if such indemnified party who is a defendant in any action or proceeding which is also brought against the indemnifying party reasonably shall have concluded that there may be one or more legal or equitable defenses available to such indemnified party which are not available to the indemnifying party or which may conflict with those available to another indemnified party with respect to such Claim; or (iii) if representation of both parties by the same counsel is otherwise inappropriate under applicable standards of professional conduct, then, in any such case, the indemnified party shall have the right to assume or continue its own defense as set forth above (but with no more than one firm of counsel for all indemnified parties in each jurisdiction, except to the extent any indemnified party or parties reasonably shall have made a conclusion described in clause (ii) or (iii) above) and the indemnifying party shall be liable for any expenses therefor. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim), unless such settlement or compromise (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an indemnified party. The indemnity obligations contained in Section 2.7(a) and Section 2.7(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the indemnified party which consent shall not be unreasonably withheld.

(d) If for any reason the foregoing indemnity is held by a court of competent jurisdiction to be unavailable to an indemnified party under Section 2.7(a) or Section 2.7(b), then each applicable indemnifying party shall contribute to the amount paid or payable to such indemnified party as a result of any Claim in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and the indemnified party, on the other hand, with respect to such Claim as well as any other relevant equitable considerations. The relative fault shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. If, however, the allocation provided in the second preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative faults but also the relative benefits of the indemnifying party and the indemnified party as well as any other relevant equitable considerations. The parties hereto agree that it would not be just and equitable if any contribution pursuant to this Section 2.7(d) were to be determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the preceding sentences of this Section 2.7(d). The amount paid or payable in respect of any Claim shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such Claim. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such

fraudulent misrepresentation. Notwithstanding anything in this Section 2.7(d) to the contrary, no indemnifying party (other than the Company) shall be required pursuant to this Section 2.7(d) to contribute any amount greater than the amount of the net proceeds actually received by such indemnifying party upon the sale of the Registrable Securities pursuant to the registration statement giving rise to such Claim, less the amount of any indemnification payment made by such indemnifying party pursuant to Section 2.7(b).

(e) The indemnity and contribution agreements contained herein shall be in addition to any other rights to indemnification or contribution which any indemnified party may have pursuant to law or contract (except as set forth in subsection (f) below) and shall remain operative and in full force and effect regardless of any investigation made or omitted by or on behalf of any indemnified party and shall survive the transfer of the Registrable Securities by any such party and the completion of any offering of Registrable Securities in a registration statement.

(f) If a customary underwriting agreement shall be entered into in connection with any registration pursuant to Section 2.1 or Section 2.2 and certain indemnity, contribution and related provisions between the Company and the Participating Holder, the indemnity, contribution and related provisions set forth therein shall supersede the indemnification and contribution provisions set forth in this Section 2.7.

2.8. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which is underwritten unless such Person (i) agrees to sell such Person's Registrable Securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements; provided, that no Holder of Registrable Securities included in any underwritten registration shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding such Holder and such Holder's intended method of distribution) or to undertake any indemnification obligations, or provide any information, to the Company or the underwriters with respect thereto, except as otherwise provided in Section 2.8 hereof.

2.9. No Inconsistent Agreements. The Company shall not hereafter enter into any agreement with respect to its securities that is inconsistent with or violates the rights granted to the Holders in this Agreement.

2.10. Adjustments Affecting Registrable Securities. The Company shall not take any action, or permit any change to occur, with respect to its securities which would adversely affect the ability of the Holders of Registrable Securities to include such Registrable Securities in a registration undertaken pursuant to this Agreement or which would adversely affect the marketability of such Registrable Securities in any such registration (including, without limitation, effecting a stock split or a combination of shares).

Section 3. General

3.1. Rule 144 and Rule 144A. If the Company shall have filed a registration statement pursuant to the requirements of Section 12 of the Exchange Act or a registration statement pursuant

to the requirements of the Securities Act in respect of the Class A Common Stock or Common Stock Equivalents, the Company covenants that (i) so long as it remains subject to the reporting provisions of the Exchange Act, it will timely file the reports required to be filed by it under the Securities Act or the Exchange Act (including, but not limited to, the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1)(i) of Rule 144 promulgated by the SEC under the Securities Act, as such Rule may be amended ("Rule 144")) or, if the Company is not required to file such reports, it will, upon the request of any Holder, make publicly available other information so long as necessary to permit sales by such Holder under Rule 144, Rule 144A promulgated by the SEC under the Securities Act, as such Rule may be amended ("Rule 144A"), or any similar rules or regulations hereafter adopted by the SEC, and (ii) it will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (A) Rule 144, (B) Rule 144A or (C) any similar rule or regulation hereafter adopted by the SEC. Upon the request of any Holder of Registrable Securities, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements.

3.2. Nominees for Beneficial Owners. If Registrable Securities are held by a nominee for the Beneficial Owner thereof the Beneficial Owner thereof may, at its option, be treated as the Holder of such Registrable Securities for purposes of any request or other action by any Holder or Holders of Registrable Securities pursuant to this Agreement (or any determination of any number or percentage of shares constituting Registrable Securities held by any Holder or Holders of Registrable Securities contemplated by this Agreement), provided that the Company shall have received assurances reasonably satisfactory to it of such Beneficial Ownership.

3.3. Amendments and Waivers. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement shall be effective against the Company or any Holder unless such modification, amendment or waiver is approved in writing by (i) the Company and (ii) the Holders holding or Beneficially Owning more than 50% of the Registrable Securities then held by all Holders; provided that any amendment, modification, supplement or waiver of any of the provisions of this Agreement which disproportionately and materially adversely affects any Holder shall not be effective without the written approval of such Holder. For purposes of the foregoing proviso, each of Advent, Spectrum, the Krantz Holder and 22C shall be deemed to be disproportionately materially adversely affected if any right specifically granted to any such Person herein (even if such right is granted to one or more other Holders), is amended, modified, supplemented or waived. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar). No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof or of any other or future exercise of any such right, power or privilege.

3.4. Notices.

(a) All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by e-mail, (iii) when received or rejected by the addressee if sent by registered or certified mail, postage prepaid, return receipt requested, or (iv) one Business Day following the day sent by reputable overnight courier (with written confirmation of receipt), in each case at the

following addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision):

(i) if to the Company, to:

Definitive Healthcare Corp.
550 Cochiuate Rd
Framingham, MA 01701
Attention: David M. Samuels
E-mail: dsamuels@definitivehc.com

with a copy, which shall not constitute notice, to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Alexander D. Lynch and Ashley Butler
Email: alex.lynch@weil.com; ashley.butler@weil.com

(ii) if to the Holders, to the address indicated in the records of the Company.

(b) Whenever any notice is required to be given by law or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

3.5. Successors and Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and the respective successors, permitted assigns, heirs and personal representatives of the parties hereto, whether so expressed or not. This Agreement may not be assigned by the Company without the prior written consent of each of Advent, Spectrum, the Krantz Holder and 22C. Each Holder shall have the right to assign all or part of its or his rights and obligations under this Agreement only in accordance with transfers of Registrable Securities to such Holder's Permitted Transferees. Upon any such assignment, such assignee shall have and be able to exercise and enforce all rights of the assigning Holder which are assigned to it and, to the extent such rights are assigned, any reference to the assigning Holder shall be treated as a reference to the assignee. If any Holder shall acquire additional Registrable Securities, such Registrable Securities shall be subject to all of the terms, and entitled to all the benefits, of this Agreement.

3.6. Entire Agreement. This Agreement and the other documents referred to herein or delivered pursuant hereto which form part hereof constitute the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

3.7. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS AND JUDICIAL DECISIONS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS

EXECUTED AND PERFORMED ENTIRELY WITHIN SUCH STATE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(b) Jurisdiction. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of (i) the Court of Chancery of the State of Delaware and (ii) the United States District Court located in the State of Delaware for the purposes of any suit, action or other proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement in (I) the Court of Chancery of the State of Delaware or (II) the United States District Court located in the State of Delaware and waives any claim that such suit or proceeding has been brought in an inconvenient forum. Each of the parties hereto agrees that a final and unappealable judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any jurisdiction within or outside the United States or in any other manner provided in law or in equity

(c) WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT 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. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS 3.7.

3.8. Interpretation; Construction.

(a) The table of contents and headings in this Agreement are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

3.9. Counterparts. This Agreement may be executed and delivered in any number of separate counterparts (including by facsimile or electronic mail), each of which shall be an original, but all of which together shall constitute one and the same agreement.

3.10. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

3.11. Remedies. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each party hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without the posting of any bond, and, if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law. All remedies, either under this Agreement, by law, or otherwise afforded to any party, shall be cumulative and not alternative.

3.12. Further Assurances. Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

3.13. Confidentiality.

(a) Each Holder acknowledges that the provisions of this Agreement that require communications by the Company or other Holders to such Holder may result in such Holder and its Section 3.13 Representatives acquiring material non-public information (which may include, solely by way of illustration, the fact that an offering of the Company's securities is pending or the number of Company securities or the identity of the selling Holders).

(b) Each Holder agrees that it will maintain the confidentiality of such material non- public information and, to the extent such Holder is not a natural person, such confidential treatment shall be in accordance with procedures adopted by it in good faith to protect confidential information of third parties delivered to such Holder ("Policies"); provided that a Holder may deliver or disclose material non-public information to (i) its directors, officers, employees, agents, attorneys, Affiliates and financial and other advisors, in each case, who reasonably need to know such information (collectively, the "Section 3.13 Representatives"), (ii) any federal or state regulatory authority having jurisdiction over such Holder, (iii) any Person if necessary to effect compliance with any law, rule, regulation or order applicable to such Holder, (iv) in response to any subpoena or other legal process, or (v) in connection with any litigation to which such Holder is a party and

such Holder is advised by counsel that such information reasonably needs to be disclosed in connection with such litigation; provided further, that in the case of clause (i), the recipients of such material non-public information are subject to the Policies or are directed to hold confidential the material non-public information in a manner substantially consistent with the terms of this Section 3.13.

(c) Each Holder shall have the right, at any time and from time to time (including after receiving information regarding any potential sale or distribution to the public of Class A Common Stock of the Company pursuant to an offering registered under the Securities Act, whether by the Company, by Holders and/or by any other Holders of the Company's Class A Common Stock), to elect to not receive any notice that the Company or any other Holders otherwise are required to deliver pursuant to this Agreement by delivering to the Company a written statement signed by such Holder that it does not want to receive any notices hereunder (an "Opt-Out Request"); in which case and notwithstanding anything to the contrary in this Agreement the Company and other Holders shall not be required to, and shall not, deliver any notice or other information required to be provided to Holders hereunder to the extent that the Company or such other Holders reasonably expect would result in a Holder acquiring material non-public information. An Opt-Out Request may state a date on which it expires or, if no such date is specified, shall remain in effect indefinitely. A Holder who previously has given the Company an Opt-Out Request may revoke such request at any time, and there shall be no limit on the ability of a Holder to issue and revoke subsequent Opt-Out Requests; provided that each Holder shall use commercially reasonable efforts to minimize the administrative burden on the Company arising in connection with any such Opt- Out Requests.

3.14. Termination and Effect of Termination. This Agreement shall terminate with respect to each Holder when such Holder no longer holds any Registrable Securities and will terminate in full when no Holder holds any Registrable Securities, except for the provisions of Sections 2.7, which shall survive any such termination. No termination under this Agreement shall relieve any Person of liability for breach or Expenses incurred prior to termination. In the event this Agreement is terminated, each Person entitled to indemnification rights pursuant to Section 2.7 shall retain such indemnification rights with respect to any matter that (i) may be an indemnified liability thereunder and (ii) occurred prior to such termination.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

COMPANY:

DEFINITIVE HEALTHCARE CORP.

By: /s/ Jason Krantz
Name: Jason Krantz
Title: Chief Executive Officer

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

HOLDERS:

ADVENT INTERNATIONAL GPE IX LIMITED PARTNERSHIP
ADVENT INTERNATIONAL GPE IX-B LIMITED PARTNERSHIP
ADVENT INTERNATIONAL GPE IX-C LIMITED PARTNERSHIP
ADVENT INTERNATIONAL GPE IX-F LIMITED PARTNERSHIP
ADVENT INTERNATIONAL GPE IX-G LIMITED PARTNERSHIP
ADVENT INTERNATIONAL GPE IX-H LIMITED PARTNERSHIP
ADVENT INTERNATIONAL GPE IX-I LIMITED PARTNERSHIP

By: GPE IX GP Limited Partnership, its General Partner
By: Advent International GPE IX, LLC, its General Partner
By: Advent International Corporation, its Manager

By: /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

ADVENT PARTNERS GPE IX LIMITED PARTNERSHIP
ADVENT PARTNERS GPE IX-A LIMITED PARTNERSHIP
ADVENT PARTNERS GPE IX-A CAYMAN LIMITED PARTNERSHIP
ADVENT PARTNERS GPE IX-B CAYMAN LIMITED PARTNERSHIP
ADVENT PARTNERS GPE IX CAYMAN LIMITED PARTNERSHIP

By: AP GPE IX GP Limited Partnership, its General Partner
By: Advent International GPE IX, LLC, its General Partner
By: Advent International Corporation, its Manager

By: /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

ADVENT INTERNATIONAL GPE IX-A SCSP
ADVENT INTERNATIONAL GPE IX-D SCSP
ADVENT INTERNATIONAL GPE IX-E SCSP
ADVENT PARTNERS GPE IX STRATEGIC INVESTORS SCSP

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

/s/ Justin Nuccio
Justin Nuccio, Manager

By: /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

ADVENT GLOBAL TECHNOLOGY LIMITED PARTNERSHIP
ADVENT GLOBAL TECHNOLOGY-B LIMITED PARTNERSHIP
ADVENT GLOBAL TECHNOLOGY-C LIMITED PARTNERSHIP
ADVENT GLOBAL TECHNOLOGY-D LIMITED PARTNERSHIP

By: Advent Global Technology GP Limited Partnership, its General Partner
By: Advent Global Technology LLC, its General Partner
By: Advent International Corporation, its Manager

By: /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

ADVENT GLOBAL TECHNOLOGY-A SCSP

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

/s/ Justin Nuccio
Justin Nuccio, Manager

By: /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

ADVENT PARTNERS AGT CAYMAN LIMITED PARTNERSHIP
ADVENT PARTNERS AGT LIMITED PARTNERSHIP
ADVENT PARTNERS AGT-A LIMITED PARTNERSHIP
ADVENT GLOBAL TECHNOLOGY STRATEGIC INVESTORS LIMITED PARTNERSHIP

By: AP AGT GP Limited Partnership, its General Partner
By: Advent Global Technology LLC, its General Partner
By: Advent International Corporation, its Manager

By: /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

SUNLEY HOUSE CAPITAL MASTER LIMITED PARTNERSHIP

By: Sunley House Capital GP LP, its General Partner
By: Sunley House Capital GP LLC, its General Partner

By: /s/ James Westra
Name: James Westra
Title: Authorized Signatory

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

/s/ Jason R. Krantz

Jason R. Krantz

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DH HOLDINGS (fka Jason R. Krantz 2009 Trust)

By /s/ Jason Krantz

Name: Jason Krantz

Title: Director

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Signed and delivered on behalf of each of the following persons on an individual basis:

Allastair Meffen
Alys Reynder Scott
Andrew Nelson
Catherine Wright
Dave Courville
Dave Peisach
David Kronfeld
David Thornton
Jason Mitchell
John Macek
Julie Moore
Kevin P. Shone
Kurt Anderson
Mark Haddad
Echelon 2017, LP
Patrick Roberts
Robert Gleavy
Stefan Evers
Todd Bellemare
Tom Spencer
Anderson Lavor
Bauerle Lars
Björn Carlsson
Brian Harper
Chris Marcogliese
Christopher Brooks
Elizabeth McCann
Erin Moxley
Evan Cox
Gregg Vincent
Guy Bowman
Henrik Alburg
Jake Christman
Janet Carlisle
Jason Reynolds
Jordan McAdams
Justin Steinman
Keegan Hellweg
Ken Cote
Laine Lovell
Maggie Fortune
Marc Delaronde

Marissa Peoples
Mark Schroeder
Matthew Martocci
Michelle Liro
Naveen Hariprasad
Nils-Johan Hult
Oskar Thornblad
Paul Bolick
Paula
Randy Wambold
Robert Groebel
Robin Priddis
Ryan Sowers
Scott Oberlink
Steve Aubertin
Steve Carr
Thomas Baker
Thomas Cribben
Tina Christopher
Tom Jordan
Tom Middleton
Tom Penque
Jill Larsen Digital HR LLC
Robert W. Musslewhite
Robert Musslewhite 2014 Family Trust
Kate Shamsuddin
Joseph Mirisola
David Samuels
Richard Booth
Samuel Allen Hamood Trust U/A 8/27/2010
Michael Liu
MHDH USA Inc.
Paula Sjövall Boultbee
Joseph F Donahue
Joseph H
Christopher Ahlberg
Keep Enterprises LLC
Lars Bauerle
Andrew H. Palmer

acting by each of their lawfully appointed attorney

/s/ Jason Krantz
Jason Krantz

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/s/ Jeffrey C. Haywood

Jeffrey C. Haywood

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

/s/ Christopher T. Mitchell

Christopher T. Mitchell

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SE VII DHC AIV, L.P.

By: Spectrum Equity Associates VII, L.P., its General Partner

By: SEA VII Management, LLC, its General Partner

By: /s/ Christopher Mitchell
Name: Christopher Mitchell
Title: Managing Director

SPECTRUM VII INVESTMENT MANAGERS' FUND, L.P.

By: SEA VII Management, LLC, its General Partner

By: /s/ Christopher Mitchell
Name: Christopher Mitchell
Title: Managing Director

SPECTRUM VII CO-INVESTMENT FUND, L.P.

By: /s/ Christopher Mitchell
Name: Christopher Mitchell
Title: Managing Director

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SE VII DHC AIV FEEDER CORPORATION

By: SE VII DHC AIV Feeder, L.P., its Sole Shareholder

By: Spectrum Equity Associates VII, L.P., its General Partner

By: SEA VII Management, LLC, its General Partner

By: /s/ Christopher Mitchell
Name: Christopher Mitchell
Title: Managing Director

SE VII DHC AIV FEEDER, L.P.

By: Spectrum Equity Associates VII, L.P., its General Partner

By: SEA VII Management, LLC, its General Partner

By: /s/ Christopher Mitchell
Name: Christopher Mitchell
Title: Managing Director

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22 AIDH AIV LLC

By: 22C Capital GP I, L.L.C., its General Partner

By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn
Name: David Randall Winn
Title: Member

By: /s/ Eric J. Edell
Name: Eric J. Edell
Title: Member

22C CAPITAL I-A, L.P.

By: 22C Capital GP I, L.L.C., its General Partner

By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn
Name: David Randall Winn
Title: Member

By: /s/ Eric J. Edell
Name: Eric J. Edell
Title: Member

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

22C CAPITAL I, L.P.

By: 22C Capital GP I, L.L.C., its General Partner

By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn
Name: David Randall Winn
Title: Member

By: /s/ Eric J. Edell
Name: Eric J. Edell
Title: Member

22C AIDH TOPCO AGGREGATOR, L.L.C.

By: 22C Capital LLC, its Managing Member

By: /s/ David Randall Winn
Name: David Randall Winn
Title: Member

By: /s/ Eric J. Edell
Name: Eric J. Edell
Title: Member

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GLENNARVID AB

Signed and delivered on behalf of
GlennArvid AB,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

GP BULLHOUND FUND IV SCSP

Signed and delivered on behalf of
GP Bullhound Fund IV SCSp,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

GERHARD DAL

Signed and delivered on behalf of
Gerhard Dal,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

OLOF GUSTAF PAULUS ISAKSSON

Signed and delivered on behalf of
Olof Gustaf Paulus Isaksson,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

HENRIK LJUNGQVIST AB

Signed and delivered on behalf of
Henrik Ljungqvist AB,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

HEALTHCOM GMBH

Signed and delivered on behalf
HealthCom GmbH,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

GREG BATCHELLER

Signed and delivered on behalf of
Greg Batcheller,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

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ALBONJA AB

Signed and delivered on behalf of
Albonja AB,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

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KAMEDA CONSULTING

Signed and delivered on behalf of
Kameda Consulting,
acting by its lawfully appointed attorney

/s/ Björn Carlsson

Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

NILS GÖRAN GUMMESSON

Signed and delivered on behalf of
Nils Göran Gummesson,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

BENGT HALSE

Signed and delivered on behalf
Bengt Halse,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

HEMSTIGEN AB

Signed and delivered on behalf of
Hemstigen AB,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

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SKAGERACK VENTURES AB

Signed and delivered on behalf
Skagerack Ventures AB,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

THOMAS HEDNER

Signed and delivered on behalf
Thomas Hedner,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

HANS OLOV SÖREN OLSSON

Signed and delivered on behalf of
Hans Olov Sören Olsson,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

IJUNGFRUGATAN INVEST AB

Signed and delivered on behalf of
iJungfrugatan Invest AB,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

ROITAN HOLDING AB

Signed and delivered on behalf of
Roitan Holding AB,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

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PETTER ERIKSSON

Signed and delivered on behalf
Petter Eriksson,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

KARIN JOHANSSON WINGSTRAND

Signed and delivered on behalf of
Karin Johansson Wingstrand,
acting by its lawfully appointed attorney

/s/ Björn Carlsson

Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

STAFFAN TERNSTRÖM

Signed and delivered on behalf of
Staffan Ternström,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

INVESTMENTAKTIEBOLAGET AKKUMULA

Signed and delivered on behalf of
Investmentaktiebolaget Akkumula,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

KRISTOFFER GUSTAFSSON

Signed and delivered on behalf of
Kristoffer Gustafsson,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

STAFFAN INGEBORN

Signed and delivered on behalf
of Staffan Ingeborn,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

NO HOLDING BACK AB

Signed and delivered on behalf of
No Holding Back AB,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

NGG ADVISORY AND INVESTMENT AB

Signed and delivered on behalf of
NGG Advisory and Investment AB,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

HENRIK ALBURG

Signed and delivered on behalf of
Henrik Alburg,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

GUSTAF JUNGNELIUS

Signed and delivered on behalf
Gustaf Jungnelius,
acting by its lawfully appointed attorney

/s/ Björn Carlsson
Björn Carlsson

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

Schedule I

Key Holders

1. The Advent entities set forth on Schedule II and any of their permitted transferees.
2. SE VII DHC AIV Feeder, L.P., SE VII DHC AIV, L.P., Spectrum VII Investment Managers' Fund, L.P., and Spectrum VII Co-Investment Fund, L.P. collectively, and any of their Permitted Transferees.
3. 22C Capital GP I, L.L.C. 22C Capital I, L.P., 22C AIDH AIV LLC collectively, and any of their permitted transferees.
4. Jason R. Krantz, DH Holdings LLC (fka Jason R. Krantz 2009 Trust) and any of their permitted transferees.

Schedule II

Advent Entities

1. Advent International GPE IX Limited Partnership
2. Advent International GPE IX-A SCSp
3. Advent International GPE IX-B Limited Partnership
4. Advent International GPE IX-C Limited Partnership
5. Advent International GPE IX-D SCSp
6. Advent International GPE IX-E SCSp
7. Advent International GPE IX-F Limited Partnership
8. Advent International GPE IX-G Limited Partnership
9. Advent International GPE IX-H Limited Partnership
10. Advent International GPE IX-I Limited Partnership
11. Advent Partners GPE IX Limited Partnership
12. Advent Partners GPE IX-A Limited Partnership
13. Advent Partners GPE IX Strategic Investors SCSP
14. Advent Partners GPE IX-A Cayman Limited Partnership
15. Advent Partners GPE IX-B Cayman Limited Partnership
16. Advent Partners GPE IX Cayman Limited Partnership
17. Advent Global Technology Limited Partnership
18. Advent Global Technology-A SCSp
19. Advent Global Technology-B Limited Partnership
20. Advent Global Technology-C Limited Partnership
21. Advent Global Technology-D Limited Partnership
22. Advent Partners AGT Limited Partnership
23. Advent Partners AGT Cayman Limited Partnership
24. Advent Partners AGT-A Limited Partnership
25. Advent Global Technology Strategic Investors Limited Partnership
26. Sunley House Capital Master Limited Partnership

EXHIBIT A

[FORM OF]
JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Joinder") is made and entered into as of [●] by the undersigned (the "New Holder") in accordance with the terms and conditions set forth in that certain Registration Rights Agreement by and among Definitive Healthcare Corp., a Delaware corporation (including any successor, the "Company"), and the Holders party thereto, dated as of September 14, 2021 (as the same may be amended, restated or otherwise modified from time to time, the "Registration Rights Agreement"), for the benefit of, and for reliance upon by, the Company and the Holders party thereto. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Registration Rights Agreement.

WHEREAS, the New Holder desires to exercise certain rights granted to it under the Registration Rights Agreement; and

WHEREAS, the execution and delivery to the Company of this Joinder by the New Holder is a condition precedent to the New Holder's exercise of any of its rights under the Registration Rights Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the New Holder hereby agrees as follows:

1. Joinder. By the execution and delivery of this Joinder, the New Holder hereby agrees to become, and to be deemed to be, and shall become and be deemed to be, for all purposes under the Registration Rights Agreement, a Holder, with the same force and effect as if the New Holder had been an original signatory thereto, and the New Holder agrees to be bound by all of the terms and conditions of, and to assume all of the obligations of, a Holder under, the Registration Rights Agreement. All of the terms, provisions, representations, warranties, covenants and agreements set forth in the Registration Rights Agreement with respect to a Holder are incorporated by reference herein and shall be legally binding upon, and inure to the benefit of, the New Holder.

2. Further Assurances. The New Holder agrees to perform any further acts and execute and deliver any additional documents and instruments that may be necessary or reasonably requested by the Company to carry out the provisions of this Joinder or the Registration Rights Agreement.

3. Binding Effect. This Joinder and the Registration Rights Agreement shall be binding upon, and shall inure to the benefit of, the New Holder and its successors and permitted assigns, subject to the terms and provisions of the Registration Rights Agreement. It shall not be necessary in connection with the New Holder's status as a Holder to make reference to this Joinder.

IN WITNESS WHEREOF, the New Holder has executed this Joinder as of the date first above written.

[NEW HOLDER]

By: _____
Name:
Title:

Address:

_____
_____
_____
_____

Accepted and agreed:

Definitive Healthcare Corp.

By: _____
Name: _____
Title: _____

TAX RECEIVABLE AGREEMENT

by and among

DEFINITIVE HEALTHCARE CORP.

AIDH TOPCO, LLC

the several TRA HOLDERS (as defined herein)

and

OTHER TRA HOLDERS

FROM TIME TO TIME PARTY HERETO

Dated as of September 14, 2021

CONTENTS

TAX RECEIVABLE AGREEMENT

This TAX RECEIVABLE AGREEMENT (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of September 14, 2021, is hereby entered into by and among Definitive Healthcare Corp., a Delaware corporation (including any successor corporation, "PubCo"), AIDH TopCo, LLC, a Delaware limited liability company (the "LLC"), and each of the undersigned parties, and each of the other persons from time to time that become a party hereto (each, excluding PubCo and the LLC, a "TRA Holder" and together the "TRA Holders").

RECITALS

WHEREAS, the TRA Holders directly or indirectly hold limited liability company interests in the LLC (the "Units"), which is treated as a partnership for U.S. federal income tax purposes;

WHEREAS, after the IPO (as defined below), PubCo will be the sole managing member of the LLC, and will hold Units;

WHEREAS, each of the Blockers (as defined below) is classified as an association taxable as a corporation for U.S. federal income tax purposes;

WHEREAS, pursuant to the Reorganization Agreement dated on or about the IPO Date (as defined below), among PubCo and the parties named therein, in connection with the IPO, among other things, (i) a separately wholly-owned, direct Subsidiary (as defined below) of PubCo will merge with and into each of the Blockers, in each case, with the respective Blocker surviving the merger and (ii) immediately thereafter, each of the Blockers, in turn, will merge with and into PubCo, with PubCo surviving the merger (such transactions together, the "Reorganization Transactions"), and as a result of such transactions, PubCo will obtain or be entitled to utilize the Blocker Attributes (as defined below);

WHEREAS, PubCo will use the net proceeds from the IPO to (i) purchase Units from certain TRA Holders (the "Initial Sales") and (ii) purchase newly-issued Units directly from the LLC, which proceeds will be used by the LLC to repay outstanding borrowings under the LLC's Senior Credit Facilities (as defined in the S-1) and for general company purposes;

WHEREAS, the LLC and each of its direct and indirect Subsidiaries treated as a partnership for U.S. federal income tax purposes currently have and will have in effect an election under Section 754 of the Code (as defined below), for each Taxable Year (as defined below) that includes the IPO Date and for each Taxable Year in which a non-taxable or taxable acquisition (including a deemed taxable acquisition under Section 707(a) of the Code) of Units by PubCo (a "Direct Exchange") or by the LLC (a "Redemption" and together with an Initial Sale and a Direct Exchange an "Exchange") from any of the TRA Holders (an "Exchange TRA Holder") for Class A common stock of PubCo ("Class A Common Stock") occurs;

WHEREAS, as a result of an Exchange, the Corporation will be entitled to the Basis Adjustments (as defined below) relating to such Units exchanged in the Exchange;

WHEREAS, the income, gain, loss, expense and other Tax items of the Corporation may be affected by the Tax Attributes (as defined below); and

WHEREAS, the parties to this Agreement desire to provide for certain payments and make certain arrangements with respect to any tax benefits to be derived by the Corporation as a result of the Tax Attributes and the making of payments under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the terms set forth in this Article I shall have the following meanings (such meanings to be equally applicable to both (i) the singular and plural and (ii) the active and passive forms of the terms defined).

"22C Blocker" means 22C AIDH TopCo Blocker L.L.C., a Delaware limited liability company.

"22C Funds" means, individually or collectively, any investment fund, co-investment vehicles and/or similar vehicles or accounts, in each case managed by an Affiliate of 22C Capital LLC, or any of their respective successors.

"22C TRA Holder" means any 22C Fund that is a TRA Holder.

"22C TRA Representative" means 22C Capital LLC, or such other Person designated by the 22C TRA Holders.

"Actual Interest Amount" is defined in Section 3.1(b)(vi) of this Agreement.

"Actual Tax Liability" means, with respect to any Taxable Year, the sum of (i) (A) the actual liability for U.S. federal income taxes of the Corporation as reported on its IRS Form 1120 (or any successor form) for such Taxable Year or, if applicable, determined in accordance with a Determination, plus (B) without duplication, the portion of any liability for U.S. federal income taxes imposed directly on the LLC (and the LLC's applicable subsidiaries) under Section 6225 or any similar provision of the Code that is allocable to the Corporation under Section 704 of the Code in each case using the same methods, elections, conventions and similar practices used on the relevant IRS Form 1120 (or any successor form) and (ii) the product of the amount of the U.S. federal taxable income or gain for such Taxable Year reported on the Corporation's IRS Form 1120 (or any successor form) (or, if applicable, determined in accordance with a Determination) and the Assumed State and Local Tax Rate.

"Advent Blocker" means AIDH Holdings, Inc., a Delaware corporation.

"Advent Funds" means, individually or collectively, any investment fund, co-investment vehicles and/or similar vehicles or accounts, in each case managed by an Affiliate of Advent International Corporation, or any of their respective successors.

"Advent TRA Holder" means any Advent Fund that is a TRA Holder.

"Advent TRA Representative" means Advent International Corporation or such other Person designated by the Advent TRA Holders.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"Agreed Rate" means LIBOR plus 100 basis points.

"Agreement" is defined in the preamble to this Agreement.

"Amended Schedule" is defined in Section 2.4(b) of this Agreement.

"Assumed State and Local Tax Rate" means the Tax rate equal to the sum of the products of (x) the Corporation's income and franchise tax apportionment factor for each state and local jurisdiction in which the Corporation files income or franchise Tax Returns for the relevant Taxable Year and (y) the highest corporate income and franchise Tax rate(s) for each such state and local jurisdiction in which the Corporation files income or franchise Tax Returns for each relevant Taxable Year. As an illustration of the calculation of the Assumed State and Local Tax Rate for a Taxable Year, if the Corporation solely files Tax Returns in State 1 and State 2 in a Taxable Year, the maximum applicable corporate Tax rates in effect in such states in such Taxable Year are 6.5% and 5.5%, respectively, and the apportionment factors for such states in such Taxable Year are 55% and 45% respectively, then the Assumed State and Local Tax Rate for such Taxable Year is equal to 6.05% (i.e., 6.5% multiplied by 55% plus 5.5% multiplied by 45%).

"Attributable" means the portion of any Tax Attribute of the Corporation that is "Attributable" to the TRA Holders and shall be determined by reference to the Tax Attributes, under the following principles:

(i) any Basis Adjustments shall be determined separately with respect to each Exchange TRA Holder, using reasonable methods for tracking such Basis Adjustments, and are Attributable to each Exchange TRA Holder in an amount equal to the total Basis Adjustments relating to such Units Exchanged by such Exchange TRA Holder;

(ii) any Blocker Attributes shall be determined separately with respect to each Blocker, using reasonable methods for tracking such Blocker Attributes, and are Attributable to the Blocker TRA Holders of each Blocker whose Blocker Attributes carried over to the Corporation;

(iii) any Blocker Attributes that are Attributable to the Blocker TRA Holders of a Blocker as described above in clause (ii) shall be Attributable to each Blocker TRA

Holder in proportion to such Blocker TRA Holder's interest in such Blocker prior to the Reorganization Transactions; and

(iv) any deduction to the Corporation with respect to a Taxable Year in respect of Imputed Interest is Attributable to the TRA Holder that is required to include the Imputed Interest in income (without regard to whether such TRA Holder is actually subject to Tax thereon).

"Attribute Schedule" is defined in Section 2.2 of this Agreement.

"Audit Committee" means the audit committee of the Board.

"Bankruptcy Code" is defined in Section 4.1(b) of this Agreement.

"Basis Adjustment" means the increase or decrease to the tax basis of, or the Corporation's share of, the tax basis of the Reference Assets (i) under Sections 734(b), 743(b) and/or 754 of the Code (in situations where, following an Exchange, the LLC remains in existence as an entity for tax purposes) and (ii) under Sections 732, 734(b) and/or 1012 of the Code (in situations where, as a result of one or more Exchanges, the LLC becomes an entity that is disregarded as separate from its owner for tax purposes), in each case, as a result of any Exchange and any payment made under this Agreement in respect of such Exchange. Notwithstanding any other provision of this Agreement, the amount of any Basis Adjustment resulting from an Exchange of one or more Units shall be determined without regard to any Pre- Exchange Transfer of such Units and as if any such Pre-Exchange Transfer had not occurred. The amount of any Basis Adjustment shall be determined using the Market Value at the time of the Exchange.

"Beneficial Owner" means, with respect to any security, a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, with respect to such security and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security. The terms "Beneficially Own" and "Beneficial Ownership" shall have correlative meanings.

"Blocker Attributes" means (i) without duplication, the net operating losses, excess Section 163(j) limitation carryforwards and capital losses that the Corporation is entitled to utilize as a result of the Blockers' participation in the Reorganization Transactions that relate to periods (or portions thereof) prior to the Reorganization Transactions and (ii) the tax basis of any Reference Asset resulting from any adjustment under Section 743(b) of the Code attributable to Units acquired by a Blocker prior to the IPO Date; provided, however, that in order to determine whether any such Tax attribute is a Blocker Attribute, the Taxable Year of the Corporation that includes the effective date of the Reorganization Transactions shall be deemed to end as of the close of such effective date. Notwithstanding the foregoing, the term "Blocker Attributes" shall not include any tax attribute of a Blocker that is used to offset income Taxes of such Blocker, if such offset Taxes are attributable to taxable periods (or portion thereof) ending on or prior to the date of the Reorganization Transactions.

"Blocker" means each of the 22C Blocker and the Advent Blocker (collectively, the "Blockers").

"Blocker TRA Holders" means a Person who, prior to the Reorganization Transactions, holds equity interests of a Blocker, and as a result of the Reorganization Transactions, holds Class A Common Stock.

"Board" means the Board of Directors of PubCo.

"Business Day" means any day excluding Saturday, Sunday and any day that is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in New York are closed.

"Change of Control" means the occurrence of any of the following events:

(1) any Person or any group of Persons acting together that would constitute a "group" for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended or any successor provisions thereto (excluding (a) a corporation or other entity owned, directly or indirectly, by the stockholders of PubCo in substantially the same proportions as their ownership of stock of PubCo or (b) a group of Persons in which one or more Affiliates of Permitted Transferees, directly or indirectly hold Beneficial Ownership of securities representing more than 50% of the total voting power held by such group) is or becomes the Beneficial Owner, directly or indirectly, of securities of PubCo representing more than 50% of the combined voting power of PubCo's then outstanding voting securities;

(2) the following individuals cease for any reason to constitute a majority of the number of directors of PubCo then serving: individuals who, on the IPO Date, constitute the Board and any new director whose appointment or election by the Board or nomination for election by PubCo's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the IPO Date or whose appointment, election or nomination for election was previously so approved or recommended by the directors referred to in this clause (2);

(3) the shareholders of PubCo approve a plan of complete liquidation or dissolution of PubCo or there is consummated an agreement or series of related agreements for the sale or other disposition, directly or indirectly, by PubCo of all or substantially all of PubCo's assets (including a sale of all or substantially all of the assets of the LLC) (which assets, for the avoidance of doubt, include the equity interests of PubCo's Subsidiaries); or

(4) there is consummated a merger or consolidation of PubCo with any other corporation or entity, and, immediately after the consummation of such merger or consolidation, either (x) the Board immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (y) the voting securities of PubCo immediately prior to such merger or consolidation do not continue to represent, or are not converted into, more than 50% of the combined voting

power of the then outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof.

Notwithstanding the foregoing, except with respect to clause (2) and clause (4)(x) above, a "Change of Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the Class A Common Stock, Class B Common Stock, preferred stock and/or any other class or classes of capital stock of PubCo (if any) immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in and voting control over, and own substantially all of the shares of, an entity which owns all or substantially all of the assets of PubCo immediately following such transaction or series of transactions.

"Class A Common Stock" is defined in the recitals to this Agreement.

"Class B Common Stock" means shares of Class B stock, par value $0.0001 per share, of PubCo.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or other agreement.

"Corporation" means PubCo and any company that is a member of any consolidated Tax Return of which PubCo is a member, where appropriate.

"Covered Person" is defined in Section 7.15 of this Agreement.

"Cumulative Net Realized Tax Benefit" is defined in Section 3.1(b)(ii) of this Agreement.

"Default Rate" means LIBOR plus 500 basis points.

"Determination" shall have the meaning ascribed to such term in Section 1313(a) of the Code or similar provision of U.S. state Tax law, as applicable, or any other event (including the execution of IRS Form 870-AD) that finally and conclusively establishes the amount of any liability for Tax.

"Direct Exchange" is defined in the recitals to this Agreement.

"Dispute" is defined in Section 7.8(a) of this Agreement.

"Early Termination Effective Date" means the date of an Early Termination Notice for purposes of determining the Early Termination Payment.

"Early Termination Notice" is defined in Section 4.2 of this Agreement.

"Early Termination Payment" is defined in Section 4.3(b) of this Agreement.

"Early Termination Rate" means the Agreed Rate.

"Early Termination Reference Date" is defined in Section 4.2 of this Agreement.

"Early Termination Schedule" is defined in Section 4.2 of this Agreement.

"Exchange" is defined in the recitals to this Agreement.

"Exchange Date" means the date of any Exchange.

"Expert" is defined in Section 7.9 of this Agreement.

"Hypothetical Tax Liability" means, with respect to any Taxable Year, the sum of (i) (A) the liability for U.S. federal income taxes of the Corporation plus (B) without duplication, the portion of any liability for U.S. federal income taxes imposed directly on the LLC (and the LLC's applicable subsidiaries) under Section 6225 or any similar provision of the Code that is allocable to the Corporation under Section 704 of the Code, in each case using the same methods, elections, conventions and similar practices used on the relevant IRS Form 1120 (or any successor form) or, if applicable, determined in accordance with a Determination, and (ii) the product of the U.S. federal Taxable income for such Taxable Year reported on the Corporation's IRS Form 1120 (or any successor form) (or, if applicable, determined in accordance with a Determination) and the Assumed State and Local Tax Rate, but, in the determination of the liability in clauses (i) and (ii), above, (a) calculating depreciation, amortization, or other similar deductions, or otherwise calculating any items of income, gain, or loss, using the Corporation's share of the Non-Adjusted Tax Basis as reflected on the Attribute Schedule, including amendments thereto for the Taxable Year, (b) excluding the effect of any and all Blocker Attributes for the Taxable Year and (c) excluding any deduction attributable to Imputed Interest for the Taxable Year. For the avoidance of doubt, (i) the Hypothetical Tax Liability shall be determined without taking into account the carryover or carryback of any Tax item attributable to Imputed Interest, Blocker Attributes or a Basis Adjustment (or portions thereof); and (ii) the calculation of the Hypothetical Tax Liability shall take into account the federal benefit received by the Corporation with respect to state and local jurisdiction income Taxes (with such benefit taking into account the Corporation's marginal U.S. federal income tax rate for the relevant Taxable Year, the Assumed State and Local Tax Rate, and the deductibility, if any, of state and local jurisdiction income Taxes).

"Imputed Interest" is defined in Section 3.1(b)(v) of this Agreement.

"IPO" means the initial public offering of Class A Common Stock by PubCo (including any greenshoe related to such initial public offering).

"IPO Date" means the closing date of the IPO.

"IRS" means the U.S. Internal Revenue Service.

"Joinder" means a joinder to this Agreement, in form and substance substantially similar to Exhibit A to this Agreement.

"Joinder Requirement" is defined in Section 7.6(a) of this Agreement.

"Krantz" means Jason Krantz, DH Holdings, LLC and their Permitted Transferees.

"LIBOR" means during any period, the rate which appears on the Bloomberg Page BBAM1 (or on such other substitute Bloomberg page that displays rates at which U.S. dollar deposits are offered by leading banks in the London interbank deposit market or such other commercially available source providing quotations of such rates as may be designated by PubCo from time to time), or the rate which is quoted by another source selected by PubCo as an authorized information vendor for the purpose of displaying rates at which U.S. dollar deposits are offered by leading banks in the London interbank deposit market (an "Alternate Source"), at approximately 11:00 a.m., London time, two (2) Business Days prior to the first day of such period as the London interbank offered rate for U.S. dollars having a borrowing date and a maturity comparable to such period; provided, that at no time shall LIBOR be less than 0%. If PubCo has made the determination (such determination to be conclusive absent manifest error) that (i) LIBOR is no longer a widely recognized benchmark rate for newly originated loans in the U.S. loan market in U.S. dollars or (ii) the applicable supervisor or administrator (if any) of LIBOR has made a public statement identifying a specific date after which LIBOR shall no longer be used for determining interest rates for loans in the U.S. loan market in U.S. dollars, then PubCo shall (as determined by PubCo to be consistent with any secured Senior Obligations and market practice generally), establish a replacement interest rate (the "Replacement Rate"), in which case, the Replacement Rate shall, subject to the next two sentences, replace LIBOR for all purposes under this Agreement. In connection with the establishment and application of the Replacement Rate, this Agreement shall be amended solely with the consent of PubCo and the LLC, as may be necessary or appropriate, in the reasonable judgment of PubCo, to effect the provisions of this section. The Replacement Rate shall be applied in a manner consistent with market practice; provided, that in each case, to the extent such market practice is not administratively feasible for PubCo, such Replacement Rate shall be applied as otherwise reasonably determined by PubCo.

"LLC" is defined in the preamble to this Agreement.

"LLC Agreement" means that certain Second Amended and Restated Limited Liability Company Agreement of the LLC, dated as of the date hereof, as such agreement may be further amended, restated, supplemented and/or otherwise modified from time to time.

"LLC Group" means (i) the LLC, (ii) any direct or indirect Subsidiary (owned through a chain of pass-through entities) of the LLC that is treated as a partnership for U.S. federal income tax purposes and (iii) any direct or indirect Subsidiary (owned through a chain of pass-through entities) of the LLC that is treated as a disregarded entity for U.S. federal income tax purposes.

"Management TRA Holders" means the TRA Holders other than the Advent Funds, 22C Funds, and Spectrum Funds.

"Management TRA Representative" means Jason Krantz or such other person designated by Krantz as long as he holds an interest in the LLC or is entitled to payments under this Agreement and thereafter, that TRA Holder or committee of TRA Holders determined from time

to time by a plurality vote of the Management TRA Holders ratably in accordance with their right to receive Early Termination Payments hereunder as if all TRA Holders had fully Exchanged their Units for Class A Common Stock and PubCo had exercised its right of early termination on the date of the most recent Exchange.

"Market Value" means the closing price of the Class A Common Stock on the applicable Exchange Date on the national securities exchange or interdealer quotation system on which such Class A Common Stock is then traded or listed, as reported by the *Wall Street Journal*; provided, that if the closing price is not reported by the *Wall Street Journal* for the applicable Exchange Date, then the Market Value shall mean the closing price of the Class A Common Stock on the Business Day immediately preceding such Exchange Date on the national securities exchange or interdealer quotation system on which such Class A Common Stock is then traded or listed, as reported. by the *Wall Street Journal*; provided, further, that if the Class A Common Stock is not then listed on a national securities exchange or interdealer quotation system, "Market Value" shall mean the cash consideration paid for Class A Common Stock, or the fair market value of the other property delivered for Class A Common Stock, as determined by the Board in good faith. Notwithstanding anything to the contrary in the above sentence, to the extent property is exchanged for cash in a transaction, the Market Value shall be determined by reference to the amount of cash transferred in such transaction.

"Net Tax Benefit" is defined in Section 3.1(b)(i) of this Agreement.

"Non-Adjusted Tax Basis" means, with respect to any Reference Asset at any time, the adjusted tax basis that such asset would have had at such time if no Basis Adjustments had been made.

"Objection Notice" is defined in Section 2.4(a)(i) of this Agreement.

"Parties" means the parties named on the signature pages to this agreement and each additional party that satisfies the Joinder Requirement, in each case with their respective successors and assigns.

"Permitted Transfer" means the transfer of Units by a holder of Units to any transferee as permitted by the LLC Agreement.

"Permitted Transferee" means a holder of Units pursuant to a Permitted Transfer.

"Person" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity.

"Pre-Exchange Transfer" means any transfer (including upon the death of a TRA Holder) in respect of one or more Units (i) that occurs prior to an Exchange of such Units and (ii) to which Section 743(b) of the Code applies.

"PubCo" is defined in the preamble to this Agreement.

"Realized Tax Benefit" is defined in Section 3.1(b)(iii) of this Agreement.

"Realized Tax Detriment" is defined in Section 3.1(b)(iv) of this Agreement.

"Reconciliation Dispute" is defined in Section 7.9 of this Agreement.

"Reconciliation Procedures" is defined in Section 2.4(a) of this Agreement.

"Redemption" is defined in the recitals to this Agreement.

"Reference Asset" means any tangible or intangible asset of any member of the LLC Group or any of their respective successors or assigns, at the time of the Reorganization Transactions or an Exchange, as applicable. A Reference Asset also includes any asset the tax basis of which is determined, in whole or in part, by reference to the tax basis of an asset that is described in the preceding sentence, including "substituted basis property" within the meaning of Section 7701(a)(42) of the Code.

"Reorganization Transactions" is defined in the recitals to this Agreement.

"S-1" means the Form S-1 publicly filed by Definitive Healthcare Corp. on August 20, 2021, and any amendments thereof.

"Schedule" means any of the following: (i) an Attribute Schedule, (ii) a Tax Benefit Schedule, or (iii) the Early Termination Schedule, and, in each case, any amendments thereto.

"Section 734(b) Exchange" means any Exchange that results in a Basis Adjustment under Section 734(b) of the Code.

"Senior Obligations" is defined in Section 5.1 of this Agreement.

"Spectrum Fund" means, individually or collectively, any investment fund, co-investment vehicles and/or similar vehicles or accounts, in each case managed by an Affiliate of Spectrum Equity Management, L.P., or any of their respective successors.

"Spectrum TRA Holder" means any Spectrum Fund that is a TRA Holder.

"Spectrum TRA Representative" means Spectrum Equity Management, L.P., or such other Person designated by the Spectrum TRA Holders.

"Subsidiary" means, with respect to any Person and as of the date of any determination, any other Person as to which such Person, owns, directly or indirectly, or otherwise controls, more than 50% of the voting power or other similar interests, or the sole general partner interest, or managing member or similar interest, of such Person.

"Subsidiary Stock" means any stock or other equity interest in any Subsidiary of PubCo that is treated as a corporation for U.S. federal income tax purposes.

"Taxes" means any and all U.S. federal, state, local and foreign taxes, assessments or similar charges that are based on or measured with respect to net income or profits, and any interest related to such Tax.

"Tax Attributes" means the (i) Blocker Attributes, (ii) Basis Adjustments and (iii) Imputed Interest; provided that it is intended that the provisions of this Agreement will not result in duplication among the respective Tax Attributes, and the definitions of each such Tax Attribute shall be consistently interpreted and applied in accordance with that intent. For the avoidance of doubt, Tax Attributes shall include any net operating loss carryforwards or similar attributes that are attributable to the Tax items described in clauses (i) through (iii) of the preceding sentence.

"Tax Benefit Payment" is defined in Section 3.1(b) of this Agreement.

"Tax Benefit Schedule" is defined in Section 2.3(a) of this Agreement.

"Tax Return" means any return, declaration, report or similar statement required to be filed with respect to Taxes (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.

"Taxable Year" means a taxable year of the Corporation as defined in Section 441(b) of the Code or comparable section of U.S. state or local Tax law, as applicable (and, therefore, for the avoidance of doubt, may include a period of less than 12 months for which a Tax Return is made), ending on or after the IPO Date.

"Taxing Authority" means any national, federal, state, county, municipal, or local government, or any subdivision, agency, commission or authority thereof, or any quasi- governmental body, or any other authority of any kind, exercising regulatory or other authority in relation to Tax matters.

"Termination Objection Notice" is defined in Section 4.2 of this Agreement.

"TRA Holders" is defined in the preamble to this Agreement.

"TRA Holder Representative" means:

(a) with respect to each 22C Fund, the 22C TRA Representative;

(b) with respect to each Advent Fund, the Advent TRA Representative;

(c) with respect to each Spectrum Fund, the Spectrum TRA Representative; and

(d) with respect to all other TRA Holders, the Management TRA Representative. "Treasury Regulations" means the final, temporary, and (to the extent they can be relied upon) proposed regulations under the Code, as promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

"U.S." means the United States of America.

"Units" is defined in the recitals to this Agreement.

"Valuation Assumptions" means, as of an Early Termination Effective Date, the assumptions that in each Taxable Year ending on or after such Early Termination Effective Date:

(1) the Corporation will have taxable income sufficient to fully utilize the Tax items arising from the Tax Attributes (other than any items addressed in clause (4) below) during such Taxable Year or future Taxable Years (including, for the avoidance of doubt, Basis Adjustments and Imputed Interest that would result from future payments made under this Agreement that would be paid in accordance with the Valuation Assumptions) in which such deductions would become available;

(2) the U.S. federal income tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other law as in effect on the Early Termination Effective Date, and the Assumed State and Local Tax Rate will be calculated based on such rates and the apportionment factor applicable for the Taxable Year that includes the Early Termination Effective Date, in each case, except to the extent any change to such Tax rates for such Taxable Year have already been enacted into law;

(3) all taxable income of the Corporation will be subject to the maximum applicable U.S. federal income tax rates throughout the relevant period;

(4) any Blocker Attributes described in clause (i) of the definition thereof, and any loss carryovers generated by deductions arising from any Tax Attributes or Imputed Interest that are available as of the date of such Early Termination Effective Date will be used by the Corporation on a pro rata basis from the date of such Early Termination Effective Date through the earlier of (x) the scheduled expiration date under applicable Tax law of such loss carryovers or (y) the fifth (5th) anniversary of the Early Termination Effective Date; provided, that any such loss carryovers or Blocker Attributes whose use by the Corporation would be limited by the Code (e.g., under Section 382 or 383 of the Code) or Treasury Regulations (other than any limitation resulting from a Change in Control) shall not be treated as used by the Corporation earlier than would be permitted thereunder;

(5) any non-amortizable assets (other than Subsidiary Stock) will be disposed of on the earlier of (i) the fifteenth anniversary of the applicable Basis Adjustment (or, if such Basis Adjustment occurred more than fifteen years before the Early Termination Effective Date, the Early Termination Effective Date), and (ii) in the case of any Blocker Attributes described in clause (ii) of the definition thereof, the fifteenth anniversary of the IPO Date (or, if the IPO Date is more than fifteen years before the Early Termination Effective Date, the Early Termination Effective Date; provided that in the event of a Change of Control that includes the sale of any such non-amortizable asset in the Change of Control (or the sale of all of the equity interests in a partnership or disregarded entity for U.S. federal income tax purposes that directly or indirectly owns such non- amortizable asset), such non-amortizable asset shall be deemed disposed of at the time of the sale of the relevant asset in such Change of Control (if earlier than such fifteenth anniversary);

(6) any Subsidiary Stock will be deemed never to be disposed of except if such Subsidiary Stock is directly disposed of in the Change of Control; and

(7) if, on the Early Termination Effective Date, there are Units that have not been Exchanged, then such Units shall be deemed to be Exchanged for the Market Value of the Class A Common Stock and the amount of cash that would be transferred if the Exchange occurred on the Early Termination Effective Date; and

(8) any payment obligations pursuant to this Agreement will be satisfied on the date that any Tax Return to which such payment obligation relates is required to be filed excluding any extensions.

Section 1.2 Rules of Construction. Unless otherwise specified herein:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) For purposes of interpretation of this Agreement:

(i) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision thereof.

(ii) References in this Agreement to a Schedule, Article, Section, clause or sub-clause refer to the appropriate Schedule to, or Article, Section, clause or subclause in, this Agreement.

(iii) References in this Agreement to "dollars" or "$" refer to the lawful currency of the United States of America.

(iv) The term "including" is by way of example and not limitation.

(v) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(c) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(d) Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Agreement.

(e) Unless otherwise expressly provided herein, (a) references to organization documents (including the LLC Agreement), agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are permitted hereby; and (b) references to any law (including the Code and the Treasury Regulations) shall include all

statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law.

ARTICLE II.
DETERMINATION OF REALIZED TAX BENEFIT

Section 2.1 Basis Adjustments; LLC 754 Election.

(a) Basis Adjustments. The Parties acknowledge and agree that (A) the Initial Sales and each Direct Exchange shall give rise to Basis Adjustments and (B) each Redemption using Class A Common Stock contributed to the LLC by PubCo shall be treated as a direct purchase of Units by PubCo from the applicable TRA Holder pursuant to Section 707(a)(2)(B) of the Code that shall give rise to Basis Adjustments. For the avoidance of doubt, payments made under this Agreement shall not be treated as resulting in a Basis Adjustment to the extent that such payments are treated as deductible interest for U.S. federal income tax purposes or as other than consideration for Units for U.S. federal income tax purposes.

(b) Section 754 Election. PubCo shall cause the LLC and each of its Subsidiaries that is treated as a partnership for U.S. federal income tax purposes to have in effect an election under Section 754 of the Code and any similar provisions of U.S. state or local tax law for each Taxable Year.

Section 2.2 Attribute Schedules. Within one hundred and twenty (120) calendar days after the due date (including extensions) of the U.S. federal income Tax Return of the Corporation for each relevant Taxable Year, PubCo shall deliver to the applicable TRA Holder Representative, a schedule (the "Attribute Schedule") that shows, in reasonable detail as necessary in order to understand the calculations performed under this Agreement: (a) the Basis Adjustments with respect to the Reference Assets in respect of each applicable TRA Holder as a result of the relevant Exchanges effected in such Taxable Year or any prior Taxable Year by such TRA Holder, if any, calculated in the aggregate; (b) the period (or periods) over which the Basis Adjustments with respect to the Reference Assets in respect of such TRA Holder are amortizable and/or depreciable and (c) the amount of Blocker Attributes available to the Corporation in such Taxable Year in respect of each applicable TRA Holder and the period (or periods) over which such Blocker Attributes are usable. The Attribute Schedule shall also list any limitations on the ability of the Corporation to utilize any Tax Attributes under applicable laws (including as a result of the operation of Section 382 of the Code or Section 383 of the Code). The Attribute Schedule will become final and binding pursuant to the procedures set forth in Section 2.4(a) and may be amended pursuant to the procedures set forth in Section 2.4(b).

Section 2.3 Tax Benefit Schedules.

(a) Tax Benefit Schedule. Within one hundred and twenty (120) calendar days after the due date (including extensions) of the U.S. federal income Tax Return of the Corporation for any Taxable Year in which there is a Realized Tax Benefit or Realized Tax Detriment Attributable to a TRA Holder, PubCo shall provide to the applicable TRA Holder Representative a schedule showing, in reasonable detail, the calculation of the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year for such TRA Holder (a "Tax Benefit Schedule"). Each Tax

Benefit Schedule will become final and binding pursuant to the procedures set forth in Section 2.4(a), and may be amended pursuant to the procedures set forth in Section 2.4(b).

(b) Applicable Principles.

(i) General. Subject to Section 3.3, the Realized Tax Benefit (or the Realized Tax Detriment) for each Taxable Year is intended to measure the decrease (or increase) in the actual liability for Taxes of the Corporation for such Taxable Year attributable to the Tax Attributes, determined using a "with and without" methodology. Carryovers or carrybacks of any Tax item attributable to any of the Tax Attributes shall be considered to be subject to the rules of the Code and the Treasury Regulations governing the use, limitation and expiration of carryovers or carrybacks of the relevant type. If a carryover or carryback of any Tax item includes a portion that is attributable to any Tax Attribute and another portion that is not, such portions shall be considered to be used in accordance with the "with and without" methodology. The parties agree that (A) all Tax Benefit Payments (other than Imputed Interest thereon) attributable to Blocker Attributes will be treated as non-qualifying property or money received in connection with the Blocker Mergers for purposes of Section 356 of the Code, (B) all Tax Benefit Payments (other than Imputed Interest thereon) attributable to Basis Adjustments will be treated as subsequent upward purchase price adjustments with respect to the Units exchanged in the applicable Exchange that have the effect of creating additional Basis Adjustments to Reference Assets for the Corporation in the year of payment, (C) as a result, any additional Basis Adjustments will be incorporated into the current year calculation and into future year calculations, as appropriate, and (D) the Actual Tax Liability will take into account the deduction of the portion of the Tax Benefit Payment that must be accounted for as Imputed Interest.

(ii) Applicable Principles of Section 734(b) Exchanges. Notwithstanding any provisions to the contrary in this Agreement, the foregoing treatment set out in clause (B) of the final sentence of Section 2.3(b)(i) shall not be required to apply to payments hereunder to a TRA Holder in respect of a Section 734(b) Exchange by such Exchange TRA Holder.

Section 2.4 Procedures; Amendments.

(a) Procedures. Each time PubCo delivers an applicable Schedule to the TRA Holder Representatives under this Agreement, including any Amended Schedule, PubCo shall also: (x) deliver supporting schedules and work papers reasonably requested by a TRA Holder Representative that are reasonably necessary in order to understand the calculations that were relevant for purposes of preparing the Schedule; and (y) allow the TRA Holder Representatives and their advisors to have reasonable access to the appropriate representatives, as determined by PubCo or as reasonably requested by a TRA Holder Representative, at PubCo in connection with a review of such Schedule. Without limiting the generality of the preceding sentence, PubCo shall ensure that any Tax Benefit Schedule that is delivered to the TRA Holder Representatives provides a reasonably detailed presentation of the calculation of the Actual Tax Liability (the "with" calculation) and the Hypothetical Tax Liability of the Corporation (the "without" calculation), and identifies any material assumptions or operating procedures or principles that were used for purposes of such calculations. An applicable Schedule or amendment thereto shall become final and binding on the Parties thirty (30) calendar days from the date on which the

TRA Holder Representatives first received the applicable Schedule or amendment thereto unless any TRA Holder Representative:

(i) within thirty (30) calendar days after receiving the applicable Schedule or amendment thereto, provides PubCo with written notice of a material objection to such Schedule that is made in good faith and that sets forth in reasonable detail the TRA Holder Representative's material objection (an "Objection Notice") or

(ii) provides a written waiver of its right to deliver an Objection Notice within the time period described in clause (i) above, in which case such Schedule or amendment thereto becomes binding on the date the waiver from the TRA Holder Representatives is received by PubCo.

If PubCo and the relevant TRA Holder Representative, for any reason, are unable to successfully resolve the issues raised in the Objection Notice within thirty (30) calendar days after receipt by PubCo of the Objection Notice, PubCo and the relevant TRA Holder Representative shall employ the reconciliation procedures as described in Section 7.9 of this Agreement (the "Reconciliation Procedures").

(b) Amended Schedule. The applicable Schedule for any Taxable Year shall be amended from time to time by PubCo: (i) in connection with a Determination affecting such Schedule; (ii) to correct material inaccuracies in the Schedule identified as a result of the receipt of additional factual information relating to a Taxable Year after the date the Schedule was originally provided to the TRA Holder Representatives; (iii) to comply with an Expert's determination under the Reconciliation Procedures applicable to this Agreement; (iv) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to a carryback or carryforward of a loss or other Tax item to such Taxable Year; (v) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to an amended Tax Return filed for such Taxable Year; or (vi) to adjust an Attribute Schedule to take into account any Tax Benefit Payments made pursuant to this Agreement (any such Schedule, an "Amended Schedule"). PubCo shall provide an Amended Schedule to each TRA Holder Representative when PubCo delivers the Attribute Schedule for the following Taxable Year.

ARTICLE III.
TAX BENEFIT PAYMENTS

Section 3.1 Timing and Amount of Tax Benefit Payments.

(a) Timing of Payments. Within five (5) calendar days following the date on which each Tax Benefit Schedule that is required to be delivered by PubCo to the TRA Holder Representatives pursuant to Section 2.3(a) of this Agreement becomes final in accordance with Section 2.4(a) of this Agreement, PubCo shall pay to each relevant TRA Holder the Tax Benefit Payment as determined pursuant to Section 3.1(b). Each such Tax Benefit Payment shall be made by wire transfer of immediately available funds to the bank account previously designated by such TRA Holder or as otherwise agreed by PubCo and such TRA Holder. For the avoidance of doubt, the TRA Holders shall not be required under any circumstances to return any portion of any Tax Benefit Payment previously paid by PubCo to the TRA Holders (including any portion of any Early Termination Payment). For purposes of this Agreement, and also for the avoidance of doubt, (x) no Tax Benefit Payment shall be required to be calculated or made in respect of any

estimated Tax payments, including, without limitation, any estimated U.S. federal income tax payments and (y) the payments provided for pursuant to this Section 3.1(a) shall be computed separately for each TRA Holder.

(b) Amount of Payments. For purposes of this Agreement, a "Tax Benefit Payment" with respect to any TRA Holder for a Taxable Year means an amount, not less than zero, equal to the sum of: (i) the portion of the Net Tax Benefit that is Attributable to such TRA Holder; and (ii) the Actual Interest Amount with respect to the Net Tax Benefit described in (i).

(i) Net Tax Benefit. The "Net Tax Benefit" for a Taxable Year equals the amount of the excess, if any, of (x) 85% of the Cumulative Net Realized Tax Benefit as of the end of such Taxable Year over (y) the aggregate amount of all Tax Benefit Payments previously made under this Section 3.1 (excluding payments of Actual Interest Amounts). For the avoidance of doubt, if the Cumulative Net Realized Tax Benefit as of the end of any Taxable Year is less than the aggregate amount of all Tax Benefit Payments previously made, no TRA Holder shall be required to return any portion of any Tax Benefit Payment previously made by PubCo to such TRA Holder.

(ii) Cumulative Net Realized Tax Benefit. The "Cumulative Net Realized Tax Benefit" for a Taxable Year equals the cumulative amount of Realized Tax Benefits for all Taxable Years of the Corporation, up to and including such Taxable Year, net of the cumulative amount of Realized Tax Detriments for the same period. The Realized Tax Benefit and Realized Tax Detriment for each Taxable Year shall be determined based on the most recent Tax Benefit Schedule or Amended Schedule, if any, in existence at the time of such determination.

(iii) Realized Tax Benefit. The "Realized Tax Benefit" for a Taxable Year equals the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability for such Taxable Year. If all or a portion of the Actual Tax Liability arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability (and any corresponding adjustments to the Hypothetical Tax Liability) shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

(iv) Realized Tax Detriment. The "Realized Tax Detriment" for a Taxable Year equals the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability for such Taxable Year. If all or a portion of the Actual Tax Liability arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability (and any corresponding adjustments to the Hypothetical Tax Liability) shall not be included in determining the Realized Tax Detriment unless and until there has been a Determination.

(v) Imputed Interest. The parties acknowledge that the principles of Sections 1272, 1274, or 483 of the Code, as applicable, will apply to cause a portion of any Net Tax Benefit payable by PubCo to a TRA Holder under this Agreement to be treated as imputed interest ("Imputed Interest"). For the avoidance of doubt, the deduction for the amount of Imputed Interest as determined with respect to any Net Tax Benefit payable by PubCo to a TRA Holder shall be excluded in determining the Hypothetical Tax Liability for purposes of calculating Realized Tax Benefits and Realized Tax Detriments pursuant to this Agreement.

(vi) Actual Interest Amount. The "Actual Interest Amount" calculated in respect of the Net Tax Benefit for a Taxable Year, will equal an amount equal to interest calculated at the Agreed Rate from the due date (without extensions) for filing the U.S. federal income Tax Return of the Corporation for such Taxable Year until the date on which PubCo makes a timely Tax Benefit Payment to the TRA Holder. For the avoidance of doubt, for Tax purposes, the Actual Interest Amount shall not be treated as interest, but instead, shall be treated as additional consideration in the applicable transaction, unless otherwise required by law.

(vii) PubCo and the TRA Holders hereby acknowledge and agree that, as of the date of this Agreement and as of the date of any future Exchange that may be subject to this Agreement, the aggregate value of the Tax Benefit Payments cannot be reasonably ascertained for U.S. federal income or other applicable Tax purposes. Notwithstanding anything to the contrary in this Agreement, (i) unless the applicable Exchange TRA Holder notifies PubCo in writing otherwise (including by providing an alternative maximum), the aggregate Payments to an Exchange TRA Holder under this Agreement (other than amounts accounted for as interest under the Code) shall not exceed, with respect to any Exchange, 50% of the initial Basis Adjustment arising from such Exchange and (ii) with respect to the Reorganization Transactions, a Blocker TRA Holder may notify Pubco in writing of a maximum amount of aggregate Payments to such TRA Holder under this Agreement (other than amounts accounted for as interest under the Code) in respect thereof.

Section 3.2 No Duplicative Payments. It is intended that the provisions of this Agreement will not result in the duplicative payment of any amount (including interest) that may be required under this Agreement, and the provisions of this Agreement shall be consistently interpreted and applied in accordance with that intent.

Section 3.3 Pro-Ration of Payments as Between the TRA Holders.

(a) Insufficient Taxable Income. Notwithstanding anything in Section 3.1(b) to the contrary, to the extent that the aggregate Realized Tax Benefit of the Corporation with respect to the Tax Attributes is limited in a particular Taxable Year because the Corporation does not have sufficient taxable income, then the available Net Tax Benefit for the Corporation shall be allocated among the TRA Holders in proportion to the respective Tax Benefit Payment that would have been payable if the Corporation had in fact had sufficient taxable income so that there had been no such limitation.

(b) Late Payments. If for any reason PubCo is not able to timely and fully satisfy its payment obligations under this Agreement in respect of a particular Taxable Year, then interest will begin to accrue at the Default Rate pursuant to Section 5.2 and PubCo and other Parties agree that (i) PubCo shall pay the Tax Benefit Payments due in respect of such Taxable Year to each TRA Holder pro rata in proportion to the amount of such Tax Benefit Payments, without favoring one obligation over the other, and (ii) no Tax Benefit Payment shall be made in respect of any Taxable Year until all Tax Benefit Payments to all TRA Holders in respect of all prior Taxable Years have been made in full.

Section 3.4 Excess Payments. To the extent PubCo makes a payment to a TRA Holder in respect of a particular Taxable Year under Section 3.1(a) of this Agreement (taking into account Section 3.3) in an amount in excess of the amount of such payment that should have been made

to such TRA Holder in respect of such Taxable Year, then (i) such TRA Holder shall not receive further payments under Section 3.1(a) until such TRA Holder has foregone an amount of payments equal to such excess and (ii) PubCo will pay the amount of such TRA Holder's foregone payments to the other Persons to whom a payment is due under this Agreement in a manner such that each such Person to whom a payment is due under this Agreement, to the maximum extent possible, receives aggregate payments under Section 3.1(a) (taking into account Section 3.3) in the amount it would have received if there had been no excess payment to such TRA Holder.

ARTICLE IV.
TERMINATION

Section 4.1 Early Termination of Agreement; Breach of Agreement.

(a) Corporation's Early Termination Right. PubCo may terminate this Agreement, as and to the extent provided herein, with respect to all amounts payable to the TRA Holders pursuant to this Agreement by paying to the TRA Holders the Early Termination Payment; provided that Early Termination Payments may be made pursuant to this Section 4.1(a) only if made simultaneously to all TRA Holders that are entitled to such a payment, and provided further, that PubCo may withdraw any notice to execute its termination rights under this Section 4.1(a) prior to the time at which any Early Termination Payment has been paid. Upon PubCo's payment of the Early Termination Payment, PubCo shall not have any further payment obligations under this Agreement, other than with respect to any: (i) prior Tax Benefit Payments that are due and payable under this Agreement but that still remain unpaid as of the date of the Early Termination Notice; and (ii) current Tax Benefit Payment due for the Taxable Year ending on or including the date of the Early Termination Notice (except to the extent that the amount described in clause (ii) is included in the calculation of the Early Termination Payment). If an Exchange occurs after PubCo makes all of the required Early Termination Payments, PubCo shall have no obligations under this Agreement with respect to such Exchange.

(b) Acceleration Upon Breach of Agreement. In the event that PubCo (1) breaches any of its material obligations under this Agreement, whether as a result of failure to make any payment when due, failure to honor any other material obligation required hereunder or by operation of law as a result of the rejection of this Agreement in a case commenced under Title 11 of the United States Code (11 U.S.C. § 101 et seq.) (the "Bankruptcy Code") or otherwise or (2)(A) shall commence any case, proceeding or other action (i) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate a bankruptcy or insolvency, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or (ii) seeking an appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or it shall make a general assignment for the benefit of creditors or (B) there shall be commenced against the Corporation any case, proceeding or other action of the nature referred to in clause (A) above that remains undismissed or undischarged for a period of sixty (60) calendar days, all obligations hereunder shall be automatically accelerated and shall be immediately due and payable, and such obligations shall be calculated as if an Early Termination Notice had been delivered on the date of such breach and shall include, but not be

limited to, (1) the Early Termination Payment calculated as if an Early Termination Notice had been delivered on the date of such breach, (2) any Tax Benefit Payment due and payable and that remains unpaid as of the date of such breach, and (3) any Tax Benefit Payment in respect of any TRA Holder due for the Taxable Year ending with or including the date of such breach; provided that procedures similar to the procedures of Section 4.2 shall apply with respect to the determination of the amount payable by PubCo pursuant to this sentence. Notwithstanding the foregoing, in the event that PubCo breaches this Agreement, to the fullest extent permitted by applicable law, each TRA Holder shall be entitled to elect to receive the amounts set forth in clauses (1), (2) and (3) above or to seek specific performance of the terms hereof. The parties agree that the failure to make any payment due pursuant to this Agreement within three (3) months of the date such payment is due shall be deemed to be a breach of a material obligation under this Agreement for all purposes of this Agreement, and that it will not be considered to be a breach of a material obligation under this Agreement to make a payment due pursuant to this Agreement within three (3) months of the date such payment is due. Notwithstanding anything in this Agreement to the contrary, it shall not be a breach of a material obligation of this Agreement if PubCo fails to make any Tax Benefit Payment when due to the extent that PubCo has insufficient funds to make such payment; provided, (i) PubCo has used reasonable efforts to obtain such funds and (ii) that the interest provisions of Section 5.2 shall apply to such late payment.

(c) Change of Control. In the event of a Change of Control, unless otherwise agreed in writing with the 22C TRA Representative with respect to the 22C Funds, the Advent TRA Representative with respect to the Advent Funds, the Spectrum TRA Representative with respect to the Spectrum Funds, and/or the Management TRA Representative with respect to all other TRA Holders, all obligations of PubCo hereunder with respect to the TRA Holders shall be accelerated and such obligations shall be calculated pursuant to this Article IV as if an Early Termination Notice had been delivered on the closing date of the Change of Control and utilizing the Valuation Assumptions by substituting the phrase "the closing date of a Change of Control" in each place where the phrase "Early Termination Effective Date" appears. Such obligations shall include, but not be limited to, (1) the Early Termination Payment calculated as if an Early Termination Notice had been delivered on the closing date of the Change of Control, (2) any Tax Benefit Payments due and payable and that remains unpaid as of the date of the Change of Control and (3) any Tax Benefit Payments due for any Taxable Year ending prior to, with or including the closing date of a Change of Control (except to the extent that any amounts described in clauses (2) or (3) are included in the Early Termination Payment). For the avoidance of doubt, Sections 4.2 and 4.3 shall apply to a Change of Control, *mutatis mutandis*.

Section 4.2 Early Termination Notice. If PubCo chooses to exercise its right of early termination under Section 4.1 above, PubCo shall deliver to the TRA Holder Representatives a notice of PubCo's decision to exercise such right (an "Early Termination Notice") specifying PubCo's intention to exercise such right. Upon delivery of the Early Termination Notice or the occurrence of an event described in Section 4.1(b) or (c), PubCo shall deliver a schedule (the "Early Termination Schedule") showing in reasonable detail the calculation of the Early Termination Payment(s) due for each TRA Holder. The Early Termination Schedule shall become final and binding on each Party thirty (30) calendar days from the first date on which the TRA Holder Representatives received such Early Termination Schedule unless any TRA Holder Representative:

(i) within thirty (30) calendar days after receiving the Early Termination Schedule, provides PubCo with notice of a material objection to such Early Termination Schedule made in good faith and setting forth in reasonable detail the TRA Holder Representative's material objection (a "Termination Objection Notice"); or

(ii) provides a written waiver of such right of a Termination Objection Notice within the period described in clause (i) above, in which case such Early Termination Schedule becomes binding on the date the waiver from the TRA Holder Representative is received by PubCo.

If PubCo and the relevant TRA Holder Representative, for any reason, are unable to successfully resolve the issues raised in the Termination Objection Notice within thirty (30) calendar days after receipt by PubCo of the Termination Objection Notice, PubCo and the relevant TRA Holder Representative shall employ the Reconciliation Procedures. The date on which the Early Termination Schedule becomes final in accordance with this Section 4.2 shall be the "Early Termination Reference Date."

Section 4.3 Payment Upon Early Termination.

(a) Timing of Payment. Within three (3) Business Days after the Early Termination Reference Date, PubCo shall pay to each TRA Holder an amount equal to the Early Termination Payment for such TRA Holder. Such Early Termination Payment shall be made by PubCo by wire transfer of immediately available funds to a bank account or accounts designated by such TRA Holder or as otherwise agreed by PubCo and such TRA Holder.

(b) Amount of Payment. The "Early Termination Payment" payable to a TRA Holder pursuant to Section 4.3(a) shall equal the present value, discounted at the Early Termination Rate as determined as of the Early Termination Reference Date (other than any Tax Benefit Payments in respect of Taxable Years ending prior to the Early Termination Effective Date), of all Tax Benefit Payments that would be required to be paid by PubCo to such TRA Holder, beginning from the Early Termination Effective Date and assuming that the Valuation Assumptions in respect of such TRA Holder are applied. For the avoidance of doubt, an Early Termination Payment shall be made to each TRA Holder in accordance with this Agreement, regardless of whether a TRA Holder has Exchanged all of its Units as of the Early Termination Effective Date.

ARTICLE V.
SUBORDINATION AND LATE PAYMENTS

Section 5.1 Subordination. Notwithstanding any other provision of this Agreement to the contrary, any Tax Benefit Payment required to be made by PubCo to the TRA Holders under this Agreement shall rank subordinate and junior in right of payment to any principal, interest, or other amounts due and payable in respect of any obligations owed in respect of secured or unsecured indebtedness for borrowed money of PubCo and its Subsidiaries ("Senior Obligations") and shall rank pari passu in right of payment with all current or future unsecured obligations of PubCo that are not Senior Obligations. To the extent that any payment under this Agreement is not permitted to be made at the time payment is due as a result of this Section 5.1 and the terms of the agreements governing Senior Obligations, such payment obligation nevertheless shall accrue for the benefit of the TRA Holders and PubCo shall make such

payments at the first opportunity that such payments are permitted to be made in accordance with the terms of the Senior Obligations. Notwithstanding any other provision of this Agreement to the contrary, to the extent that PubCo or any of its Affiliates enters into future Tax receivable or other similar agreements ("Future TRAs"), PubCo shall ensure that the terms of any such Future TRA shall provide that the Tax Attributes subject to this Agreement are considered senior in priority to any Tax attributes subject to any such Future TRA for purposes of calculating the amount and timing of payments under any such Future TRA.

Section 5.2 Late Payments by PubCo. The amount of all or any portion of any Tax Benefit Payment or Early Termination Payment not made to the TRA Holders when due under the terms of this Agreement, whether as a result of Section 5.1 or otherwise, shall be payable together with any interest thereon, computed at the Default Rate and commencing from the date on which such Tax Benefit Payment or Early Termination Payment was first due and payable to the date of actual payment.

ARTICLE VI.
TAX MATTERS; CONSISTENCY; COOPERATION

Section 6.1 Participation in the Corporation's and the LLC's Tax Matters. Except as otherwise provided herein, the Corporation shall have full responsibility for, and sole discretion over, all Tax matters concerning the Corporation and the LLC, including without limitation the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to Taxes. Notwithstanding the foregoing, PubCo (i) shall notify the TRA Holder Representatives of, and keep the TRA Holder Representatives reasonably informed with respect to, the portion of any audit, examination, or any other administrative or judicial proceeding (a "Tax Proceeding") of the Corporation, the LLC, or any of the LLC's Subsidiaries by a Taxing Authority the outcome of which is reasonably expected to materially and adversely affect the rights and obligations of the TRA Holders under this Agreement, (ii) shall provide the TRA Holder Representatives with reasonable opportunity to provide information and other input to the Corporation, the LLC and their respective advisors concerning the conduct of any such portion of a Tax Proceeding, and (iii) shall not enter into any settlement with respect to any such portion of a Tax Proceeding that could have a material effect on the TRA Holders' rights (including the right to receive payments) under this Agreement without the written consent of the TRA Holder Representatives, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that the Corporation and the LLC shall not be required to take any action, or refrain from taking any action, that is inconsistent with any provision of the LLC Agreement; provided, further, that, notwithstanding anything to the contrary contained herein, the Corporation shall prepare, file, and/or amend all Tax Returns in accordance with applicable law (including with respect to the calculation of taxable income and any calculations required to be made under this Agreement) and nothing in this Agreement shall prevent the TRA Holder Representatives from disputing such Tax matters in accordance with Section 7.9.

Section 6.2 Consistency. The Corporation and the TRA Holders agree to report and cause to be reported for all purposes, including U.S. federal, state and local Tax purposes and financial reporting purposes, all Tax-related items (including, without limitation, the Basis Adjustments and each Tax Benefit Payment) in a manner consistent with that contemplated by this Agreement or specified by PubCo in any Schedule required to be provided by or on behalf of PubCo under

this Agreement unless otherwise required by law. PubCo shall (and shall cause the LLC and its other Subsidiaries to) use commercially reasonable efforts (for the avoidance of doubt, taking into account the interests and entitlements of all TRA Holders under this Agreement) to defend the Tax treatment contemplated by this Agreement and any Schedule in any audit, contest or similar proceeding with any Taxing Authority.

Section 6.3 Cooperation. Each TRA Holder shall (i) furnish to PubCo in a timely manner such information, documents and other materials as PubCo may reasonably request for purposes of making any determination or computation necessary or appropriate under or with respect to this Agreement, preparing any Tax Return or contesting or defending any audit, examination or controversy with any Taxing Authority, or estimating any future Tax Benefit Payments hereunder, (ii) make itself available to PubCo and its representatives to provide explanations of documents and materials and such other information as may be reasonably requested in connection with any of the matters described in clause (i) above, and (iii) reasonably cooperate in connection with any such matter and PubCo shall reimburse any TRA Holder for any reasonable and documented out-of-pocket costs and expenses incurred pursuant to this Section 6.3. Upon the request of any TRA Holder Representative, PubCo shall cooperate in taking any action reasonably requested by such TRA Holder Representative in connection with a TRA Holder's tax or financial reporting and/or the consummation of any assignment or transfer of any of a TRA Holder's rights and/or obligations under this Agreement, including without limitation, providing any information or executing any documentation.

ARTICLE VII.
MISCELLANEOUS

Section 7.1 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax, by electronic mail (delivery receipt requested) or by certified or registered mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be as specified in a notice given in accordance with this Section 7.1). All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to PubCo, to:

Definitive Healthcare Corp.
550 Cochituate Rd
Framingham, MA 01701
Telephone: (508) 720-4224
Attn: David M. Samuels
E-mail: dsamuels@definitivehc.com

with a copy (which shall not constitute notice to PubCo) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue

New York, NY 10153
Attn: Alexander D. Lynch; Barbra J. Broudy; Marilyn French Shaw
E-mail: alex.lynch@weil.com; barbra.broudy@weil.com; marilynfrench.shaw@weil.com

If to the Advent Funds:

Advent International Corporation
Prudential Tower
800 Boylston Street
Boston, MA 02110
Attn: Lauren Young; James Westra
Email: lyoung@adventinternational.com; jwestra@adventinternational.com

with a copy (which shall not constitute notice to the Advent Funds) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attn: Alexander D. Lynch; Barbra J. Broudy
E-mail: alex.lynch@weil.com; barbra.broudy@weil.com

If to the 22C Funds:

22C Capital LLC
7900 Glades Road, Suite 540
Boca Raton, FL 33434
Attn: Eric Edell
E-mail: eje@22ccapital.com

If to the Spectrum Funds:

One International Place, 35th Floor
Boston MA 02110
E-mail: Chris@spectrumequity.com; Jeff@spectrumequity.com

Any Party may change its address, fax number or e-mail address by giving each of the other Parties written notice thereof in the manner set forth above.

Section 7.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 7.3 Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral,

among the Parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware, without regard to the conflicts of laws principles thereof that would mandate the application of the laws of another jurisdiction.

Section 7.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 7.6 Assignments; Amendments; Successors; No Waiver.

(a) Assignment. Each TRA Holder may assign, sell, pledge, or otherwise alienate or transfer any interest in this Agreement, including the right to receive any Tax Benefit Payments under this Agreement, to any Person; provided such Person executes and delivers a Joinder agreeing to succeed to the applicable portion of such TRA Holder's interest in this Agreement and to become a Party for all purposes of this Agreement, except as otherwise provided in such Joinder (the "Joinder Requirement").

(b) Amendments. No provision of this Agreement may be amended unless such amendment is approved in writing by each of PubCo, and by the TRA Holders who would be entitled to receive at least two-thirds of the total amount of the Early Termination Payments payable to all TRA Holders hereunder if PubCo had exercised its right of early termination on the date of the most recent Exchange prior to such amendment (excluding, for purposes of this sentence, all payments made to any TRA Holder pursuant to this Agreement since the date of such most recent Exchange); provided, that no such amendment shall be effective if such amendment will have a disproportionate effect on the payments one or more TRA Holders would be entitled to receive under this Agreement unless such amendment is consented in writing by such TRA Holders disproportionately affected who would be entitled to receive at least two- thirds of the total amount of the Early Termination Payments payable to all TRA Holders disproportionately affected hereunder if PubCo had exercised its right of early termination on the date of the most recent Exchange prior to such amendment (excluding, for purposes of this sentence, all payments made to any TRA Holder pursuant to this Agreement since the date of such most recent Exchange). No provision of this Agreement may be waived unless such waiver is in writing and signed by the Party against whom the waiver is to be effective.

(c) Successors. Except as provided in Section 7.6(a), all of the terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the Parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives. PubCo shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of PubCo, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that PubCo would be required to perform if no such succession had taken place.

(d) Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

Section 7.7 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 7.8 Consent to Jurisdiction; Waiver of Jury Trial.

(a) Each party hereby irrevocably submits to the jurisdiction of the United States District Court for the State of Delaware and the state courts of the State of Delaware for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each party hereto further agrees that service of any process, summons, notice or document by United States certified or registered mail (in each such case, prepaid return receipt requested) to such party's respective address set forth in the Company's books and records or such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party shall be effective service of process in any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each party hereby waives, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to personal jurisdiction or to the laying of venue of any such ancillary suit, action or proceeding brought in the United States District Court for the State of Delaware and the state courts located in the State of Delaware and the parties agree not to plead or claim the same.

(b) Waiver of Jury Trial. Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. Therefore, to achieve the best combination of the benefits of the judicial system and of arbitration, each party to this agreement (including the Company) hereby waives all rights to trial by jury in any action or proceeding brought to resolve any dispute between or among any of the parties hereto, whether arising in contract, tort, or otherwise, arising out of, connected with, related or incidental to this agreement, the transactions contemplated hereby and/or the relationships established among the parties hereunder.

Section 7.9 Reconciliation. In the event that PubCo and any TRA Holder Representative are unable to resolve a disagreement with respect to the matters governed by Sections 2.4 and 4.2,

within the relevant time period designated in this Agreement (a "Reconciliation Dispute"), the Reconciliation Dispute shall be submitted for determination to a nationally recognized expert (the "Expert") in the particular area of disagreement mutually acceptable to both Parties. The Expert shall be a partner or principal in a nationally recognized accounting firm, and unless PubCo and such TRA Holder Representative agree otherwise, the Expert shall not, and the firm that employs the Expert shall not, have any material relationship with PubCo or such TRA Holder Representative or other actual or potential conflict of interest. If the Parties are unable to agree on an Expert within fifteen (15) calendar days of receipt by the respondent(s) of written notice of a Reconciliation Dispute, the Expert shall be appointed by the International Chamber of Commerce Centre for Expertise. The Expert shall resolve any matter relating to the Attribute Schedule or an amendment thereto or the Early Termination Schedule or an amendment thereto within thirty (30) calendar days and shall resolve any matter relating to a Tax Benefit Schedule or an amendment thereto within fifteen (15) calendar days or as soon thereafter as is reasonably practicable, in each case after the matter has been submitted to the Expert for resolution. Notwithstanding the preceding sentence, if the matter is not resolved before any payment that is the subject of a disagreement would be due (in the absence of such disagreement) or any Tax Return reflecting the subject of a disagreement is due, the undisputed amount shall be paid on the date prescribed by this Agreement and such Tax Return may be filed as prepared by the Corporation, subject to adjustment or amendment upon resolution. The costs and expenses relating to the engagement of such Expert or amending any Tax Return shall be borne by PubCo except as provided in the next sentence. PubCo and the TRA Holder Representative shall bear their own costs and expenses of such proceeding, unless (i) the Expert adopts the TRA Holder Representative's position, in which case PubCo shall reimburse the TRA Holder Representative for any reasonable and documented out-of-pocket costs and expenses in such proceeding, or (ii) the Expert adopts the Corporation's position, in which case the TRA Holder Representative shall reimburse PubCo for any reasonable and documented out-of-pocket costs and expenses in such proceeding. Any dispute as to whether a dispute is a Reconciliation Dispute within the meaning of this Section 7.9 shall be decided by the Expert. The Expert shall finally determine any Reconciliation Dispute and the determinations of the Expert pursuant to this Section 7.9 shall be binding on the Corporation and the TRA Holders and may be entered and enforced in any court having competent jurisdiction.

Section 7.10 Withholding. PubCo and its affiliates and representatives shall be entitled to deduct and withhold from any payment that is payable to any TRA Holder pursuant to or with respect to this Agreement such amounts as PubCo is required to deduct and withhold with respect to the making of such payment under the Code or any provision of U.S. state, local or foreign Tax law; provided that, prior to deducting or withholding any such amounts, PubCo shall notify the applicable TRA Holder Representative and shall consult in good faith with such TRA Holder Representative regarding the basis for such deduction or withholding. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid by PubCo to the relevant TRA Holder. To the extent that any payment pursuant to this Agreement is not reduced by such deductions or withholdings, such recipient shall indemnify the applicable withholding agent for any amounts imposed by any Taxing Authority together with any costs and expenses related thereto. Each TRA Holder shall promptly provide PubCo, the LLC or other applicable withholding agent with any applicable Tax forms and certifications (including IRS Form W-9 or the applicable version of IRS Form W-8) reasonably requested by PubCo in connection with

determining whether any such deductions and withholdings are required under the Code or any provision of U.S. state, local or foreign Tax law.

Section 7.11 Admission of PubCo into a Consolidated Group; Transfers of Corporate Assets.

(a) If PubCo is or becomes a member of an affiliated or consolidated group of corporations that files a consolidated income Tax Return pursuant to Section 1501 or other applicable Sections of the Code governing affiliated or consolidated groups, or any corresponding provisions of U.S. state or local law, then: (i) the provisions of this Agreement shall be applied with respect to the group as a whole; and (ii) Tax Benefit Payments, Early Termination Payments, and other applicable items hereunder shall be computed with reference to the consolidated taxable income of the group as a whole.

(b) If the Corporation (or any member of a group described in Section 7.11(a)) transfers or is deemed to transfer any Unit or any Reference Asset to a transferee that is treated as a corporation for U.S. federal income tax purposes (other than a member of a group described in Section 7.11(a)) in a transaction in which the transferee's basis in the property acquired is determined in whole or in part by reference to such transferor's basis in such property, then PubCo shall cause such transferee to assume the obligation to make payments hereunder with respect to the applicable Tax Attributes associated with any Reference Asset or interest therein acquired (directly or indirectly) in such transfer (taking into account any gain recognized in the transaction) in a manner consistent with the terms of this Agreement as the transferee (or one of its Affiliates) actually realizes Tax benefits from the Tax Attributes. If the LLC transfers (or is deemed to transfer for U.S. federal income tax purposes) any Reference Asset to a transferee that is treated as a corporation for U.S. federal income tax purposes (other than a member of a group described in Section 7.11(a)) in a transaction in which the transferee's basis in the property acquired is determined in whole or in part by reference to such transferor's basis in such property, then for purposes of calculating payments under this Agreement, the LLC shall be treated as having disposed of the Reference Asset in a wholly taxable transaction. The consideration deemed to be received by the LLC in a transaction contemplated in the prior sentence shall be equal to the fair market value of the deemed transferred asset, plus, to the extent applicable, the amount of any debt that would increase the transferor's "amount realized" for U.S. federal income tax purposes in connection with such transfer, in the case of a transfer of an encumbered asset (including an interest in an entity classified for U.S. federal income tax purposes as a partnership which has debt outstanding). If any member of a group described in Section 7.11(a) that owns any Unit deconsolidates from the group (or the Corporation deconsolidates from the group), then PubCo shall cause such member (or the parent of the consolidated group in a case where the Corporation deconsolidates from the group) to assume the obligation to make payments hereunder with respect to the applicable Tax Attributes associated with any Reference Asset it owns (directly or indirectly) in a manner consistent with the terms of this Agreement as the member (or one of its Affiliates) actually realizes Tax benefits. If a transferee or a member of a group described in Section 7.11(a) assumes an obligation to make payments hereunder pursuant to either of the foregoing sentences, then the initial obligor is relieved of the obligation assumed.

(c) If the Corporation (or any member of a group described in Section 7.11(a)) transfers (or is deemed to transfer for U.S. federal income tax purposes) any Unit in a transaction that is wholly

or partially taxable, then for purposes of calculating payments under this Agreement, the LLC shall be treated as having disposed of the portion of any Reference Asset that is indirectly transferred by the Corporation (i.e., taking into account the number of Units transferred) in a wholly or partially taxable transaction in which all income, gain or loss is allocated to the Corporation. The consideration deemed to be received by the LLC shall be equal to the fair market value of the deemed transferred asset, plus, to the extent applicable, the amount of debt that would increase the transferor's "amount realized" for U.S. federal income tax purposes in connection with such transfer, in the case of a transfer of an encumbered asset (including an interest in an entity classified for U.S. federal income tax purposes as a partnership which has debt outstanding).

Section 7.12 Confidentiality. Subject to the last sentence of Section 6.3, each TRA Holder and its assignees acknowledges and agrees that the information of PubCo and its Affiliates is confidential and, except in the course of, and to the extent reasonably required in connection with, performing any duties as necessary for PubCo and its Affiliates or as required by law or legal process (in which case, the TRA Holder shall provide prompt written notice of such requirement to PubCo) or to enforce the terms of this Agreement, such Person shall keep and retain in the strictest confidence and not disclose to any Person any confidential matters or confidential information, acquired pursuant to this Agreement, of PubCo and its Affiliates and successors, whether learned by any TRA Holder heretofore or hereafter. This Section 7.12 shall not apply to (i) any information that has been made publicly available by PubCo or any of its Affiliates, becomes public knowledge (except as a result of an act of any TRA Holder in violation of this Agreement) or is generally known to the business community, (ii) the disclosure of information to the extent necessary for a TRA Holder to prosecute or defend claims arising under or relating to this Agreement, and (iii) the disclosure of information to the extent necessary for a TRA Holder to prepare and file its Tax Returns, to respond to any inquiries regarding the same from any Taxing Authority or to prosecute or defend any action, proceeding or audit by any Taxing Authority with respect to such Tax Returns. Notwithstanding anything to the contrary herein, each TRA Holder and each of their assignees (and each employee, representative or other agent of the TRA Holder or its assignees, as applicable) may disclose to any and all Persons, without limitation of any kind, the Tax treatment and Tax structure of PubCo, the LLC and their Affiliates, and any of their transactions, and all materials of any kind (including opinions or other Tax analyses) that are provided to the TRA Holder relating to such Tax treatment and Tax structure. If a TRA Holder or an assignee commits a breach, or threatens to commit a breach, of any of the provisions of this Section 7.12, PubCo shall have the right and remedy to have the provisions of this Section 7.12 specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to PubCo or any of its Subsidiaries and that money damages alone shall not provide an adequate remedy to such Persons. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

Section 7.13 Change in Law. Notwithstanding anything herein to the contrary, if, as a result of or, in connection with an actual or proposed change in law, a TRA Holder reasonably believes that the existence of this Agreement could cause income (other than income arising from receipt of a payment under this Agreement) recognized by such TRA Holder (or direct or indirect equity holders in such TRA Holder) in connection with any Exchange to be treated as ordinary income

(other than with respect to so called hot assets, as described in Section 751(a) of the Code) rather than capital gain (or otherwise taxed at ordinary income rates) for U.S. federal income tax purposes or would have other material adverse Tax consequences to such TRA Holder or any direct or indirect owner of such TRA Holder, then at the written election of such TRA Holder in its sole discretion (in an instrument signed by such TRA Holder and delivered to PubCo) and to the extent specified therein by such TRA Holder, (i) this Agreement shall cease to have further effect with respect to such TRA Holder, (ii) shall not apply to an Exchange with respect to such TRA Holder occurring after a date specified by such TRA Holder, or (iii) may be amended by the Parties in a manner reasonably determined by such TRA Holder and PubCo as it relates to such TRA Holder, provided that such amendment shall not result in an increase in or acceleration of any payments owed by PubCo under this Agreement at any time as compared to the amounts and times of payments that would have been due in the absence of such amendment.

Section 7.14 Independent Nature of Rights and Obligations. The rights and obligations of each TRA Holder hereunder are several and not joint with the rights and obligations of any other Person. A TRA Holder shall not be responsible in any way for the performance of the obligations of any other Person hereunder, nor shall a TRA Holder have the right to enforce the rights or obligations of any other Person hereunder (other than PubCo). The obligations of a TRA Holder hereunder are solely for the benefit of, and shall be enforceable solely by, PubCo. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any TRA Holder pursuant hereto or thereto, shall be deemed to constitute the TRA Holders acting as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the TRA Holders are in any way acting in concert or as a group with respect to such rights or obligations or the transactions contemplated hereby, and PubCo acknowledges that the TRA Holders are not acting in concert or as a group and will not assert any such claim with respect to such rights or obligations or the transactions contemplated hereby.

Section 7.15 TRA Holder Representative. By executing this Agreement, each of the TRA Holders shall be deemed to have irrevocably constituted their respective TRA Holder Representative as his, her or its agent and attorney in fact with full power of substitution to act from and after the date hereof and to do any and all things and execute any and all documents on behalf of such TRA Holders which may be necessary, convenient or appropriate to facilitate any matters under this Agreement, including but not limited to: (i) execution of the documents and certificates required pursuant to this Agreement; (ii) except to the extent specifically provided in this Agreement receipt and forwarding of notices and communications pursuant to this Agreement; (iii) administration of the provisions of this Agreement; (iv) any and all consents, waivers, amendments or modifications deemed by the respective TRA Holder Representative, in its sole and absolute discretion, to be necessary or appropriate under this Agreement and the execution or delivery of any documents that may be necessary or appropriate in connection therewith; (v) amending this Agreement or any of the instruments to be delivered to PubCo pursuant to this Agreement; (vi) taking actions the TRA Holder Representatives are expressly authorized to take pursuant to the other provisions of this Agreement; (vii) negotiating and compromising, on behalf of such TRA Holders, any dispute that may arise under, and exercising or refraining from exercising any remedies available under, this Agreement or any other agreement contemplated hereby and executing, on behalf of such TRA Holders, any settlement agreement, release or other document with respect to such dispute or remedy; and (viii) engaging attorneys, accountants, agents or consultants on behalf of such TRA Holders in connection with

this Agreement or any other agreement contemplated hereby and paying any fees related thereto. A TRA Holder Representative may resign upon thirty (30) days' written notice to PubCo. All reasonable, documented out-of-pocket costs and expenses incurred by a TRA Holder Representative in its capacity as such shall be promptly reimbursed by PubCo upon invoice and reasonable support therefor by such TRA Holder Representative. To the fullest extent permitted by law, none of the TRA Holder Representatives, any of their Affiliates, or any of the TRA Holder Representatives' or Affiliate's directors, officers, employees or other agents (each a "Covered Person") shall be liable, responsible or accountable in damages or otherwise to any TRA Holder, the LLC or PubCo for damages arising from any action taken or omitted to be taken by such TRA Holder Representative or any other Person with respect to the LLC or PubCo, except in the case of any action or omission which constitutes, with respect to such Person, willful misconduct or fraud. Each of the Covered Persons may consult with legal counsel, accountants, and other experts selected by it, and any act or omission suffered or taken by it on behalf of the LLC or PubCo or in furtherance of the interests of the LLC or PubCo in good faith in reliance upon and in accordance with the advice of such counsel, accountants, or other experts shall create a rebuttable presumption of the good faith and due care of such Covered Person with respect to such act or omission; provided, that such counsel, accountants, or other experts were selected with reasonable care. Each of the Covered Persons may rely in good faith upon, and shall have no liability to the LLC, PubCo or the TRA Holders for acting or refraining from acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

Signature Page Follows This Page

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Agreement as of the date first written above.

PubCo:

DEFINITIVE HEALTHCARE CORP.

By: /s/ Jason Krantz
Name: Jason Krantz
Title: President and Chief Executive Officer

THE LLC:

AIDH TOPCO, LLC

By: /s/ Jason Krantz
Name: Jason Krantz
Title: President and Chief Executive Officer

[*Signature Page to Tax Receivable Agreement*]

TRA HOLDERS:

/s/ Jason Krantz

Jason Krantz

[*Signature Page to Tax Receivable Agreement*]

Signed and delivered on behalf of each of the following persons on an individual basis:
Allastair Meffen
Alys Reynder Scott
Andrew Nelson
Catherine Wright
Dave Courville
Dave Peisach
David Kronfeld
David Thornton
Jason Mitchell
John Macek
Julie Moore
Kevin P. Shone
Kurt Anderson
Mark Haddad Echelon 2017, LP
Patrick Roberts
Robert Gleavy
Stefan Evers
Todd Bellemare
Tom Spencer
Anderson Lavor
Bauerle Lars
Björn Carlsson
Brian Harper
Chris Marcogliese
Christopher Brooks
Elizabeth McCann
Erin Moxley
Evan Cox
Gregg Vincent
Guy Bowman
Henrik Alburg
Jake Christman
Janet Carlisle
Jason Reynolds
Jordan McAdams
Justin Steinman
Keegan Hellweg
Ken Cote
Laine Lovell
Maggie Fortune
Marc Delaronde
Marissa Peoples

Mark Schroeder
Matthew Martocci
Michelle Liro
Naveen Hariprasad
Nils-Johan Hult
Oskar Thornblad
Paul Bolick
Paula
Randy Wambold
Robert Groebel
Robin Priddis
Ryan Sowers
Scott Oberlink
Steve Aubertin
Steve Carr
Thomas Baker
Thomas Cribben
Tina Christopher
Tom Jordan
Tom Middleton
Tom Penque
Jill Larsen
Digital HR LLC
Robert W. Musslewhite
Robert Musslewhite 2014 Family Trust
Kate Shamsuddin
Joseph Mirisola
David Samuels
Richard Booth
Samuel Allen Hamood Trust U/A 8/27/2010
Michael Liu
MHDH USA Inc.
Paula Sjövall Boultbee
Joseph F Donahue
Joseph H Donahue
Christopher
Keep Enterprises LLC
Lars Bauerle
Andrew H. Palmer

acting by each of their lawfully appointed attorney

/s/ Jason Krantz

Jason Krantz

[*Signature Page to Tax Receivable Agreement*]

ADVENT INTERNATIONAL GPE IX LIMITED PARTNERSHIP
ADVENT INTERNATIONAL GPE IX-B LIMITED PARTNERSHIP
ADVENT INTERNATIONAL GPE IX-C LIMITED PARTNERSHIP
ADVENT INTERNATIONAL GPE IX-F LIMITED PARTNERSHIP
ADVENT INTERNATIONAL GPE IX-G LIMITED PARTNERSHIP
ADVENT INTERNATIONAL GPE IX-H LIMITED PARTNERSHIP
ADVENT INTERNATIONAL GPE IX-I LIMITED PARTNERSHIP

By: GPE IX GP Limited Partnership, its General Partner
By: Advent International GPE IX, LLC, its General Partner
By: Advent International Corporation, its Manager

By: /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

ADVENT PARTNERS GPE IX LIMITED PARTNERSHIP
ADVENT PARTNERS GPE IX-A LIMITED PARTNERSHIP
ADVENT PARTNERS GPE IX-A CAYMAN LIMITED PARTNERSHIP
ADVENT PARTNERS GPE IX-B CAYMAN LIMITED PARTNERSHIP
ADVENT PARTNERS GPE IX CAYMAN LIMITED PARTNERSHIP

By: AP GPE IX GP Limited Partnership, its General Partner
By: Advent International GPE IX, LLC, its General Partner
By: Advent International Corporation, its Manager

By: /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

ADVENT INTERNATIONAL GPE IX-A SCSP
ADVENT INTERNATIONAL GPE IX-D SCSP
ADVENT INTERNATIONAL GPE IX-E SCSP
ADVENT PARTNERS GPE IX STRATEGIC INVESTORS SCSP

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

/s/ Justin Nuccio
Justin Nuccio, Manager

By: /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

ADVENT GLOBAL TECHNOLOGY LIMITED PARTNERSHIP
ADVENT GLOBAL TECHNOLOGY-B LIMITED PARTNERSHIP
ADVENT GLOBAL TECHNOLOGY-C LIMITED PARTNERSHIP
ADVENT GLOBAL TECHNOLOGY-D LIMITED PARTNERSHIP

By: Advent Global Technology GP Limited Partnership, its General Partner
By: Advent Global Technology LLC, its General Partner
By: Advent International Corporation, its Manager

By: /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

ADVENT GLOBAL TECHNOLOGY-A SCSP

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

/s/ Justin Nuccio
Justin Nuccio, Manager

By: /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

ADVENT PARTNERS AGT CAYMAN LIMITED PARTNERSHIP
ADVENT PARTNERS AGT LIMITED PARTNERSHIP
ADVENT PARTNERS AGT-A LIMITED PARTNERSHIP
ADVENT GLOBAL TECHNOLOGY STRATEGIC INVESTORS LIMITED PARTNERSHIP

By: AP AGT GP Limited Partnership, its General Partner
By: Advent Global Technology LLC, its General Partner
By: Advent International Corporation, its Manager

By: /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

SUNLEY HOUSE CAPITAL MASTER LIMITED PARTNERSHIP

By: Sunley House Capital GP LP, its General Partner
By: Sunley House Capital GP LLC, its General Partner

By: /s/ James Westra

Name: James Westra

Title: Authorized Signatory

[*Signature Page to Tax Receivable Agreement*]

SE VII DHC AIV, L.P.

By: Spectrum Equity Associates VII, L.P., its General Partner
By: SEA VII Management, LLC, its
General Partner

By: /s/ Christopher Mitchell
Name: Christopher Mitchell
Title: Managing Director

SPECTRUM VII INVESTMENT MANAGERS' FUND, L.P.

By: SEA VII Management, LLC, its General Partner

By: /s/ Christopher Mitchell
Name: Christopher Mitchell
Title: Managing Director

SPECTRUM VII CO-INVESTMENT FUND, L.P.

By: SEA VII Management, LLC,
its General Partner

By: /s/ Christopher Mitchell
Name: Christopher Mitchell
Title: Managing Director

22C CAPITAL I-A, L.P.

By: 22C Capital GP I, L.L.C., its General Partner
By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn
Name: David Randall Winn
Title: Member

By: /s/ Eric J. Edell
Name: Eric J. Edell
Title: Member

22C CAPITAL I, L.P.

By: 22C Capital GP I, L.L.C., its General Partner
By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn
Name: David Randall Winn
Title: Member

By: /s/ Eric J. Edell
Name: Eric J. Edell
Title: Member

[*Signature Page to Tax Receivable Agreement*]

22C CAPITAL I-A, L.P.

By: 22C Capital GP I, L.L.C., its General Partner

By: 22C Capital GP I MM LLC, its Managing Member

By: /s/ David Randall Winn

Name: David Randall Winn

Title: Member

By: /s/ Eric J. Edell

Name: Eric J. Edell

Title: Member

[*Signature Page to Tax Receivable Agreement*]

Exhibit A

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT, dated as of , 20 (this "Joinder"), is delivered pursuant to that certain Tax Receivable Agreement, dated as of September 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Tax Receivable Agreement") by and among Definitive Healthcare Corp., a Delaware corporation ("PubCo"), AIDH TopCo, LLC, a Delaware limited liability company (the "LLC"), each of the TRA Holders from time to time party thereto. Capitalized terms used but not otherwise defined herein have the respective meanings set forth in the Tax Receivable Agreement.

1. Joinder to the Tax Receivable Agreement. Upon the execution of this Joinder by the undersigned and delivery hereof to PubCo, the undersigned hereby is and hereafter will be a TRA Holder under the Tax Receivable Agreement and a Party thereto, with all the rights, privileges and responsibilities of a TRA Holder thereunder. The undersigned hereby agrees that it shall comply with and be fully bound by the terms of the Tax Receivable Agreement as if it had been a signatory thereto as of the date thereof.
2. Incorporation by Reference. All terms and conditions of the Tax Receivable Agreement are hereby incorporated by reference in this Joinder as if set forth herein in full.
3. Address. All notices under the Tax Receivable Agreement to the undersigned shall be direct to:

[Name] [Address]
[City, State, Zip Code] Attn:
Facsimile:
E-mail:

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Joinder as of the day and year first above written.

[NAME OF NEW PARTY]

By: _____
Name:
Title:

Acknowledged and agreed
as of the date first set forth above:
DEFINITIVE HEALTHCARE CORP.

By: _____
Name:
Title:

Exhibit 10.11

NOMINATING AGREEMENT

This Nominating Agreement (this "Agreement"), dated as of September 17, 2021, by and among Definitive Healthcare Corp., a Delaware corporation (the "Company"), and Advent International GPE IX Limited Partnership ("Advent").

WHEREAS, the Company has determined that it is in its best interests to effect an initial public offering ("IPO") of shares of its Class A common stock, par value $0.001 per share (together with the Company's Class B common stock, par value $0.00001 per share, the "Common Stock");

WHEREAS, in connection with the IPO, the Company and Advent desire to enter into this Agreement setting forth certain rights and obligations with respect to the shares of Common Stock owned by Advent and its Affiliates; and

WHEREAS, it is contemplated that as of the consummation of the IPO, the Board of Directors of the Company (the "Board of Directors") will consist of ten (10) directors.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

(a) "Affiliate" has the meaning given to that term in Rule 12b-2 under the Securities Exchange Act of 1934, as amended.

(b) " Advent Designee" shall mean any person nominated at any time and from time to time by Advent pursuant to Section 2 to serve on the Board of Directors.

(c) "Beneficial Owner" has the meaning given to that term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

(d) "By-Laws" means the Amended and Restated By-Laws of the Company, as may be amended, restated or otherwise modified from time to time.

SECTION 2. Board Representation.

(a) So long as Advent and/or its Affiliates are the Beneficial Owner of at least 21.5% of the total number of shares of Common Stock outstanding at any time, the Company shall support the nomination of, and take all necessary actions within its control to cause the Board of Directors to include in the slate of nominees recommended to the Company's stockholders for election as directors of the Company, two (2) persons designated by Advent.

(b) After such time as Advent and/or its Affiliates are no longer the Beneficial Owner of at least 21.5% of the total number of shares of Common Stock, but so long as Advent

and/or its Affiliates are the Beneficial Owner of at least 5% of the total number of shares of Common Stock outstanding at any time, the Company shall support the nomination of, and take all necessary actions within its control to cause the Board of Directors to include in the slate of nominees recommended to the Company's stockholders for election as directors of the Company, one (1) person designated by Advent.

(c) So long as Advent and/or its Affiliates are the Beneficial Owner of at least 5% of the total number of shares of Common Stock outstanding at any time, the Company shall, and take all necessary actions within its control to cause the Board of Directors to, fill any vacancy of an Advent Designee arising through the death, resignation or removal to be filled by a person designated by Advent and such person so chosen shall hold office until the next annual election and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

(d) Notwithstanding the provisions of this Section 2, Advent shall not be entitled to designate any person as a nominee to the Board of Directors if the Company receives a written opinion of its outside legal counsel, which shall be a counsel of national reputation, that such person would not be qualified under any applicable law, rule or regulation, rule of the Nasdaq Global Market or the By-Laws to serve as a director of the Company. Other than for the reasons set forth in the preceding sentence, the Company shall not have the right to object to any Advent Designee. The Company shall notify Advent in writing of the date on which proxy materials are expected to be mailed by the Company in connection with an election of directors (and such notice shall be delivered to Advent at least 30 days prior to such expected mailing date). The Company shall notify Advent of any objection to an Advent Designee pursuant to this Section 2(d) sufficiently in advance of the date on which such proxy materials are to be mailed by the Company in connection with such election of directors so as to enable Advent to propose a replacement Advent Designee in accordance with the terms of this Agreement.

(e) The Company shall pay all reasonable out-of-pocket expenses incurred by any Advent Designee in connection with the performance of his or her duties as a director and in connection with his or her attendance at any meeting of the Board of Directors.

(f) So long as Advent has the right to nominate an Advent Designee or any such Advent Designee is serving on the Board of Directors, the Company shall use its reasonable best efforts to maintain in effect at all times directors and officers indemnity insurance coverage reasonably satisfactory to Advent.

(g) The Company recognizes that each Advent Designee (i) will from time to time receive non-public information concerning the Company, and (ii) may share such information with directors, officers, members, stockholders, partners, employees or advisors of Advent International Corporation on a confidential basis. The Company hereby irrevocably consents to such sharing of such information on a confidential basis. Advent agrees that it will keep confidential and not disclose or divulge any confidential information regarding the Company it receives from the Company or a Advent Designee, unless such information (x) is available or becomes available to the public in general or (y) is or has been made known or disclosed to Advent by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that Advent may disclose confidential information on a confidential basis (I)

to its Affiliates (other than portfolio companies), (II) to each of its and its Affiliate's (other than portfolio companies) attorneys, accountants, consultants, advisors and other professionals to the extent necessary to obtain their services in connection with evaluating the information, or (III) as may be required by law or legal, judicial or regulatory process or requested by any regulatory or self-regulatory authority or examiner, provided, further, that Advent shall take reasonable steps to minimize the extent of any required disclosure described in this clause (f), including, with respect to clause (g)(III), providing the Company with prompt written notice so that the Company may seek a protective order at the Company's expense or other appropriate remedy and cooperating with the Company in any effort to obtain a protective order or other remedy.

Notwithstanding the provisions of this Section 2, the Company shall not be required to take any action which it reasonably believes is unlawful, and the Company shall be allowed to take any action the omission of which it reasonably believes would be unlawful.

SECTION 3. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflicts of laws.

(b) Certain Adjustments. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all shares of capital stock of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for, or in substitution for the shares of Common Stock, by combination, recapitalization, reclassification, merger, consolidation or otherwise and the term "Common Stock" shall include all such other securities. In the event of any change in the capitalization of the Company, as a result of any stock split, stock dividend or stock combination or otherwise, the provisions of this Agreement shall be appropriately adjusted.

(c) Enforcement. The parties expressly agree that the provisions of this Agreement may be specifically enforced against each of the parties hereto in any court of competent jurisdiction.

(d) Successors and Assigns. Except as otherwise provided herein, the provisions hereof, including without limitation the nomination rights and other rights set forth Section 2, shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto.

(e) Entire Agreement. This Agreement, together with the By-Laws, constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior oral or written (and all contemporaneous oral) agreements or understandings with respect to the subject matter hereof. In the event of a conflict between the By-Laws and this Agreement, the provisions of the By-Laws shall control.

(f) Notices, etc. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, return receipt requested, postage prepaid or otherwise delivered by hand, messenger or e-mail, addressed:

if to Advent:

c/o Advent International Corporation,
Prudential Tower,
800 Boylston Street
Boston, Massachusetts 02199
Attention: Lauren Young and James Westra
E-mail: lyoung@adventinternational.com; jwestra@adventinternational.com

if to the Company:

550 Cochituate Rd
Framingham, Massachusetts 01701
Attention: Chief Legal Officer
E-mail: dsamuels@definitivehc.com

or at such other address as the Company or Advent shall have furnished to the other in writing.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or as having been given when delivered, if delivered by hand or by messenger (or overnight courier), 24 hours after confirmed receipt if sent by e-mail transmission or at the earlier of its receipt or on the fifth day after mailing, if mailed, as aforesaid.

(g) Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party hereto upon any breach or default of the Company under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereunder occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to any party, shall be cumulative and not alternative.

(h) Counterparts. This Agreement may be executed in any number of counterparts, including PDF copies thereof, each of which may be executed by less than all of the parties hereto, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

(i) Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(j) Amendments and Waivers. The provisions of this Agreement may be amended at any time and from time to time, and particular provisions of this Agreement may be

waived or modified, with and only with an agreement or consent in writing signed by the Company and Advent.

(k) Jurisdiction. The parties hereto irrevocably submit, in any legal action or proceeding relating to this Agreement, to the jurisdiction of the courts of the United States located in the State of Delaware or in any Delaware state court and consent that any such action or proceeding may be brought in such courts and waive any objection that they may now or hereafter have to the venue of such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum.

(l) Further Assurances. The parties agree to use their best efforts and act in good faith in carrying out their obligations under this Agreement. The parties also agree, without further consideration, to execute such further instruments and to take such further actions as may be necessary or desirable to carry out the purposes and intent of this Agreement.

(m) Enforcement. The parties expressly agree that the provisions of this Agreement may be specifically enforced against each of the parties hereto in any court of competent jurisdiction.

(n) Termination. Except with respect to Section 3(o), this Agreement shall automatically terminate at such time as Advent and its Affiliates no longer beneficially own at least 5% of the total number of shares of Common Stock outstanding.

(o) Logos; Marketing. The Company hereby grants Advent and its Affiliates permission to use the Company's name and logo in its marketing materials. The Company hereby grants Advent and its Affiliates a non-exclusive, royalty-free fully paid-up license to use the Company's trademarks and logos in connection with describing Advent's relationship with the Company.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

DEFINITIVE HEALTHCARE CORP.

By: /s/ Jason Krantz
Name: Jason Krantz
Title: President and Chief Executive Officer

ADVENT INTERNATIONAL GPE IX LIMITED PARTNERSHIP

By: GPE IX GP Limited Partnership, its General Partner

By: Advent International GPE IX, LLC, its General Partner

By: Advent International Corporation, its Manager

By: /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

[Signature Page to Advent Nominating Agreement]

Exhibit 10.12

NOMINATING AGREEMENT

This Nominating Agreement (this "Agreement"), dated as of September 17, 2021, by and among Definitive Healthcare Corp., a Delaware corporation (the "Company"), and SE VII DHC AIV, L.P. ("Spectrum").

WHEREAS, the Company has determined that it is in its best interests to effect an initial public offering ("IPO") of shares of its Class A common stock, par value $0.001 per share (together with the Company's Class B common stock, par value $0.00001 per share, the "Common Stock");

WHEREAS, in connection with the IPO, the Company and Spectrum desire to enter into this Agreement setting forth certain rights and obligations with respect to the shares of Common Stock owned by Spectrum and its Affiliates; and

WHEREAS, it is contemplated that as of the consummation of the IPO, the Board of Directors of the Company (the "Board of Directors") will consist of ten (10) directors.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

(a) "Affiliate" has the meaning given to that term in Rule 12b-2 under the Securities Exchange Act of 1934, as amended.

(b) "Spectrum Designee" shall mean any person nominated at any time and from time to time by Spectrum pursuant to Section 2 to serve on the Board of Directors.

(c) "Beneficial Owner" has the meaning given to that term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

(d) "By-Laws" means the Amended and Restated By-Laws of the Company, as may be amended, restated or otherwise modified from time to time.

SECTION 2. Board Representation.

(a) So long as Spectrum and/or its Affiliates are the Beneficial Owner of at least 5% of the total number of shares of Common Stock outstanding at any time, the Company shall support the nomination of, and take all necessary actions within its control to cause the Board of Directors to include in the slate of nominees recommended to the Company's stockholders for election as directors of the Company, one (1) person designated by Spectrum.

(b) So long as Spectrum and/or its Affiliates are the Beneficial Owner of at least 5% of the total number of shares of Common Stock outstanding at any time, the Company shall, and take all necessary actions within its control to cause the Board of Directors to, fill any vacancy of the Spectrum Designee arising through the death, resignation or removal to be filled by a person designated by Spectrum and such person so chosen shall hold office until the next annual election and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

(c) Notwithstanding the provisions of this Section 2, Spectrum shall not be entitled to designate any person as a nominee to the Board of Directors if the Company receives a written opinion of its outside legal counsel, which shall be a counsel of national reputation, that such person would not be qualified under any applicable law, rule or regulation, rule of the Nasdaq Global Market or the By-Laws to serve as a director of the Company. Other than for the reasons set forth in the preceding sentence, the Company shall not have the right to object to the Spectrum Designee. The Company shall notify Spectrum in writing of the date on which proxy materials are expected to be mailed by the Company in connection with an election of directors (and such notice shall be delivered to Spectrum at least 30 days prior to such expected mailing date). The Company shall notify Spectrum of any objection to the Spectrum Designee pursuant to this Section 2(d) sufficiently in advance of the date on which such proxy materials are to be mailed by the Company in connection with such election of directors so as to enable Spectrum to propose a replacement Spectrum Designee in accordance with the terms of this Agreement.

(d) The Company shall pay all reasonable out-of-pocket expenses incurred by the Spectrum Designee in connection with the performance of his or her duties as a director and in connection with his or her attendance at any meeting of the Board of Directors.

(e) So long as Spectrum has the right to nominate a Spectrum Designee or any such Spectrum Designee is serving on the Board of Directors, the Company shall use its reasonable best efforts to maintain in effect at all times directors and officers indemnity insurance coverage reasonably satisfactory to Spectrum.

(f) The Company recognizes that the Spectrum Designee (i) will from time to time receive non-public information concerning the Company, and (ii) may share such information with directors, officers, members, stockholders, partners, employees or advisors of Spectrum Equity Management, L.P. on a confidential basis. The Company hereby irrevocably consents to such sharing of such information on a confidential basis. Spectrum agrees that it will keep confidential and not disclose or divulge any confidential information regarding the Company it receives from the Company or a Spectrum Designee, unless such information (x) is available or becomes available to the public in general or (y) is or has been made known or disclosed to Spectrum by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that Spectrum may disclose confidential information on a confidential basis (I) to its Affiliates (other than portfolio companies), (II) to each of its and its Affiliate's (other than portfolio companies) attorneys, accountants, consultants, advisors and other professionals to the extent necessary to obtain their services in connection with evaluating the information, or (III) as may be required by law or legal, judicial or regulatory process or requested by any regulatory or self-regulatory authority or examiner, provided, further, that Spectrum shall take reasonable steps to minimize the extent of any required disclosure

described in this clause (f), including, with respect to clause (f)(III), providing the Company with prompt written notice so that the Company may seek a protective order at the Company's expense or other appropriate remedy and cooperating with the Company in any effort to obtain a protective order or other remedy.

Notwithstanding the provisions of this Section 2, the Company shall not be required to take any action which it reasonably believes is unlawful, and the Company shall be allowed to take any action the omission of which it reasonably believes would be unlawful.

SECTION 3. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflicts of laws.

(b) Certain Adjustments. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all shares of capital stock of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for, or in substitution for the shares of Common Stock, by combination, recapitalization, reclassification, merger, consolidation or otherwise and the term "Common Stock" shall include all such other securities. In the event of any change in the capitalization of the Company, as a result of any stock split, stock dividend or stock combination or otherwise, the provisions of this Agreement shall be appropriately adjusted.

(c) Enforcement. The parties expressly agree that the provisions of this Agreement may be specifically enforced against each of the parties hereto in any court of competent jurisdiction.

(d) Successors and Assigns. Except as otherwise provided herein, the provisions hereof, including without limitation the nomination rights and other rights set forth in Section 2, shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto.

(e) Entire Agreement. This Agreement, together with the By-Laws, constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior oral or written (and all contemporaneous oral) agreements or understandings with respect to the subject matter hereof. In the event of a conflict between the By-Laws and this Agreement, the provisions of the By-Laws shall control.

(f) Notices, etc. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, return receipt requested, postage prepaid or otherwise delivered by hand, messenger or e-mail, addressed:

if to Spectrum:

Spectrum Equity VII, L.P
One International Place, 35th Floor
Boston, MA 02110
Attention: Leah Palmer
E-mail: leah@spectrumequity.com

if to the Company:

550 Cochituate Rd
Framingham, Massachusetts 01701
Attention: Chief Legal Officer
E-mail: dsamuels@definitivehc.com

or at such other address as the Company or Spectrum shall have furnished to the other in writing.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or as having been given when delivered, if delivered by hand or by messenger (or overnight courier), 24 hours after confirmed receipt if sent by e-mail transmission or at the earlier of its receipt or on the fifth day after mailing, if mailed, as aforesaid.

(g) Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party hereto upon any breach or default of the Company under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereunder occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to any party, shall be cumulative and not alternative.

(h) Counterparts. This Agreement may be executed in any number of counterparts, including PDF copies thereof, each of which may be executed by less than all of the parties hereto, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

(i) Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(j) Amendments and Waivers. The provisions of this Agreement may be amended at any time and from time to time, and particular provisions of this Agreement may be waived or modified, with and only with an agreement or consent in writing signed by the Company and Spectrum.

(k) Jurisdiction. The parties hereto irrevocably submit, in any legal action or proceeding relating to this Agreement, to the jurisdiction of the courts of the United States located in the State of Delaware or in any Delaware state court and consent that any such action or proceeding may be brought in such courts and waive any objection that they may now or hereafter have to the venue of such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum.

(l) Further Assurances. The parties agree to use their best efforts and act in good faith in carrying out their obligations under this Agreement. The parties also agree, without further consideration, to execute such further instruments and to take such further actions as may be necessary or desirable to carry out the purposes and intent of this Agreement.

(m) Enforcement. The parties expressly agree that the provisions of this Agreement may be specifically enforced against each of the parties hereto in any court of competent jurisdiction.

(n) Termination. Except with respect to Section 3(o), this Agreement shall automatically terminate at such time as Spectrum and its Affiliates no longer beneficially own at least 5% of the total number of shares of Common Stock outstanding.

(o) Logos; Marketing. The Company hereby grants Spectrum and its Affiliates permission to use the Company's name and logo in its marketing materials. The Company hereby grants Spectrum and its Affiliates a non-exclusive, royalty-free fully paid-up license to use the Company's trademarks and logos in connection with describing Spectrum's relationship with the Company.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

DEFINITIVE HEALTHCARE CORP.

By: /s/ Jason Krantz
Name: Jason Krantz
Title: President and Chief Executive Officer

SE VII DHC AIV, L.P.
By: Spectrum Equity Associates VII, L.P.,
its general partner

By: SEA VII Management, LLC,
its general partner

By: /s/ Christopher Mitchell
Name: Christopher Mitchell
Title: Managing Director

[Signature Page to Spectrum Nominating Agreement]

Exhibit 10.13

NOMINATING AGREEMENT

This Nominating Agreement (this "Agreement"), dated as of September 17, 2021, by and among Definitive Healthcare Corp., a Delaware corporation (the "Company"), and Jason Krantz.

WHEREAS, the Company has determined that it is in its best interests to effect an initial public offering ("IPO") of shares of its Class A common stock, par value $0.001 per share (together with the Company's Class B common stock, par value $0.00001 per share, the "Common Stock");

WHEREAS, in connection with the IPO, the Company and Jason Krantz desire to enter into this Agreement setting forth certain rights and obligations with respect to the shares of Common Stock owned by Jason Krantz; and

WHEREAS, it is contemplated that as of the consummation of the IPO, the Board of Directors of the Company (the "Board of Directors") will consist of ten (10) directors.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

(a) "Affiliate" has the meaning given to that term in Rule 12b-2 under the Securities Exchange Act of 1934, as amended, and shall include (i) trustees of a trust revocable solely by Jason Krantz; (ii) the guardian/conservator of Jason Krantz; and (iii)in the event of Jason Krantz's death, his executor(s), administrator(s), or trustee(s) under his will, including Jason Krantz's heirs, successors and assigns and any trust or other estate planning vehicle for the benefit of such persons.

(b) "Krantz Designee" shall mean any person nominated at any time and from time to time by Jason Krantz pursuant to Section 2 to serve on the Board of Directors.

(c) "Beneficial Owner" has the meaning given to that term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

(d) "By-Laws" means the Amended and Restated By-Laws of the Company, as may be amended, restated or otherwise modified from time to time.

SECTION 2. Board Representation.

(a) So long as Jason Krantz and/or his Affiliates are the Beneficial Owner of at least 5% of the total number of shares of Common Stock outstanding at any time, the Company shall support the nomination of, and take all necessary actions within its control to cause the Board of Directors to include in the slate of nominees recommended to the Company's stockholders for

election as directors of the Company, one (1) person designated by Jason Krantz, or if he is deceased, the personal representative or executor of his estate.

(b) So long as Jason Krantz and/or his Affiliates are the Beneficial Owner of at least 5% of the total number of shares of Common Stock outstanding at any time, the Company shall, and take all necessary actions within its control to cause the Board of Directors to, fill any vacancy of the Krantz Designee arising through the death, resignation or removal to be filled by a person designated by Jason Krantz, or if deceased, the personal representative or executor of his estate, and such person so chosen shall hold office until the next annual election and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

(c) Notwithstanding the provisions of this Section 2, Jason Krantz shall not be entitled to designate any person as a nominee to the Board of Directors if the Company receives a written opinion of its outside legal counsel, which shall be a counsel of national reputation, that such person would not be qualified under any applicable law, rule or regulation, rule of the Nasdaq Global Market or the By-Laws to serve as a director of the Company. Other than for the reasons set forth in the preceding sentence, the Company shall not have the right to object to the Krantz Designee. The Company shall notify Jason Krantz in writing of the date on which proxy materials are expected to be mailed by the Company in connection with an election of directors (and such notice shall be delivered to Jason Krantz at least 30 days prior to such expected mailing date). The Company shall notify Jason Krantz of any objection to the Krantz Designee pursuant to this Section 2(d) sufficiently in advance of the date on which such proxy materials are to be mailed by the Company in connection with such election of directors so as to enable Jason Krantz to propose a replacement Krantz Designee in accordance with the terms of this Agreement.

(d) The Company shall pay all reasonable out-of-pocket expenses incurred by the Krantz Designee in connection with the performance of his or her duties as a director and in connection with his or her attendance at any meeting of the Board of Directors.

(e) So long as Jason Krantz or his estate has the right to nominate a Krantz Designee or any such Krantz Designee is serving on the Board of Directors, the Company shall use its reasonable best efforts to maintain in effect at all times directors and officers indemnity insurance coverage reasonably satisfactory to Jason Krantz.

Notwithstanding the provisions of this Section 2, the Company shall not be required to take any action which it reasonably believes is unlawful, and the Company shall be allowed to take any action the omission of which it reasonably believes would be unlawful.

SECTION 3. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflicts of laws.

(b) Certain Adjustments. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all shares of capital stock of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for, or in substitution for the shares of Common

Stock, by combination, recapitalization, reclassification, merger, consolidation or otherwise and the term "Common Stock" shall include all such other securities. In the event of any change in the capitalization of the Company, as a result of any stock split, stock dividend or stock combination or otherwise, the provisions of this Agreement shall be appropriately adjusted.

(c) Enforcement. The parties expressly agree that the provisions of this Agreement may be specifically enforced against each of the parties hereto in any court of competent jurisdiction.

(d) Successors and Assigns. Except as otherwise provided herein, the provisions hereof, including without limitation the nomination rights and other rights set forth in Section 2, shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto.

(e) Entire Agreement. This Agreement, together with the By-Laws, constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior oral or written (and all contemporaneous oral) agreements or understandings with respect to the subject matter hereof. In the event of a conflict between the By-Laws and this Agreement, the provisions of the By-Laws shall control.

(f) Notices, etc. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, return receipt requested, postage prepaid or otherwise delivered by hand, messenger or e-mail, addressed:

if to Jason Krantz:

550 Cochituate Rd
Framingham, Massachusetts 01701
E-mail: jkrantz@definitivehc.com

if to the Company:

550 Cochituate Rd
Framingham, Massachusetts 01701
Attention: Chief Legal Officer
E-mail: dsamuels@definitivehc.com

or at such other address as the Company or Jason Krantz shall have furnished to the other in writing.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or as having been given when delivered, if delivered by hand or by messenger (or overnight courier), 24 hours after confirmed receipt if sent by e-mail transmission or at the earlier of its receipt or on the fifth day after mailing, if mailed, as aforesaid.

(g) Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party hereto upon any breach or default of the Company under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to

be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereunder occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to any party, shall be cumulative and not alternative.

(h) Counterparts. This Agreement may be executed in any number of counterparts, including PDF copies thereof, each of which may be executed by less than all of the parties hereto, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

(i) Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(j) Amendments and Waivers. The provisions of this Agreement may be amended at any time and from time to time, and particular provisions of this Agreement may be waived or modified, with and only with an agreement or consent in writing signed by the Company and Jason Krantz.

(k) Jurisdiction. The parties hereto irrevocably submit, in any legal action or proceeding relating to this Agreement, to the jurisdiction of the courts of the United States located in the State of Delaware or in any Delaware state court and consent that any such action or proceeding may be brought in such courts and waive any objection that they may now or hereafter have to the venue of such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum.

(l) Further Assurances. The parties agree to use their best efforts and act in good faith in carrying out their obligations under this Agreement. The parties also agree, without further consideration, to execute such further instruments and to take such further actions as may be necessary or desirable to carry out the purposes and intent of this Agreement.

(m) Enforcement. The parties expressly agree that the provisions of this Agreement may be specifically enforced against each of the parties hereto in any court of competent jurisdiction.

(n) Termination. This Agreement shall automatically terminate at such time as Jason Krantz and his Affiliates no longer beneficially own at least 5% of the total number of shares of Common Stock outstanding.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

DEFINITIVE HEALTHCARE CORP.

By: /s/ Jason Krantz
Name: Jason Krantz
Title: President and Chief Executive Officer

/s/ Jason Krantz
Jason Krantz

[Signature Page to Jason Krantz Nominating Agreement]

EXHIBIT 10.14

AIDH TOPCO, LLC

CONFIDENTIAL
September 17, 2021

AIDH TopCo, LLC
550 Cochituate Rd
Framingham, MA 01701
Attention: David A. Samuels

Expense Reimbursement Letter –
Transactions

Ladies and Gentlemen:

We are writing to acknowledge the agreement of certain parties listed on the signature pages hereto ("you" or "your") to work with AIDH TopCo, LLC (the "Company", "our", "us", or "we") and Definitive Healthcare Corp. ("Pubco"), in connection with the initial public offering of the Class A common stock by Pubco (the "Initial Public Offering"), including the reorganization of Pubco and the Company contemplated in connection with the Initial Public Offering (the "Reorganization Transactions" together with the Initial Public Offering, the "Transactions").

In consideration of your agreement to work with us towards the Transactions, we agree, by acknowledgment hereof, to reimburse you for all reasonable and documented out-of-pocket costs and expenses incurred by you (whether prior to or on the date hereof and including, without limitation, reasonable and documented fees and disbursements of counsel and consultants) in connection with the Transactions (all such costs and expenses, the "Expenses"); provided, that in no event shall the Expenses reimbursable by the Company pursuant to this letter agreement to each of you exceed $300,000 (the "Expense Cap").

This letter agreement shall be binding upon the Company and the Company's successors and assigns, may be enforced by you and your successors and assigns, and shall be enforceable without regard to any act, event or circumstance except as expressly set forth herein.

This letter agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter agreement or the transactions contemplated hereby or the actions of the Company or any of its affiliates in the negotiation, performance or enforcement hereof.

This letter agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission), each one of which shall be deemed an original and all of which together shall constitute one and the same letter agreement.

Please indicate your acceptance of the provisions hereof by signing a copy of this letter agreement and returning it, together with (i) evidence of reimbursable and accrued Expenses as of the date hereof and (ii) wire instructions for payment of the Expenses, to the Company.

Very truly yours,

AIDH TOPCO, LLC

By /s/ Jason Krantz
Name: Jason Krantz
Title: Chief Executive Officer

[Signature Page to Expense Reimbursement Letter]

ACCEPTED AND AGREED:

ADVENT INTERNATIONAL CORPORATION

By /s/ James Westra
Name: James Westra
Title: Chief Legal Officer, General Counsel, and Managing Partner

ACCEPTED AND AGREED:

SPECTRUM EQUITY MANAGEMENT, L.P.

By /s/ Chris Mitchell
Name: Chris Mitchell
Title: Vice President

[Signature Page to Expense Reimbursement Letter]

ACCEPTED AND AGREED:

22C CAPITAL LLC

By /s/ David Randall Winn
Name: David Randall Winn
Title: Authorized Signatory

[Signature Page to Expense Reimbursement Letter]

ACCEPTED AND AGREED:

MHDH AB

By /s/ Björn Carlsson
Name: Björn Carlsson
Title: Authorized Signatory

[Signature Page to Expense Reimbursement Letter]

ACCEPTED AND AGREED:

JASON KRANTZ

By /s/ Jason Krantz

Exhibit 10.16

September 30, 2021

BY EMAIL

Kevin P. Shone
27 Grey Lane
Lynnfield, MA 01940
kshone@definitivehc.com

Dear Kevin:

This letter agreement (the "Agreement") confirms our agreement relating to your separation from employment with Definitive Healthcare, LLC (the "Company").

1. Separation Date: Your employment with the Company shall end by your separation effective as of the close of business on September 30, 2021 (such date, the "Separation Date"). Any position you hold as an officer, manager, director, agent or in any other capacity of the Company or any of its affiliates ("Affiliates"), shall also end by your voluntary resignation effective as of the Separation Date. You further agree to effectuate such voluntary resignation from all such positions. You further agree to sign such other documents as the Company may request to effectuate such voluntary resignations**.**

2. Employee Benefits; COBRA: Your eligibility to participate, and if applicable, your dependent(s)' eligibility to participate, in all employee benefit programs made available by the Company shall end as of the expiration of the Separation Date, provided, however, that you and your dependent(s) shall receive separate notification from the Company regarding your and your dependent(s)' right to continue participation in any group health care benefit plan sponsored by the Company at your and/or your dependent(s)' own expense under the Consolidated Omnibus Budget Reconciliation Act of 1985.

3. Separation Payments:

a. Salary Continuation & 2021 Bonus. If you sign this Agreement, and this Agreement becomes effective as provided in Section 17 below, and subject to your continued compliance with the terms of this Agreement, you will be entitled to receive (i) base salary continuation at your current rate for a period of four and one-half months beginning on the Company's first regular payroll date after the Effective Date of this Agreement, less applicable deductions and withholdings, payable in accordance with the Company's regular payroll practices and (ii) your bonus for 2021, pro-rated based on the number of days beginning on January 1, 2021 and ending on the Separation Date, paid at the same rate as the Company pays out to its executive team for 2021 bonuses (i.e., base, target or stretch), less applicable deductions and withholdings, payable in a lump sum at the same time as 2021 bonuses are paid to the Company's executive team

(collectively with (i) and the Vested Units described below in Section 3(b), the "Separation Payments").

b. Class B Units. You are party with(i) AIDH TopCo, LLC to the AIDH Topco, LLC Class B Unit Grant Agreement dated September 18, 2019 and (ii) AIDH Management Holdings, LLC to the AIDH Management Holdings, LLC Class B Unit Grant Agreement dated September 18, 2019 (the "Award Agreements"), pursuant to which you were granted 303,333 Class B Units of AIDH Management Holdings, LLC ("Units"). 151,666.5 were designated as time-vesting units and 151,666.5 were designated as performance-vesting units. You acknowledge and agree that, 189,583.13 Units are vested (the "Vested Units") as of the Company's initial public offering (September 17, 2021) and the remaining 113,749.87 Units shall be forfeited and cancelled pursuant to the terms of the Award Agreements as set forth below.

- The Company acknowledges and agrees that of your 151,666.5 time-vesting units, 75,833.25 time-vesting units are currently Vested Units.
    - Fifty percent of your remaining unvested time-vesting units (37,916.63 of the remaining 75,833.25 unvested time-vesting units) will accelerate and vest upon the earlier of (i) the consummation of Definitive Healthcare Corp.'s initial public offering (the "IPO") or (ii) the Effective Date of the Final Release.
    - The remaining fifty percent of your unvested time-vesting units (37,916.63) will be forfeited.
- The Company acknowledges and agrees that of your 151,666.5 performance-vesting units, zero are currently Vested Units.
    - Fifty percent of such performance-vesting units (75,833.25) will convert into time-vesting units and all such units will accelerate and vest upon the earlier of (i) the consummation of the IPO or (ii) the Effective Date of the Final Release.
    - The remaining fifty percent of your unvested performance-vesting units (75,833.25) will be forfeited.

Upon the earlier of the IPO or the Effective Date of this Agreement, you will have the following vested units and will forfeit the remainder of your units:

	Total Vested Units upon IPO or Departure
Previously Vested Time-Vesting Units	75,833.25
Converted and Vested Performance-Vesting Units	75,833.25
Vested Remaining Time-Vesting Units	37,916.63
Total Vested Units	189,583.13
Forfeited Units	113,749.87

You acknowledge and agree that the Vested Units remain subject to terms and conditions of the AIDH Management Holdings, LLC Amended and Restated Limited Liability Company Agreement, dated as of July 16, 2019, as may be amended from time to time, and the AIDH Topco, LLC Agreement, dated as of July 16, 2019, as may be amended from time to time. The Vested Units comprise part of the Separation Payments.

c. You acknowledge and agree that the Separation Payments shall be in lieu of and are of greater value than any other payments or benefits to which you otherwise might have been entitled absent this Agreement, and that, other than payment of your earned but unpaid base salary, unused earned vacation benefits and earned but unpaid 401(k) matching benefits, through the Effective Date (which shall be paid on the next regularly scheduled payroll date following the Effective Date), no further compensation or benefits (including but not limited to bonuses, severance benefits, or otherwise) are owed to you in connection with, or in relation to, your employment by the Company or any of its Affiliates or any position as an officer of the Company or any of its Affiliates or the termination of your employment with the Company or resignation or termination of any such positions, whether pursuant to the Employment Agreement, dated April 2018, between you and the Company (the "Employment Agreement") or otherwise.

4. Release of Claims; Waiver of Future Employment:

a. In consideration of the terms of this Agreement, you agree to and do release (on behalf of yourself, your heirs and personal representatives) and forever discharge the Company, its Affiliates and the current and former members, employees, officers, directors and stockholders of the Company and its Affiliates, and each of their respective successors, assigns, agents and representatives (collectively, the "Released Parties") from any and all claims, rights, demands, debts, obligations, losses, liens, agreements, contracts, covenants, actions, causes of action, suits, services, judgments, orders, counterclaims, controversies, setoffs, affirmative defenses, third party actions, damages, penalties, costs, expenses, attorneys' fees, liabilities and indemnities of any kind or nature whatsoever, direct or indirect (collectively, the "Claims"),

whether asserted, unasserted, absolute, fixed or contingent, known or unknown, suspected or unsuspected, accrued or unaccrued or otherwise, that you may have, related to your period of employment by the Company or otherwise, through the date on which this Agreement is executed, including any and all claims under your Employment Agreement or arising out of or relating to your employment by the Company, including, but not limited to, wrongful discharge, breach of contract, tort, fraud, defamation and claims under the Civil Rights Acts, the Age Discrimination in Employment Act ("ADEA"), the Americans With Disabilities Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Massachusetts Fair Employment Practices Act, the Massachusetts Wage Act, and any other federal, state, or local or foreign laws, rules, or regulations relating to employment, discrimination in employment, termination of employment, wages, benefits, human rights, or otherwise ("Released Claims"). You represent that you have not assigned any Released Claims to any third party.

b. The release of the Released Claims set forth in Section 4(a) above do not include your right to enforce the terms of this Agreement, your right to receive an award from a Government Agency under its whistleblower program for reporting in good faith a possible violation of law to such Government Agency, your right to coverage under the Company's liability insurance policies, any recovery to which you may be entitled pursuant to applicable workers' compensation and unemployment insurance laws, your right to challenge the validity of your waiver and release of ADEA claims, or any right where a waiver is expressly prohibited by law. 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.

c. In consideration of the terms of this Agreement, you have agreed to and do waive any claims you may have for employment by the Company and/or its Affiliates. You have further agreed in the future not to seek such employment or reemployment with the Company and/or its Affiliates.

5. Protected Activities: You acknowledge that neither this Agreement nor any other agreement or policy of the Company or its Affiliates shall be construed or applied in a manner which limits or interferes with your right, without notice to or authorization of the Company and/or its Affiliates, 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. Additionally, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (c) in court proceedings if you file a lawsuit for retaliation by an employer for reporting a suspected violation of law, or to your attorney in such lawsuit, provided that you must file any document containing the trade secret under seal, and you may not disclose the trade secret, except pursuant to court order. The activities or disclosures described in this Section 5 shall be referred to in this

Agreement as "Protected Activities." Notwithstanding the foregoing, in accordance with the standards set forth in 17 C.F.R. § 240.21F-4(b)(4), you shall not be authorized to make any disclosures as to which the Company and/or its Affiliates may reasonably assert protections from disclosure under the attorney-client privilege or the attorney work product doctrine, without prior written consent of an authorized officer designated by the Company, provided, however, that you may, without authorization from the Company, disclose information to a Government Agency to the extent permitted under 17 C.F.R. § 205.3(d)(2), applicable state attorney conduct rules, or any other law or regulation permitting disclosure of such otherwise privileged communications.

6. Covenant Not To Sue: In consideration of the terms of this Agreement, you represent that you have not filed or permitted to be filed against the Released Parties any charges, complaints or lawsuits and you covenant and agree that you will not file or permit to be filed any lawsuits at any time after you sign this Agreement with respect to the subject matter of this Agreement and the Released Claims released pursuant to Section 4 of this Agreement, including without limitation any claims relating to the termination of your employment, provided, however, that this covenant not to sue shall not be construed or applied in a manner which limits or interferes with your right to engage in any Protected Activities or enforce your rights or the Company's obligations under this Agreement. While the release of claims set forth in Section 4 of this Agreement does not prevent you from in the future filing a charge or complaint with any Government Agency or from engaging in any other Protected Activities, you acknowledge and agree that if you file a charge or complaint with a Government Agency, or a Government Agency asserts a claim on your behalf, your release of claims and waiver of your right to seek reemployment set forth in Section 4 of this Agreement shall bar you from receiving monetary relief or reinstatement, except you do not waive: (a) your right to receive an award from a Government Agency under its whistleblower program for reporting in good faith a possible violation of law to such Government Agency, (b) any recovery to which you may be entitled pursuant to applicable state workers' compensation and unemployment insurance laws, and (c) any other right where a waiver is expressly prohibited by law.

7. Return of Property: In accordance with Section 5 of the Employment Agreement, you represent that you have returned to the Company all property and documents of the Company and/or its Affiliates in your possession, custody or control, including, without limitation, all correspondence, drawings, manuals, letters, notes, notebooks, reports, programs, plans, proposals, financial documents, or any other documents containing any Proprietary Information or otherwise concerning the Company's customers, business plans, marketing strategies, products or processes, any company-owned or issued cell phone, computer, tablet, printer, keyboard, mouse, monitor, laminator, customer gifts, marketing materials, stationery, instructional and policy manuals, mailing lists, computer software, financial and accounting records, reports and files, portable media and devices (such as flash drives, external hard drives, CD's, and DVD's) and any other physical or personal property which you obtained in the course of your employment by the Company, and you further agree not to retain copies of any such documents of the Company and/or its Affiliates in any form, excluding publicly available documents and documents relating directly to your own compensation and employee benefits. You also represent that, to the extent you have possession or control of any electronic documents which contain any information relating to the business of the Company, you have identified such documents to the Company and delivered an identical copy of any or all such documents to the Company, and will follow the Company's instructions regarding the permanent deletion of any or

all such documents, or the preservation of any or all such documents for any potential use by the Company in the future. Notwithstanding thew foregoing, the Company agrees that you shall be entitled to retain your work issued IBM ThinkPad computer.

8. Restrictive Covenants: This Agreement does not amend, modify, waive, or affect in any way the Company's and/or its Affiliates' rights or your duties, obligations, or restrictions under Section 6 of the Employment Agreement, and you acknowledge and agree that such restrictions shall survive and continue in full force and effect after the Separation Date for the periods provided in the Employment Agreement. You further agree to maintain the terms of this Agreement confidential unless otherwise required by law; provided, however, that you may disclose the terms of this Agreement to your spouse and immediate family members living in the same house and to your and your spouse's attorneys, accountants, financial or tax advisors. You may disclose this Agreement or Confidential Information (as defined in the Employment Agreement) to Government Agencies only to the extent such disclosure constitutes a Protected Activity as defined in Section 5 of this Agreement.

9. Non-Disparagement: Both parties agree that they will not, at any time, disparage, portray in a negative light or take any similar action which would be harmful to or lead to unfavorable publicity for the other party, or, as it relates to the Company, any of its Affiliates or any of their respective current or former members, officers, directors, equity holders, stockholders, employees, agents, consultants, contractors, owners, subsidiaries, divisions, parents or any of their respective affiliates, and their respective assets, operations, personnel or services, whether public or private. Your non-disparagement obligation shall not be construed or applied to limit or interfere with your right to engage in any Protected Activities as defined in Section 5 of this Agreement.

10. Third Party Beneficiaries: You agree that the Affiliates of the Company shall be third party beneficiaries of your obligations under this Agreement that are applicable to such Affiliates.

11. No Admission of Wrongdoing: Neither by offering to make nor by making this Agreement does either party admit any failure of performance, wrongdoing, or violation of law.

12. Entire Agreement; Amendments; Successors and Assigns: This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, oral or written, relating to your employment by the Company or the termination of your employment, provided, however, that Sections 5 and 6 of the Employment Agreement shall continue in full force and effect after the Separation Date. This Agreement may not be modified except by a writing, signed by you and by a duly authorized officer of the Company. This Agreement shall be binding upon your heirs and personal representatives, and the successors and assigns of the Company. You acknowledge that in entering into this Agreement, you are not relying upon any representation that is not specified in this Agreement, including without limitation any representations concerning future employment or additional payments.

13. Governing Law: Jurisdiction and Venue: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without

regard to its choice of law rules. Any action or proceeding by either you or the Company to enforce this Agreement shall be brought in any state or federal court in Middlesex County, Massachusetts. You and the Company hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

14. Waiver of Jury Trial: NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, YOU AND THE COMPANY SHALL, AND HEREBY DO, IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE. IN ADDITION, YOU SHALL, AND HEREBY DO, IRREVOCABLY WAIVE THE RIGHT TO PARTICIPATE IN ANY CLASS OR COLLECTIVE ACTION WITH RESPECT TO ANY DISPUTE.

15. Voluntary Agreement: You acknowledge that before entering into this Agreement, you have had the opportunity to consult with any attorney or other advisor of your choice, and you are hereby advised to do so if you choose. You further acknowledge that you have entered into this Agreement of your own free will, and that no promises or representations have been made to you by any person to induce you to enter into this Agreement other than the express terms set forth herein. You further acknowledge that you have read this Agreement and understand all of its terms, including the waiver and release of claims set forth in Section 4 above.

16. Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

17. Execution; Effective Date: If the foregoing is acceptable to you, please print and sign a copy of this Agreement and return a PDF of the Agreement to me by email or an original hard copy of the Agreement by regular mail or FedEx. You may take up to twenty-one (21) days from today to consider, sign, and return this Agreement. In addition, you may revoke the Agreement after signing it, but only by delivering a signed revocation notice to Definitive Healthcare, LLC, Attention: David Samuels, Chief Legal Officer, 550 Cochituate Road, Framingham MA 01701, dsamuels@definitivehc.com, within seven (7) days of your signing this Agreement (the "Revocation Period"). This Agreement shall be effective on the eighth day after you sign and return it to Definitive Healthcare, LLC, Attention: David Samuels, Chief Legal Officer, 550 Cochituate Road, Framingham MA 01701, dsamuels@definitivehc.com, provided that you have not revoked the Agreement (the "Effective Date").

Very truly yours,

Definitive Healthcare, LLC

/s/ David Samuels

Name: David Samuels
Title: Chief Legal Officer

ACCEPTED AND AGREED:

/s/ Kevin P. Shone

Kevin P. Shone

September 30, 2021

Date Signed

Exhibit 10.17

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS INDEPENDENT CONTRACTOR SERVICES AGREEMENT (the "**Agreement**") is made as of October 1, 2021 (the "**Effective Date**"), by and between **Definitive Healthcare LLC** ("**Company**"), and **Kevin P. Shone, AN INDIVIDUAL** ("**Contractor**").

The parties hereby agree as follows:

1. **Engagement of Contractor**. Subject to the terms and conditions of this Agreement, Company hereby engages Contractor as an independent contractor to perform legal and accounting services that the Company may need from time to time which may be further detailed on a Schedule A to this Agreements (collectively, the "**Services**").

2. **Principal Duties**. During the term of this Agreement, Contractor will at all times use best efforts to provide the Services to Company in a timely and professional manner consistent with high industry standards. Such work will be conducted at the facilities of the Contractor using Contractor's own equipment, tools and other materials at its own expense, or otherwise as the parties agree. The manner and means by which Contractor chooses to complete the Services in accordance with this Agreement are in Contractor's sole discretion and control.

3. **Compensation and Taxes**. Company will pay Contractor $35,000 per month for each month of contracted Services. Because Contractor is an independent contractor, Company will not withhold or make payments for state or federal income tax or social security, make unemployment insurance or disability insurance contributions or obtain workers' compensation insurance on Contractor's behalf. Company will issue Contractor a 1099 form with respect to Contractor's consulting fees. Contractor agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of quarterly taxes, social security, disability and other contributions based on the fees paid to Contractor, his agents or employees under this Agreement.

4. **Expenses**. Company will additionally compensate Contractor for such travel and other out of pocket expenses relating to the Services as have been pre-authorized by the Company in writing.

5. **Preexisting Obligations for Non-Solicitation; Non-Compete**. Any non-compete, non-disclosure or non-solicitation obligations that the Contractor has in place with the Company shall continue to remain in full force and effect during the term of this Agreement

6. **Representations, Warranties and Covenants**. Contractor hereby represents, warrants and covenants that: (a) Contractor has full right and power to enter into and perform its obligations under this Agreement without the consent of any third party; (b) Contractor is not a party to any agreement or arrangement that prohibits Contractor from performing the Services hereunder and Contractor's performance of the Services hereunder will not conflict with any obligations that Contractor has or may have had with any other party; (c) Contractor will perform all Services in a professional and workmanlike manner in accordance with industry standards and best practices; (d) Contractor will not disclose to Company any information that may be deemed to be confidential or proprietary to any other party for which Contractor may have rendered any services; (e) Work Product (as defined below) developed by Contractor (if any) will be original; (f) Work Product (if any), including all elements thereof, will not infringe the Intellectual Property Rights (as defined below) of any third party; (g) Contractor will not grant, directly or indirectly, any rights or interest whatsoever in any Work Product to third parties; (h) Contractor will take reasonable precautions to prevent injury to any persons (including employees of Company) or damage to property (including Company's property) during the term of this Agreement; and (j) Contractor will perform all

work hereunder in compliance with applicable law.

7. **Confidential Information**. Contractor acknowledges that it will be exposed to, have access to and be engaged in the development of proprietary information of Company and/or its affiliates (both in tangible and intangible manifestations), including but not limited to information regarding patents and patent applications, trade secrets, ideas, techniques, know-how, processes, copyrights, works of authorship, software programs, software source documents, algorithms, formulae, inventions, apparatuses, equipment, models, sketches and drawings related to the current, future, and proposed products and/or services of Company, and information concerning Company's research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information Company provides regarding third parties, and information regarding any Work Product and/or Inventions (as defined below) under this Agreement (collectively the "**Confidential Information**"). All Confidential Information, and all the Intellectual Property Rights related thereto or embodied therein, whether presently existing or developed in the future, is the sole property of Company and its assigns. Contractor will hold all Confidential Information in the strictest confidence and will not use or disclose Confidential Information or any copies, notes, summaries, excerpts or the like of or anything related to, such information without the written consent of Company, except as required in performing the Services.

8. **Rights in Work Product and Inventions**.

a) Work Product. Contractor agrees that any and all works of authorship, sketches, drawings, software programs, software source documents, data, algorithms, formulae, developments, apparatuses, equipment, models and designs conceived, written, created or reduced to practice in connection with the provision of Services under this Agreement by Contractor or its authorized subcontractors, whether or not patentable or registrable under copyright or similar statutes ("**Work Product**"), will be the sole and exclusive property of Company, and Contractor hereby assigns to Company all right, title and interest in and to such Work Product including any and all patent, copyright, trade secret, trademark rights and all other intellectual property rights related to the Work Product worldwide (the "**Intellectual Property Rights**"). Contractor hereby waives and quitclaims to Company any and all claims, of any nature whatsoever, that Contractor now or may hereafter have for infringement of any Intellectual Property Rights in the Work Product or Inventions assigned hereunder to Company.

b) Inventions. Contractor will disclose in writing to Company all inventions, discoveries, concepts, ideas, trade secrets, know-how, methods, techniques, processes, improvements and other innovations of any kind that Contractor or its authorized subcontractors may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing the Services, or as a result of that work, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection (collectively, "**Inventions**"). All Inventions made, conceived, or completed by Contractor or its authorized subcontractors, individually or with others, during the term of this Agreement will be the sole and exclusive property of Company and Contractor hereby assigns to Company all right, title and interest in and to such Inventions, including any Intellectual Property Rights thereto, *provided* such Inventions (i) relate to any subject matter with which Contractor's work or Services to be rendered to Company hereunder may be concerned, (ii) relate to or are connected with the business, products or projects of Company of which Contractor had knowledge by reason of Contractor's association with Company under this Agreement or (iii) involve use of Company's time, material or facilities.

c) Assistance. Contractor agrees to cooperate with Company or its designee(s), both during and after the term of this Agreement, in the procurement, maintenance and enforcement of all Intellectual Property Rights in the Work Product and the Inventions in any and all countries. To that end Contractor (and all subcontractors) will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Intellectual Property Rights and the assignment thereof, including without limitation any assignments of such Intellectual Property Rights to Company or

its designee. Contractor will be entitled to a fair and reasonable fee for rendering such services in addition to reimbursement of authorized expenses incurred at the prior written request of Company. In the event Company is unable for any reason, after reasonable effort, to secure Contractor's signature on any document needed in connection with the actions specified in Section 9, Contractor hereby irrevocably designates and appoints Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of Section 9 with the same legal force and effect as if executed by Contractor.

9. **Term and Termination**.

a) This Agreement will be effective as of the Effective Date and continue until terminated as set forth herein. Either party may terminate this Agreement with any or no reason upon fifteen (15) days prior written notice. Company may immediately terminate Contractor's engagement for Cause upon written notice specifying the particular Cause. "**Cause**" means (i) Contractor's failure or omission that has an adverse effect on Company; (ii) Contractor's act(s) amounting to gross negligence to the detriment of Company; (iii) Contractor's fraud or embezzlement of funds or property; or (iv) Contractor's failure to observe or perform any covenant, condition or provision of this Agreement.

b) Upon any termination of this Agreement, Contractor will promptly deliver to Company all documents and other materials of any nature pertaining to the Services (including the Work Product and Inventions as defined in Section 9), together with all copies, notes, summaries, excerpts and the like of all documents and other items containing or pertaining to any Confidential Information. The following will survive termination of this Agreement: the non-solicitation provision of Section 6 and Sections 8 (Confidential Information), 9 (Rights in Work Product and Inventions), 10 (Indemnification by Contractor) and 13 (General Terms).

10. **Independent Contractor**. Contractor will be and act as an independent contractor and not as an employee of Company. Contractor provides Services under this Agreement solely under its own supervision and will be subject to Company's direction only as to the specific areas of Company's interests for which Services are to be provided. Nothing herein will be construed as creating an employer/employee relationship between Company and the Contractor. Contractor will not be entitled to any benefits that Company may make available to its employees. Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority. Contractor has no authority to, and will not, obligate Company by contract or otherwise.

11. **General Terms**. Contractor may not assign this Agreement or delegate or subcontract any of the Services to be provided under this Agreement without Company's prior written consent; any such assignment or delegation will be void and of no effect. This Agreement is governed by the laws of the Commonwealth of Massachusetts, excluding conflicts of law principles. Contractor hereby expressly consents to the personal jurisdiction of the state and federal courts located in Massachusetts for any lawsuit filed there against Contractor by Company arising from or related to this Agreement. All notices, requests and other communications under this Agreement must be in writing, and must be personally delivered or sent by U.S. mail, registered or certified, return receipt requested. The mailing address for notice to either party will be the address shown on the signature page of this Agreement. This Agreement constitutes the parties' final, exclusive and complete understanding and agreement, and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties to this Agreement. The provisions of this Agreement are severable and if any one or more provisions are be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision to the extent enforceable, will nevertheless be binding and enforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Contractor	Definitive Healthcare, LLC
Signature	Signature
Print Name	Print Name
	Title

[Signature Page to Independent Contractor Services Agreement]

Exhibit 31.1

Management Certification Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Jason Krantz, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Definitive Healthcare Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) [Paragraph omitted in accordance with Exchange Act Rule 13a-14(a)];

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 8, 2021

/s/ Jason Krantz

Jason Krantz
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

Management Certification Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Rick Booth, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Definitive Healthcare Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) [Paragraph omitted in accordance with Exchange Act Rule 13a-14(a)];

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 8, 2021

/s/Richard Booth

Richard Booth
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32

Certification of CEO and CFO Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report on Form 10-Q of Definitive Healthcare Corp. (the "Company") for the quarterly period ended September 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Jason Krantz, as Chief Executive Officer of the Company, and Rick Booth, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 8, 2021

/s/ Jason Krantz

Jason Krantz
Chief Executive Officer
(Principal Executive Officer)

/s/ Richard Booth

Richard Booth
Chief Financial Officer
(Principal Financial Officer)