UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

______, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. DEFINITIVE HEALTHCARE CORP., JASON KRANTZ, KEVIN COOP, and RICHARD BOOTH, Defendants.	Case No. **CLASS ACTION COMPLAINT FOR VIOLATIONS OF THE FEDERAL SECURITIES LAWS** **DEMAND FOR JURY TRIAL**

Plaintiff _____ ("Plaintiff"), individually and on behalf of all others similarly situated, by and through his attorneys, alleges the following upon information and belief, except as to those allegations concerning Plaintiff, which are alleged upon personal knowledge. Plaintiff's information and belief is based upon, among other things, his counsel's investigation, which includes without limitation: (a) review and analysis of regulatory filings made by Definitive Healthcare Corp. ("Definitive Healthcare" or the "Company") with the United States ("U.S.") Securities and Exchange Commission ("SEC"); (b) review and analysis of press releases and media reports issued by and disseminated by Definitive Healthcare; and (c) review of other publicly available information concerning Definitive Healthcare.

NATURE OF THE ACTION AND OVERVIEW

1. This is a class action on behalf of persons and entities that purchased or otherwise acquired Definitive Healthcare securities between May 7, 2024 and July 30, 2024, inclusive (the "Class Period"). Plaintiff pursues claims against the Defendants under the Securities Exchange Act of 1934 (the "Exchange Act").

2. Definitive Healthcare, together with its subsidiaries, manages a healthcare data platform in the United States and internationally. Its platform provides information on healthcare providers to help customers in in product development, go-to-market planning, and sales and marketing execution.

3. On July 30, 2024, after the market closed, Definitive Healthcare announced its financial results for the quarter ended June 30, 2024, reporting that the Company's second quarter "Net Loss is expected to be $(306.2) million, ***inclusive of a $363.6 million goodwill impairment in the quarter, or (480%) of revenue***." The Company further disclosed that its Chief Revenue Officer, Carrie Lazorchak, had provided notice of her resignation, effective August 2, 2024. As a result, the Company reduced its 2024 financial guidance from $255 to $261 million to $247 to

$251 million, a reduction of $9 million at the midpoint. The Company explained its revised guidance "***incorporates the impact of current conditions as of July 30, 2024, as well as consideration of potential disruptions from Ms. Lazorchak's departure.***"

4. On this news, the Company's share price fell $1.84 or 32.1%, to close at $3.90 on July 31, 2024, on unusually heavy trading volume.

5. Throughout the Class Period, Defendants made materially false and/or misleading statements, as well as failed to disclose material adverse facts about the Company's business, operations, and prospects. Specifically, Defendants failed to disclose to investors: (1) that Definitive Healthcare was substantially likely to experience a triggering event requiring management to perform a quantitative goodwill impairment test; (2) that the Company was reasonably likely to experience a net loss amounting to (480%) of revenue; (3) that a departure of the Company's Chief Revenue Officer could cause disruptions affecting full year guidance; (4) that, as a result, the Company was significantly likely to reduce its 2024 financial guidance; and (5) that, as a result of the foregoing, Defendants' positive statements about the Company's business, operations, and prospects were materially misleading and/or lacked a reasonable basis.

6. As a result of Defendants' wrongful acts and omissions, and the precipitous decline in the market value of the Company's securities, Plaintiff and other Class members have suffered significant losses and damages.

JURISDICTION AND VENUE

7. The claims asserted herein arise under Sections 10(b) and 20(a) of the Exchange Act (15 U.S.C. §§ 78j(b) and 78t(a)) and Rule 10b-5 promulgated thereunder by the SEC (17 C.F.R. § 240.10b-5).

8. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and Section 27 of the Exchange Act (15 U.S.C. § 78aa).

9. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b) and Section 27 of the Exchange Act (15 U.S.C. § 78aa(c)). Substantial acts in furtherance of the alleged fraud or the effects of the fraud have occurred in this Judicial District. Many of the acts charged herein, including the dissemination of materially false and/or misleading information, occurred in substantial part in this Judicial District. In addition, the Company's principle executive offices are located in this District.

10. In connection with the acts, transactions, and conduct alleged herein, Defendants directly and indirectly used the means and instrumentalities of interstate commerce, including the United States mail, interstate telephone communications, and the facilities of a national securities exchange.

PARTIES

11. Plaintiff ____, as set forth in the accompanying certification, incorporated by reference herein, purchased Definitive Healthcare securities during the Class Period, and suffered damages as a result of the federal securities law violations and false and/or misleading statements and/or material omissions alleged herein.

12. Defendant Definitive Healthcare is incorporated under the laws of Delaware with its principal executive offices located in Framingham, Massachusetts. Definitive Healthcare's Class A common stock trade on the NASDAQ exchange under the symbol "DH."

13. Defendant Jason Krantz ("Krantz") was the Company's founder and served as the Company's Interim Chief Executive Officer ("CEO") from January 2024 until June 24, 2024.

14. Defendant Kevin Coop ("Coop") has served as the Company's Chief Executive Officer ("CEO") since June 24, 2024.

15. Defendant Rick Booth ("Booth") was the Company's Chief Financial Officer ("CFO") at all relevant times.

16. Defendants Krantz, Coop, and Booth (together, the "Individual Defendants"), because of their positions with the Company, possessed the power and authority to control the contents of the Company's reports to the SEC, press releases and presentations to securities analysts, money and portfolio managers and institutional investors, i.e., the market. The Individual Defendants were provided with copies of the Company's reports and press releases alleged herein to be misleading prior to, or shortly after, their issuance and had the ability and opportunity to prevent their issuance or cause them to be corrected. Because of their positions and access to material non-public information available to them, the Individual Defendants knew that the adverse facts specified herein had not been disclosed to, and were being concealed from, the public, and that the positive representations which were being made were then materially false and/or misleading. The Individual Defendants are liable for the false statements pleaded herein.

SUBSTANTIVE ALLEGATIONS

Background

17. Definitive Healthcare, together with its subsidiaries, manages a healthcare data platform in the United States and internationally. Its platform provides information on healthcare providers to help customers in in product development, go-to-market planning, and sales and marketing execution.

Materially False and Misleading

Statements Issued During the Class Period

18. The Class Period begins May 7, 2024. On that day, Definitive Healthcare issued a press release announcing its financial results for the first quarter ended March 31, 2024, including the Company's quarterly revenue of $63.5 million, and adjusted EBITDA of $20.0 million. The Company's press release further reported the Company's full year revenue guidance of a range of

$255 to 261 million, and adjusted EBITDA in the range of $81.5 to $84.5 million. Specifically, the Company's press release reported, in relevant part: [1]

> **First Quarter 2024 Financial Highlights:**
>
> • ***Revenue was $63.5 million, an increase of 7% from $59.2 million in Q1 2023***.
> • ***Net Loss was $(12.7) million,*** or (20%) of revenue, compared to $(16.0) million, or (27%) of revenue in Q1 2023.
> • Adjusted Net Income was $13.0 million, compared to $9.1 million in Q1 2023.
> • ***Adjusted EBITDA was $20.0 million***, or 32% of revenue, compared to $15.7 million, or 26% of revenue in Q1 2023.
> • Cash Flow from Operations was $16.6 million in the quarter.
> • Unlevered Free Cash Flow was $28.3 million in the quarter.
>
> * * *
>
> **Business Outlook**
>
> Based on information as of May 7, 2024, the Company is issuing the following financial guidance.
>
> **Second Quarter 2024:**
>
> • ***Revenue is expected to be in the range of $62.0 – $63.5 million,*** a 2-4% increase year over year.
> • Adjusted Operating Income is expected to be in the range of $17.0 – $18.5 million.
> • Adjusted EBITDA is expected to be in the range of $18.5 – $20.0 million, and 30-32% adjusted EBITDA margin.
> • Adjusted Net Income is expected to be $13.5 – $14.5 million.
> • Adjusted Net Income Per Diluted Share is expected to be $0.08 – $0.09 per share on approximately 157.2 million weighted-average shares outstanding.
>
> **Full Year 2024:**
>
> • ***Revenue is expected to be in the range of $255 – $261 million,*** a 1-4% increase from the prior year.
> • Adjusted Operating Income is expected to be in the range of $75.0 – $78.0 million.
> • ***Adjusted EBITDA is expected to be in the range of $81.5 – $84.5 million,*** for a full-year adjusted EBITDA margin of 32-33%.
> • Adjusted Net Income is expected to be $56.5 – $59.5 million.
> • Adjusted Net Income Per Diluted Share is expected to be $0.36 – $0.38 per share on approximately 157.5 million weighted-average shares outstanding.

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[1] Unless otherwise stated, all emphasis in bold and italics hereinafter is added, and all footnotes are omitted.

19. On May 7, 2024, the Company submitted its quarterly report for the period ended March 31, 2024 on a Form 10-Q filed with the SEC (the "1Q24 10-Q"). The 1Q24 10-Q affirmed the previously reported financial results. The 1Q24 10-Q further reported the following regarding the Company's total assets:

	March 31, 2024	December 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	$ 105,994	$ 130,976
Short-term investments	189,174	177,092
Accounts receivable, net	56,655	59,249
Prepaid expenses and other assets	13,296	13,120
Deferred contract costs	13,598	13,490
Total current assets	378,717	393,927
Property and equipment, net	4,100	4,471
Operating lease right-of-use assets, net	9,022	9,594
Other assets	1,978	2,388
Deferred contract costs	16,219	17,320
Intangible assets, net	317,972	323,121
Goodwill	1,082,137	1,075,080
Total assets	$ 1,810,145	$ 1,825,901

20. The 1Q24 10-Q reported the Company's carrying amounts of goodwill and intangible assets, as of March 31, 2024, in relevant part:

	March 31, 2024		
(in thousands)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Finite-lived intangible assets:			
Customer relationships	$ 410,390	$ (171,776)	$ 238,614
Developed technologies	85,116	(36,146)	48,970
Tradenames	36,093	(9,935)	26,158
Database	50,209	(45,979)	4,230
Total finite-lived intangible assets	581,808	(263,836)	317,972
Goodwill	1,082,137	—	1,082,137
Total goodwill and intangible assets	$ 1,663,945	$ (263,836)	$ 1,400,109

21. The 1Q24 10-Q reported the Company's ***estimated total intangible amortization expense during the next five years*** and thereafter, in relevant part:

(in thousands)		
2024, excluding the three months ended March 31, 2024	$	36,661
2025		47,013
2026		40,838
2027		34,942
2028		30,778
Thereafter		127,740
Total	$	317,972

The Company determined it had one reporting unit.

Goodwill consisted of the following:

(in thousands)		Three Months Ended March 31, 2024		Twelve Months Ended December 31, 2023
Goodwill - beginning of period	$	1,075,080	$	1,324,733
Goodwill acquired during period		7,057		37,747
Goodwill impairment loss		—		(287,400)
Goodwill - end of period	$	1,082,137	$	1,075,080

22. The above statements identified in ¶¶ 18-21 were materially false and/or misleading, and failed to disclose material adverse facts about the Company's business, operations, and prospects. Specifically, Defendants failed to disclose to investors: (1) that Definitive Healthcare was substantially likely to experience a triggering event requiring management to perform a quantitative goodwill impairment test; (2) that the Company was reasonably likely to experience a net loss amounting to (480%) of revenue; (3) that a departure of the Company's Chief Revenue Officer could cause disruptions affecting full year guidance; (4) that, as a result, the Company was significantly likely to reduce its 2024 financial guidance; and (5) that, as a result of the foregoing, Defendants' positive statements about the Company's business, operations, and prospects were materially misleading and/or lacked a reasonable basis.

Disclosures at the End of the Class Period

23. On July 30, 2024, after the market closed, Definitive Healthcare announced its financial results for the quarter ended June 30, 2024, reporting that the Company's second quarter "Net Loss is expected to be $(306.2) million, ***inclusive of a $363.6 million goodwill impairment in the quarter, or (480%) of revenue***." The Company further disclosed that its Chief Revenue Officer, Carrie Lazorchak, had provided notice of her resignation, effective August 2, 2024. As a

result, the Company reduced its 2024 financial guidance from $255 to $261 million to $247 to $251 million, a reduction of $9 million at the midpoint. The Company explained its revised guidance "***incorporates the impact of current conditions as of July 30, 2024, as well as consideration of potential disruptions from Ms. Lazorchak's departure.***" Specifically, the Company filed a Form 8-K with the SEC which reported the Company's results of operations and financial condition, stating in relevant part:

> Item 2.02 Results of Operations and Financial Condition
>
> *Preliminary Financial Results for the Three Months Ended June 30, 2024 (unaudited)*
>
> On July 30, 2024, Definitive Healthcare Corp. ("Definitive Healthcare" or the "Company") announced selected preliminary results for the quarter ended June 30, 2024.
>
> **Second Quarter 2024 Preliminary Results:**
>
> ***• Revenue is expected to be $63.7 million, an increase of 5% from $61.0 million in Q2 2023.***
>
> ***• Operating Loss is expected to be $(369.6) million, inclusive of a $363.6 million goodwill impairment in the quarter, compared to $(12.1) million in Q2 2023.***
>
> • Adjusted Operating Income is expected to be $19.3 million, compared to $16.0 million in Q2 2023
>
> ***• Net Loss is expected to be $(306.2) million, inclusive of a $363.6 million goodwill impairment in the quarter, or (480%) of revenue, compared to $(11.6) million, or (19%) of revenue in Q2 2023.***
>
> • Adjusted EBITDA is expected to be $20.9 million, or 33% of revenue, compared to $17.2 million, or 28% of revenue in Q2 2023.
>
> • Adjusted Net Income is expected to be $14.2 million, compared to $12.4 million in Q2 2023.
>
> • Net Loss Per Diluted Share is expected to be $(1.81), compared to $(0.08) in Q2 2023.
>
> • Adjusted Net Income Per Diluted Share is expected to be $0.09, compared to $0.08 in Q2 2023.

> These preliminary financial results are unaudited, based on currently available information and do not present all necessary information for a complete understanding of the Company's financial condition as of June 30, 2024 or its results of operations for the quarter ended June 30, 2024. The Company plans to release its second-quarter financial results and hold its second-quarter earnings call on Monday, August 5, 2024, after market close.
>
> Based on information and expectations as of July 30, 2024, the Company is revising its ***financial guidance for the full year 2024, previously issued on May 7, 2024, as follows:***
>
> ***• Revenue is expected to be in the range of $247 – $251 million.***
>
> • ***Adjusted Operating Income is expected to be in the range of $67 – $71 million.***
>
> ***• Adjusted EBITDA is expected to be in the range of $74 – $77 million, for a full-year adjusted EBITDA margin of 30-31%.***
>
> • Adjusted Net Income is expected to be in the range of $50 – $53 million.
>
> • Adjusted Net Income Per Diluted Share is expected to be $0.32 – $0.34 per share on approximately 156.8 million weighted-average shares outstanding.
>
> ***This revised guidance incorporates the impact of current conditions as of July 30, 2024, as well as consideration of potential disruptions from Ms. Lazorchak's departure disclosed below***.
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> * * *
>
> **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**
>
> On July 24, 2024, Carrie Lazorchak, the Chief Revenue Officer of the Company, provided the Company with notice of her resignation, effective August 2, 2024. As of such date, the Company's sales organization will report to Kevin Coop, the Company's Chief Executive Officer.

24. On this news, the Company's share price fell $1.84 or 32.1%, to close at $3.90 on July 31, 2024, on unusually heavy trading volume.

CLASS ACTION ALLEGATIONS

25. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3) on behalf of a class, consisting of all persons and entities that purchased

or otherwise acquired Definitive Healthcare securities between May 7, 2024 and July 30, 2024, inclusive , and who were damaged thereby (the "Class"). Excluded from the Class are Defendants, the officers and directors of the Company, at all relevant times, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had a controlling interest.

26. The members of the Class are so numerous that joinder of all members is impracticable. Throughout the Class Period, Definitive Healthcare's shares actively traded on the NASDAQ. While the exact number of Class members is unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff believes that there are at least hundreds or thousands of members in the proposed Class. Millions of Definitive Healthcare shares were traded publicly during the Class Period on the NASDAQ. Record owners and other members of the Class may be identified from records maintained by Definitive Healthcare or its transfer agent and may be notified of the pendency of this action by mail, using the form of notice similar to that customarily used in securities class actions.

27. Plaintiff's claims are typical of the claims of the members of the Class as all members of the Class are similarly affected by Defendants' wrongful conduct in violation of federal law that is complained of herein.

28. Plaintiff will fairly and adequately protect the interests of the members of the Class and has retained counsel competent and experienced in class and securities litigation.

29. Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual members of the Class. Among the questions of law and fact common to the Class are:

(a) whether the federal securities laws were violated by Defendants' acts as alleged herein;

(b) whether statements made by Defendants to the investing public during the Class Period omitted and/or misrepresented material facts about the business, operations, and prospects of Definitive Healthcare; and

(c) to what extent the members of the Class have sustained damages and the proper measure of damages.

30. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the damages suffered by individual Class members may be relatively small, the expense and burden of individual litigation makes it impossible for members of the Class to individually redress the wrongs done to them. There will be no difficulty in the management of this action as a class action.

UNDISCLOSED ADVERSE FACTS

31. The market for Definitive Healthcare's securities was open, well-developed and efficient at all relevant times. As a result of these materially false and/or misleading statements, and/or failures to disclose, Definitive Healthcare's securities traded at artificially inflated prices during the Class Period. Plaintiff and other members of the Class purchased or otherwise acquired Definitive Healthcare's securities relying upon the integrity of the market price of the Company's securities and market information relating to Definitive Healthcare, and have been damaged thereby.

32. During the Class Period, Defendants materially misled the investing public, thereby inflating the price of Definitive Healthcare's securities, by publicly issuing false and/or misleading statements and/or omitting to disclose material facts necessary to make Defendants' statements, as set forth herein, not false and/or misleading. The statements and omissions were materially false

and/or misleading because they failed to disclose material adverse information and/or misrepresented the truth about Definitive Healthcare's business, operations, and prospects as alleged herein.

33. At all relevant times, the material misrepresentations and omissions particularized in this Complaint directly or proximately caused or were a substantial contributing cause of the damages sustained by Plaintiff and other members of the Class. As described herein, during the Class Period, Defendants made or caused to be made a series of materially false and/or misleading statements about Definitive Healthcare's financial well-being and prospects. These material misstatements and/or omissions had the cause and effect of creating in the market an unrealistically positive assessment of the Company and its financial well-being and prospects, thus causing the Company's securities to be overvalued and artificially inflated at all relevant times. Defendants' materially false and/or misleading statements during the Class Period resulted in Plaintiff and other members of the Class purchasing the Company's securities at artificially inflated prices, thus causing the damages complained of herein when the truth was revealed.

LOSS CAUSATION

34. Defendants' wrongful conduct, as alleged herein, directly and proximately caused the economic loss suffered by Plaintiff and the Class.

35. During the Class Period, Plaintiff and the Class purchased Definitive Healthcare's securities at artificially inflated prices and were damaged thereby. The price of the Company's securities significantly declined when the misrepresentations made to the market, and/or the information alleged herein to have been concealed from the market, and/or the effects thereof, were revealed, causing investors' losses.

SCIENTER ALLEGATIONS

36. As alleged herein, Defendants acted with scienter since Defendants knew that the public documents and statements issued or disseminated in the name of the Company were materially false and/or misleading; knew that such statements or documents would be issued or disseminated to the investing public; and knowingly and substantially participated or acquiesced in the issuance or dissemination of such statements or documents as primary violations of the federal securities laws. As set forth elsewhere herein in detail, the Individual Defendants, by virtue of their receipt of information reflecting the true facts regarding Definitive Healthcare, their control over, and/or receipt and/or modification of Definitive Healthcare's allegedly materially misleading misstatements and/or their associations with the Company which made them privy to confidential proprietary information concerning Definitive Healthcare, participated in the fraudulent scheme alleged herein.

APPLICABILITY OF PRESUMPTION OF RELIANCE

(FRAUD-ON-THE-MARKET DOCTRINE)

37. The market for Definitive Healthcare's securities was open, well-developed and efficient at all relevant times. As a result of the materially false and/or misleading statements and/or failures to disclose, Definitive Healthcare's securities traded at artificially inflated prices during the Class Period. On May 7, 2024, the Company's share price closed at a Class Period high of $7.25 per share. Plaintiff and other members of the Class purchased or otherwise acquired the Company's securities relying upon the integrity of the market price of Definitive Healthcare's securities and market information relating to Definitive Healthcare, and have been damaged thereby.

38. During the Class Period, the artificial inflation of Definitive Healthcare's shares was caused by the material misrepresentations and/or omissions particularized in this Complaint

causing the damages sustained by Plaintiff and other members of the Class. As described herein, during the Class Period, Defendants made or caused to be made a series of materially false and/or misleading statements about Definitive Healthcare's business, prospects, and operations. These material misstatements and/or omissions created an unrealistically positive assessment of Definitive Healthcare and its business, operations, and prospects, thus causing the price of the Company's securities to be artificially inflated at all relevant times, and when disclosed, negatively affected the value of the Company shares. Defendants' materially false and/or misleading statements during the Class Period resulted in Plaintiff and other members of the Class purchasing the Company's securities at such artificially inflated prices, and each of them has been damaged as a result.

39. At all relevant times, the market for Definitive Healthcare's securities was an efficient market for the following reasons, among others:

(a) Definitive Healthcare shares met the requirements for listing, and was listed and actively traded on the NASDAQ, a highly efficient and automated market;

(b) As a regulated issuer, Definitive Healthcare filed periodic public reports with the SEC and/or the NASDAQ;

(c) Definitive Healthcare regularly communicated with public investors via established market communication mechanisms, including through regular dissemination of press releases on the national circuits of major newswire services and through other wide-ranging public disclosures, such as communications with the financial press and other similar reporting services; and/or

(d) Definitive Healthcare was followed by securities analysts employed by brokerage firms who wrote reports about the Company, and these reports were distributed to the sales force and certain customers of their respective brokerage firms. Each of these reports was publicly available and entered the public marketplace.

40. As a result of the foregoing, the market for Definitive Healthcare's securities promptly digested current information regarding Definitive Healthcare from all publicly available sources and reflected such information in Definitive Healthcare's share price. Under these circumstances, all purchasers of Definitive Healthcare's securities during the Class Period suffered similar injury through their purchase of Definitive Healthcare's securities at artificially inflated prices and a presumption of reliance applies.

41. A Class-wide presumption of reliance is also appropriate in this action under the Supreme Court's holding in *Affiliated Ute Citizens of Utah v. United States*, 406 U.S. 128 (1972), because the Class's claims are, in large part, grounded on Defendants' material misstatements and/or omissions. Because this action involves Defendants' failure to disclose material adverse information regarding the Company's business operations and financial prospects—information that Defendants were obligated to disclose—positive proof of reliance is not a prerequisite to recovery. All that is necessary is that the facts withheld be material in the sense that a reasonable investor might have considered them important in making investment decisions. Given the importance of the Class Period material misstatements and omissions set forth above, that requirement is satisfied here.

NO SAFE HARBOR

42. The statutory safe harbor provided for forward-looking statements under certain circumstances does not apply to any of the allegedly false statements pleaded in this Complaint. The statements alleged to be false and misleading herein all relate to then-existing facts and conditions. In addition, to the extent certain of the statements alleged to be false may be characterized as forward looking, they were not identified as "forward-looking statements" when

made and there were no meaningful cautionary statements identifying important factors that could cause actual results to differ materially from those in the purportedly forward-looking statements. In the alternative, to the extent that the statutory safe harbor is determined to apply to any forward-looking statements pleaded herein, Defendants are liable for those false forward-looking statements because at the time each of those forward-looking statements was made, the speaker had actual knowledge that the forward-looking statement was materially false or misleading, and/or the forward-looking statement was authorized or approved by an executive officer of Definitive Healthcare who knew that the statement was false when made.

FIRST CLAIM

Violation of Section 10(b) of The Exchange Act and

Rule 10b-5 Promulgated Thereunder

Against All Defendants

43. Plaintiff repeats and re-alleges each and every allegation contained above as if fully set forth herein.

44. During the Class Period, Defendants carried out a plan, scheme and course of conduct which was intended to and, throughout the Class Period, did: (i) deceive the investing public, including Plaintiff and other Class members, as alleged herein; and (ii) cause Plaintiff and other members of the Class to purchase Definitive Healthcare's securities at artificially inflated prices. In furtherance of this unlawful scheme, plan and course of conduct, Defendants, and each defendant, took the actions set forth herein.

45. Defendants (i) employed devices, schemes, and artifices to defraud; (ii) made untrue statements of material fact and/or omitted to state material facts necessary to make the statements not misleading; and (iii) engaged in acts, practices, and a course of business which operated as a fraud and deceit upon the purchasers of the Company's securities in an effort to

maintain artificially high market prices for Definitive Healthcare's securities in violation of Section 10(b) of the Exchange Act and Rule 10b-5. All Defendants are sued either as primary participants in the wrongful and illegal conduct charged herein or as controlling persons as alleged below.

46. Defendants, individually and in concert, directly and indirectly, by the use, means or instrumentalities of interstate commerce and/or of the mails, engaged and participated in a continuous course of conduct to conceal adverse material information about Definitive Healthcare's financial well-being and prospects, as specified herein.

47. Defendants employed devices, schemes and artifices to defraud, while in possession of material adverse non-public information and engaged in acts, practices, and a course of conduct as alleged herein in an effort to assure investors of Definitive Healthcare's value and performance and continued substantial growth, which included the making of, or the participation in the making of, untrue statements of material facts and/or omitting to state material facts necessary in order to make the statements made about Definitive Healthcare and its business operations and future prospects in light of the circumstances under which they were made, not misleading, as set forth more particularly herein, and engaged in transactions, practices and a course of business which operated as a fraud and deceit upon the purchasers of the Company's securities during the Class Period.

48. Each of the Individual Defendants' primary liability and controlling person liability arises from the following facts: (i) the Individual Defendants were high-level executives and/or directors at the Company during the Class Period and members of the Company's management team or had control thereof; (ii) each of these defendants, by virtue of their responsibilities and activities as a senior officer and/or director of the Company, was privy to and participated in the

creation, development and reporting of the Company's internal budgets, plans, projections and/or reports; (iii) each of these defendants enjoyed significant personal contact and familiarity with the other defendants and was advised of, and had access to, other members of the Company's management team, internal reports and other data and information about the Company's finances, operations, and sales at all relevant times; and (iv) each of these defendants was aware of the Company's dissemination of information to the investing public which they knew and/or recklessly disregarded was materially false and misleading.

49. Defendants had actual knowledge of the misrepresentations and/or omissions of material facts set forth herein, or acted with reckless disregard for the truth in that they failed to ascertain and to disclose such facts, even though such facts were available to them. Such defendants' material misrepresentations and/or omissions were done knowingly or recklessly and for the purpose and effect of concealing Definitive Healthcare's financial well-being and prospects from the investing public and supporting the artificially inflated price of its securities. As demonstrated by Defendants' overstatements and/or misstatements of the Company's business, operations, financial well-being, and prospects throughout the Class Period, Defendants, if they did not have actual knowledge of the misrepresentations and/or omissions alleged, were reckless in failing to obtain such knowledge by deliberately refraining from taking those steps necessary to discover whether those statements were false or misleading.

50. As a result of the dissemination of the materially false and/or misleading information and/or failure to disclose material facts, as set forth above, the market price of Definitive Healthcare's securities was artificially inflated during the Class Period. In ignorance of the fact that market prices of the Company's securities were artificially inflated, and relying directly or indirectly on the false and misleading statements made by Defendants, or upon the

integrity of the market in which the securities trades, and/or in the absence of material adverse information that was known to or recklessly disregarded by Defendants, but not disclosed in public statements by Defendants during the Class Period, Plaintiff and the other members of the Class acquired Definitive Healthcare's securities during the Class Period at artificially high prices and were damaged thereby.

51. At the time of said misrepresentations and/or omissions, Plaintiff and other members of the Class were ignorant of their falsity, and believed them to be true. Had Plaintiff and the other members of the Class and the marketplace known the truth regarding the problems that Definitive Healthcare was experiencing, which were not disclosed by Defendants, Plaintiff and other members of the Class would not have purchased or otherwise acquired their Definitive Healthcare securities, or, if they had acquired such securities during the Class Period, they would not have done so at the artificially inflated prices which they paid.

52. By virtue of the foregoing, Defendants violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder.

53. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff and the other members of the Class suffered damages in connection with their respective purchases and sales of the Company's securities during the Class Period.

SECOND CLAIM

Violation of Section 20(a) of The Exchange Act

Against the Individual Defendants

54. Plaintiff repeats and re-alleges each and every allegation contained above as if fully set forth herein.

55. Individual Defendants acted as controlling persons of Definitive Healthcare within the meaning of Section 20(a) of the Exchange Act as alleged herein. By virtue of their high-level

positions and their ownership and contractual rights, participation in, and/or awareness of the Company's operations and intimate knowledge of the false financial statements filed by the Company with the SEC and disseminated to the investing public, Individual Defendants had the power to influence and control and did influence and control, directly or indirectly, the decision-making of the Company, including the content and dissemination of the various statements which Plaintiff contends are false and misleading. Individual Defendants were provided with or had unlimited access to copies of the Company's reports, press releases, public filings, and other statements alleged by Plaintiff to be misleading prior to and/or shortly after these statements were issued and had the ability to prevent the issuance of the statements or cause the statements to be corrected.

56. In particular, Individual Defendants had direct and supervisory involvement in the day-to-day operations of the Company and, therefore, had the power to control or influence the particular transactions giving rise to the securities violations as alleged herein, and exercised the same.

57. As set forth above, Definitive Healthcare and Individual Defendants each violated Section 10(b) and Rule 10b-5 by their acts and omissions as alleged in this Complaint. By virtue of their position as controlling persons, Individual Defendants are liable pursuant to Section 20(a) of the Exchange Act. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff and other members of the Class suffered damages in connection with their purchases of the Company's securities during the Class Period.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

(a) Determining that this action is a proper class action under Rule 23 of the Federal Rules of Civil Procedure;

(b) Awarding compensatory damages in favor of Plaintiff and the other Class members against all defendants, jointly and severally, for all damages sustained as a result of Defendants' wrongdoing, in an amount to be proven at trial, including interest thereon;

(c) Awarding Plaintiff and the Class their reasonable costs and expenses incurred in this action, including counsel fees and expert fees; and

(d) Such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury.

Dated: ______, 2024

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