

These Purchase Order Terms and Conditions (these “Terms”), together with the Purchase Order to which they are attached (the “PO”) and any executed Order Document, constitutes the agreement (the “Agreement”) between the Clarivate entity identified on the PO (“Clarivate”) and the supplier entity identified on the PO (“Company”) and, together with Clarivate, the “Parties”, and each a “Party”). Company has been provided these Terms, and an opportunity to review and object to them, prior to the commencement of its performance of its obligations under the Agreement. By commencing such performance, Company agrees to be bound by these Terms.

Capitalized terms used herein have the following definitions:

“Background Materials” means a Party’s pre-existing intellectual property and other proprietary materials that it owns or licenses prior to performance of the Services.

“Clarivate Data” means all data and information submitted or made available by Clarivate and its Representatives, customers, and suppliers to Company and its Representatives.

“Confidential Information” means any non-public information disclosed by a Party to the other Party. Confidential Information does not include information that (i) is received from a third party without a restriction against disclosure, (ii) was known to the recipient prior to disclosure, or (iii) was independently developed by the recipient without subsequent use of the disclosing Party’s Confidential Information.

“Data Protection Laws” means all applicable laws and regulations related to processing and protection of Personal Data, including, but not limited, to Regulation (EU) 2016/679, the General Data Protection Regulation (“GDPR”), the UK General Data Protection Regulation and UK Data Protection Act 2018 (“UK Data Protection Law”), US state consumer privacy laws (including but not limited to the California Consumer Privacy Act, as amended by the California Privacy Rights Act (“CCPA”) (collectively, “State Consumer Privacy Laws”), Switzerland New Federal Act on Data Protection (“FADP”), Canadian Personal Information Protection and Electronic Documents Act (“PIPEDA”), Brazilian General Data Protection Law (“LGPD”), and Privacy Act 1988 of Australia (“Australian Privacy Law”) as amended from time to time, applicable to the Processing of any Clarivate Data under the Agreement.

“Deliverables” means all deliverables created by Company or its personnel in connection with the provision of the Services.

“Order Document” means any agreement which sets forth the specific terms for delivery of the Products and/or performance of the Services.

“Personal Data” means any information that relates to an identified or identifiable natural person.

“Products” means the software, equipment, materials, and other goods that Company has agreed to provide to Clarivate as described in the PO and/or Order Document.

“Representatives” means a Party’s affiliates, personnel, contractors, auditors, agents, consultants, and advisors.

“Services” means the services that Company has agreed to provide to Clarivate as described in the PO and/or Order Document.

#### Section 1. PROVISION, DELIVERY, AND RETURN OF PRODUCT/SERVICES.

- 1.1. Company will provide the Products and/or Services as outlined in the PO to Clarivate. Company may not make Product substitutions or over shipments without Clarivate’s prior written authorization.
- 1.2. Unless otherwise requested or authorized by Clarivate, Company will deliver all Products in one lot. Company will include in its shipment all user manuals, manufacturer warranties, or any other materials intended by the Product manufacturer to accompany the Products.
- 1.3. Unless otherwise specified by Clarivate, the shipping terms will be Delivered Duty Paid (D.D.P.) Destination, as per INCOTERMS 2010. Company may only add actual freight costs to its invoices to Clarivate, if applicable.
- 1.4. Clarivate may return Products to Company within six months of Clarivate’s acceptance of the Products and receive a full refund, provided such Products are in their original packing and in condition suitable for resale as new. Products that are custom-made or obsolete are not eligible for return, except in cases where the Product is defective.
- 1.5. If the return is due to an error by Clarivate, the shipping terms for the returned Products will be Delivered At Place (DAP) Destination, as per INCOTERMS 2010. For all other product returns, the shipping terms will be Ex Works (EXW) Origination, as per INCOTERMS 2010.

#### Section 2. INVOICING AND PAYMENT.

- 2.1. Clarivate agrees to pay Company the fees listed on the PO within the payment terms specified on the PO following Clarivate’s receipt of Company’s undisputed invoice, subject to deduction by Clarivate for any setoff or counterclaim relating to the PO. Clarivate can make payments to Company via card, check, or Electronic Funds Transfer.
- 2.2. Clarivate is not responsible for any sales, use, excise, transaction, VAT, or other taxes unless such tax is separately stated in the applicable invoice. Clarivate has no obligation to pay any taxes or fees based on Company’s net income or withholding taxes assessed by any jurisdiction worldwide.
- 2.3. Company will invoice Clarivate following its shipment of the Products or its performance of the Services. Company agrees to send its invoices in compliance with Clarivate’s Invoice Submission Instructions by Entity Policy (available at <https://clarivate.com/legal-center/supplier-support/>).

#### Section 3. INTELLECTUAL PROPERTY RIGHTS.

- 3.1. The Services may include or result in the creation of Deliverables. Clarivate will own all worldwide rights, title, and interest in any Deliverable. If any of the Deliverables (including related intellectual property rights) are not owned by Clarivate automatically by law as “works for hire” upon their creation, then Company will have been considered to have assigned all rights, title, and interest in and to such Deliverables to Clarivate.
- 3.2. Notwithstanding [Section 3.1](#), Company will continue to own Company’s Background Materials, so long as Company has identified these materials to Clarivate in writing; provided that, to any extent any of Company’s Background Materials are included in any Deliverable, Company grants Clarivate a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license to use, execute, reproduce, display, adapt, publicly perform, prepare derivative works of, or otherwise exploit Company’s Background Materials included in such Deliverable.
- 3.3. All Clarivate Data and Clarivate’s Background Materials that Clarivate makes available to Company are and will remain the exclusive property of Clarivate. Clarivate grants Company a royalty-free, non-transferable, non-sublicensable, revocable, non-exclusive right to use Clarivate Property solely to the extent and for as long as is necessary for Company to provide the Services to Clarivate.

#### Section 4. COMPANY RELATIONSHIP WITH CLARIVATE.

4.1. Services Warranties. Company represents and warrants that:

- (a) Company will provide the Services to Clarivate in a professional, timely, and workmanlike manner with all due care, skill, and diligence, in accordance with the specifications, service levels, and guidelines set forth in each Order Document (if applicable), and, in any case, in compliance with all applicable laws and regulations, including those related to export, bribery, money laundering, and corrupt practices;
- (b) The Products and/or Services will be free from all material defects for a period of 90 days from their delivery date. If the Products and/or Services are found to be defective within this period, Clarivate will notify Company. At Clarivate’s election, and at no additional charge to Clarivate, Company will promptly cure all defects or refund to Clarivate all fees and expenses paid for the Products and/or Services; and
- (c) Company will not subcontract any of its obligations under the Agreement to a subcontractor that is not its affiliate unless Company has received Clarivate’s prior written consent, in which case Company will remain responsible for any breaches of the Agreement by its subcontractors.

4.2. WARRANTY DISCLAIMER. EXCEPT AS SPECIFICIED IN THE AGREEMENT, COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.3. Publicity. Company will not publicly use the name, trademark, or logo of Clarivate (or any of Clarivate’s affiliates) in any publicity, promotion, news



release, website posting, announcement, client list, marketing/promotional material, case study, advertisement, or other disclosure, or otherwise refer to Clarivate (or any of Clarivate's affiliates) in any way without Clarivate's prior written consent.

- 4.4. Code of Conduct. Company agrees to comply with Clarivate's Supply Chain Code of Conduct, as it may change from time to time. Clarivate's Supply Chain Code of Conduct is incorporated into this Agreement by this reference and is available at <https://clarivate.com/legal-center/supplier-support/>.
- 4.5. Insurance. During the term of the Agreement, Company will obtain and maintain, at its sole expense, commercially reasonable insurance coverages, including, Professional Liability and Cyber Liability, in sufficient amounts to address all potential exposures for claims that may arise out of the delivery (or failure to deliver) the Products and/or Services. Company should also maintain sufficient General Liability, Automobile Liability, and Umbrella Liability coverage along with Workers Compensation insurance, as may be required by applicable law. Company must provide immediate notification to Clarivate in the event such insurance is reduced in coverage or limits, suspended, voided, or cancelled. Upon request, Company will provide Clarivate with certificates of insurance coverage as required above.

#### Section 5. CONFIDENTIALITY.

Each Party agrees to use (and to cause its Representatives to use) the other Party's Confidential Information solely for the reason for which it was disclosed, and to not disclose (and to prevent its Representatives from disclosing) the other Party's Confidential Information to anyone else, except to the extent required by law or to its Representatives who need to know such information and are bound by a professional or contractual obligation similarly restricting use and disclosure. If a court or government agency orders either Party to disclose the Confidential Information of the other Party, the Party will promptly notify the other Party, to the extent reasonably practicable and legally permissible, so that an appropriate protective order or other remedy can be obtained and will only disclose that portion of the Confidential Information which is necessary.

#### Section 6. DATA PRIVACY.

Company represents and warrants that it operates its business in a manner compliant in all material respects with all Data Protection Laws applicable to Company's processing and protection of Personal Data. If Company processes any Personal Data belonging to or provided by Clarivate as part of the supply of Services or Products, Company agrees to enter into a data processing addendum with Clarivate to set out the scope, nature, and purpose of processing and to protect such data in compliance with Data Protection Laws, prior to Company performing any data processing services on Clarivate's behalf. The terms of such data processing addendum are then incorporated herein by reference and will prevail over these Terms.

#### Section 7. LIABILITY AND INDEMNIFICATION.

- 7.1. EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATIONS, EITHER PARTY'S FRAUD, BAD FAITH, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR COMPANY'S BREACH OF ITS DATA PRIVACY OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING THOSE FOR BUSINESS INTERRUPTION, OR LOSS OF PROFITS, GOODWILL OR REVENUE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.2. Company agrees to defend, indemnify, and hold harmless Clarivate, its affiliates, and the directors, officers, employees, contractors, and agents of Clarivate and its affiliates from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses, including reasonable attorneys' fees, that are based on, arise out of, or are related to: (i) Company's breach of any of its representations, warranties, or covenants hereunder, (ii) any claim that the Services or Products, or their possession or use by Clarivate, breaches any applicable law or violates any third party intellectual property right, (iii) any act or omission by Company that constitutes fraud, bad faith, negligence, or willful misconduct, or (iv) any injury or damage caused by Company to Clarivate's personnel or property during the performance of its obligations hereunder.

#### Section 8. TERM AND TERMINATION.

- 8.1. Term. The Agreement will remain in effect during the term of the PO unless terminated by a Party in accordance with this Section 8.
- 8.2. Termination. If a Party materially breaches this Agreement, the other Party may send a written notice advising of the breach and providing a 30-day period for the breach to be cured. If the breach has not been cured within such 30-day period, the non-breaching Party may immediately terminate the Agreement. Additionally, Clarivate may terminate this Agreement for any reason upon 30 days' written notice to Company.
- 8.3. Impact of Termination. If the Agreement is terminated, Clarivate will pay Company for all Products and/or Services delivered to Clarivate and (if applicable) reasonable expenses incurred through the date of termination, except in the case of a termination by Clarivate due to Company's material breach. Company will promptly repay Clarivate the appropriate pro-rated amount through the date of termination if Clarivate has paid any fees to Company in advance. All other rights and obligations of the Parties in this Agreement will terminate, except the Parties' rights and obligations that are intended to survive the Agreement's termination or expiration.

#### Section 9. GENERAL PROVISIONS.

- 9.1. Entire agreement. The Agreement forms the complete agreement between the Parties regarding the Products and Services. The Agreement replaces and supersedes any prior agreements and understandings (oral or written) regarding the Products and Services.
- 9.2. Assignment. Neither Party can assign its rights or obligations under this Agreement without the other Party's prior written consent. However, Clarivate may assign its rights and obligations under this Agreement to one of its affiliates or to a third-party successor-in-interest in connection with a change of control. This Agreement is binding upon the Parties' respective successors and permitted assigns.
- 9.3. Amendment. This Agreement may only be amended pursuant to a written agreement signed by both Parties.
- 9.4. Waiver. If a Party waives a breach or obligation of the other Party, then the waiver needs to be signed in writing by the Party granting the waiver.
- 9.5. Independent contractor relationship. Company is an independent contractor and not an employee, agent, fiduciary, or partner of Clarivate.
- 9.6. Special U.S. Government Provisions. For companies providing Services for Clarivate in the United States, in connection with Company's performance under the Agreement, Company agrees to comply with the provisions of the Federal Acquisition Regulations ("FAR") that follow, as well as those provisions of FAR 52.244-6 (available at [www.acquisition.gov/far](http://www.acquisition.gov/far)), as applicable. Specifically, Company agrees to comply with the following regulations, as applicable, in their entirety: **Company will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.** To the extent applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, and the VETS-4212 reporting requirements set forth in 41 CFR § 61-300.10 are hereby incorporated by reference into this Agreement.
- 9.7. Severability. If any provision of the Agreement is invalid, the rest of the Agreement will remain effective.
- 9.8. Supremacy. If the terms of this Agreement conflict with any preprinted terms on a quotation, acknowledgment, invoice, or similar document, the terms of the Agreement will prevail. Licensing terms accompanying any Product will supplement the terms of the Agreement unless they conflict, in which case the terms of this Agreement will take precedence. In cases where there is a conflict between these Terms and an Order Document signed by both Parties, the terms of the Order Document will prevail. If there exists a separately signed agreement between the Parties for the Products or Services, such agreement will override these Terms.
- 9.9. Governing Law and Jurisdiction. The Agreement will be governed by the laws of the jurisdiction where Clarivate is registered without regard to its conflicts of law provisions. The Parties hereby submit to the exclusive jurisdiction of the courts sitting in the jurisdiction where Clarivate is registered without restricting any right of appeal.