The Purchase Order Terms and Conditions together with its purchase order(s) (the “Order(s))", user
that describe the Products or Services (collectively, “PO”) is between the Affiliate purchasing Products
a Return Materials Authorization (“RMA”) number. If the return is due to Clarivate in condition for resale as new; Products that are custom or obsolete are not returnable except in the
industry standards. In the event that such Product or Service fails to satisfy these warranties,
following net 60 days of Clarivate Analytics’ official receipt of Seller’s undisputed invoice.
10. Indemnification. Seller will indemnify Clarivate Analytics for any and all liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable
attorneys’ fees) (“Losses”) insofar as such Claims or Losses are related to a breach by Seller of any
representation, warranty, covenant or agreement made by it hereunder or any injury or
damage caused by Seller or the Products to persons or property during the performance of its
obligations hereunder.
11. Sensitive Information. All goods (including but not limited to materials, systems, software,
hardware, tools and equipment) and information acquired directly or indirectly (including but not
limited to oral, written, visual, graphical, and electronic information), by Seller from Clarivate Analytics,
or analyses, compilations, studies or other documents prepared by Seller or its representatives which
contain or otherwise reflect such information provided by Clarivate Analytics (collectively, “Sensitive
Information”), shall be held in confidence and shall remain the exclusive property of Clarivate Analytics.
and shall be used and disclosed by Seller only to the extent necessary for its performance of this PO.
This Section 11 shall not apply to Sensitive Information that the Seller can demonstrate (a) is
or becomes generally available to the public other than as a result of disclosure by the Seller or anyone
to whom it transmits the Sensitive Information; (b) was known to it or in its possession on a non-
confidential basis prior to the date of disclosure to the Seller; or (c) is independently developed by the
Seller without use of, or reference to, the Sensitive Information.
12. Rights Assignment. Seller hereby assigns to Clarivate Analytics and its successors and assigns,
without further consideration and with full title guarantee, the entire worldwide right, title, and interest
to all work product related to the Services (including, without limitation, all intellectual property rights in
such work product whether existing now or in the future; whether or not registered and all applications
and renewals for the same) and waives or shall procure the waiver of all moral rights in relation to such
work product.
13. No Publicity. Seller shall not disclose, use, or refer to this PO, or the name, trade names, trademarks or service marks of the PO in any advertising, publicity release, customer list,
brochure or other written material without the prior written consent of Clarivate Analytics, which
consent may be withheld.
14. Independent Contractor. Seller is a nonexclusive independent contractor to Clarivate Analytics.
The employees or agents of Seller are not employees of Clarivate Analytics and are not eligible to
participate in any benefits or privileges given or extended by Clarivate Analytics, or by operation of law,
without the consent of Clarivate Analytics. If any such assignment made without prior written consent of Clarivate Analytics is void. For permitted subcontracts, assignments, or other transfer of the rights or obligations by Seller,
remains jointly and severally liable for the actions or omissions of the assignee. Clarivate Analytics shall be entitled to subcontract, assign or otherwise transfer any of its rights or obligations
under this PO to any third party. This PO is binding upon the parties’ respective successors and
assigns.
15. Compliance with Laws. The parties shall comply with all laws and regulations of a country,
where in that country, as the laws and regulations may change from time to time.
16. Governing Law. The laws of England and Wales (without regard to conflicts of laws) govern
all matters arising out of or relating to this PO. The Seller submits to the irrevocable jurisdiction of the
not apply to this PO.
22. Supremacy. Any preprinted terms and conditions on a quotation, acknowledgement, invoice,
or similar document which conflict with the terms of this PO are deemed superseded by this PO. Licensing
and use of the Clarivate Analytics name, logos and trademarks by Seller is subject to an agreement or
contract in writing by Seller and Clarivate Analytics.
23. Entire Agreement. Except as otherwise allowed in Section 22, this PO constitutes the entire
agreement between the parties and supersedes all previous agreements, written or oral, between the
parties with respect to the PO subject matter and cannot be modified except in a writing signed by
the parties. Nothing in this Section 23 shall exclude or limit either party’s liability for fraud or deceit.
18. Non-Waiver. No course of dealing, course of performance, or failure of either party to enforce
strictly any PO provision is to be construed as a waiver of a provision.
19. Remedies; Attorney Fees and Costs. Clarivate Analytics’ rights and remedies in this PO are
cumulative and additional to any other rights and remedies provided in law or equity. In any action
brought under this PO, Clarivate Analytics is entitled to receive all costs and reasonable attorney’s fees.
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