1. Definitions. "Affiliate" means Camelot Holdings (Jersey) Limited and its indirect and direct Controlled entities only or that is a successor (including, without limitation, by change of name, by amalgamation, merger, consolidation, reorganization, sale, or other disposition) to any such business entity or its business assets. "Controlled" means the power to direct or cause the direction of the management or policies of an entity, whether through direct or indirect ownership of voting securities, by contract, or otherwise. "Products" means the products, materials, and other goods obtained by Clarivate Analytics from Seller, as identified in an Order. "Services" means the services that are performed by Seller including, without limitation, training, installation, configuration, and maintenance and support, as identified in an Order.

2. Orders. Clarivate Analytics may procure Products and Services from Seller by issuing an Order to Seller, and Seller shall provide such Products and Services as set forth in the Order. Time is of the essence in the performance of this PO. Seller shall be deemed to have indicated acceptance of an Order and this PO by commencement of performance hereunder. No changes by Seller to an Order, including adjustment of the price, quantity, or the delivery or installation dates, or any other term, shall be deemed to have indicated acceptance of an Order and this PO by commencement of performance hereunder. Notwithstanding the foregoing, all claims for money due or to become due to Seller shall be made against Clarivate Analytics, which will not be unreasonably withheld or delayed. Any such assignment of a claim shall be made in accordance with the terms of the Order.

3. Delivery of Products. Unless otherwise requested or authorized by Clarivate Analytics, Products shall be delivered to Seller in accordance with the delivery terms set forth in the related Order. Clarivate Analytics may change the delivery terms for any Product at any time at its discretion, and Seller shall comply with such change. Notwithstanding the foregoing, Seller shall not be responsible for any Products returned to Seller by the Buyer as defective. "Lost" Products shall be replaced by Seller at no cost to Clarivate Analytics. The shipping terms for all returns of Products are F.O.B. Destination (INCOTERMS 2010). The shipping terms for the returned Products are D.D.P. Destination (INCOTERMS 2010). The shipping terms for the returned Products are D.D.P. Destination (INCOTERMS 2010).

4. Returns. Clarivate Analytics may return Products to Seller within six months of Clarivate Analytics' receipt of a return request from Seller. Seller shall be responsible for the cost of returning the Products to Seller. Clarivate Analytics may return Products to Seller within six months of Clarivate Analytics' receipt of a return request from Seller. Seller shall be responsible for the cost of returning the Products to Seller.

5. Compliance with Clarivate Analytics' Procedures; Insurance. If the Services are performed at a Clarivate Analytics location, Seller's personnel will observe and comply with Clarivate Analytics' security procedures, rules, regulations, and policies (as updated from time to time). Seller shall execute its best efforts to minimize any disruption to Clarivate Analytics' normal business operations at all times. Seller shall comply with Clarivate Analytics' Supply Chain Ethical Code, as it may change from time to time. The Clarivate Analytics Supply Chain Ethical Code is incorporated into this PO by reference and will be available to Seller upon request. Seller shall maintain, at its sole cost and expense, insurance sufficient to cover any claims or damages arising from or related to the Services.

6. Environmental, Health and Safety Laws. For all potentially hazardous Products and/or Services, the Seller shall submit information to Clarivate Analytics' Risk Management department, which shall at a minimum provide the information necessary to comply with the environmental, health and safety laws applicable in the jurisdiction for which the Product or Service is intended.

7. Pricing. Prices shall be as specified in the related Order. Seller shall promptly inform Clarivate Analytics of all quantity and other discounts, price reductions, and promotions available from Seller to Clarivate Analytics, which Clarivate Analytics may become eligible. Unless otherwise specifically permitted in this PO, there is no additional charge to Clarivate Analytics for Seller to perform its obligations or for Clarivate Analytics to exercise its rights under this PO.

8. Invoicing; Payment; Taxes. Seller will invoice Clarivate Analytics following its shipment of the Products or its performance of the Services. Clarivate Analytics' payment terms, for all orders, will be from the date of invoicing. Notwithstanding the foregoing, all claims for money due or to become due to Seller from Clarivate Analytics shall be subject to deduction by Clarivate Analytics for any setoff or counterclaim arising out of the PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO. The PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO. The PO. Clarivate Analytics is entitled to setoff or counterclaim arising out of the PO.

9. Warranties. Seller represents, warrants and undertakes to Clarivate Analytics that: (a) it is an entity validly existing under applicable laws; (b) it has all necessary right, license and authority to enter into the PO and to perform its obligations hereunder; (c) Seller's performance of all its obligations hereunder does not violate any applicable law, statute, regulation or ordinance; and (d) no third party intellectual property rights are violated by Seller performance of its obligations or by Clarivate Analytics' use of the Products and Services; (e) the Products and Services are fully and accurately described and enumerated as such and are not otherwise threatened or pending that could have a material adverse effect on Seller's ability to perform its obligations hereunder or on Clarivate Analytics' enjoyment of the rights granted hereunder; (f) it has appropriate insurance for all risks applicable; (g) the purpose is made known to Seller and Clarivate Analytics relies on Seller's judgment and selection; (i) the Product is new and not used, remanufactured, or reconditioned; and (j) it will perform the Services in a professional and workmanlike manner, consistent with the highest industry standards. In the event that such Product or Service fails to satisfy these warranties, representations, and conditions, without limitation to Clarivate Analytics' other rights and remedies, Seller at its own expense, will promptly repair or replace the Product with new conforming product or reperform the Services, as applicable, provided however, that Clarivate Analytics may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance.

10. Indemnification. Seller, at its own expense, shall defend, indemnify, and hold Clarivate Analytics harmless from all claims, actions, demands, or proceedings made against Clarivate Analytics ("Claims") or any 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 to the Products or persons or property during the performance of its obligations hereunder.

11. Sensitive Information. All goods (including but not limited to materials, systems, software, hardware, and the equipment and information provided directly or indirectly (including but not limited to oral, written, visual, graphical, and electronic information), by Seller in connection with the Services (including, without limitation, all intellectual property rights in such work or 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 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) 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 patents and marks) and Seller will execute and take all such actions as may be reasonably required by Clarivate Analytics to effectuate such assignment. Seller shall at Seller's own expense, execute and deliver any and all such assignments, powers, transfer or other instruments as may be reasonably required by Clarivate Analytics to effectuate such assignment, and shall execute any agreement to effectuate such assignment.

13. No Publicity. Seller shall not disclose, use, or refer to this PO, or the name, trade names, trademarks or service marks of Clarivate Analytics, in any advertising, publicity release, customer list, promotional or other published 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 that 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 rights of law, to Clarivate Analytics employees. Seller has no authority to assume or create any obligation, express or implied, on behalf of Clarivate Analytics.

15. Termination. Clarivate Analytics may terminate the performance of work under this PO in whole or in part at any time and for any reason, by written notice to Seller. Upon receipt of such notice, Seller shall forthwith cease to perform the Services, and Seller shall immediately discontinue all work and the placement of all orders for materials, facilities and supplies in connection with the performance of this PO and will promptly cancel all existing orders and terminate all subcontracts in so far as such orders or subcontracts are chargeable to this PO. Clarivate Analytics shall have no liability to Seller beyond payment of any balance owing for material purchased hereunder and delivered to and accepted by Clarivate Analytics prior to Seller's receipt of the notice of termination and for work in process required for delivery to Clarivate Analytics. Notwithstanding any other provision of this PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

16. Assignment. Seller shall not subcontract, assign or otherwise transfer any rights or obligations under this PO or the prior written consent of Clarivate Analytics, which will not be unreasonably withheld or delayed. Any such assignment made without prior written consent of Clarivate Analytics is void. For permitted subcontracts, assignments, or transfers of rights of Seller under the PO, 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 permitted assigns.

17. Compliance with Laws. Seller shall comply with all laws and regulations of a country, while in that country, as the laws and regulations may change from time to time.

18. Non-Waiver. No course of dealing, course of performance, or failure of either party to enforce strictly any provision of this PO is to be construed as a waiver of 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.
20. **Governing Law.** The laws of India govern all matters arising out of or relating to this PO. The Seller submits to the irrevocable jurisdiction of the courts of law in Mumbai, Bangalore or Delhi, where the principal office of the Affiliate is located (as stated on the Order). The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

21. **Severability.** If any PO provision is held invalid or unenforceable, such provision will be deemed deleted from this PO and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. This PO's remaining provisions will stay in effect.

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 terms, which may accompany Products, will supplement the terms of this PO where the terms do not conflict. If Seller and Clarivate Analytics have a signed agreement for Products and Services, such agreement supersedes the PO to the extent of any conflict between such agreement and this PO.

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.

24. **Rights of Third Parties.** Any Affiliate of Clarivate Analytics may enforce the terms of this PO against the Seller as a third party beneficiary subject to the limitations and exclusions of liability contained in this Agreement and provided that the parties to the PO may cancel or vary the terms and conditions of this PO without the consent of such Affiliates. No other third party will be entitled to enforce any of the terms of this PO.