The Purchase Order Terms and Conditions together with its purchase order(s) (the “Orders”), user manuals, instructions, training materials, system manuals, specifications and all other Seller materials that may be specified or otherwise referred to in the PO are hereby incorporated by reference as if set forth in full in the PO as if set forth in full in the PO.

11. Confidential Information; Rights Assignment. All goods (including but not limited to materials, and promotion or other published material without the prior written consent of Clarivate Analytics, which contains any Confidential 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. The parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

15. Compliance with Laws. Seller agrees to comply with the provisions of the Federal Acquisition Regulations (“FAR”) which follow, as applicable.

17. Remedies; Attorney Fees and Costs. Clarivate Analytics’ rights and remedies in these PO’s are cumulative and additional to any other rights and remedies provided in law or equity. In any action or proceeding arising out of the PO, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys’ fees.

19. Governing Law. If the purchaser is a United States company, the laws of the State of New York shall govern the construction of the PO. If of another country, the jurisdictional venue is New York City, New York. If the purchaser is a Canadian company, the laws of the Province of Ontario (without regard to conflicts of laws), and the laws of Canada applicable therein, shall govern.

20. Governing Law. If the purchaser is a United States company, the laws of the State of New York shall govern the construction of the PO. If of another country, the jurisdictional venue is New York City, New York. If the purchaser is a Canadian company, the laws of the Province of Ontario (without regard to conflicts of laws), and the laws of Canada applicable therein, shall govern.

21. Language. The official language of this Agreement and all communications and documents relating hereto is the English language and the English-language version shall govern all interpretation of the Agreement. À la demande des parties, la langue officielle de cet accord et de toutes communications et documents qui y sont relatifs est le français, et la version française sera la version qui gouverne l'interprétation de cet accord.
22. **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.

23. **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.

24. **Entire Agreement.** Except as otherwise allowed in Section 23, 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.