

U.S. Federal Government Terms

In accordance with Federal Acquisition Regulation (FAR) 12.302, 48 C.F.R. § 12.302, Tailoring of Provisions and Clauses for the Acquisition of Commercial Items, the following are special provisions modifying the standard Clarivate Terms ("Clarivate Terms"), which are attached to, and made a part of, this federal procurement contract or order.

1. Definitions and interpretations

Any definitions set forth in the Clarivate Terms are subordinate to the definitions in the subject contract or task order, and to any definitions included in Federal Acquisition Regulation (FAR) Part 2.

2. Term, Termination

(a) Term. The term of the agreement shall be as set forth in the subject contract or order.

(b) Termination. Clarivate shall have no right of unilateral termination or cancellation, except as allowed by federal law or by the customer agency.

(c) Pre-payment. Any right to prepayment shall only be as allowed by federal law.

(d) Consequences of Termination. Termination of the agreement shall be subject to FAR 12.403, Termination, FAR 52.212-4, incorporated into the agreement by reference, and as applicable (see FAR 12.403), Part 49, Termination of Contracts.

3. Indemnity and reimbursement

Client's obligation to reimburse in clause 2(g) of the Clarivate Terms and any indemnification clauses within the Clarivate Terms or Product/Service terms, shall be deleted as to federal government contracts.

4. Charges and payment

(a) Prepayment. See above, under "2. Term, Termination" to the effect that prepayment obligations shall only be as allowable under FAR 52.233-1 Disputes.

(b) Costs and Expenses. Costs shall be payable only insofar as allowable under FAR 52.233-1 Disputes.

(c) Set-off. The federal government retains common law and statutory rights of set-off.

(d) Audit. Any rights of audit shall be limited to those allowed by federal law.

5. General

(a) Governing Law. The agreement shall be governed by federal procurement law, insofar as applicable, including but not limited to the Federal Acquisition Regulation (FAR), and then by the laws of the State of Delaware without regard to its principles governing conflicts of law.

(b) Third Party Beneficiaries. Third-party beneficiaries shall have only such rights as are allowed by federal law.

(c) Controlled Unclassified Information. Where an applicable product/service permits for the upload or storage of client information, such information shall not fall under the category of Controlled Unclassified Information or Covered Defense Information as it is defined in NIST 800-171.

6. Software

Any software or documentation provided hereunder is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 CFR 12.212 (Sept. 1995). Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users acquire such software and documentation with only those rights explicitly set forth in the Clarivate Terms. In accordance with 48 CFR 27.405-4, which addresses situations where, as here, commercial data may be provided, the parties do not intend for the government to acquire rights to any technical data provided under this agreement.