

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2025

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File No. 001-38911

CLARIVATE PLC

(Exact name of registrant as specified in its charter)

Jersey, Channel Islands

(State or other jurisdiction of incorporation or organization)

70 St. Mary Axe

London EC3A 8BE

United Kingdom

(Address of principal executive offices)

Not applicable

(I.R.S. Employer Identification No.)

Not applicable

(Zip Code)

Registrant's telephone number, including area code: **+44 207 4334000**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, no par value	CLVT	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of ordinary shares held by non-affiliates of the registrant, based on the closing price of the ordinary shares

as reported on the New York Stock Exchange as of June 30, 2025, the last business day of the registrant's most recently completed second fiscal quarter, was approximately \$1.3 billion. Solely for purposes of this calculation, all executive officers, directors, and holders of five percent or more of the issued and outstanding ordinary shares of the registrant are deemed "affiliates."

The number of ordinary shares of the Company outstanding as of January 31, 2026, was 640,698,582.

DOCUMENTS INCORPORATED BY REFERENCE

The information required by Part III of this Form 10-K, to the extent not set forth herein, is incorporated herein by reference to the registrant's definitive proxy statement on Schedule 14A for the 2026 Annual General Meeting of Shareholders, to be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the close of the registrant's fiscal year.

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Cautionary Note Regarding Forward-Looking Statements

This annual report includes statements that express our opinions, expectations, beliefs, plans, objectives, assumptions, or projections regarding future events or future results and therefore are, or may be deemed to be, “forward-looking statements” within the meaning of the “safe harbor provisions” of the Private Securities Litigation Reform Act of 1995. These forward-looking statements can generally be identified by the use of forward-looking terminology, including the terms “believes,” “estimates,” “anticipates,” “expects,” “seeks,” “projects,” “intends,” “plans,” “may,” “will,” or “should” or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this annual report and include statements regarding our intentions, beliefs, or current expectations concerning, among other things, anticipated cost savings, results of operations, financial condition, liquidity, prospects, growth, strategies, and the markets in which we operate. Such forward-looking statements are based on available current market material and management’s expectations, beliefs, and forecasts concerning future events impacting us. Factors that may impact such forward-looking statements include:

- our dependence on third parties, including public sources, for data, information, and other services, and our relationships with such third parties;
- increased access to free or relatively inexpensive information sources;
- our ability to compete in the highly competitive industry in which we operate, and potential adverse effects of this competition;
- our ability to maintain high annual renewal rates;
- our ability to maintain revenues if our products and services do not achieve and maintain broad market acceptance, or if we are unable to keep pace with or adapt to rapidly changing technology, evolving industry standards, and changing regulatory requirements;
- reductions in customers’ research budgets or government funding;
- the success of our Value Creation Plan;
- our loss of, or inability to attract and retain, key personnel;
- the effectiveness of our business continuity plans;
- our ability to derive fully the anticipated benefits from organic growth, existing or future acquisitions, joint ventures, investments, or dispositions;
- our exposure to risk from the international scope of our operations, including potentially adverse tax consequences from the international scope of our operations and our corporate and financing structure;
- our exposure to risk from having operations and employees in Israel;
- the strength of our brand and reputation;
- our level of indebtedness;
- our ability to obtain, protect, defend, or enforce our intellectual property and other proprietary rights;
- our ability to leverage artificial intelligence technologies (“AI”) in our products and services;
- our exposure to risk from the regulation of AI and other evolving technologies;
- any significant disruption in or unauthorized access to or breaches of our computer systems or those of third parties that we utilize in our operations, including those relating to cybersecurity or arising from cyberattacks;
- our ability to comply with applicable data privacy and cybersecurity laws, rules, and regulations;
- our use of “open source” software in our products and services; and
- other factors beyond our control.

The forward-looking statements contained in this annual report are based on our current expectations and beliefs concerning future developments and their potential effects on us. There can be no assurance that future developments affecting us will be those that we have anticipated. These forward-looking statements involve a number of risks and uncertainties (some of which are beyond our control) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. These risks and uncertainties include, but are not limited to, those factors described in *Item 1A. Risk Factors* of this annual report. Should one or more of these risks or uncertainties materialize, or should any of the assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. We do not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as may be required under applicable

CLARIVATE PLC
AMENDED AND RESTATED 2019 INCENTIVE AWARD PLAN
2026 PERFORMANCE SHARE UNIT GRANT NOTICE

Capitalized terms not specifically defined in this Performance Share Unit Grant Notice (the "**Grant Notice**") have the meanings given to them in the Amended and Restated 2019 Incentive Award Plan (as amended from time to time, the "**Plan**") of Clarivate Plc (the "**Company**").

The Company has granted to the participant listed below ("**Participant**") the Performance Share Units described in this Grant Notice which vest based on the achievement of performance criteria (the "**PSUs**"), subject to the terms and conditions of the Plan, the Performance Share Unit Agreement attached as **Exhibit A** (the "**Agreement**"), and the Global Appendix (the "**Appendix**"), all of which are incorporated into this Grant Notice by reference.

Participant:

Employee ID:

Grant Number:

Grant Date:

Number of PSUs granted at "Target" performance level (Target Number of Units Granted):

Vesting Schedule:

PSUs shall vest as set forth in Article II of the Agreement

Performance Measures

Adjusted EPS ($\frac{1}{3}$), Adjusted EBITDA ($\frac{1}{3}$) and Recurring Organic Revenue Growth ($\frac{1}{3}$) for the Measurement Period, with a Three-Year TSR Modifier applied to the Achievement Level Percent, as set forth in Article II of the Agreement.

By Participant's submission of electronic acceptance or, if required by applicable law, by the Participant's signature, Participant agrees to be bound by the terms of this Grant Notice, the Plan, the Agreement and the Appendix. Participant has reviewed the Plan, this Grant Notice, the Agreement and the Appendix in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice, the Agreement and the Appendix. Participant hereby agrees to accept as final and binding all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice, the Agreement or the Appendix.

EXHIBIT A
TO PERFORMANCE SHARE UNIT GRANT NOTICE
PERFORMANCE SHARE UNIT AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

ARTICLE I
GENERAL

Section 1.1. Award of PSUs and Dividend Equivalents.

(a) The Company has granted the PSUs to Participant effective as of the grant date set forth in the Grant Notice (the "**Grant Date**"). Each PSU represents the right to receive one Share as set forth in this Agreement. Participant will have no right to the distribution of any Shares until the time (if ever) the PSUs have vested in accordance with the terms of this Agreement.

(b) The Company hereby grants to Participant, with respect to each PSU, a Dividend Equivalent for ordinary cash or Share dividends paid to substantially all holders of outstanding Shares with a record date after the Grant Date and prior to the date the applicable PSU is settled, forfeited, or otherwise expires. Each Dividend Equivalent entitles Participant to receive the equivalent value of any such ordinary cash or Share dividend paid on a single Share. Dividend Equivalents shall be paid in the form of Shares to Participant on the date on which the Shares underlying the PSUs are distributed to Participant based on the Company's actual achievement of the Performance Objectives for the Measurement Period; *provided* that no Dividend Equivalents shall be payable with respect to any PSUs that are forfeited. In the case of ordinary Share dividends, the number of Dividend Equivalents will equal the number of Shares that Participant would have received on the applicable dividend payment date with respect to the number of Shares underlying the unvested PSUs on such date. In the case of ordinary cash dividends, the number of Dividend Equivalents will equal the number of Shares the Participant would have received if the amount of cash was reinvested in Shares on the applicable dividend payment date with respect to the number of Shares underlying the unvested PSUs on such date. Dividend Equivalents will vest or be forfeited, as applicable, upon the vesting or forfeiture of the PSU with respect to which the Dividend Equivalent relates.

Section 1.2. No Rights as a Shareholder.

Participant shall have no voting rights or any other rights as a shareholder of the Company with respect to the PSUs unless and until Participant becomes the record owner of the Shares underlying the PSUs.

Section 1.3. Incorporation of Terms of Plan.

The PSUs are subject to the terms and conditions set forth in this Agreement, the Appendix and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

Section 1.4. Unsecured Promise.

The PSUs and Dividend Equivalents will at all times prior to settlement represent an unsecured Company obligation payable only from the Company's general assets.

**ARTICLE II
VESTING; FORFEITURE AND SETTLEMENT**

Section 2.1. Vesting; Forfeiture.

(a) Vesting. The "**Measurement Period**" means the three-year period beginning on January 1, 2026 and ending on December 31, 2028. Subject to Section 2.1(e) below, the PSUs will vest to the extent the performance objectives described in Sections 2.1(b)(A) below (together, the "**Measurement Period Performance Objectives**") are satisfied with respect to the Measurement Period, with the three components of the Measurement Period Performance Objectives equally weighted at one-third ($\frac{1}{3}$) each. Thereafter, the performance modifier described in Section 2.1(b)(B) below will be applied to that number of PSUs that would otherwise have vested based on the results of the Measurement Period Performance Objectives for the Measurement Period (the performance objectives described in Sections 2.1(b)(A) and 2.1(b)(B) below, the "**Performance Objectives**"). The resulting number of PSUs will thereafter become vested and free of restrictions in accordance with Sections 2.1(c) and 2.1(d) below.

(b) Performance Objectives.

- (A) The Administrator has established Measurement Period Performance Objectives for the PSUs to be Adjusted EPS, Adjusted EBITDA and Recurring Organic Revenue Growth, in each case during the Measurement Period and as defined below. The numerical goals for Adjusted EPS, Adjusted EBITDA and Recurring Organic Revenue Growth will be provided to the Participant in a separate written communication from the Company, as may be amended from time to time by the Administrator in its sole discretion (the "Metrics Summary").
- (B) In addition to the Measurement Period Performance Objectives set forth above, for the Measurement Period, the performance modifier shall be the total shareholder return ("**TSR**") of the Company compared to the companies that are included in the Standard & Poor's 500 Index (the "**S&P 500 Index**") at the beginning of the TSR Rank Measurement Period (as defined below) (the "**Three-Year TSR Modifier**"). The numerical goals for the Three-Year TSR Modifier will be provided to the Participant in the Metrics Summary.

(C) Definitions.

(i) “**Adjusted EPS**” means Adjusted Net Income divided by diluted weighted average shares for the Measurement Period. Adjusted Net Income is calculated in the manner that the Administrator determines to be appropriate to exclude certain items for the period that the Company does not consider indicative of its ongoing performance and certain unusual items impacting results in a particular period, as set out in the Company’s quarterly earnings presentation material. For purposes of the PSUs, Adjusted EPS are as described further on **Exhibit B** attached hereto. Adjusted EPS will measure Adjusted EPS for the Measurement Period. Adjusted EPS numerical goals for the Measurement Period may be adjusted by the Administrator, in its discretion, to reflect the impact of acquisitions or divestitures by the Company during the Measurement Period.

(ii) “**Adjusted EBITDA**” means EBITDA, as adjusted by the Administrator to remove one-time, irregular, non-recurring or other items identified by the Administrator. Adjusted EBITDA is calculated in the manner that the Administrator determines to be appropriate to exclude certain items for the period that the Company does not consider indicative of its ongoing performance and certain unusual items impacting results in a particular period, as set out in the Company’s quarterly earnings presentation material. For purposes of the PSUs, Adjusted EBITDA performance targets are as described further on **Exhibit B** attached hereto. Adjusted EBITDA will measure Adjusted EBITDA for the Measurement Period. Adjusted EBITDA numerical goals for the Measurement Period may be adjusted by the Administrator, in its discretion, to reflect the impact of acquisitions or divestitures by the Company during the Measurement Period.

(iii) “**Recurring Organic Revenue Growth**” means the combined subscription and re-occurring organic revenue growth as calculated and reported in the Company’s Annual Report on Form 10-K for each applicable year during the Measurement Period. For purposes of the PSUs, Recurring Organic Revenue Growth performance targets are as described in **Exhibit B** attached hereto. Recurring Organic Revenue Growth performance will be calculated for the Measurement Period by averaging the annual Recurring Organic Revenue Growth for each year in the Measurement Period. Recurring Organic Revenue Growth numerical goals for the Measurement Period may be adjusted by the Administrator, in its discretion, to reflect the impact of acquisitions or divestitures by the Company during the Measurement Period.

(iv) “**TSR Rank**” for the Measurement Period means the aggregate TSR of Shares over the period beginning on January 1, 2026 and ending on December 31, 2028 (the “**TSR Rank Measurement Period**”), compared to the TSR over the same period for companies that are included in the Standard & Poor’s 500 Index (the “**S&P 500 Index**”) at the beginning of the TSR Rank Measurement Period. For purposes of the determination of TSR Rank hereunder, whether companies in the S&P 500 Index that undergo corporate transactions or otherwise experience significant corporate changes during the TSR Rank Measurement Period remain in the S&P 500 Index will be determined as follows:

- S&P Company 1 merges with or acquires S&P Company 2, where S&P Company 1 is surviving entity = S&P Company 1 stays, S&P Company 2 is removed
- S&P Company merges with or acquires another S&P Company, where entirely new company is established = Administrator’s discretion
- S&P Company merges with or acquires a Non-S&P Company, where S&P Company is surviving entity = S&P Company stays
- S&P Company merges with or acquires a Non-S&P Company, where S&P Company is not surviving entity = S&P Company is removed
- S&P Company declares bankruptcy = S&P Company stays with TSR of -100%
- S&P Company spins out a portion of business, but Parent Company remains the same S&P Company = S&P Company stays with Reinvested Dividend
- S&P Company spins out a portion of business, and spun-out entity replaces S&P Company = Surviving S&P Company stays
- S&P Company’s Ticker Changes = S&P Company stays

TSR will be calculated using a beginning price equal to the average price of Shares and the S&P 500 Index over the period of twenty (20) trading days immediately prior to January 1, 2026 and an ending price equal to the average price over the period of twenty (20) trading days immediately prior to December 31, 2028, and accounting for reinvestment of any dividends over this period. For purposes of this provision, TSR will be calculated using the average of the closing prices for the applicable periods.

(v) **“Target Number of Units Granted”** means the number of PSUs granted at “Target” performance level as stated in the Grant Notice. The Target Number of Units Granted represents Shares that will be earned should the Achievement Level Percent be met at a “Target” performance level and the Company’s TSR Rank achieves at the 50th percentile and the Participant remains employed through the Determination Date, except as otherwise provided in Section 2.1(e) below.

(c) **Performance-Based Vesting.** Subject to Sections 2.1(d) and 2.1(e) below, the PSUs that will vest and become free of restrictions following the conclusion of the Measurement Period will be calculated as set forth on **Exhibit B** attached hereto. The calculation provided on **Exhibit B** may allow for the partial or full vesting of the PSUs based upon the level of achievement of the Performance Objectives.

(d) **Administrator Determination.** Subject to Section 2.1(e) below, the PSUs will vest and become free of restrictions on the date the Administrator determines in writing that the Performance Objectives were, in fact, satisfied, which determination will be made on such date specified by the Administrator, but in no event more than ninety (90) days after the last day of the Measurement Period (such date, the **“Determination Date”**).

(e) **Termination of Service.** Subject to Section 2.1(f), in the event of Participant’s Termination of Service prior to the Determination Date for any reason other than Participant’s death or Disability, all unvested PSUs will immediately and automatically be cancelled and forfeited, except as otherwise determined by the Administrator or provided in a binding written agreement between Participant and the Company. In the event of Participant’s Termination of Service prior to the Determination Date due to death or Disability, all unvested PSUs shall become immediately vested in full and all restrictions shall lapse upon such Termination of Service to the extent as if all Performance Objectives have been fully satisfied at “Target” performance level. Notwithstanding the foregoing, in the event of the Participant’s Termination of Service by the Company or any Subsidiary for Cause, the Administrator, in its discretion, may immediately and automatically cancel all vested PSUs for no consideration and, in such event, any Shares or any amounts or benefits arising from the PSUs held by the Participant shall be returned to the Company.

(f) **Change in Control.** If, within twelve (12) months following a Change in Control, the PSUs (or a substitute award) remain outstanding and the Participant incurs a Termination of Service without Cause (including, for the avoidance of doubt, due to death or Disability), all unvested PSUs (or a substitute award) shall become immediately vested in full and all restrictions shall lapse upon such Termination of Service to the extent as if all Performance Objectives had been met at a performance level to be determined by the Administrator at the time of the Change in Control.

Section 2.2. Settlement.

PSUs and Dividend Equivalents (including any Dividend Equivalent account balance) will be paid in Shares at the Company's option as soon as administratively practicable after the vesting of the applicable PSU, but in no event more than sixty (60) days after the Determination Date. Notwithstanding the foregoing, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Laws until the earliest date the Company reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)); *provided* the Company reasonably believes the delay will not result in the imposition of any additional taxes under Section 409A.

**ARTICLE III
TAXATION AND TAX WITHHOLDING**

Section 3.1. Representation.

The Participant is hereby advised to consult with the Participant's own tax advisors in respect of any tax consequences arising in connection with the PSUs and the Dividend Equivalents.

Section 3.2. Tax Withholding.

- (a) The Company has the right to withhold any applicable federal, state and local tax that becomes due with respect to the PSUs and the Dividend Equivalents and take such action as it deems appropriate to ensure that all applicable withholding, income or other taxes are withheld or collected from the Participant.
- (b) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the PSUs and the Dividend Equivalents, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the PSUs or Dividend Equivalents. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting, settlement or payment of the PSUs or the Dividend Equivalents or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the PSUs or Dividend Equivalents to reduce or eliminate Participant's tax liability.

**ARTICLE IV
OTHER PROVISIONS**

Section 4.1. Prohibited Activities.

Participant acknowledges and agrees that the Company and its Subsidiaries are engaged in the highly competitive business of intellectual property services and consulting, as well as providing information solutions to assist professionals at every stage of research and development and ensure they maintain and extract maximum value from their intellectual assets. The Company's and its Subsidiaries' involvement in these businesses has required and continues to require the expenditure of substantial amounts of money and the use of skills developed over long periods of time. As a result of these investments of money, skill and time, the Company and its Subsidiaries have developed and will continue to develop certain valuable Trade Secrets and Confidential Information (each as defined below) that are unique to the Company's and its Subsidiaries' businesses and the disclosure of which would cause the Company and its Subsidiaries great and irreparable harm. These investments also give the Company and its Subsidiaries a competitive advantage over companies that have not made comparable investments and that otherwise have not been as successful as the Company and its Subsidiaries in developing their businesses. Participant acknowledges and agrees that given Participant's position and resultant responsibilities with the Company and its Subsidiaries and Participant's access to Trade Secrets and Confidential Information, Participant has or will become intertwined with the goodwill the Company and its Subsidiaries have developed, cultivated and maintained within its highly competitive industry and with its customers and prospective customers and that Participant's engaging in any business that is directly competitive with the Company and its Subsidiaries would cause it great and irreparable harm. Accordingly and in consideration of and as a condition to the grant of the PSUs, Participant agrees to the following covenants set forth in this Section 4.1. Subject to Section 4.2, the Participant's breach of any of the covenants contained in this Section 4.1 or any non-competition, non-solicitation, confidentiality, non-disparagement, assignment of inventions or other intellectual property agreement to which the Participant may be a party with the Company or any Subsidiary, in addition to whatever other equitable relief or monetary damages to which the Company or any Subsidiary may be entitled, shall result in automatic rescission, forfeiture, cancellation or return of any Shares (whether or not vested) and any amounts or benefits arising from this Award held by the Participant.

(a) Nondisclosure of Proprietary Information.

- (A) Except in connection with the faithful performance of Participant's duties as a Service Provider or pursuant to Section 4.1(a)(C), Section 4.1(a)(D) or Section 4.2, Participant shall, in perpetuity, maintain in confidence and shall not directly, indirectly or otherwise, use, disseminate, disclose or publish, or use for Participant's benefit or the benefit of any person, firm, corporation or other entity (other than the Company or any Subsidiary) any Confidential Information or Trade Secrets, or deliver to any person, firm, corporation or other entity any document, record, notebook, computer program or similar repository of or containing any such Confidential Information or Trade Secrets. For purposes of this

Agreement, "**Confidential Information**" shall mean information that the Company or its Subsidiaries have obtained in connection with its present or planned business, including information Participant developed in the performance of Participant's service as a Service Provider, the disclosure of which could result in a competitive or other disadvantage to the Company or its Subsidiaries. "Confidential Information" includes some of the Company's and its Subsidiaries' most valuable assets, such as: innovations, inventions and ideas, including patentable or copyrightable subject matter; pricing policies; business plans and outlooks; brand formulations; nonpublic financial results; new product developments or plans; customer lists; author or consultant contracts; subscription lists; software or computer programs; merger, acquisition or divestiture plans; personnel acquisition plans or major management changes; and Trade Secrets (as defined below). Confidential Information includes all information received by the Company or its Subsidiaries under an obligation of confidentiality to another person or entity. The Participant and the Company and its Subsidiaries hereby stipulate and agree that, as between them, any item of Confidential Information or Trade Secrets is important, material and confidential and affects the successful conduct of the businesses of the Company and its Subsidiaries (and any successor or assignee of the Company and its Subsidiaries). Notwithstanding the foregoing, Confidential Information shall not include any information that (i) has been published or is in the future published in a form generally available to the public, (ii) is or becomes publicly available or (iii) has become or becomes public knowledge prior to the date Participant proposes to disclose or use such information; provided that such publishing or public availability or knowledge of the Confidential Information shall not have resulted from Participant directly or indirectly breaching Participant's obligations under this Section 4.1(a) or any other similar provision by which Participant is bound. For the purposes of the previous sentence, Confidential Information will not be deemed to have been published or otherwise disclosed merely because individual portions of the information have been separately published, but only if material features comprising such information have been published or become publicly available. For purposes of this Agreement, "**Trade Secrets**" shall mean all forms and types of financial, business, scientific, technical, economic or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing by the Company or its Subsidiaries. The Company confirms, and Participant understands, that the Company or a Subsidiary is the owner of its Trade Secrets, that the Company or its Subsidiary has taken reasonable steps, under the circumstances, to protect and maintain the secrecy of its Trade Secrets, and that the Company or its Subsidiary derives economic value,

both tangible and intangible, from its Trade Secrets.

- (B) Upon the Participant's Termination of Service for any reason, Participant will promptly deliver to the Company all correspondence, drawings, manuals, letters, notes, notebooks, reports, programs, plans, proposals, financial documents, or any other documents or property concerning the Company's or any Subsidiary's customers, business plans, marketing strategies, products, property or processes.
- (C) Participant may respond to a lawful and valid subpoena or other legal process but shall (i) give the Company the earliest possible notice thereof, (ii) as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought and (iii) assist such counsel at the Company's expense in resisting or otherwise responding to such process, in each case, to the extent permitted by Applicable Laws or rules.
- (D) Nothing in this Agreement shall prohibit Participant from (i) disclosing information and documents when required by law, subpoena or court order (subject to the requirements of Section 4.1(a)(C) above), (ii) disclosing information and documents to Participant's attorney or financial or tax advisor for the purpose of securing legal, financial or tax advice, (iii) disclosing Participant's post-service restrictions in this Agreement in confidence to any potential new service recipient, or (iv) retaining, at any time, Participant's personal correspondence, Participant's personal contacts and documents related to Participant's own personal benefits, entitlements and obligations.

(b) Inventions.

All rights to discoveries, inventions, improvements, innovations, ideas, designs, copyrightable materials, trademarks, and other technology and rights (including all data and records pertaining thereto) related to the business of the Company or any Subsidiary, whether or not patentable, copyrightable, registrable as a trademark, or reduced to writing, that Participant may discover, invent or originate either alone or with others and whether or not during working hours or by the use of the facilities of the Company or any Subsidiary during the period in which Participant is a Service Provider (the "**Term**"), and if based on Confidential Information, after the Term ("**Inventions**"), shall be the exclusive property of the Company and, to the maximum extent permitted by Applicable Laws, shall be deemed "works made for hire" as the term is used in the United States Copyright Act or other Applicable Laws. To the extent that any Invention is not deemed a "work made for hire" or Participant otherwise retains any right, title or interest with respect to any Invention, Participant hereby irrevocably assigns and otherwise transfers to the Company the entire worldwide right, title, and interest in and to such Inventions. Participant shall promptly disclose all such Inventions to the Company and shall execute at the Company's request any assignments or other documents the Company may deem reasonably necessary to protect or perfect its rights therein. Upon reasonable request, Participant shall assist the Company, at the Company's expense (but without further or additional compensation), in obtaining, defending and enforcing the Company's rights in the Inventions. Participant hereby appoints the Company as Participant's attorney-in-fact to execute on Participant's behalf any assignments or other documents reasonably deemed necessary by the Company to protect or perfect its rights to any Inventions.

(c) Non-Competition and Non-Solicitation.

Participant acknowledges and agrees that Participant will be subject to the covenants as set forth in the non-competition and non-solicitation agreement or other arrangement entered into by and between Participant and the Company or its Subsidiary (the "**Non-Competition and Non-Solicitation Agreement**"), which is incorporated herein by reference. Notwithstanding the foregoing, if Participant is a resident of any jurisdiction where the covenants contained in the Non-Competition and Non-Solicitation Agreement are not enforceable against Participant or are void as a matter of law, in each case, under Applicable Laws of such jurisdiction, Participant shall not be subject to such covenants contained in the Non-Competition and Non-Solicitation Agreement.

(d) Non-Disparagement.

Subject to Section 4.2, the Participant agrees, during the Term and following the Participant's Termination of Service, to refrain from Disparaging (as defined below) the Company and its Subsidiaries, including, without limitation, any of the Company's services, technologies or practices, or any of their directors, officers, agents, representatives or stockholders, either orally or in writing. Nothing in this paragraph shall preclude Participant from making truthful statements that are reasonably necessary to comply with Applicable Laws, regulation or legal process, or to defend or enforce Participant's rights under this Agreement. For purposes of this Agreement, "**Disparaging**" means making remarks, comments or statements, whether written or oral, that impugn the character, integrity, reputation or abilities of the person being disparaged.

Section 4.2. Whistleblower Protection; Defend Trade Secrets Act.

(a) Nothing in this Agreement or otherwise limits the Participant's ability to communicate directly with and provide information, including documents, not otherwise protected from disclosure by any Applicable Laws or privilege to the Securities and Exchange Commission (the "**SEC**"), any other federal, state or local governmental agency or commission ("**Government Agency**") or self-regulatory organization regarding possible legal violations, without disclosure to the Company. The Company may not retaliate against the Participant for any of these activities, and nothing in this Agreement requires the Participant to waive any monetary award or other payment that the Participant might become entitled to from the SEC or any other Government Agency or self-regulatory organization.

(b) Further, nothing in this Agreement precludes the Participant from filing a charge of discrimination with the Equal Employment Opportunity Commission or a like charge or complaint with a state or local fair employment practice agency.

(c) Pursuant to the Defend Trade Secrets Act of 2016, the parties hereto acknowledge and agree that the Participant shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition and without limiting the preceding sentence, if the Participant files a lawsuit for retaliation by the Company for reporting a suspected violation of law as contemplated by the preceding sentence, the Participant may disclose the relevant trade secret to his attorney and may use such trade secret in the ensuing court proceeding, if the Participant (X) files any document containing such trade secret under seal and (Y) does not disclose such trade secret, except pursuant to court order.

Section 4.3. Data Protection.

Participant acknowledges and agrees that the Company and any other third-party administrator designated by the Company to maintain the Plan through an electronic system may process sensitive and personal data of Participant in connection with the administration and maintenance of the Plan, including: Participant's name, address, telephone number, e-mail address, tax identification number, family size, marital status, sex, beneficiary information, emergency contacts, passport or visa information, language skills, driver's license information, birth certificate or employee identification information. The lawful persons for whom the Participant's personal data are intended and with whom such personal data may be shared are the Company, the third-party administrator designated by the Company to maintain the Plan through an electronic system (as selected by the Company from time to time), legal counsel to the Company (as selected by the Company from time to time), the Company's accountants (as selected by the Company from time to time) and any other person that the Company may find in its administration or maintenance of the Plan to be appropriate. For additional information regarding how the Company may collect, use and process Participant's personal data and the manner in which the Company does so, Participant shall refer to Clarivate Analytics Employee Privacy Notice.

Section 4.4. Third Party Administrator; Electronic Delivery.

The Company may, in its sole discretion, decide to deliver any documents related to the PSUs to Participant by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant consents to receive any such documents by electronic delivery and, if requested by the Company, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or a third-party administrator designated by the Company.

Section 4.5. Adjustments and Clawback.

(a) Participant acknowledges that the PSUs, the Shares subject to the PSUs and the Dividend Equivalents are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

(b) Participant acknowledges that the Company shall have full authority to implement any policies and procedures necessary to comply with any reduction, cancellation, forfeiture or recoupment requirement imposed under any Applicable Laws, rules, regulations or stock exchange listing standard or under any associated Company recoupment policy, including Section 954 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 10D of the Exchange Act, Section 303A.14 of the NYSE Listed Company Manual and any rules promulgated thereunder and any other regulatory regimes. By participating in the Plan, each Participant acknowledges that, the PSUs (including any amounts or benefits arising from such PSUs) shall be subject to any clawback or recoupment arrangements or policies the Company has in place from time to time (including the Clarivate Plc Executive Compensation Recoupment Policy, the Clarivate Plc Detrimental Conduct Clawback Policy and any other such policy adopted to comply with Rule 10D-1 of the Exchange Act and any related listing rules or regulations, including Section 303A.14 of the NYSE Listed Company Manual), and the Company may, to the extent permitted, and shall, to the extent required, by Applicable Laws, stock exchange rules or Company policy or arrangement, cancel or require forfeiture or reimbursement of the PSUs or any Shares issued or cash received upon vesting, exercise or settlement of the PSUs or sale of Shares underlying the PSUs.

Section 4.6. Notices.

Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section 4.6, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

Section 4.7. Titles.

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

Section 4.8. Conformity to Securities Laws.

Participant acknowledges that the Plan, the Grant Notice, the Appendix and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

Section 4.9. Successors and Assigns.

The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

Section 4.10. Limitations Applicable to Section 16 Persons.

Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, the Appendix, this Agreement, the PSUs and the Dividend Equivalents will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

Section 4.11. Entire Agreement.

The Plan, the Grant Notice, the Appendix and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, except for the Non-Competition and Non-Solicitation Agreement.

Section 4.12. Agreement Severable.

If any provision of the Grant Notice, the Appendix or this Agreement is declared or found to be illegal, unenforceable or void, in whole or in part, then the parties hereto shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, it being the intent and agreement of the parties hereto that the Grant Notice, the Appendix and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives. The illegality, unenforceability or invalidity of any provision of the Grant Notice, the Appendix or this Agreement shall not affect the legality, enforceability or validity of any other provision of the Grant Notice, the Appendix or this Agreement.

Section 4.13. Limitation on Participant's Rights.

Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the PSUs and Dividend Equivalents, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the PSUs and Dividend Equivalents, as and when settled pursuant to the terms of this Agreement.

Section 4.14. Not a Contract of Employment.

Nothing in the Plan, the Grant Notice, the Appendix or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

Section 4.15. Not Salary, Pensionable Earnings or Base Pay.

The Participant acknowledges that the PSUs shall not be included in or deemed to be a part of (a) salary, normal salary or other ordinary compensation, (b) any definition of pensionable or other earnings (however defined) for the purpose of calculating any benefits payable to or on behalf of the Participant under any pension, retirement, termination or dismissal indemnity, severance benefit, retirement indemnity or other benefit arrangement of the Company or any Subsidiary or (c) any calculation of base pay or regular pay for any purpose.

Section 4.16. Section 409A.

The Plan, the Grant Notice, the Appendix and this Agreement and the PSUs granted hereunder are intended to comply with the requirements of, or be exempt from, Section 409A of the Code. The provisions of this Agreement shall be interpreted in a manner that satisfies such requirements, and this Agreement shall be operated accordingly. To the extent that any provision of the Plan would cause a conflict with the requirements of Section 409A of the Code, or would cause the administration of the Plan to fail to satisfy the requirements of Section 409A of the Code, such provision shall be deemed null and void to the extent permitted by applicable law. In no event shall the Participant, directly or indirectly, designate the calendar year of payment. This Agreement may be amended without the consent of the Participant in any respect deemed by the Board to be necessary in order to preserve compliance with Section 409A of the Code. No provision of this Agreement shall be interpreted to transfer any liability for a failure to comply with Section 409A from the Participant or any other Person to the Company, and in no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Participant pursuant to Section 409A of the Code.

Section 4.17. No Right to Future Awards.

Any Award granted under the Plan shall be a one-time Award that does not constitute a promise of future grants. The Company, in its sole discretion, maintains the right to make available future grants under the Plan.

Section 4.18. Governing Law.

All matters arising out of or relating to this Agreement and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws.

Section 4.19. Counterparts.

The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Laws, each of which will be deemed an original and all of which together will constitute one instrument.

* * * * *

EXHIBIT B

TO PERFORMANCE SHARE UNIT GRANT NOTICE
CALCULATION OF PSUS THAT WILL VEST

Subject to the provisions of the Grant Notice and the Agreement, the number of PSUs covered by this Agreement that will vest following the conclusion of the Measurement Period (the "**Final Adjusted Units**") will be determined by a three-step calculation:

Section 4.20. 1. *Calculate the Measurement Period Performance Objectives for the Measurement Period:* The performance payout range for the Measurement Period Performance Objectives is 0% to 200% of the Target Number of Units Granted, with Adjusted EPS, Adjusted EBITDA and Recurring Organic Revenue Growth each equally weighted at one-third ($\frac{1}{3}$) each. If, for the Measurement Period, Adjusted EPS, Adjusted EBITDA and/or Recurring Organic Revenue Growth, as applicable, is between "Threshold" and "Target" or "Target" and "Maximum" performance (as set forth in the Metrics Summary), the payout percent with respect to Adjusted EPS, Adjusted EBITDA and/or Recurring Organic Revenue Growth, as applicable, for the Measurement Period will be determined using straight-line interpolation between performance ranges between "Threshold" and "Target", or between "Target" and "Maximum," as applicable, based on the actual achievement of Adjusted EPS, Adjusted EBITDA and Recurring Organic Revenue Growth, as applicable, for the Measurement Period. The payout percentage determined pursuant to this Step 1 shall be the "Achievement Level Percent".

2. *Calculate the Units Earned:* The "**Units Earned**" will be determined by multiplying the Target Number of Units Granted by the Achievement Level Percent as follows:

$$\begin{array}{r} \text{Target Number of Units Granted X Achievement Level Percent} \\ = \\ \text{Units Earned} \end{array}$$

3. *Apply the Three-Year TSR Modifier:* The number of Final Adjusted Units will be determined by multiplying the Units Earned by the Three-Year TSR Modifier (as set forth in the Metrics Summary) as follows:

$$\begin{array}{r} \text{Units Earned X Three-Year TSR Modifier} \\ = \\ \text{Final Adjusted Units} \end{array}$$

If the Company's Three-Year TSR Percentile Rank (as set forth in the Metrics Summary) is between the 25th and 50th percentiles or 50th and 75th percentiles, the Three-Year TSR Modifier will be determined using straight-line interpolation based on the Company's actual Three-Year TSR Percentile Rank. If the aggregate TSR of the Shares over the TSR Rank Measurement Period is negative, then the Three-Year TSR Modifier cannot exceed 1.0x.

For avoidance of doubt, the Target Number of Units Granted as set forth on the Grant Notice reflects a total number in the event the Achievement Level Percent is satisfied at "Target" performance level and the Company's Three-Year TSR Percentile Rank is at the 50th Percentile.

The payout opportunity for the PSUs, combined in Steps 1 to 3, is 0% to 200% of Target. Notwithstanding the above and the numerical goals set forth in the Metrics Summary, the maximum payout opportunity for the PSUs (maximum number of Final Adjusted Units) cannot exceed 200% of Target.

The Measurement Period Performance Objectives (including the Target) and associated payouts may be adjusted by the Administrator in its discretion due to (a) unforeseen changes to the macroeconomic business environment, (b) unanticipated regulatory change, (c) changes in US GAAP or the application thereof that would materially affect the Measurement Period Performance Objectives or (d) the impact of acquisitions or divestitures by the Company.

CLARIVATE PLC
DIRECTOR AND OFFICER INDEMNITY AGREEMENT

This agreement is made as of _____ between:

Clarivate plc (formerly Clarivate Analytics plc), a company incorporated under the laws of Jersey having its registered office at 4th Floor, St Paul's Gate, 22-24 New Street, St Helier, Jersey JE1 4TR (the **Company**); and

[Name of Director/Officer] of [address] (the **Indemnitee**).

RECITALS

- A The Indemnitee is a director or officer of the Company.
- B In consideration for accepting their appointment and continuing to act as a director or officer of the Company, the Indemnitee has requested that the Indemnitee be provided with an indemnity in respect of claims and actions which may be brought against the Indemnitee in respect of their position and functions as a director or officer of the Company.
- C The Company has agreed to indemnify the Indemnitee in respect of such position and functions in accordance with the terms of this agreement.

OPERATIVE PROVISIONS

1 Interpretation

1.1 In this agreement, unless the context otherwise requires:

- (a) **Articles** means the articles of association of the Company as amended from time to time;
- (b) **Associated Company** means any body corporate which from time to time is a direct or indirect subsidiary of the Company or a holding company of the Company or a direct or indirect subsidiary of such holding company;
- (c) **Business Day** means any day other than a Saturday or a Sunday, or any day on which banks are generally open for business in both Jersey and the United Kingdom;
- (d) **Indemnitee** shall include the Indemnitee's heirs, personal representatives and estate;
- (e) **officer** has the meaning given to the term 'Officer' in the Articles;
- (f) **holding company** and **subsidiary** have the meanings given to those terms in Articles 2 and 2A of the Law; and
- (g) **Law** means the Companies (Jersey) Law 1991 as amended from time to time.

2 Indemnity

2.1 In consideration of the Indemnitee accepting their appointment and continuing to act as, and perform the functions of, a director or officer of the Company, the Company hereby covenants and undertakes, subject to the provisions of clause 3, to the fullest extent permitted by law and without prejudice to any other indemnity to which the Indemnitee may otherwise be entitled, to indemnify and keep indemnified and hold harmless the Indemnitee against all actions, claims, proceedings, costs, demands, losses, damages and other liabilities of any kind, whether instigated, imposed or incurred under the laws or regulations of Jersey or of any other jurisdiction and whether civil, criminal or regulatory, arising out of or in connection with:

- (a) the Indemnitee's appointment as a director or officer of the Company;

- (b) the actual or purported exercise of, or failure to exercise, any of the Indemnitee's powers, duties or responsibilities as a director or officer of the Company or of any Associated Company (whether before or after the date of this agreement), including any actual or alleged negligence, default, breach of duty or breach of trust by the Indemnitee in relation to the Company or any Associated Company;
- (c) any damages, compensation, penalties, awards or other amounts of a monetary nature payable by the Indemnitee in connection with any of the matters referred to in 2.1(a) and/or 2.1(b) above, whether pursuant to any order or decision of any court, tribunal, regulatory authority or other body exercising judicial, governmental or regulatory authority over the Indemnitee or pursuant to any settlement of the same to which the Company consents; and
- (d) an amount equal to any direct costs incurred by the Indemnitee in complying with any aspect of any order or decision of any court, tribunal, regulatory authority or other body exercising judicial, governmental or regulatory authority over the Indemnitee, in each case, in connection with any of the matters referred to in 2.1(a) and/or 2.1(b) above, or any settlement of the same to which the Company consents,

including without limitation all costs, legal expenses, losses, damages or other liabilities reasonably incurred in defending any of the matters referred to in 2.1(a) to 2.1(d) above (a **Claim**).

- 2.2 The Indemnitee shall continue to be indemnified under clause 2.1 above until such time as any relevant limitation periods (whether under Jersey law or otherwise) for bringing Claims against the Indemnitee have expired, or for so long as the Indemnitee remains liable for any Claims, notwithstanding that the Indemnitee may have ceased to be a director of the Company.
- 2.3 Payment in respect of Claims shall be made by the Company to the Indemnitee on a demand being made by the Indemnitee (or, if later, three Business Days before the due date for payment of the relevant liability) subject to the provision of evidence satisfactory to the Company as to the amount and date for payment of the relevant liabilities. Such payment shall be made without any set-off or counterclaim and free from any deduction or withholding except as required by this agreement or by applicable law.
- 2.4 Subject to applicable law, at the request of the Indemnitee, the Company shall make advance payments (on such terms, including interest, as the Company may determine) to the Indemnitee to meet Claims incurred or to be incurred by the Indemnitee or such Claims expected to arise, including for the avoidance of doubt, any costs or expenses to be incurred in dealing with any such Claims, provided that the Indemnitee provides the Company with an undertaking that within 14 days of receiving a written request from the Company, the Indemnitee shall repay to the Company all amounts received by, or advanced to, the Indemnitee under this agreement:
- (a) to the extent paid or advanced in contravention of law;
 - (b) to the extent that amounts paid to the Indemnitee in respect of such Claims are subsequently found not to be payable by the Indemnitee in respect of such Claims; or
 - (c) to the extent that amounts paid to the Indemnitee in respect of such Claims are subsequently recovered or compensated for, including by virtue of any relevant directors' and officers' liability insurance maintained by the Company.
- 2.5 The Company shall use all reasonable endeavours to provide and maintain appropriate directors' and officers' liability insurance (including ensuring that premiums are properly paid) for the benefit of the Indemnitee for so long as any Claims may lawfully be brought against the Indemnitee.

3 Limitation on liability

Notwithstanding any other provision of this agreement, the Indemnitee shall have no right to an indemnity under this agreement to the extent that such indemnity is prohibited by the Law or any applicable law or would cause this agreement or any part of it so be treated as void or unenforceable under applicable law.

4 Notification and conduct of claims

4.1 If the Indemnitee becomes aware of any matter which might or may reasonably be expected to give rise to a Claim, the Indemnitee shall:

- (a) as soon as reasonably practicable, give written notice to the Company of the matter (stating in reasonable detail the nature of the matter) and consult with the Company with respect to the matter. If the matter has become the subject of any legal proceedings the Indemnitee shall deliver the notice within sufficient time to enable the Company to contest the proceedings before any final judgment;
- (b) take all reasonable action to mitigate any Claim;
- (c) at the Company's sole expense and subject to a full indemnity from the Company in respect thereof in such terms as the Indemnitee may reasonably require:
 - (i) take such action and institute such proceedings and give such information and assistance as the Company may reasonably require to enable the Company to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter or enforce against any person the rights of the Indemnitee in relation to the matter; and
 - (ii) in connection with any proceedings related to the matter, use professional advisers nominated by the Company and, if the Company so requests, allow the Company, the applicable Associated Companies or its or their insurers to take over conduct and defence of the proceedings keeping the Indemnitee advised of progress and copied in material communications and issues; provided in each case that the Company shall not settle or compromise a matter that would materially adversely affect the reputation of the Indemnitee without first consulting with the Indemnitee; and
- (d) not admit liability in respect of or settle the matter without the prior written consent of the Company, such consent not to be unreasonably withheld.

4.2 In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that the Indemnitee is entitled to indemnification under this agreement if the Indemnitee has submitted a notice to the Company in accordance with clause 4.1 of this agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption.

5 Other rights of indemnity or recovery

5.1 To the extent that the matter is one in respect of which the Indemnitee has a right to make recovery or is entitled to claim an indemnity from any person other than the Company (except under any insurance policy maintained for the benefit of the Indemnitee by the Indemnitee or any firm of which the Indemnitee is a party), whether under any provision of applicable law or otherwise, the Indemnitee shall pursue such right of recovery or indemnity if requested to do so by the Company but at the Company's sole expense and subject to an indemnity from the Company to the Indemnitee in respect of such pursuit in such terms as the Indemnitee may reasonably require.

5.2 In the event that a payment is made to the Indemnitee under this agreement in respect of a Claim, the Company shall be entitled to recover from the Indemnitee an amount equal to any payment received by the Indemnitee under any policy of insurance or from any other third party source to the extent that such payment relates to the Claim or, if the payment received by the Indemnitee is greater than the payment made under this agreement, a sum equal to the payment made under this agreement. The Indemnitee shall pay over such sum promptly on the Company's request.

6 Assignment

6.1 The Company may at any time assign all or any of the Company's rights and benefits hereunder.

6.2 The Indemnitee shall not be entitled to assign or transfer all or any of the Indemnitee's rights, benefits and obligations hereunder without the prior or simultaneous written consent of the Company.

7 Notices

7.1 Any notice, approval, request, demand or other communication (**Notice**) to be given for the purpose of this agreement must be in writing in the English language and delivered by hand or special delivery mail (airmail if overseas) or email communication addressed to the recipient at its address as set out at the head of this agreement or to such other address or to such email address or person which the recipient has notified to the sender in accordance with this clause 7.1 and which has been received by the sender no fewer than seven days prior to the Notice being dispatched.

7.2 A Notice will, if addressed correctly in accordance with clause 7.1, be deemed to have been served:

- (a) if served personally or delivered by hand at the time of delivery;
- (b) if delivered by special delivery mail two days after the date of posting or if sent by airmail five days after the date of posting (excluding days which are not Business Days); and
- (c) if delivered by email at the time of sending according to the sender's electronic records.

8 Entire agreement

This agreement sets forth the entire agreement between the parties in respect of the subject matter of this agreement.

9 Variation

No variation of this agreement shall be effective unless signed for or on behalf of both the parties hereto.

10 Counterpart execution

This agreement may be executed in any number of counterparts and by both the parties hereto on separate counterparts each of which when executed and delivered shall constitute an original but all such counterparts shall together constitute one and the same instrument.

11 Governing law and jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the Island of Jersey, and the parties hereto hereby submit to the non-exclusive jurisdiction of the courts of the Island of Jersey.

In witness whereof the parties hereto have executed this agreement the day and year first above written.

Signed for and on behalf of

Clarivate plc

.....
Signature

.....
Print name

.....
Title

Signed by [Name of Indemnitee]

.....
Signature

.....

CLARIVATE PLC
INSIDER TRADING POLICY
(Adopted July 23, 2025)

I. SUMMARY

Preventing insider trading is necessary to comply with securities laws and to preserve the reputation and integrity of Clarivate Plc (together with its subsidiaries, the “Company”) as well as that of all persons affiliated with the Company.

“Insider trading” occurs when any person purchases or sells a security while in possession of inside information relating to the security. As explained below, “inside information” is information that is both “material” and “non-public.” Insider trading is a crime. The penalties for violating insider trading laws include imprisonment, disgorgement of profits, and civil and criminal fines for individuals and corporations. Insider trading is also prohibited by this Insider Trading Policy (this “Policy”), and any violation of this Policy may result in disciplinary action, up to, and including, termination.

This Policy applies to all officers, directors, employees and consultants and anyone else who has material inside information about the Company (each, an “Insider”). Insiders are responsible for ensuring that they understand and comply with this Policy. This Policy also applies to anyone else who lives in such Insider’s household, and any family members who do not live in the household but whose transactions in Company securities are directed by or are subject to the influence or control of the Insider (such as parents or children who consult with the Insider before they trade in Company securities) as well as any entities controlled by Insiders, including any corporations, partnerships, limited liability companies or trusts, and transactions by these entities should be treated for the purposes of this Policy and applicable securities laws as if they were for the individual’s own account. This Policy extends to all activities within and outside an individual’s Company duties. Questions regarding the Policy should be directed to the Company’s General Counsel or the Company’s trading compliance team. The General Counsel has the final determination for interpreting this policy.

Active trading in the Company’s securities is strongly discouraged and trades in the Company’s securities should be exclusively for investment, and not speculative, purposes.

II. POLICIES AND PROCEDURES PROHIBITING INSIDER TRADING

A. No Insider Trading

No Insider shall purchase or sell any type of Company security while in possession of inside information relating to the Company. In addition, any Insider (or any other person designated as subject to this Policy) who, in the course of working for the Company, learns of material non-public information about a company with which the Company does business, including a customer or supplier of the Company, may not trade in that company’s securities until the information becomes public or is no longer material.

B. No Tipping

No Insider shall directly or indirectly communicate (or “tip”) material, non-public information to anyone outside the Company (except in accordance with the Company’s policies regarding the protection or authorized external disclosure of Company information) or to anyone within the Company other than on a need-to-know basis.

C. Blackout Periods for Designated Insiders

No person informed of their status as a “Designated Insider” shall purchase or sell any security of the Company during the period beginning as of the end of trading on the New York Stock Exchange on the 15th calendar day of the last month of each fiscal quarter of the Company and ending upon completion of the second full trading day after the public release of earnings for such fiscal quarter or during any other trading suspension period declared by the Company (each a “Blackout Period”). For the purposes of this Policy, “Designated Insiders” are certain Insiders who may have access to inside information that are notified they fall into this category and a “trading day” is a day on which the New York Stock Exchange is open for trading.

These Blackout Period prohibitions do not apply to the following (but pre-clearance for Designated Insiders is still required in each case):

- purchases of the Company’s securities from the Company or sales of the Company’s securities to the Company;
- exercises of share options or other equity awards or the surrender of shares to the Company in payment of the exercise price or in satisfaction of any tax withholding obligations in a manner permitted by the applicable equity award agreement or the Company’s Amended and Restated 2019 Incentive Award Plan, as amended, or vesting of equity-based awards, that in each case do not involve a market sale (unless mandated by the Company) of the Company’s securities (the “cashless exercise” of Company shares options or other equity award through a broker does involve a market sale of the Company’s securities, and therefore would not qualify under this exception); or
- *bona fide* gifts of the Company’s securities.

Exceptions to the Blackout Periods set forth above may be approved only by the Company’s General Counsel or Chief Financial Officer, or, in the case of exceptions for directors, the Board of Directors or Audit Committee of the Board of Directors.

From time to time, the Company, through the Board of Directors, the Company’s disclosure committee or the General Counsel or Chief Financial Officer, may recommend that trading in the Company’s securities be suspended because of developments that have not yet been disclosed to the public. Subject to the exceptions noted above, all those affected should not trade in our securities while the suspension is in effect and should not disclose to others that the Company has suspended trading.

D. Pre-Clearance of All Trades by Designated Insiders

All transactions in the Company's securities (including without limitation, acquisitions and dispositions of Company shares, the exercise of share options and the sale of Company shares issued upon exercise of shares options) by Designated Insiders must be pre-cleared by the Company's General Counsel or Chief Financial Officer in order to provide assistance in preventing inadvertent violations of applicable securities laws and to avoid the appearance of impropriety in connection with the purchase and sale of the Company's securities. The General Counsel may designate one or more individuals who may pre-clear transactions under the guidance of the General Counsel or Chief Financial Officer. Pre-clearance does not relieve anyone of his or her responsibility under Securities and Exchange Commission ("SEC") rules.

A request for pre-clearance must be made in writing by contacting the Company's stock administration team through HR Help (for case type, select Designated Insider Pre-clearance) at least two trading days in advance of the proposed transaction and should include the type of proposed transaction, the proposed date of the transaction and the number of shares or other securities to be involved. In addition, upon request, the Designated Insider must execute a certification (in the form approved by the General Counsel or Chief Compliance Officer) that he or she is not aware of material nonpublic information about the Company. The General Counsel or Chief Financial Officer (or their delegate) shall have sole discretion to decide whether to clear any contemplated transaction.

The Chief Executive Officer shall have sole authority to clear transactions by members of the Company's Executive Leadership Team or board of directors or persons or entities subject to this policy as a result of their relationship with a member of the Company's Executive Leadership Team or board of directors. All trades that are pre-cleared must be effected within three trading days of receipt of the pre-clearance unless a specific exception has been granted by the General Counsel, Chief Financial Officer, Chief Executive Officer (or their delegate), as applicable. A pre-cleared trade (or any portion of a pre-cleared trade) that has not been effected during the three trading-day period must be pre-cleared again prior to execution. Notwithstanding receipt of pre-clearance, if the Designated Insider becomes aware of material non-public information or becomes subject to a Blackout Period before the transaction is effected, the transaction may not be completed.

None of the Company, the Chief Executive Officer, General Counsel, Chief Financial Officer, or the Company's other employees will have any liability for any delay in reviewing, or refusal of, a request for pre-clearance submitted pursuant to this Policy. Notwithstanding any pre-clearance of a transaction, none of the Company, the Chief Executive Officer, General Counsel, Chief Financial Officer, or the Company's other employees assumes any liability for the legality or consequences of such transaction to the person engaging in such transaction.

E. Post-Termination Transactions

This Policy continues to apply after an insider is no longer employed with the Company to transactions in the Company's securities for so long as an individual is in possession of material, non-public information. Such individuals may not trade in the Company's securities until any material, non-public information they had when their service terminated has become public or is no longer material.

F. Access to Information Relating to the Company

Access to material, non-public information about the Company, including the Company's business, earnings or prospects, should be limited only to officers, directors, employees and consultants of the Company on a need-to-know basis. In communicating material, non-public information to officers, directors, employees and consultants of the Company, all Insiders must take care to emphasize the need for confidential treatment of such information and adherence to the Company's policies with regard to confidential information. In addition, such information should not be communicated to anyone outside the Company under any circumstances, except in accordance with the Company's policies regarding the protection or authorized external disclosure of Company information.

G. Limitations on Access to Company Information

All Insiders should take all steps and precautions necessary to restrict access to, and secure, material, non-public information. Maintaining the confidentiality of Company information is essential for security and business reasons, as well as to comply with securities laws. You should treat all information you learn about the Company or its business plans in connection with your employment as confidential and proprietary to the Company. Inadvertent disclosure of confidential or inside information may expose the Company and you to significant risk of investigation and litigation. The timing and nature of the Company's disclosure of material information to outsiders is subject to legal rules, the breach of which could result in substantial liability to you, the Company, and its management. Accordingly, it is important that responses to inquiries about the Company by the press, investment analysts, and others in the financial community be made on the Company's behalf only through authorized individuals.

III. EXPLANATION OF INSIDER TRADING

"Securities" includes shares, debt securities (such as bonds, notes and debentures), options, warrants and other convertible securities, as well as derivative instruments (such as put and call options and convertible debentures).

"Purchase" and "sale" are defined broadly under the federal securities law. "Purchase" includes not only the actual purchase of a security, but any contract to purchase or otherwise acquire a security. "Sale" includes not only the actual sale of a security, but any contract to sell or otherwise dispose of a security. These definitions extend to a broad range of transactions, including conventional cash-for-shares transactions, conversions, the exercise of share options, and acquisitions and exercises of warrants or puts, calls or other derivative securities. These definitions may also apply to certain transactions entered into for purposes of estate planning.

It is generally understood that insider trading includes the following:

- trading by insiders while in possession of material, non-public information;
- trading by persons other than insiders while in possession of material, non-public information, if the information either was given in breach of an insider's duty to keep it confidential or was misappropriated; and
- communicating or tipping material, non-public information to others, including recommending the purchase or sale of a security while in possession of such information.

A. What Facts are Material?

The materiality of a fact depends upon the circumstances. A fact is considered “material” if there is a substantial likelihood that a reasonable investor would consider it important in making a decision to buy, sell or hold a security, or if the fact could reasonably be expected to affect the market price of the security. Material information can be positive or negative and can relate to virtually any aspect of a company’s business or to any type of security, debt or equity.

Examples of material information include (but are not limited to):

- information about dividends;
- corporate earnings or earnings forecasts;
- possible mergers, acquisitions, tender offers or dispositions;
- major new products or services or product or service developments;
- important business developments such as major contract awards or cancellations, large content acquisition agreements, developments regarding strategic collaborators or the status of regulatory submissions;
- management or control changes;
- significant borrowing or financing developments including pending public sales or offerings of debt or equity securities;
- defaults on borrowings;
- bankruptcies; and
- significant litigation or regulatory actions.

Moreover, material information does not have to be related to a company’s business. For example, the contents of a forthcoming newspaper column that is expected to affect the market price of a security can be material.

In all cases, the responsibility for determining whether an individual is in possession of material non-public information rests with that individual, and any action on the part of the Company pursuant to this Policy (or otherwise) does not in any way constitute legal advice or insulate an individual from liability under applicable securities laws. **When in doubt, do not trade.**

B. What is Non-public?

Information is “non-public” if it is not available to the general public. In order for information to be considered public, it must be widely disseminated in a manner making it generally available to investors, and after the investing public has had time to absorb the information fully, such as through a press release, a broadcast on widely available radio or television programs, publication in a widely available newspaper, magazine or news web site, a conference call for which adequate notice was provided, and/or public disclosure documents filed with the SEC that are available on the SEC’s website.

The circulation of rumors, even if accurate and reported in the media, does not constitute effective public dissemination. In addition, even after a public announcement, a reasonable period of time must lapse in order for the market to react to the information. *Generally, one should allow two full trading days following publication as a reasonable waiting period before such information is deemed to be public.*

Only you know what you know. The Company cannot provide you with confirmation that you are not in possession of material, non-public information. **When in doubt, don't disclose.**

C. Trading by Persons Other than Insiders

Insiders may be liable for communicating or tipping material, non-public information to a third party ("tippee"), and insider trading violations are not limited to trading or tipping by Insiders. An Insider does not need to have profited from a tippee's transaction in order to face insider trading liability. Persons other than Insiders can also be liable for insider trading, including tippees who trade on material, non-public information tipped to them or individuals who trade on material, non-public information that has been misappropriated.

Tippees inherit an Insider's duties and are liable for trading on material, non-public information illegally tipped to them by an Insider, regardless of whether such information was received by overt tips or through, among other things, conversations at social, business, or other gatherings. Similarly, just as Insiders are liable for the insider trading of their tippees, so are tippees who pass the information along to others who trade.

D. Penalties for Engaging in Insider Trading

Penalties for insider trading violations can extend significantly beyond any profits made or losses avoided and the SEC and Department of Justice have made the civil and criminal prosecution of insider trading violations a top priority. Penalties under the federal securities laws include:

- jail sentences of up to 20 years;
- criminal fines for individuals of up to \$5,000,000;
- civil fines of up to three times the amount of profit gained or loss avoided;
- damage awards to private plaintiffs;
- disgorgement of all profits; and
- civil fines for the Company of up to the greater of \$1,000,000 or three times the amount of profit gained or loss avoided by the violator.

In addition, insider trading could result in serious sanctions imposed by the Company, including dismissal, and other federal and state civil or criminal laws may also be violated in connection with insider trading, such as the laws prohibiting mail and wire fraud and the Racketeer Influenced and Corrupt Organizations Act (RICO).

E. Size of Transaction and Reason for Transaction Do Not Matter

The size of the transaction or the amount of profit received does not have to be significant to result in prosecution and the reason for the transaction does not matter. The SEC has the ability to monitor even the smallest trades, and the SEC performs routine market surveillance. Brokers or dealers are required by law to inform the SEC of any possible violations by people who may have material, non-public information. The SEC aggressively investigates even small insider trading violations.

F. Examples of Insider Trading

Examples of insider trading cases include actions brought against corporate officers, directors, and employees who traded in a company's securities after learning of significant confidential corporate developments; friends, business associates, family members and other tippees of such officers, directors, and employees who traded in the securities after receiving such information; government employees who learned of such information in the course of their employment; and other persons who misappropriated, and took advantage of, confidential information from their employers.

The following are illustrations of insider trading violations. These illustrations are hypothetical and, consequently, not intended to reflect on the actual activities or business of the Company or any other entity.

Trading by Insider

- An officer of X Corporation learns that earnings to be reported by X Corporation will increase dramatically. Prior to the public announcement of such earnings, the officer purchases X Corporation's shares. The officer, an insider, is liable for all profits as well as penalties of up to three times the amount of all profits. The officer also is subject to, among other things, criminal prosecution, including up to \$5,000,000 in additional fines and 20 years in jail. Depending upon the circumstances, X Corporation and the individual to whom the officer reports also could be liable as controlling persons.

Trading by Tippee

- An officer of X Corporation tells a friend that X Corporation is about to publicly announce that it has concluded an agreement for a major acquisition. This tip causes the friend to purchase X Corporation's shares in advance of the announcement. The officer is jointly liable with his friend for all of the friend's profits, and each is liable for all civil penalties of up to three times the amount of the friend's profits. The officer and his friend are also subject to criminal prosecution and other remedies and sanctions, as described above.

IV. ADDITIONAL PROHIBITED TRANSACTIONS

A. Short Sales; Speculation in the Company's Securities

Short sales (sales of securities that are not owned at the time of sale) may reduce the seller's incentive to improve the Company's performance and are prohibited by this Policy. Any other transaction, the primary purpose of which is to capitalize on short-term opposite way movements in the value of the Company's securities is also prohibited.

B. Publicly Traded Options

A transaction in options is, in effect, a bet on the short-term movement of the Company's shares and therefore creates the appearance that an officer, director or employee is trading based on inside information. Transactions in options also may focus an Insider's attention on short-term performance at the expense of the Company's long-term objectives. Accordingly, transactions in puts, calls or other derivative securities involving the Company's equity securities are prohibited by this Policy.

C. Hedging Transactions

Certain forms of hedging or monetization transactions, such as zero-cost collars and forward sale contracts, allow an Insider to lock in much of the value of his or her shareholdings, often in exchange for all or part of the potential for upside appreciation in the shares. These transactions allow the Insider to continue to own the covered securities, but without the full risks and rewards of ownership. When that occurs, the Insider may no longer have the same objectives as the Company's other shareholders. Therefore, such transactions involving the Company's equity securities are prohibited by this Policy.

D. Margin and Pledging of the Company's Securities Prohibited

Purchasing on margin means borrowing from a brokerage firm, bank or other entity in order to purchase the Company's securities (other than in connection with a cashless exercise of shares options or other awards under the Company's equity plans). Margin purchases of the Company's securities are prohibited by this Policy. Pledging the Company's securities as collateral to secure loans or otherwise is also prohibited. This prohibition means, among other things, that an Insider cannot hold the Company's securities in a "margin account" (which would allow the Insider to borrow against his or her holdings to buy securities).

V. RULE 10b5-1 TRADING PLANS

Rule 10b5-1 provides an affirmative defense to insider trading liability for transactions under a previously established binding contract, written plan or instruction (a "Trading Plan") entered into in good faith when not in possession of material, non-public information and in accordance with the terms of Rule 10b5-1. Once you establish a Trading Plan in accordance with the foregoing, you will not need to pre-clear transactions made pursuant to the terms of the Trading Plan.

The initiation of, and any modification to or termination of, any such Trading Plan will be deemed to be a transaction in the Company's securities, and such initiation, modification or termination is subject to all limitations and prohibitions relating to transactions in the Company's securities. Each such Trading Plan, and any modification or termination thereof, must be submitted to and pre-approved in the manner set forth above and such conditions on the implementation and operation of the Trading Plan may be imposed as the Company deems necessary or advisable. However, compliance of the Trading Plan to the terms of Rule 10b5-1 and the execution of transactions pursuant to the Trading Plan are the sole responsibility of the person initiating the Trading Plan, not the Company or any of its other employees.

The Company reserves the right from time to time suspend, discontinue or otherwise prohibit any transaction in the Company's securities, even pursuant to a previously approved Trading Plan, if the Company, in its discretion, determines that such suspension, discontinuation or other prohibition is in the best interests of the Company.

None of the Company, the Chief Executive Officer, General Counsel, Chief Financial Officer, or the Company's other employees will have any liability for any delay in reviewing, or refusal of, a Trading Plan submitted pursuant to this Policy. Notwithstanding any review of a Trading Plan pursuant to this Policy, none of the Company, the Chief Executive Officer, General Counsel, Chief Financial Officer, or the Company's other employees assumes any liability for the legality or consequences relating to such Trading Plan to the person adopting such Trading Plan.

Clarivate Plc
List of Subsidiaries

Listed below are all the subsidiaries owned (directly or indirectly) or controlled by Clarivate Plc, except certain inactive subsidiaries and certain other Clarivate subsidiaries which are not included in the listing because considered in the aggregate they do not constitute a significant subsidiary as of the date this list was compiled.

Entity Name	State or Country of Incorporation or Organization
Annu GmbH	Germany
BlackB Srl	Belgium
Camelot Deutschland GmbH	Germany
Camelot Finance S.A.	Luxembourg
Camelot Holdco 3 (Jersey) Limited	Jersey
Camelot Holdings (Jersey) Limited	Jersey
Camelot Professional K.K.	Japan
Camelot Spain, S.L.U.	Spain
Camelot UK Bidco Limited	England and Wales
Camelot UK Holdco Limited	England and Wales
Camelot UK Holdco 2 Limited	England and Wales
Camelot UK Top Holdco Limited	England and Wales
Camelot U.S. Acquisition 2 Co.	Delaware
Camelot US Acquisitions 3 Co.	Delaware
Camelot U.S. Acquisition 4 Co.	Delaware
Camelot U.S. Acquisition LLC	Delaware
Cee-Bo Global IP Management Services (Shenzhen) Limited	China
Cee-Bo Landon Information Consulting (Shanghai) Limited	China
Centre for Innovation in Regulatory Science Limited	England and Wales
Centre for Medicines Research International Limited	England and Wales
Clarivate (Chengdu) Technology Co., Ltd.	China
Clarivate (Guangzhou) Technology Co., Ltd.	China
Clarivate (Jinan) Technology Co., Ltd.	China
Clarivate (Malaysia) Sdn. Bhd.	Malaysia
Clarivate (Suzhou) Technology Co., Ltd.	China
Clarivate (Wuhan) Technology Co., Ltd.	China
Clarivate (Xian) Technology Co., Ltd.	China
Clarivate Analytics (Australia) Holdings Pty Limited	Australia
Clarivate Analytics (Australia) Pty Limited	Australia
Clarivate Analytics (Beijing) Technology Company Ltd.	China
Clarivate Analytics (Belgium) N.V.	Belgium
Clarivate Analytics (Canada) Corp.	Canada
Clarivate Analytics (Compumark) Inc.	Delaware
Clarivate Analytics (Compumark) Limited	England and Wales
Clarivate Analytics (Compumark) SAS	France
Clarivate Analytics (Deutschland) GmbH	Germany
Clarivate Analytics (España), S.A.U.	Spain
Clarivate Analytics (France) Holdings SAS	France
Clarivate Analytics (France) SAS	France
Clarivate Analytics (India) Private Limited	India
Clarivate Analytics (International) Limited	England and Wales
Clarivate Analytics (Italia) S.r.l.	Italy
Clarivate Analytics (Japan) Co. Ltd.	Japan
Clarivate Analytics (New Zealand) Holdings Limited	New Zealand
Clarivate Analytics (Singapore) Pte. Ltd.	Singapore
Clarivate Analytics (Taiwan) Co., Ltd.	Taiwan
Clarivate Analytics (UK) Limited	England and Wales
Clarivate Analytics (US) Holdings Inc.	Delaware
Clarivate Analytics (US) LLC	Delaware
Clarivate Analytics Information Services (Beijing) Co. Ltd.	China
Clarivate Analytics Korea Ltd.	South Korea
Clarivate Analytics Mexico, S.A. de C.V.	Mexico
Clarivate EL Corporation	Delaware
Clarivate IP (US) Holdings Corporation	Delaware
Clarivate IP Services Limited	Scotland
Clarivate Science Holdings Corporation	Delaware
Clarivate Servicos Analiticos Brasil Ltda.	Brazil
Clarivate U.S. Science Holdings Corporation	Delaware
Computer Patent Annuities International Limited	England and Wales
CPA Global (Asia) Limited	Hong Kong
CPA Global (Australia) Pty Ltd	Australia
CPA Global (FIP) LLC	Delaware
CPA Global (FTF) Inc.	Delaware
CPA Global (IPAN) LLC	Delaware
CPA Global (Ipendo) AB	Sweden
CPA Global (Ipendo) Inc.	Delaware

CPA Global (Ipendo Systems) AB	Sweden
CPA Global (Korea) LLC	South Korea
CPA Global (Landon IP) Inc.	Virginia
CPA Global (Landon IP) Limited	England and Wales
CPA Global (Patrafee) AB	Sweden
CPA Global (Patrafee) Limited	England and Wales
CPA Global Deutschland GmbH	Germany
CPA Global d.o.o. Beograd-Stari Grad	Serbia
CPA Global Group Holdings Limited	Jersey
CPA Global Holdings (France) SNC	France
CPA Global IP Management Consulting (Taiwan) Co., Ltd	Taiwan
CPA Global Limited	Jersey
CPA Global Management Services Limited	England and Wales
CPA Global North America LLC	Delaware
CPA Global Patent Research LLC	Virginia
CPA Global Renewals (UK) Limited	England and Wales
CPA Global Services Private Limited	India
CPA Global Services US Inc	Delaware
CPA Global Software Solutions Australia Pty Limited	Australia
CPA Global Software Solutions SAS	France
CPA Global Software Solutions (UK) Limited	England and Wales
CPA Global Support Services India Private Limited	India
CPA Global Support Services LLC	Delaware
CPA Global Sweden Holdings AB	Sweden
C.P.A. Limited	Jersey
CPAUSH Limited	England and Wales
CPA US Holdings, Inc	Delaware
Crossbow IP Services LLC	Delaware
DARTS-IP SRL	Belgium
Decision Resources, Inc.	Delaware
Discovery Logic, Inc.	Delaware
DR/Decision Resources, LLC	Delaware
DRG Analytics & Insights Private Limited	India
DRG Holdco Inc.	Delaware
Ex Libris (Australia) Pty. Ltd.	Australia
Ex Libris (Deutschland) GmbH	Germany
Ex Libris (France) Sarl	France
Ex Libris (Scandinavia) A/S	Denmark
Ex Libris (UK) Limited	England and Wales
Ex Libris (USA) Inc	New York
Ex Libris Asia Pacific Pte. Ltd.	Singapore
Ex Libris Global Holdings, Inc.	Delaware
Ex Libris Group Holdings Corp.	Delaware
Ex Libris Group LLC	Delaware
Ex Libris Israeli Holdco Ltd.	Israel
Ex Libris Italy S.r.l.	Italy
Ex Libris Ltd.	Israel
Ex Libris Software Science & Technology Development (Beijing) Co. Ltd.	China
Hanlim IPS Co. Ltd.	South Korea
III Acquisition Corp.	Delaware
Information Ventures LLC	Delaware
Innography, Inc	Delaware
Innovative Interfaces Canada Inc.	Canada
Innovative Interfaces Incorporated	California
Innovative Interfaces International Limited	England and Wales
Innovative Interfaces Ireland Limited	Ireland
Innovative Interfaces Limited	England and Wales
IPAN BPM GmbH	Germany
IPAN GmbH	Germany
IPAN Service GmbH	Germany
IP Folio Corporation	Delaware
IPSS Europe Limited	England and Wales
Landon IP (HK) Limited	Hong Kong
Longbow Legal Limited	Hong Kong
Longbow Legal Services Inc	Delaware
Longbow Legal Services Private Limited	India
Markpro Co.	South Korea
Markpro Global Company (Japanese: Markpro Japan K.K.)	Japan
Markpro US LLC	Delaware
Master Data Center Inc	Michigan
MicroPatent LLC	Delaware
Millennium Research Group Inc	Canada
Pi2 Solutions Limited	England and Wales
ProQuest Chile S.p.A.	Chile
ProQuest Colombia S.A.S.	Colombia
ProQuest European Holdings Limited	England and Wales
ProQuest Information and Learning Limited	England and Wales
ProQuest Information and Learning LLC	Delaware
ProQuest LATAM, Sociedad de R.L. de C.V.	Mexico
ProQuest Latin America Servicios E Productos Para Acceso A Informacao Ltda.	Brazil

ProQuest LLC	Delaware
ProQuest LP	Maryland
ProQuest Netherlands B.V.	Netherlands
ProQuest Pension Trustee Limited	England and Wales
ProQuest UK Holdings Limited	England and Wales
Publons Limited	New Zealand
Research Research (Africa) Pty Limited	South Africa
Research Research Limited	England and Wales
Rowan TELS Corp.	Delaware
See-Out Pty Limited	Australia
Selige Investments S.a.r.l.	Luxembourg
Sigmatic Limited	England and Wales
Trademark Vision USA, LLC	Delaware
Unycom GmbH	Austria
Unycom Management Services GmbH	Austria
VTLS, Inc.	Virginia
WIRO Limited	England and Wales
Zarabatana Solucoes Em Informatica Ltda.	Brazil

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-291243) and S-8 (No. 333-231405, No. 333-277865 and 333-289134) of Clarivate Plc of our report dated February 24, 2026 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Philadelphia, Pennsylvania
February 24, 2026

CERTIFICATION

I, Matitiah Shem Tov, certify that:

1. I have reviewed this Annual Report on Form 10-K of Clarivate Plc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 24, 2026

/s/ Matitiah Shem Tov

Matitiah Shem Tov

Chief Executive Officer and Director

CERTIFICATION

I, Jonathan M. Collins, certify that:

1. I have reviewed this Annual Report on Form 10-K of Clarivate Plc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 24, 2026

/s/ Jonathan M. Collins

Jonathan M. Collins

Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Clarivate Plc (the "Company") on Form 10-K for the year ended December 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Matitiah Shem Tov, Chief Executive Officer and Director of the Company, certify to my knowledge, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350), that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 24, 2026

/s/ Matitiah Shem Tov

Matitiah Shem Tov

Chief Executive Officer and Director

**CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Clarivate Plc (the "Company") on Form 10-K for the year ended December 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jonathan M. Collins, Executive Vice President and Chief Financial Officer of the Company, certify to my knowledge, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350), that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 24, 2026

/s/ Jonathan M. Collins

Jonathan M. Collins

Executive Vice President and Chief Financial Officer