This Offer to Purchase (as defined below) is important and requires your immediate attention. You should consult your investment dealer, stockbroker, bank manager, lawyer or other professional advisor. This Offer to Purchase has not been filed with or reviewed by any federal, state or foreign securities commission or regulatory authority, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase. Any representation to the contrary is unlawful and may be a criminal offense.

Offer to Purchase

Clarivate™

Clarivate Science Holdings Corporation
("Clarivate," the "Company," "us" or "we")

Offer to Purchase for Cash Up to $75,000,000 Aggregate Principal Amount of the Outstanding Notes Listed in the Table Below

The Offer (as defined below) will expire at 5:00 p.m., New York City time, on September 23, 2026, unless extended or earlier terminated (such time and date, as the same may be extended by us with respect to the Notes (as defined below), the "*Expiration Date*"). Notes tendered for purchase may be validly withdrawn at any time at or prior to 5:00 p.m., New York City time, on September 23, 2026 (such time and date, as the same may be extended by us with respect to the Notes, the "*Withdrawal Deadline*"), but may not thereafter be validly withdrawn, except as provided herein or required by applicable law. The Offer is being made upon the terms and subject to the satisfaction or waiver of certain conditions set forth in this offer to purchase (as it may be amended or supplemented from time to time, the "*Offer to Purchase*", together with any related documents, the "*Tender Offer Documents*").

Notes	Issuer	CUSIP/ISIN Number(1)	Aggregate Principal Amount Outstanding	Maturity Date	Reference Security(2)	Bloomberg Reference Page(2)	Fixed Spread (Basis Points)(2)
3.875% Senior Secured Notes due 2028	Clarivate Science Holdings Corporation	144A: 18064P AC3 / US18064PAC32 Reg S: U1800Q AC3 / USU1800QAC34	$825,000,000	July 1, 2028	4.125% UST due June 30, 2028	FIT 4	+50

(1) No representation is made as to the correctness or accuracy of the CUSIP or ISIN numbers listed in this Offer to Purchase. They are provided solely for the convenience of Holders (as defined below) of the Notes.

(2) The total consideration for the Notes (such consideration, the "*Total Consideration*") payable per each $1,000 principal amount of the Notes validly tendered for purchase will be based on the fixed spread (as specified in this table, the "*Fixed Spread*") for the Notes, plus the yield (the "*Reference Yield*") based on the bid-side price of the U.S. Treasury reference security as specified in this table (the "*Reference Security*") as quoted on the Bloomberg page (the "*Bloomberg Reference Page*") as of 2:00 p.m., New York City time, on September 23, 2026, unless extended by Clarivate with respect to the Offer (such date and time with respect to the Offer, as the same may be extended by Clarivate with respect to the Offer, the "*Price Determination Date*"). The sum of the Fixed Spread and the Reference Yield is referred to as the "*Offer Yield*." The formula for determining the Total Consideration is set forth on Annex A hereto. See "The Offer—Total Consideration." The Total Consideration does not include the Accrued Coupon Payment (as defined below), which will be payable in cash in addition to the Total Consideration.

THIS OFFER TO PURCHASE CONTAINS CERTAIN IMPORTANT INFORMATION THAT SHOULD BE READ BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

Clarivate Science Holdings Corporation ("*Clarivate*," the "*Company*," "*us*" or "*we*"), an indirect wholly owned subsidiary of Clarivate Plc, a public limited company incorporated under the laws of Jersey, Channel Islands ("*Parent*"), hereby offers (the "*Offer*"), on the terms and subject to the conditions set forth in the Tender Offer Documents, to purchase for cash, subject to the Tender Cap (as defined below), the Notes set forth in the table on the front cover of this Offer to Purchase (the "*Notes*") from each registered holder (each, a "*Holder*" and collectively, the "*Holders*") of such Notes. The Offer is open to all registered Holders of the Notes, and we will accept Notes validly tendered (and not validly revoked), subject to a $75,000,000 cap on the aggregate principal amount of Notes purchased in the Offer (the "*Tender Cap*"). For the avoidance of doubt, the Tender Cap for Notes purchased in the Offer shall exclude the Accrued Coupon Payment. Additionally, we may increase the amount of Notes accepted for payment in the Offer by no more than 2% of the outstanding Notes without amending or extending the Offer, and may also increase or decrease the percentage of the Notes accepted for payment in the Offer (including by more than 2% of the outstanding Notes) by a press release or other public announcement that is widely disseminated by Parent by no later than 9:00 a.m. (New York City time), on the third business day before the scheduled Expiration Date.

The Offer is not conditioned upon the tender of any aggregate minimum principal amount of Notes (subject to minimum denomination requirements as set forth in "The Offer—Procedures for Tendering Notes—Minimum Tender Denomination").

This Offer to Purchase and related documents do not constitute an offer to buy or sell or the solicitation of an offer to buy or sell any Notes in any jurisdictions or in any circumstances in which such offer or solicitation is unlawful.

The Offer is, however, subject to the terms and conditions described in this Offer to Purchase, including, among others, the Tender Cap. Subject to applicable law, we may eliminate, increase or decrease the Tender Cap at any time.

In addition to the Total Consideration, all Holders of Notes accepted for purchase pursuant to the Offer will, on the Settlement Date (as defined below), also receive accrued and unpaid interest on those Notes from the last interest payment date with respect to those Notes to, but excluding, the Settlement Date (the "*Accrued Interest*," and the payment thereof, the "*Accrued Coupon Payment*"). See "The Offer—Accrued Coupon Payment."

Provided that all conditions to the Offer have been satisfied or waived by us by the Expiration Date, we will settle all Notes validly tendered at or prior to the Expiration Date (as defined herein), and, in each case, accepted for purchase in the Offer on the second business day after the Expiration Date, which is expected to be September 25, 2026, with respect to any Notes validly tendered at or prior to the Expiration Date, unless extended with respect to the Offer (the "*Settlement Date*").

NONE OF CLARIVATE, PARENT, THE TENDER AND INFORMATION AGENT, THE DEALER MANAGER OR THE TRUSTEE (EACH AS DEFINED HEREIN) (NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES) MAKES ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER THEIR NOTES PURSUANT TO ANY OFFER, AND NO ONE HAS BEEN AUTHORIZED BY ANY OF THEM TO MAKE SUCH A RECOMMENDATION. HOLDERS MUST MAKE THEIR OWN DECISIONS AS TO WHETHER TO TENDER THEIR NOTES, AND, IF SO, THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

None of the Dealer Manager or its directors, officers, employees or affiliates assumes any responsibility for the accuracy or completeness of the information contained in this Offer to Purchase or any related documents, including the information concerning the Offer, the Company or any of its affiliates contained in this Offer to Purchase or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of such information.

Holders must also obtain any consents or approvals that they need in order to tender their Notes. None of the Company, the Dealer Manager, the Tender and Information Agent or the Trustee are responsible for Holders' compliance with these requirements.

You should consider the risk factors beginning on page 15 of this Offer to Purchase before you decide whether to participate in the Offer.

The Dealer Manager for the Offer is:

Citigroup

The date of this Offer to Purchase is September 17, 2026

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IMPORTANT INFORMATION

The Offer is being made upon the terms and subject to the conditions set forth in the Tender Offer Documents. This Offer to Purchase contains important information that Holders of Notes are urged to read before any decision is made with respect to the Offer. We recommend that you seek your own legal or financial advice, including as to any tax consequences, from your investment dealer, stockbroker, bank manager, lawyer or other professional advisor. Any questions regarding procedures for tendering Notes or requests for additional copies of this Offer to Purchase should be directed to the Tender and Information Agent (as defined below). Copies of this Offer to Purchase are available for Holders at the following Offer website: https://www.gbsc-usa.com/clarivate/.

Clarivate hereby makes the Offer to all Holders for Clarivate to purchase, upon the terms and subject to the conditions set forth in the Tender Offer Documents, the Notes, which are listed in the table on the first page of this Offer to Purchase. Subject to applicable law and limitations described elsewhere in this Offer to Purchase, Clarivate expressly reserves the right, with respect to the Offer, to amend, extend or, if any of the conditions described herein is not timely satisfied or waived, terminate the Offer.

Unless the context indicates otherwise, all references to a valid tender of Notes in this Offer to Purchase shall mean that such Notes have been validly tendered at or prior to the Expiration Date and have not been validly withdrawn at or prior to the Withdrawal Deadline.

Clarivate reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates, the right to purchase all or any of the Notes tendered pursuant to the Offer, or to pay all or any portion of the Total Consideration and the Accrued Coupon Payment for the Notes, but any such transfer or assignment will in no way prejudice the rights of tendering Holders to receive payment for the Notes validly tendered and accepted for purchase pursuant to the Offer or to receive the Total Consideration and Accrued Coupon Payment from Clarivate.

Only registered Holders of Notes are entitled to tender Notes pursuant to the Offer. An owner of a beneficial interest in Notes (each, a "*beneficial owner*" of such Notes) that are held of record by a custodian bank, broker, dealer, commercial bank, trust company or other nominee must contact that nominee and request that such nominee tender such Notes and such Notes must be tendered on the beneficial owner's behalf at or prior to the Expiration Date in order for such beneficial owner to receive the Total Consideration and Accrued Coupon Payment. Beneficial owners should be aware that their custodian bank, broker, dealer, commercial bank, trust company or other nominee in respect of the Notes may establish its own earlier deadline for participation in the Offer. Accordingly, beneficial owners of Notes wishing to participate in the Offer in respect of such Notes should contact their custodian bank, broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the time by which such owner must take action in order to so participate.

All of the Notes are held in book-entry form and registered in the name of Cede & Co., the nominee of The Depository Trust Company ("*DTC*"). Because only registered Holders of Notes may tender Notes, beneficial owners of Notes must instruct the custodian bank, broker, dealer, commercial bank, trust company or other nominee that is the registered holder of such Notes to tender Notes on such beneficial owners' behalf to participate in the Offer in respect of their Notes. DTC has authorized DTC participants that hold Notes on behalf of beneficial owners of such Notes through DTC to tender their Notes as if they were Holders of such Notes. To tender Notes through DTC, a Holder must transfer such Notes through DTC's Automated Tender Offer Program ("*ATOP*"). **There is no letter of transmittal for the Offer. There are no guaranteed delivery procedures for the Offer.** See "The Offer—Procedures for Tendering Notes—Procedures for Tendering Notes Held Through DTC."

Unless the context otherwise requires, references in this Offer to Purchase to "*Holders*" or "*Holders of Notes*" include:

(1) each person who is shown in the records of DTC as a Holder of any Notes (a "*Direct Participant*");

(2) any custodian bank, broker, dealer, commercial bank, trust company or other nominee who holds Notes (each an "*intermediary*"); and

(3) each beneficial owner of a beneficial interest in Notes held, directly or indirectly, in an account, or through the accounts of an intermediary, in the name of a Direct Participant acting on the beneficial owner's behalf, except that for the purposes of the purchase of any tendered Notes accepted by Clarivate and the payment of any cash representing the Total Consideration or Accrued Coupon Payment, as the case may be, to the extent the beneficial owner of the relevant Notes is not a Direct Participant, such payment will be made only to the relevant Direct Participant, and the making of such payment to DTC will satisfy any obligations of Clarivate in respect of such Notes.

Any questions or requests for assistance or for additional copies of this Offer to Purchase or related documents may be directed to the Tender and Information Agent, at its telephone numbers set forth on Annex A of this Offer to Purchase. A Holder may also contact the Dealer Manager at the telephone numbers or addresses set forth on Annex A of this Offer to Purchase or such Holder's intermediary for assistance concerning the Offer. Beneficial owners should contact their custodian bank, broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

On the terms and subject to the conditions of the Offer, we will notify the Tender and Information Agent, promptly after the Expiration Date as to which Notes tendered are accepted by us for purchase pursuant to the Offer. Provided that the conditions to the Offer have been satisfied or waived by us, all Holders whose Notes are accepted for purchase by us will receive, on the Settlement Date for the Offer, (i) payment of the Total Consideration, and (ii) the Accrued Coupon Payment. Provided that all conditions to the Offer have been satisfied or waived by us by the Expiration Date, we will settle all Notes validly tendered at or prior to the Expiration Date and accepted for purchase in the Offer on the Settlement Date, which is expected to be September 25, 2026, with respect to any Notes validly tendered at or prior to the Expiration Date, unless extended by us with respect to the Offer.

Our obligation to accept for purchase, and to pay for, any Notes that are validly tendered pursuant to the Offer is conditioned on the satisfaction or waiver by Clarivate of the conditions to the Offer set forth in "The Offer—Conditions to the Offer."

Clarivate expressly reserves the right, subject to applicable law, to (i) delay accepting any Notes, extend the Offer, or, upon failure of a condition to be satisfied prior to the Expiration Date or timely waived, terminate the Offer and not accept any Notes, (ii) amend, modify or waive at any time, or from time to time, the terms of the Offer in any respect, including a waiver of any conditions to consummation of the Offer and (iii) increase, decrease or eliminate the Tender Cap at any time, including on or after the Price Determination Date.

In the Offer, Notes can be tendered only in accordance with the procedures described in "The Offer—Procedures for Tendering Notes." Holders who do not participate in the Offer, or whose Notes are not accepted for purchase, will continue to hold their Notes immediately following the completion of the Offer.

THIS OFFER TO PURCHASE CONTAINS IMPORTANT INFORMATION WHICH SHOULD BE READ BEFORE A DECISION IS MADE WITH RESPECT TO THE OFFER.

This Offer to Purchase has not been filed with or reviewed by any federal, state or foreign securities commission or regulatory authority, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase. Any representation to the contrary is unlawful and may be a criminal offense. We have not authorized anyone to provide any information or make any representation other than that contained or incorporated by reference in this Offer to Purchase or other information to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. If given or made, you should not rely on any such recommendation, information or representation as having been authorized by Clarivate, including its board of directors and employees, Parent, including its board of directors and employees, the Dealer Manager, the Tender and Information Agent or the Trustee. This Offer to Purchase and related documents do not constitute an offer to buy or sell or the solicitation of an offer to buy or sell any Notes in any jurisdictions or in any circumstances in which such offer or solicitation is unlawful. In those jurisdictions where the securities, blue sky or other laws require an offer to be made by a licensed broker or dealer, that Offer shall be deemed to be made on behalf of Clarivate by the Dealer Manager or one or more registered brokers or dealers licensed under the laws of such jurisdiction. Neither the delivery of this Offer to Purchase and related documents nor any purchase of Notes shall, under any circumstances, create any implication that the information contained herein or therein is current as of any time subsequent to the date of such information.

Following the Expiration Date, Clarivate and/or its affiliates reserve the right to purchase additional Notes from time to time through open market purchases, privately negotiated transactions, one or more additional tender offers, exchange offers or otherwise, on such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to the Offer and may be for cash or other consideration. In addition, Clarivate may redeem Notes after the Expiration Date as permitted by the indenture relating to the Notes. Any future purchases or redemptions by Clarivate and/or its affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) Clarivate and/or its affiliates may choose to pursue in the future. The effect of any of these actions may directly or indirectly affect the price of any Notes that remain outstanding after the consummation or termination of the Offer.

In this Offer to Purchase, Clarivate has used the convention of referring to all Notes that have been validly tendered and not validly withdrawn as having been "*validly tendered*." Any Notes validly withdrawn and not validly tendered again, will be deemed to be not validly tendered for purposes of the Offer.

WHERE YOU CAN FIND MORE INFORMATION

Parent files annual, quarterly and current reports, proxy statements and other information with the U.S. Securities and Exchange Commission (the "*SEC*"). Parent's SEC filings are available to the public at the SEC's website at www.sec.gov. Information about us, including Parent's SEC filings, is also available at our website at https://clarivate.com/. However, the information on the SEC's website and our website is not a part of, or incorporated by reference in, this Offer to Purchase, except as expressly provided under "Incorporation of Certain Documents by Reference."

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The reports and other information Parent files with the SEC are incorporated by reference into this Offer to Purchase as described below. This means we disclose important information to you by referring you to these publicly filed documents. The information incorporated by reference is considered part of this Offer to Purchase from the date we file that document. Any information filed with the SEC by Parent after the date of this Offer to Purchase and before the expiration of the Offer will automatically update and, where applicable, supersede any information contained in this Offer to Purchase or in documents filed earlier with the SEC.

We incorporate by reference into this Offer to Purchase the following documents or information filed by Parent with the SEC (other than, in each case, documents or information deemed furnished and not filed in accordance with SEC rules, and no such information shall be deemed specifically incorporated by reference hereby):

- Annual Report on Form 10-K for the year ended December 31, 2025, as filed on February 24, 2026;
- Definitive Proxy Statement on Schedule 14A, as filed on April 1, 2026 (solely those portions that were incorporated by reference into Part III of Parent's Annual Report on Form 10-K for the fiscal year ended December 31, 2025);
- Quarterly Reports on Form 10-Q for the quarterly period ended March 31, 2026, as filed on April 29, 2026 and the quarterly period ended June 30, 2026, as filed on July 29, 2026;
- Current Report on Form 8-K, as filed on July 29, 2026; and
- all documents filed by Parent under Sections 13(a), 13(c), 14 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), on or after the date of this Offer to Purchase and before the expiration of the Offer.

The Tender and Information Agent will provide without charge to each person to whom this Offer to Purchase is delivered, upon the request of such person, a copy of any or all of the documents incorporated herein by reference, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference into such documents). Requests for such documents should be directed to the Tender and Information Agent at its telephone numbers or address set forth on Annex A of this Offer to Purchase.

We have not authorized anyone to provide any information or make any representation other than that contained or incorporated by reference in this Offer to Purchase or other information to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you.

You may request copies of the filings, at no cost, by telephone at +44 207 433 4000 or by mail at: Clarivate Plc, 70 St. Mary Axe, London EC3A 8BE, United Kingdom, Attention: Investor Relations.

CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

Some of the information included in this Offer to Purchase, applicable to the Offer pursuant to this Offer to Purchase, and the documents we have incorporated by reference may include 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, including statements regarding our intentions, beliefs, or current expectations concerning, among other things, the completion of the Offer. 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.

When considering these forward-looking statements, you should keep in mind the cautionary statements in this document and the documents incorporated by reference. These forward-looking statements speak only as of the date on which such statements were made, and we undertake no obligation to update or revise these statements except as required by federal securities laws.

IMPORTANT DATES

Holders should note the following important times and dates relating to the Offer. We may extend any of these dates and times for the Offer. Each capitalized term used and not otherwise defined in this Offer to Purchase has the meaning set forth in this "Important Dates" summary.

Date	Calendar Date and Time	Event
Launch Date	September 17, 2026.	The date on which we commence the Offer by issuing a public announcement.
Price Determination Date	2:00 p.m., New York City time, on September 23, 2026, unless extended by us with respect to the Offer.	The date and time at which the Reference Yield of the Reference Security for the Notes will be measured. Promptly after the Price Determination Date, Parent will announce in a press release specifying the Offer Yield and Total Consideration for the Notes accepted for purchase.
Withdrawal Deadline.....................	5:00 p.m., New York City time, on September 23, 2026, unless extended by us with respect to the Offer.	The deadline for Holders to validly withdraw tenders of Notes. Tenders of Notes may not be validly withdrawn after the Withdrawal Deadline, except as provided herein or required by applicable law.
Expiration Date..............................	5:00 p.m., New York City time, on September 23, 2026, unless extended by us with respect to the Offer.	The deadline for Holders to tender Notes pursuant to the Offer in order to be eligible to receive the Total Consideration and the Accrued Coupon Payment on the Settlement Date. Tenders of Notes submitted after the Expiration Date will not be valid. Promptly after the Expiration Date, Parent will announce in a press release specifying the aggregate principal amount of Notes validly tendered and accepted for purchase in the Offer.
Settlement Date	Promptly following the Expiration Date and is expected to be September 25, 2026, the second business day after the Expiration Date, unless extended by us with respect to the Offer.	Any Notes validly tendered at or prior to the Expiration Date and accepted for purchase by us will be settled in the amount and manner described in this Offer to Purchase (subject to the terms and conditions set forth in this Offer to Purchase).

The above times and dates are subject to our right to amend, extend, and/or, if any of the conditions described herein is not timely satisfied or waived by us, terminate the Offer (subject to applicable law and as provided in this Offer to Purchase). Beneficial owners of Notes are advised to check with each intermediary through which they hold Notes as to when such intermediary would need to receive instructions from a beneficial owner in order for that beneficial owner to be able to participate in, or withdraw their instruction to participate in, the Offer before the deadlines specified in this Offer to Purchase. The deadlines set by any such intermediary and DTC for the submission and withdrawal of tender instructions may be earlier than the relevant deadlines specified above.

SUMMARY

The following summary is provided for your convenience. This summary is not complete and is qualified entirely by reference to, and should be read in connection with, the information appearing elsewhere or incorporated by reference in this Offer to Purchase and any amendments or supplements hereto and thereto. The summary highlights important information in this Offer to Purchase, but does not describe all of the details of the Offer. Holders are urged to read the more detailed information set forth in this Offer to Purchase and any amendments or supplements hereto. Each undefined capitalized term used in this summary has the meaning set forth elsewhere in this Offer to Purchase.

The Company... Clarivate Science Holdings Corporation, a Delaware corporation.

The Notes..

Notes	Issuer	CUSIP/ISIN Number	Aggregate Principal Amount Outstanding
3.875% Senior Secured Notes due 2028	Clarivate Science Holdings Corporation	144A: 18064P AC3 / US18064PAC32 Reg S: U1800Q AC3 / USU1800QAC34	$825,000,000

The Offer .... We are offering to purchase, on the terms and subject to the conditions set forth in the Tender Offer Documents (including the conditions set forth under "The Offer—Conditions to the Offer"), for cash and subject to the Tender Cap, the Notes set forth in the table on the front cover of this Offer to Purchase.

The Offer is not conditioned on any minimum amount of Notes being tendered. Our obligation to accept for purchase, and to pay for, Notes that are validly tendered, is conditioned on the satisfaction or waiver by the Company of the General Conditions (as defined below in "The Offer—Conditions to the Offer"). The Offer may be amended, extended or terminated by us in our sole discretion. Additionally, we may increase the amount of Notes accepted for payment in the Offer by no more than 2% of the outstanding Notes without amending or extending the Offer, and may also increase or decrease the percentage of the Notes accepted for payment in the Offer (including by more than 2% of the outstanding Notes) by a press release or other public announcement that is widely disseminated by Parent by no later than 9:00 a.m. (New York City time), on the third business day before the scheduled Expiration Date.

Tender Cap; Proration......................... The Company is offering to purchase up to the Tender Cap (which is an aggregate principal amount of $75,000,000), subject to the proration and the terms and conditions set forth in the Tender Offer Documents. For the avoidance of doubt, the Tender Cap for Notes purchased in the Offer shall exclude the Accrued Coupon Payment.

Subject to applicable law, we may eliminate, increase or decrease the Tender Cap at any time prior to the Expiration Date.

	In the event proration is required with respect to the Notes, we will multiply the principal amount of each valid tender of the Notes by the proration rate and round the resulting amount down to the nearest $1,000 principal amount in order to determine the principal amount of such tender that will be accepted pursuant to the Offer. The excess principal amount of Notes not accepted from the tendering Holders will be promptly returned to such Holders, and if this excess principal amount of Notes is less than $2,000, we may either accept or reject all such tendering Holders' validly tendered Notes in our sole discretion. Additionally, we may increase the amount of Notes accepted for payment in the Offer by no more than 2% of the outstanding Notes without amending or extending the Offer, and may also increase or decrease the percentage of the Notes accepted for payment in the Offer (including by more than 2% of the outstanding Notes) by a press release or other public announcement that is widely disseminated by Parent by no later than 9:00 a.m. (New York City time), on the third business day before the scheduled Expiration Date. Any Notes that are accepted for purchase by us will be retired and canceled.
Expiration Date	The Offer will expire at 5:00 p.m., New York City time, on September 23, 2026, unless extended or earlier terminated by us in our sole discretion. Tenders of Notes submitted after the Expiration Date will not be valid.
Purpose of the Offer and Conditions	The purpose of the Offer is to allow the Company to repurchase Notes. The Offer is subject to certain conditions as described under "The Offer—Conditions to the Offer" and no assurance can be given that the conditions will be satisfied.
Total Consideration	We refer to the total consideration payable by us for each $1,000 principal amount of Notes that have been (i) validly tendered at or prior to the Expiration Date and (ii) accepted for purchase by us as the "Total Consideration." Upon the terms and subject to the conditions set forth in the Tender Offer Documents, Holders who validly tender Notes at or prior to the Expiration Date, whose Notes are accepted for purchase by us, will receive the Total Consideration for each $1,000 principal amount of such Notes in cash on the Settlement Date. The Total Consideration payable with respect to the Notes does not include the Accrued Coupon Payment, which will be payable, in cash, in addition to the Total Consideration.
Determination of the Total Consideration	The Total Consideration payable by us for each $1,000 principal amount of the Notes validly tendered at or prior to the Expiration Date and accepted for purchase by us pursuant to the Offer will be determined in the manner described in this Offer to Purchase by reference to the Fixed Spread for the Notes specified on the first page of this Offer to Purchase plus the Reference Yield based on the bid-side price of the Reference Security specified on the first page of this Offer to Purchase as quoted on the Bloomberg Reference Page on the

	Price Determination Date. The formula for determining the Total Consideration is set forth on Annex A hereto.
Settlement Date......................................	Provided that all conditions to the Offer have been satisfied or waived by us by the Expiration Date, we will settle all Notes validly tendered at or prior to the Expiration Date and accepted for purchase in the Offer on the Settlement Date, which is expected to be September 25, 2026, with respect to any Notes validly tendered at or prior to the Expiration Date, unless extended by us with respect to the Offer. We will not pay the consideration for the Offer until promptly after the expiration of the Offer, on the Settlement Date.
Withdrawal of Tenders	Tenders of Notes may be validly withdrawn at any time at or prior to the Withdrawal Deadline, which is 5:00 p.m., New York City time, on September 23, 2026, but, except as provided herein or required by applicable law, may not be validly withdrawn thereafter. In addition, if the Offer is extended, tendered Notes may be withdrawn at any time (1) at or prior to the earlier of (x) the extended Expiration Date of the Offer, and (y) the tenth business day after the date of this Offer to Purchase, and (2) after the 60th business day after the date of this Offer to Purchase if for any reason the Offer has not been consummated within 60 business days after the date of this Offer to Purchase.
Clarivate's Right to Amend or Terminate	Although Clarivate has no present plans or arrangements to do so, it expressly reserves the right, subject to applicable law, to (i) delay accepting any Notes, extend the Offer, or, upon failure of a condition to be satisfied prior to the Expiration Date or timely waived, terminate the Offer and not accept any Notes, (ii) amend, modify or waive at any time, or from time to time, the terms of the Offer in any respect, including a waiver of any conditions to consummation of the Offer and (iii) increase, decrease or eliminate the Tender Cap at any time, including on or after the Price Determination Date. Subject to the qualifications described above, if Clarivate exercises any such right to amend, modify or waive the terms or conditions of the Offer, Clarivate will give written notice thereof to the Tender and Information Agent and will make a public announcement thereof as promptly as practicable and as required by applicable law. Clarivate will extend the Withdrawal Deadline or Expiration Date, as the case may be, if required by applicable law. Furthermore, if the terms of the Offer with respect to the Notes are amended in a manner determined by Clarivate to constitute a material change adversely affecting any Holder, Clarivate will promptly disclose any such amendment in a manner reasonably calculated to inform Holders of such amendment, and Clarivate will extend the Offer for a time period that Clarivate deems appropriate, depending upon the significance of the amendment and the manner of disclosure to Holders, but subject to applicable law, if the Offer would otherwise expire during such time period.
Acceptance and Payment; Source of Funds.....................................	Assuming the conditions to the Offer are timely satisfied or waived, we will pay the Total Consideration and Accrued Coupon Payment on the Settlement Date for Notes that are validly tendered (subject to the Tender Cap and possible proration as described in this Offer to

Purchase) at or prior to the Expiration Date and accepted by us in the Offer.

We intend to fund the purchase of the Notes pursuant to the Offer with cash on hand.

Accrued Coupon Payment..................... In addition to the Total Consideration, Holders whose Notes are accepted for purchase will receive a cash payment equal to the accrued and unpaid interest on such accepted Notes from and including the immediately preceding interest payment date for such Notes to, but excluding, the Settlement Date. The Accrued Coupon Payment in respect of Notes accepted for purchase will be calculated in accordance with the terms of such Notes. For the avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Offer. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by DTC or its participants. See "The Offer—Accrued Coupon Payment."

Conditions to the Offer.......................... Our obligation to accept Notes validly tendered in the Offer is subject to the Tender Cap and to the satisfaction or waiver by us of the conditions applicable to the Offer described under "The Offer—Conditions to the Offer," including that we will not be obligated to consummate the Offer upon the occurrence of any change or development that in our reasonable judgment would or might reasonably be expected to prohibit, restrict or delay the consummation of the Offer or materially reduces the anticipated benefits to us of the Offer or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise) or prospects. The Offer is not contingent upon the tender of any aggregate minimum principal amount of Notes subject to minimum denomination requirements as set forth in "The Offer—Procedures for Tendering Notes—Minimum Tender Denomination").

Subject to applicable law, we expressly reserve the right, in our sole discretion, to waive any one or more of the conditions to the Offer at any time. We also expressly reserve the right, but are under no obligation, to increase, decrease or eliminate the Tender Cap, in our sole discretion subject to applicable law. No assurance can be given that we will increase, decrease or eliminate the Tender Cap. See "The Offer—Conditions to the Offer."

Procedures for Tendering Notes............ Holders must tender their Notes in accordance with the procedures described under "The Offer—Procedures for Tendering Notes."

Notes may be tendered only in principal amounts equal to the Authorized Denominations for such Notes set forth in "The Offer—Procedures for Tendering Notes—Minimum Tender Denomination."

No Letter of Transmittal........................ No letter of transmittal will be used in connection with the Offer. The valid electronic transmission of acceptance through ATOP shall constitute delivery of Notes in connection with the Offer. See "The Offer—Procedures for Tendering Notes."

No Guaranteed Delivery Procedures	There are no guaranteed delivery procedures for the Offer. See "The Offer—Procedures for Tendering Notes."
Untendered or Unpurchased Notes	We will return any tendered Notes that we do not accept for purchase to their tendering Holder without expense. Notes not tendered and Notes otherwise not purchased pursuant to the Offer will remain outstanding. If the Offer is consummated, the aggregate principal amount that remains outstanding of the Notes that is purchased as part of the Offer will be reduced. This may adversely affect the liquidity of and, consequently, the market price for the Notes that remain outstanding after consummation of the Offer. See "Consequences to Non-Tendering and Tendering Holders."
Certain U.S. Federal Income Tax Considerations.......................................	For a summary of certain U.S. federal income tax considerations relating to the disposition of Notes pursuant to the Offer, see "Certain U.S. Federal Income Tax Considerations."
Other Purchases of Notes	We and/or our affiliates may from time to time, after the Expiration Date, reserve the right to purchase additional Notes through open market purchases, privately negotiated transactions, one or more additional tender offers, exchange offers or otherwise, on such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to the Offer and may be for cash or other consideration. In addition, under the terms of the indenture relating to the Notes, Clarivate is permitted to redeem the Notes and may seek to do so after the Expiration Date, and/or may redeem or repurchase other indebtedness, as applicable. Any future purchases or redemptions by us and/or our affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) or the timing thereof that we and/or our affiliates may choose to pursue in the future. The effect of any of these actions may directly or indirectly affect the price of any Notes that remain outstanding after the consummation or termination of the Offer.
Dealer Manager	Citigroup Global Markets Inc. (the "*Dealer Manager*").
Tender and Information Agent	Global Bondholder Services Corporation (the "*Tender and Information Agent*").
Trustee..	Wilmington Trust, National Association (the "*Trustee*"), as trustee for the Notes.
Brokerage Commissions........................	No brokerage commissions are payable by Holders to Clarivate, the Dealer Manager, the Tender and Information Agent or the Trustee.
Further Information; Questions	Questions concerning tender procedures and requests for additional copies of this Offer to Purchase should be directed to the Tender and Information Agent at its address or telephone numbers listed on Annex A of this Offer to Purchase. Questions concerning the terms of the Offer should be directed to the Dealer Manager at the addresses or telephone numbers listed on Annex A of this Offer to Purchase. This Offer to Purchase and the other relevant notices and documents, will also be available on the Offer website, https://www.gbsc-usa.com/clarivate/, operated by the Tender and Information Agent.

CLARIVATE

We are a leading global provider of transformative intelligence. We support the entire innovation lifecycle, from cultivating curiosity to protecting the world's critical intellectual property assets. Our aim is to fuel the world's greatest breakthroughs by harnessing the power of human ingenuity. From research and learning to commercialization, we offer intelligence solutions, workflow solutions, and tech-enabled services to customers in the Academia & Government, Intellectual Property, and Life Sciences & Healthcare end markets.

Our highly curated, proprietary suite of branded information and insights solutions - developed through our sourcing, aggregation, verification, translation, classification, and standardization processes - combined with AI and other advanced technologies, positions us to deliver amplified intelligence in the age of AI. We have developed and continue to develop AI research assistants and agents to enhance customer adoption and retention, unlock new revenue streams, and extend platform reach. Our AI research assistants enable customers to find, synthesize, and validate trusted insights more efficiently through query-specific, source-backed outputs, while our AI agents automate complex workflows, such as literature reviews, by executing and validating multi-step tasks across our proprietary solutions.

We serve more than 45,000 customers worldwide, including academic institutions and libraries, research organizations, corporations, law firms, government entities, and companies across the pharmaceutical, biotechnology, and medical device industries, providing a trusted foundation and quality user experience resulting in our strong and consistent annual customer renewal rates exceeding 90 percent.

We provide solutions to our customers primarily through subscription arrangements and re-occurring contracts, which provide us with stable revenues and predictable cash flows. We also provide transactional offerings that are typically quoted on a product, data set, or project basis.

RISK FACTORS

Before making a decision whether to tender Notes pursuant to the Offer, Holders of Notes should carefully consider the risks and uncertainties described in this Offer to Purchase, including those set forth below and under the heading "Cautionary Notice Regarding Forward-Looking Statements," and the risk factors set forth in Parent's filings with the SEC that are incorporated by reference herein including, without limitation, the risks under the heading "Risk Factors" in Parent's Annual Report on Form 10-K for the fiscal year ended December 31, 2025, and Parent's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2026 and June 30, 2026. The risks and uncertainties described below and in the incorporated documents are not the only risks and uncertainties that we face. Any of the following risks could materially and adversely affect our business, financial condition or results of operations. Additional risks and uncertainties not currently known to us or those we currently view to be immaterial may also materially and adversely affect our business, financial condition or results of operations. The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements.

There may be a more limited trading market for the Notes not purchased following the consummation of the Offer.

The Notes are not listed on any exchange. Quotations for securities that are not widely traded, such as the Notes, may differ from actual trading prices and should be viewed only as approximations. To the extent tenders of Notes in the Offer are accepted by us and the Offer is completed, the trading markets for the Notes that remain outstanding following such completion may be significantly more limited. The remaining Notes may command lower prices than comparable issues of securities with greater market liquidity, and there can be no assurance that any trading market will continue to exist.

Reduced market values and reduced liquidity also may make the trading prices of the remaining Notes more volatile. As a result, the market prices for the Notes that remain outstanding after the completion of the Offer may be adversely affected as a result of the Offer. None of Clarivate, Parent, the Dealer Manager or the Tender and Information Agent has any duty to make a market in any remaining Notes.

Notes not purchased in the Offer will remain outstanding.

Notes not purchased in the Offer will remain outstanding. The terms and conditions governing such Notes will remain unchanged. No amendments to such terms and conditions are being sought.

From time to time after the Expiration Date, Clarivate or its affiliates may acquire Notes that are not purchased in the Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemptions or otherwise, upon such terms and at such prices as Clarivate or its affiliates may determine or as may be provided for in the indenture or other documents governing such Notes (which may be on terms more or less favorable than those contemplated in the Offer and, in either case, could be for cash or other consideration).

Holders of Notes are responsible for complying with the procedures for tendering the Notes.

Holders of Notes are responsible for complying with all of the procedures for tendering Notes. If the instructions are not strictly complied with, a Holder's participation in the Offer may be rejected. None of Clarivate, Parent, the Dealer Manager, the Trustee or the Tender and Information Agent assumes any responsibility for informing any Holder of Notes of irregularities with respect to such Holder's participation in the Offer.

The Offer is subject to certain conditions and consummation of the Offer may not occur.

The Offer is subject to the satisfaction or waiver of certain conditions. See "The Offer—Conditions to the Offer." Even if the Offer is completed, it may not be completed on the schedule described in this Offer to Purchase. Accordingly, Holders participating in the Offer may have to wait longer than expected to receive the Total Consideration and Accrued Coupon Payment, during which time such Holders will not be able to effect transfers of their Notes tendered in the Offer.

The Offer may not be completed and in certain circumstances may be amended or terminated.

Until we announce whether we have accepted valid tenders of Notes pursuant to the Offer, there can be no assurance that the Offer will be completed. In addition, subject to applicable law and limitations described elsewhere in this Offer to Purchase, we expressly reserve the right, with respect to the Offer, to amend, extend or, if any of the conditions described herein is not (1) satisfied at any time at or prior to the Expiration Date or (2) timely waived, terminate the Offer.

The Offer is subject to potential change in the Tender Cap.

The Company reserves the right, subject to applicable law, but shall not be obligated, to increase, decrease or eliminate the Tender Cap, in its sole discretion. In the event of any such increase or decrease or any elimination of the Tender Cap, the Company may, but shall not be obligated (except as required by applicable law) to, extend the Withdrawal Deadline, Price Determination Date, Settlement Date or Expiration Date.

The amount of Notes that will be accepted for purchase is uncertain.

The amount of Notes accepted for purchase in the Offer will depend on several factors, including, without limitation, (i) the aggregate principal amount of Notes that are tendered and (ii) the Tender Cap. Consequently, the amount of Notes purchased in the Offer will not be known until after the Expiration Date and may be subject to proration as described herein.

No recommendation is being made with respect to the Offer and Holders should consult with their own tax, accounting, financial and legal advisors before participating in the Offer.

None of Clarivate, Parent, the Dealer Manager, the Trustee, the Tender and Information Agent, or their respective directors, officers, employees or affiliates, is acting for any Holder, or will be responsible to any Holder for providing any protections that would be afforded to its clients or for providing advice in relation to the Offer, and accordingly none of Clarivate, Parent, the Dealer Manager, the Trustee, the Tender and Information Agent, or their respective directors, officers, employees or affiliates, makes any recommendation whatsoever regarding the Offer, or any recommendation as to whether Holders should tender their Notes for purchase pursuant to the Offer. Holders should consult their own tax, accounting, financial and legal advisors regarding the suitability to themselves of the consequences of participating in the Offer.

Notes may only be tendered in Authorized Denominations.

Holders may only tender outstanding Notes in principal amounts that are an Authorized Denomination. In the event that Notes are tendered by a Holder in an amount which is other than an Authorized Denomination, such Notes will be rejected.

Consideration for the Notes may not reflect their fair value.

The consideration offered for the Notes does not reflect any independent valuation of the Notes and may not fully reflect events or changes in financial markets (including interest rates) after the date of this Offer to Purchase. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration for the Notes. If a Holder tenders its Notes, such Holder may receive more, or less, or as much, value than if such Holder chose to keep them.

The Total Consideration is subject to changes in the Reference Yield of the Reference Security.

The Total Consideration for the Notes will be based on the bid-side yield of the Reference Security as of the Price Determination Date, as calculated by the Dealer Manager in accordance with standard market practice. This yield may fluctuate during the term of the Offer prior to the Price Determination Date. As a result, the actual amount of cash that will be received by a tendering Holder of Notes pursuant to the Offer will be affected by such changes and may be different than if such amount were calculated based on the yield of the Reference Security prevailing on dates or times prior to the Price Determination Date. Changes in the yield on the Reference Security following the Price Determination Date will not alter the Total Consideration.

THE OFFER

Purpose of the Offer

The purpose of the Offer is to purchase any validly tendered Notes in an aggregate principal amount of up to $75,000,000 subject to the terms and conditions set forth in this Offer to Purchase. Any Notes that are accepted for purchase by us will be retired and canceled.

General

We are offering, subject to the terms and conditions of the Offer specified in this Offer to Purchase, to purchase for cash up to $75,000,000 aggregate principal amount of the Notes validly tendered pursuant to the Offer.

The Offer is not conditioned on any minimum amount of Notes being tendered. Our obligation to accept for purchase, and to pay for, Notes that are validly tendered, is conditioned on the satisfaction or waiver by the Company of the General Conditions (as defined below). The Offer may be amended, extended or terminated by us in our sole discretion. Additionally, we may increase the amount of Notes accepted for payment in the Offer by no more than 2% of the outstanding Notes without amending or extending the Offer, and may also increase or decrease the percentage of the Notes accepted for payment in the Offer (including by more than 2% of the outstanding Notes) by a press release or other public announcement that is widely disseminated by Parent by no later than 9:00 a.m. (New York City time), on the third business day before the scheduled Expiration Date.

The Offer is subject to the satisfaction or waiver, in our sole discretion, of all of the applicable conditions set forth under "—Conditions to the Offer." Additionally, we, in our sole discretion, may extend the Withdrawal Deadline for any purpose. In addition, if the Offer is extended, tendered Notes may be withdrawn at any time (1) at or prior to the earlier of (x) the extended Expiration Date of the Offer, and (y) the tenth business day after the date of this Offer to Purchase, and (2) after the 60th business day after the date of this Offer to Purchase if for any reason the Offer has not been consummated within 60 business days after the date of this Offer to Purchase. See "—Expiration Date; Extensions; Amendments; Right to Terminate."

Notes purchased pursuant to the Offer will be paid for in same-day funds on the Settlement Date for the Offer. See "—Acceptance and Payment; Source of Funds."

Total Consideration

Upon the terms and subject to the conditions set forth in the Tender Offer Documents, Holders who validly tender Notes at or prior to the Expiration Date, and whose Notes are accepted for purchase by us, will receive the Total Consideration for each $1,000 principal amount of Notes so accepted for purchase, which will be payable in cash.

The Total Consideration will be calculated at the Price Determination Date. The Total Consideration payable by us for each $1,000 principal amount of Notes validly tendered at or prior to the Expiration Date and accepted by us for purchase pursuant to the Offer, will be determined in accordance with standard market practice, as described in this Offer to Purchase, using the yield to maturity of such Notes (the "*Offer Yield*"), which will be equal to the sum of:

(1) the Reference Yield, calculated in accordance with standard market practice, based on the bid-side price of the Reference Security specified on the first page of this Offer to Purchase for such Notes at the Price Determination Date quoted on the Bloomberg Reference Page specified on the first page of this Offer to Purchase for such Notes (or any other recognized quotation source if such quotation report is not available or is manifestly erroneous), *plus*

(2) the Fixed Spread specified on the first page of this Offer to Purchase for such Notes.

The Total Consideration payable by us for each $1,000 principal amount of the Notes accepted by us will equal:

(1) the present value on the Settlement Date, as determined at the Price Determination Date, of $1,000 principal amount of such Notes due on the maturity date of such Notes , and all scheduled interest payments on such principal amount of Notes to be made from (but excluding) the Settlement Date, up to and including such maturity date, discounted to the Settlement Date in accordance with standard market practice as described by the formula set forth in Annex A to this Offer to Purchase, at a discount rate equal to the Offer Yield, *minus*

(2) the Accrued Coupon Payment per $1,000 principal amount of such Notes; such price being rounded to the nearest cent per $1,000 principal amount.

For any Notes, the calculation will assume that the payments of such Notes are through the maturity date of such Notes. Promptly after the Price Determination Date, Parent will issue a press release specifying the Offer Yield and Total Consideration for the Notes accepted for purchase.

With respect to the Offer, the Total Consideration payable by us for each $1,000 principal amount of Notes that are validly tendered at or prior to the Expiration Date and accepted by us will be paid in cash on the Settlement Date.

The Total Consideration payable with respect to the Notes does not include the Accrued Coupon Payment, which will be payable, in cash, on the Settlement Date in addition to the Total Consideration.

Accrued Coupon Payment

In addition to the Total Consideration, Holders whose Notes are accepted by us for purchase pursuant to the Offer will receive the Accrued Coupon Payment, being a cash payment equal to the accrued and unpaid interest on such Notes from and including the immediately preceding interest payment date for such Notes to, but excluding, the Settlement Date. Such Accrued Coupon Payment in respect of Notes accepted for purchase will be calculated in accordance with the terms of such Notes. For the avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Offer. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by DTC or its participants.

The Expiration Date will be the date and time indicated as such on the first page of this Offer to Purchase, unless extended by us with respect to the Offer, in which case the Expiration Date will be such time and date to which the Expiration Date is extended.

Subject to applicable law, Clarivate, in its sole discretion, may extend the Expiration Date with respect to the Offer for any reason. To extend the Expiration Date, Clarivate will notify the Tender and Information Agent and will make a public announcement thereof before 9:00 a.m. (New York City time) on the next business day after the previously scheduled Expiration Date. Such announcement will state that Clarivate is extending the Expiration Date for a specified period. During any such extension, all Notes previously validly tendered in the extended Offer that have not been validly withdrawn at or prior to the Withdrawal Deadline will remain subject to the Offer and may be accepted for purchase by us.

Settlement Date

For any Notes that have been validly tendered at or prior to the Expiration Date and accepted for purchase, settlement will occur on the Settlement Date, subject to all conditions of the Offer having been either satisfied or, if waivable, waived by us. We will not pay the consideration for the Offer until promptly after the expiration of the Offer, on the Settlement Date.

The "*Settlement Date*" with respect to the Offer will be promptly following the Expiration Date and is expected to be September 25, 2026, which is the second business day after the Expiration Date.

Holders whose Notes are accepted for purchase in the Offer will receive the Total Consideration and Accrued Coupon Payment, payable on the Settlement Date. No tenders of Notes will be valid if submitted after the Expiration Date. In the event of termination of the Offer prior to the Expiration Date, the Notes tendered pursuant to the Offer prior to the Expiration Date will be promptly returned to the tendering Holders.

On the Settlement Date, we will deposit with DTC an amount of cash sufficient to (i) purchase all Notes validly tendered by book-entry transfer and not withdrawn and accepted by us pursuant to the Offer and (ii) pay any Accrued Coupon Payments then due to Holders of such Notes.

We will announce our acceptance of validly tendered Notes pursuant to the Offer and the aggregate principal amount of the Notes accepted for purchase in the Offer as promptly as practicable after the Expiration Date, subject to the satisfaction or waiver of the conditions described in this Offer to Purchase.

Tender Cap

We are offering to purchase for cash and subject to the Tender Cap the Notes set forth in the table on the front cover of this Offer to Purchase, subject to proration and the terms and conditions set forth in the Tender Offer Documents. For the avoidance of doubt, the Tender Cap for Notes purchased in the Offer shall exclude the Accrued Coupon Payment.

Subject to applicable law, we may eliminate, increase or decrease the Tender Cap at any time prior to the Expiration Date.

Position of Clarivate and Other Parties Concerning the Offer

None of Clarivate, Parent, the Tender and Information Agent, the Dealer Manager or the Trustee (nor any of their respective directors, officers, employees or affiliates) makes any recommendation as to whether Holders should tender their Notes pursuant to the Offer, and no one has been authorized by any of them to make such a recommendation. Holders must make their own decisions as to whether to tender their Notes, and, if so, the principal amount of Notes to tender.

None of the Dealer Manager or its directors, employees or affiliates assumes any responsibility for the accuracy or completeness of the information contained in this Offer to Purchase or any related documents, including the information concerning the Offer, Clarivate or any of its affiliates contained in this Offer to Purchase or for any failure by Clarivate to disclose events that may have occurred and may affect the significance or accuracy of such information.

Holders must also obtain any consents or approvals that they need in order to tender their Notes. None of Clarivate, Parent, the Dealer Manager, the Tender and Information Agent or the Trustee are responsible for Holders' compliance with these requirements.

Conditions to the Offer

General Conditions

Notwithstanding any other provision of this Offer to Purchase, with respect to the Offer, we will not be obligated to (1) accept for purchase any validly tendered Notes or (2) pay any cash amounts or complete the Offer, unless each of the following conditions is satisfied at or prior to the Expiration Date:

1) there shall not have been any change or development that in our reasonable judgment would or might reasonably be expected to prohibit, restrict or delay the consummation of the Offer or materially reduces the anticipated benefits to us of the Offer or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise) or prospects;

2) there shall not have been instituted or threatened in writing any action, proceeding or investigation by or before any governmental authority, including any court, governmental, regulatory or administrative branch or agency, tribunal or instrumentality, that relates in any manner to the Offer and that in our reasonable judgment makes it advisable to us to terminate the Offer;

3) we shall have obtained all governmental approvals and third-party consents that we, in our reasonable judgment, consider necessary for the completion of the Offer as contemplated by this Offer to Purchase and all such approvals or consents shall remain in effect; and

4) there shall not have occurred:

a) any general suspension of or limitation on prices for trading in securities in the United States securities or financial markets;

b) any disruption in the trading of the equity securities of Parent;

c) a material impairment in the general trading market for debt securities;

d) a declaration of a banking moratorium or any suspension of payments with respect to banks in the United States; or

e) a commencement or significant worsening of a war or armed hostilities or other national or international calamity, including, but not limited to, catastrophic terrorist attacks against the United States or its citizens.

The conditions described in this section ("—Conditions to the Offer") are for our sole benefit, and we may assert them with respect to the Offer regardless of the circumstances giving rise to any such condition, including any action or inaction by us. The foregoing conditions may be waived by us, in whole or in part, with respect to the Offer at any time and from time to time, in our sole discretion, but subject to the following sentence and applicable law. If any of the foregoing conditions have not been met, we may (but will not be obligated to), subject to the terms of this Offer to Purchase and applicable law, (a) terminate the Offer, (b) extend the Offer, on the same or amended terms, and thereby delay acceptance of any validly tendered Notes, or (c) waive the unsatisfied condition or conditions with respect to the Offer and accept all validly tendered Notes.

Subject to applicable law and as elsewhere described in this Offer to Purchase, the Offer may be amended, extended or, upon failure of a condition to be satisfied prior to the Expiration Date or timely waived, terminated by us in our sole discretion. If we terminate the Offer, all of the Notes tendered pursuant to the Offer will not be accepted for purchase and will be returned promptly to the tendering Holders thereof in accordance with applicable law at our expense. See "—Withdrawal of Tenders" below.

Our failure at any time to exercise any of the above rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right that may be asserted at any time and from time to time.

Tender Cap

The Offer is open to all registered Holders of the Notes subject to a $75,000,000 cap on the aggregate principal amount of Notes purchased in the Offer that we will be obligated to pay (the "*Tender Cap*"), subject to proration. For the avoidance of doubt, the Tender Cap for Notes purchased in the Offer shall exclude the Accrued Coupon Payment.

Expiration Date; Extensions; Amendments; Right to Terminate

The Offer expires on the Expiration Date, which is currently expected to occur at 5:00 p.m., New York City time, on September 23, 2026, unless extended or earlier terminated by us in our sole discretion with respect to the Notes, and, in the case of extension of the Expiration Date, will be such date to which the Expiration Date is extended. Tenders of Notes submitted after the Expiration Date will not be valid.

Clarivate expressly reserves the right, subject to applicable law, to:

- delay accepting any Notes, extend the Offer for the Notes, or, upon failure of a condition to be satisfied prior to the Expiration Date or timely waived, terminate the Offer and not accept any Notes;
- amend, modify or waive at any time, or from time to time, the terms of the Offer in any respect, including a waiver of any conditions to consummation of the Offer; and
- increase, decrease or eliminate the Tender Cap at any time, including on or after the Price Determination Date.

Subject to the qualifications described above, if we exercise any such right, we will give written notice thereof to the Tender and Information Agent, and Parent will make a public announcement thereof as promptly as practicable and as required by applicable law. We will extend the Withdrawal Deadline or Expiration Date, as the case may be, if required by applicable law. Without limiting the manner in which Parent may choose to make a public announcement of any extension, amendment or termination of the Offer, we will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release and in accordance with applicable law.

The minimum period during which the Offer will remain open following material changes in the terms of the Offer or in the information concerning the Offer will depend upon the facts and circumstances of such changes, including the relative materiality of the changes. With respect to any (i) increase or decrease in the percentage of the Notes accepted for payment in the Offer, or (ii) change in consideration, such increase, decrease or change will be communicated by a press release or other public announcement that is widely disseminated by Parent by no later than 9:00 a.m. (New York City time), on the third business day before the scheduled Expiration Date; provided that, we may increase the amount of Notes accepted for payment in the Offer by no more than 2% of the outstanding Notes without amending or extending the Offer and without Parent issuing a press release or other public announcement. If the terms of the Offer are amended in any other manner determined by us to constitute a material change, Parent will promptly disclose any such amendment in a press release or other public announcement that is widely disseminated to inform Holders of such amendment no later than 9:00 a.m. (New York City time), on the second business day before the scheduled Expiration Date, and we will extend the Offer for a time period that we deem appropriate, depending upon the significance of the amendment and the manner of disclosure to Holders, but subject to applicable law, if the Offer would otherwise expire during such time period.

Procedures for Tendering Notes

General

The following summarizes the procedures to be followed by all Holders in tendering their Notes. The tender by a Holder pursuant to the procedures set forth herein will constitute an agreement between such Holder and Clarivate in accordance with the terms and subject to the conditions set forth in this Offer to Purchase.

How to Tender Notes

All of the Notes are held in book-entry form through the facilities of DTC. Any beneficial owner whose Notes are held in book-entry form through a custodian bank, broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes should contact such custodian bank, broker, dealer, commercial bank, trust company or other nominee promptly and instruct such nominee to submit instructions on such beneficial owner's behalf. In some cases, the custodian bank, broker, dealer, commercial bank, trust company or other nominee may request submission of such instructions on a beneficial owner's instruction form. Please check with your nominee to determine the procedures for such firm.

Procedures for Tendering Notes Held Through DTC

To tender Notes that are held through DTC, DTC participants must electronically transmit their acceptance through ATOP (and thereby tender Notes).

Any acceptance of an Agent's Message (as defined below) transmitted through ATOP is at the election and risk of the person transmitting such Agent's Message, and delivery will be deemed made only when actually received by the Tender and Information Agent. No documents should be sent to Clarivate, Parent, the Trustee or the Dealer Manager.

The Tender and Information Agent will establish an account with respect to the Notes at DTC for purposes of the Offer, and any financial institution that is a participant in DTC may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Tender and Information Agent's account in accordance with DTC's procedures for such transfer. However, although delivery of Notes may be effected through book-entry transfer into the Tender and Information Agent's account at DTC, an Agent's Message, and any other required documents, must, in any case, be transmitted to and received by the Tender and Information Agent at its address set forth on Annex A of this Offer to Purchase prior to or at the Expiration Date in order to be eligible to receive the Total Consideration. The confirmation of a book-entry transfer into the Tender and Information Agent's account at DTC as described above is referred to herein as a "*Book-Entry Confirmation*." Delivery of documents to DTC does not constitute delivery to the Tender and Information Agent.

The term "*Agent's Message*" means a message transmitted by DTC to, and received by, the Tender and Information Agent and forming a part of the Book-Entry Confirmation, which states that DTC has received an express and unconditional acknowledgment from the participant in DTC described in such Agent's Message, stating (1) the aggregate principal amount of Notes that have been tendered by such participant pursuant to the Offer, (2) that such participant has received this Offer to Purchase and agrees to be bound by the terms of the Offer as described in this Offer to Purchase, and (3) that Clarivate may enforce such agreement against such participant.

Holders desiring to tender Notes must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC prior to the Expiration Date.

Other Matters

Subject to, and effective upon, the acceptance of, and the payment of the consideration for, the principal amount of Notes tendered in accordance with the terms and subject to the conditions of the Offer, a tendering Holder, by submitting or sending an Agent's Message to the Tender and Information Agent in connection with the tender of such Notes, will have:

- irrevocably agreed to sell, assign and transfer to or upon our order or our nominees' order, all right, title and interest in and to, and any and all claims in respect of or arising or having arisen as a result of the tendering Holder's status as a holder or beneficial owner, as applicable, of, all Notes tendered, such that thereafter it shall have no contractual or other rights or claims in law or equity against us or any fiduciary, trustee (including the Trustee), fiscal agent or other person connected with the Notes arising under, from or in connection with such Notes;

- waived any and all rights with respect to the Notes tendered (including, without limitation, any existing or past defaults and their consequences in respect of such Notes and the indenture governing the Notes);

- released and discharged us and the Trustee from any and all claims the tendering Holder may have, now or in the future, arising out of or related to the Notes tendered, including, without limitation, any claims that the tendering Holder is entitled to receive additional principal or interest payments with respect to the Notes tendered (other than as expressly provided in this Offer to Purchase) or to participate in any repurchase, redemption or defeasance of the Notes tendered;

- assigned and transferred such Notes to the Tender and Information Agent and irrevocably constituted and appointed the Tender and Information Agent as the true and lawful agent and attorney-in-fact of such tendering Holder (with full knowledge that the Tender and Information Agent also acts as our agent) with respect to any and all of the tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver such Notes or transfer ownership of such Notes on the account books maintained by DTC together with all accompanying evidences of transfer and authenticity, to or upon our order, (b) present such Notes for transfer on the register, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Tender and Information Agent will not have the rights to, or control over, funds from Clarivate, except as agent of Clarivate, for the consideration for any tendered Notes that are purchased by Clarivate), all in accordance with the terms of the Offer;

- agreed that Clarivate's acceptance for payment of Notes tendered under the Offer will constitute a binding agreement between such Holder and Clarivate upon the terms and conditions to the Offer described in the Tender Offer Documents, which agreement will be governed by, and construed in accordance with, the laws of the State of New York;

- represented, warranted and agreed that:

  - it is the beneficial owner of, or a duly authorized representative of one or more beneficial owners of, the Notes tendered thereby, and it has full power and authority to tender, sell, assign and transfer such tendered Notes;

  - the Notes being tendered were owned as of the date of tender, free and clear of any liens, charges, claims, encumbrances, interests and restrictions of any kind, and Clarivate will acquire good, indefeasible and unencumbered title to those Notes, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind and not subject to any adverse claim or right, when Clarivate accepts such tendered Notes for purchase;

  - such Holder either (a) is tendering all the Notes it beneficially holds or (b) will subsequent to the tender of Notes in the Offer, continue to beneficially hold such Notes in a principal amount equal to an Authorized Denomination;

  - all authority conferred or agreed to be conferred pursuant to these representations and warranties and such Holder's obligations in relation to such tender of Notes shall be binding upon the undersigned's successors, assigns, heirs, executors, administrators, trustee in bankruptcy and legal representatives and shall not be affected by the undersigned's death or incapacity;

  - such Holder acknowledges that Clarivate may amend or terminate the Offer or postpone acceptance for payment of, or the payment for, any of the Notes tendered under the circumstances described in this Offer to Purchase;

  - such Holder's Notes may be withdrawn only by written notice of withdrawal or a properly transmitted "Request Message" through ATOP received by the Tender and Information Agent at any time at or prior to the Expiration Date, but not thereafter;

  - it will not sell, pledge, hypothecate or otherwise encumber or transfer any Notes tendered thereby from the date of such tender, and any purported sale, pledge, hypothecation or other encumbrance or transfer will be void and of no effect;

  - it is a person to whom it is lawful to make available this Offer to Purchase or to make the Offer in accordance with applicable laws (including the offering restrictions set out in this Offer to Purchase);

  - it has had access to such financial and other information and has been afforded the opportunity to ask such questions of representatives of Clarivate and receive answers thereto, as it deems necessary in connection with its decision to participate in the Offer;

  - it has received and read a copy of the Tender Offer Documents and understands and agrees to be bound by all the terms and conditions of the Offer;

  - in evaluating the Offer and in making its decision whether to participate in the Offer by the tender of Notes, the Holder has undertaken an appropriate analysis of the implications of the Offer and made its own independent appraisal of the matters referred to in this Offer to Purchase and in any related communications without reliance on Clarivate, Parent, the Dealer Manager, the Tender and Information Agent or the Trustee;

  - the tender of Notes shall constitute an undertaking to execute any further documents and give any further assurances that may be required in connection with any of the foregoing, in each case on and subject to the terms and conditions described or referred to in this Offer to Purchase;

- it and the person receiving the consideration have observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from any of them in each respect in connection with any offer or acceptance in any jurisdiction, and that it and such person or persons have not taken or omitted to take any action in breach of the terms of the Offer or which will or may result in Clarivate or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or the tender of Notes in connection therewith;

- neither it nor the person receiving the consideration is acting on behalf of any person who could not truthfully make the foregoing representations, warranties and undertakings or those set forth in the Agent's Message; and

- it acknowledges that Clarivate, the Dealer Manager and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations and warranties made by its submission of the Agent's Message are, at any time at or prior to the consummation of the Offer, no longer accurate, it shall promptly notify Clarivate and the Dealer Manager. If it is tendering the Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account.

By tendering Notes pursuant to the Offer, a Holder will have agreed that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender and Information Agent, until receipt by the Tender and Information Agent of a properly transmitted Agent's Message. All questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by us, in our sole discretion, which determination shall be final and binding.

Notwithstanding any other provision of this Offer to Purchase, payment of the Total Consideration, and the Accrued Coupon Payment, if any, with respect to the Notes tendered for purchase and accepted by us pursuant to the Offer will occur only after timely receipt by the Tender and Information Agent of a Book-Entry Confirmation, together with an Agent's Message and any other required documentation. The tender of Notes pursuant to the Offer by the procedures set forth above will constitute an agreement between the tendering Holder and us in accordance with the terms and subject to the conditions of the Offer. The method of delivery of Notes, the Agent's Message and all other required documents is at the election and risk of the tendering Holder. In all cases, sufficient time should be allowed to ensure timely delivery.

Alternative, conditional or contingent tenders will not be considered valid. We reserve the right to reject any or all tenders of Notes that are not in proper form or the acceptance of which would, in our opinion, be unlawful. We also reserve the right, subject to applicable law and limitations described elsewhere in this Offer to Purchase, to waive any defects, irregularities or conditions of tender as to particular Notes, including any delay in the submission thereof or any instruction with respect thereto. A waiver of any defect or irregularity with respect to the tender of one Note shall not constitute a waiver of the same or any other defect or irregularity with respect to the tender of any other Note. Our interpretations of the terms and conditions of the Offer will be final and binding on all parties. Any defect or irregularity in connection with tenders of Notes must be cured within such time as we determine, unless waived by us. Tenders of Notes shall not be deemed to have been made until all defects and irregularities have been waived by us or cured. None of us, the Trustee, the Dealer Manager, the Tender and Information Agent or any other person will be under any duty to give notice of any defects or irregularities in tenders of Notes or will incur any liability to Holders for failure to give any such notice.

Minimum Tender Denomination

Notes may be tendered only in principal amounts equal to the minimum authorized denomination and integral multiples in excess thereof for the Notes (an "*Authorized Denomination*"), which are set forth in the table below.

Notes	Issuer	CUSIP/ISIN Numbers	Minimum Denomination	Integral Multiple in Excess of Minimum Denomination
3.875% Senior Secured Notes due 2028	Clarivate Science Holdings Corporation	144A: 18064P AC3 / US18064PAC32 Reg S: U1800Q AC3 / USU1800QAC34	$2,000	$1,000

No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in an Authorized Denomination.

Withdrawal of Tenders

Tendered Notes may be withdrawn at any time at or prior to the Withdrawal Deadline. After the Withdrawal Deadline, tendered Notes may not be withdrawn. Additionally, Clarivate, in its sole discretion, may extend the Withdrawal Deadline for any purpose. In addition, if the Offer is extended, tendered Notes may be withdrawn at any time (1) at or prior to the earlier of (x) the extended Expiration Date of the Offer, and (y) the tenth business day after the date of this Offer to Purchase, and (2) after the 60th business day after the date of this Offer to Purchase if for any reason the Offer has not been consummated within 60 business days after the date of this Offer to Purchase. Notes withdrawn prior to the Withdrawal Deadline may be tendered again prior to the Expiration Date in accordance with the procedures set forth in this Offer to Purchase.

For a withdrawal of a tender of Notes held through DTC to be valid and effective, the Tender and Information Agent must receive a written or facsimile transmission notice of withdrawal or a properly transmitted “Request Message” through ATOP prior to or at the Withdrawal Deadline. Any such notice of withdrawal must (1) specify the name of the person who tendered the Notes to be withdrawn (or, if tendered by book-entry transfer, the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes), (2) contain the description of the Notes to be withdrawn and the aggregate principal amount represented by such Notes and (3) specify the name in which such Notes are to be registered if different from the person who tendered such Notes pursuant to such documents of transfer (or, in the case of Notes transferred by book-entry transfer, the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes).

For a withdrawal of Notes tendered through a custodial entity, the Holder of such Notes will need to make arrangements for withdrawal with its custodian or nominee. Such Holder’s ability to withdraw the tender of its Notes will depend upon the terms of the arrangements it has made with its custodian or nominee and, if its custodian or nominee is not the Direct Participant tendering those Notes, the arrangements between such Holder’s custodian and such Direct Participant, including any arrangements involving intermediaries between such Holder’s custodian and such Direct Participant.

The Tender and Information Agent will return to Holders tendering through DTC all Notes in respect of which it has received valid withdrawal instructions on or prior to the Withdrawal Deadline promptly after it receives such instructions.

A withdrawal of a tender of Notes may not be rescinded, and any Notes validly withdrawn will thereafter not be validly tendered for purposes of the Offer. A withdrawal of Notes may only be accomplished if done prior to or at the Withdrawal Deadline and in accordance with the foregoing procedures.

We will determine all questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender, in our sole discretion, which determination shall be final and binding. None of us, the Trustee, the Dealer Manager, the Tender and Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tender or incur any liability for failure to give any such notification.

If we are delayed in our acceptance for purchase of any Notes for any reason, then, without prejudice to our rights hereunder, but subject to applicable law, tendered Notes may be retained by the Tender and Information Agent on our behalf and may not be validly withdrawn (subject to Rule 14e-l under the Exchange Act, which requires that we issue or pay the consideration offered or return the Notes deposited by or on behalf of the Holders promptly after the expiration or termination of the Offer).

Acceptance and Payment; Source of Funds

Assuming the conditions to the Offer are timely satisfied or waived, we will pay the Total Consideration and Accrued Coupon Payment on the Settlement Date for Notes that are validly tendered at or prior to the Expiration Date and accepted by us in the Offer.

Clarivate reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates, the right to purchase all or any of the Notes tendered pursuant to the Offer, or to pay all or any portion of the Total Consideration and the Accrued Coupon Payment for such Notes, but any such transfer or assignment will in no way prejudice the rights of tendering Holders to receive payment for such Notes validly tendered and accepted for purchase pursuant to the Offer or to receive the Total Consideration and Accrued Coupon Payment from Clarivate.

We reserve the right, in our sole discretion, but subject to applicable law and limitations described elsewhere in this Offer to Purchase, to (1) delay acceptance of Notes tendered under the Offer (subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return Notes deposited by or on behalf of the Holders promptly after the expiration or termination of the Offer) or (2) terminate the Offer at any time at or prior to the Expiration Date if the conditions thereto are not satisfied at or prior to the Expiration Date or timely waived.

For purposes of the Offer, we will have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which we have waived such defect) if, as and when we give oral (promptly confirmed in writing) or written notice thereof to the Tender and Information Agent. Holders will not receive confirmation from us, the Tender and Information Agent or the Trustee with respect to the purchase and payment of any Notes tendered to the Offer. We will pay any cash amounts by depositing such payment with DTC. Subject to the terms and conditions of the Offer, payment of any cash amounts will be made by the Tender and Information Agent on the Settlement Date upon receipt of such notice. The Tender and Information Agent will act as agent for participating Holders of the Notes for the purpose of receiving Notes from, and transmitting cash payments to, such Holders. With respect to tendered Notes that are to be returned to Holders, such Notes will be credited to the account maintained at DTC from which such Notes were delivered after the expiration or termination of the Offer.

If, for any reason, acceptance for purchase of tendered Notes, or delivery of any cash amounts for validly tendered and accepted Notes, pursuant to the Offer is delayed, or we are unable to accept tendered Notes for purchase or deliver any cash amounts for validly tendered and accepted Notes pursuant to the Offer, then the Tender and Information Agent may, nevertheless, on behalf of us, retain the tendered Notes, without prejudice to our rights described under "—Expiration Date; Extensions; Amendments; Right to Terminate," "—Conditions to the Offer" and "—Withdrawal of Tenders" above, but subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return the Notes tendered promptly after the expiration or termination of the Offer.

If any tendered Notes are not accepted for purchase for any reason pursuant to the terms and conditions of the Offer, such Notes will be credited to the account maintained at DTC from which such Notes were delivered promptly following the Expiration Date or the termination of the Offer.

Holders of Notes tendered and accepted by us pursuant to the Offer will be entitled to accrued and unpaid interest on their Notes to, but excluding, the Settlement Date, which interest shall be payable on the Settlement Date. For the avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Offer. Under no circumstances will any additional interest be payable because of any delay by DTC or any other third party in the transmission of funds to Holders of accepted Notes or otherwise, and in no circumstances will Clarivate be liable for any interest or damages due to any such delay or failure by any party to transmit such funds to Holders of Notes tendered to the Offer.

Tendering Holders of Notes accepted in the Offer will not be obligated to pay brokerage commissions or fees to us, the Trustee, the Dealer Manager or the Tender and Information Agent or, except as set forth below, to pay transfer taxes with respect to the tender of their Notes.

Clarivate intends to fund the purchase of the Notes pursuant to the Offer with cash on hand.

Transfer Taxes

We will pay all U.S. transfer taxes, if any, applicable to the purchase of Notes by us in the Offer. If transfer taxes or similar amounts are imposed for any reason other than the tender and transfer of Notes to us, the amount of those transfer taxes or similar amounts, whether imposed on the registered holders or any other persons, will be payable by the tendering Holder. Transfer taxes or similar amounts that will not be paid by us include taxes, if any, imposed:

- if tendered Notes are to be registered in the name of any person other than the person on whose behalf an Agent's Message was sent; or

- if any cash payment in respect of the Offer is being made to any person other than the person on whose behalf an Agent's Message was sent.

If satisfactory evidence of payment of or exemption from transfer taxes or similar amounts that are not required to be borne by us is not submitted with the Agent's Message the amount of those transfer taxes will be billed directly to the tendering Holder and/or deducted from the Total Consideration and/or Accrued Interest with respect to the Notes tendered by such Holder.

Tender Agent

Global Bondholder Services Corporation has been appointed as the tender agent for the Offer. All correspondence in connection with the Offer should be sent or delivered by each Holder of Notes, or a beneficial owner's custodian bank, depositary, broker, trust company or other nominee, to the Tender and Information Agent at the address and telephone numbers set forth on Annex A of this Offer to Purchase. We will pay the Tender and Information Agent reasonable and customary fees for its tender agent services and will reimburse it for its out-of-pocket expenses in connection therewith.

Information Agent

Global Bondholder Services Corporation also has been appointed as the information agent for the Offer and will receive reasonable and customary compensation for its services, and we will reimburse it for its out-of-pocket expenses in connection therewith. Questions concerning tender procedures and requests for additional copies of this Offer to Purchase should be directed to the Tender and Information Agent at the address and telephone numbers set forth on Annex A of this Offer to Purchase. Holders of Notes also may contact their custodian bank, depositary, broker, trust company or other nominee for assistance concerning the Offer.

Dealer Manager

We have retained Citigroup Global Markets Inc. to act as the Dealer Manager for the Offer. We will pay the Dealer Manager a reasonable and customary fee for soliciting tenders in the Offer. We also will reimburse the Dealer Manager for its reasonable out-of-pocket expenses. The obligations of the Dealer Manager to perform such function are subject to certain conditions. We have agreed to indemnify the Dealer Manager and its affiliates and certain other related persons against certain liabilities, including liabilities under the U.S. federal securities laws, in connection with their services, or to contribute to payments the Dealer Manager and its affiliates and related persons may be required to make because of any of those liabilities. Questions regarding the terms of the Offer may be directed to the Dealer Manager at the telephone numbers and addresses set forth on Annex A of this Offer to Purchase.

At any given time, the Dealer Manager and its affiliates may trade Notes or other of our securities for their own accounts or for the accounts of their customers and, accordingly, may hold a long or short position in the Notes. To the extent the Dealer Manager or its affiliates hold Notes during the Offer, they may tender such Notes under the Offer.

The Dealer Manager and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The Dealer Manager and its affiliates have performed commercial banking, investment banking or advisory services for us and our affiliates from time to time for which they have received customary fees and reimbursement of expenses. The Dealer Manager and its affiliates, from time to time, engage in transactions with and perform services for us and our affiliates in the ordinary course of their business for which they may receive customary fees and reimbursement of expenses. In addition, the Dealer Manager or its affiliates may provide credit to us and our affiliates as lenders. If the Dealer Manager or its affiliates provide credit to us or our affiliates, the Dealer Manager or its affiliates routinely hedge, or may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, the Dealer Manager and its affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities. In the ordinary course of their various business activities, the Dealer Manager and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve our securities or instruments. The Dealer Manager and its affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments. In addition, the Dealer Manager and its affiliates may purchase services from us in the ordinary course of business.

None of the Dealer Manager or the Tender and Information Agent assumes any responsibility for the accuracy or completeness of the information contained or referred to in this Offer to Purchase or for any failure by Clarivate to disclose events that may have occurred and may affect the significance or accuracy of such information.

Other Fees and Expenses

The expenses of the Offer will be borne by us. Tendering Holders of Notes will not be required to pay any fee or commission to the Dealer Manager in respect of the Offer. However, if a tendering Holder handles the transaction through its custodian bank, broker, dealer, commercial bank, trust company or other nominee, the Holder may be required to pay brokerage fees or commissions to any such entity.

CONSEQUENCES TO NON-TENDERING AND TENDERING HOLDERS

Treatment of Notes Not Purchased Pursuant to the Offer

Any of the Notes that are not tendered to us at or prior to the Expiration Date or are not purchased will remain outstanding, will mature on the maturity date and will continue to accrue interest in accordance with, and will otherwise be entitled to all the rights and privileges under, the indenture and other documents governing the Notes, unless earlier repurchased, exchanged or redeemed pursuant to their terms. The trading markets for Notes that are not purchased could become more limited than the existing trading markets for the Notes. More limited trading markets might adversely affect the liquidity, market prices and price volatility of the Notes. If markets for Notes that are not purchased exist or develop, the Notes may trade at a discount to the prices at which they would trade if the principal amount outstanding had not been reduced. See "Risk Factors."

Effect of the Offer on Holders of Notes Tendered and Accepted in the Offer

If your Notes are validly tendered and accepted for purchase, you will be giving up all of your rights as a Holder of those Notes, including, without limitation, your right to future interest and principal payments with respect to such Notes.

OTHER PURCHASES OF NOTES

Following the Expiration Date, Clarivate and/or its affiliates reserve the right to purchase additional Notes from time to time through open market purchases, privately negotiated transactions, one or more additional tender offers, exchange offers or otherwise, on such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to the Offer and may be for cash or other consideration. In addition, under the terms of the indenture relating to the Notes, Clarivate is permitted to redeem the Notes and may seek to do so after the Expiration Date, and/or may redeem or repurchase other indebtedness, as applicable. Any future purchases or redemptions by Clarivate and/or its affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) or the timing thereof that Clarivate and/or its affiliates may choose to pursue in the future. The effect of any of these actions may directly or indirectly affect the price of any Notes that remain outstanding after the consummation or termination of the Offer.

The Dealer Manager or its affiliates may from time to time purchase additional Notes in the open market or in privately negotiated transactions.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion describes certain U.S. federal income tax considerations to beneficial owners of the Notes of the sale of Notes pursuant to the Offer. This discussion applies only to Notes held as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"), and does not describe all of the tax consequences that may be relevant to beneficial owners in light of their particular circumstances, such as any minimum tax consequences or the special tax accounting rules under Section 451(b) of the Code, or to beneficial owners subject to special rules, such as:

- certain financial institutions;
- regulated investment companies;
- real estate investment trusts;
- tax-exempt entities, "individual retirement accounts" or "Roth IRAs";
- insurance companies;
- dealers or traders using a mark-to-market method of tax accounting for Notes;
- persons holding Notes as part of a hedge, "straddle" or an integrated transaction;
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar;
- entities or arrangements classified as partnerships for U.S. federal income tax purposes; or
- U.S. expatriates.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes owns Notes, the U.S. federal income tax treatment of a partner with respect to such Notes will generally depend upon the status of the partner and the activities of the partnership. Partners in partnerships that sell Notes pursuant to the Offer should consult their tax advisors as to the particular U.S. federal income tax consequences to them.

No ruling has been or will be sought from the Internal Revenue Service (the "IRS") regarding any tax consequences relating to the matters discussed herein. Consequently, no assurance can be given that the IRS will not assert, or that a court would not sustain, a position contrary to any of those summarized below.

This summary is based on the Code, administrative pronouncements, judicial decisions and final, temporary and proposed Treasury Regulations, in each case, in effect as of the date of the Offer, changes to any of which subsequent to the date hereof may affect the tax consequences described herein, possibly with retroactive effect. Persons holding Notes should consult their tax advisors with regard to the application of the U.S. federal tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction or any other U.S. federal tax laws, such as estate and gift tax laws or the Medicare tax on certain investment income.

Tax Consequences to Tendering U.S. Holders

As used in this section, the term "U.S. Holder" means a beneficial owner of a Note that is, for U.S. federal income tax purposes:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized under the laws of the United States, any state thereof or the District of Columbia; or

- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

Sale of Notes Pursuant to the Offer

Upon the sale of a Note pursuant to the Offer, a U.S. Holder will recognize taxable gain or loss in an amount, if any, equal to the difference between the amount realized on the sale (other than any portion attributable to accrued and unpaid interest) and the U.S. Holder's adjusted tax basis in the Note. A U.S. Holder's adjusted tax basis will generally be the original cost of the Note to the U.S. Holder, increased by any market discount (as defined below) previously included in the U.S. Holder's gross income on the Note, and decreased (but not below zero) by any amortizable bond premium that the U.S. Holder has previously amortized with respect to the Note. Amortizable bond premium is generally the excess of a U.S. Holder's tax basis in the Note immediately after its acquisition over the stated principal amount of the Note.

Subject to the application of the market discount rules discussed below, any gain or loss will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder's holding period in the Note exceeds one year at the time of the sale. Long-term capital gains of non-corporate U.S. Holders are generally eligible for reduced rates of taxation. The deductibility of capital losses for U.S. federal income tax purposes is subject to limitations. Any amounts received attributable to accrued and unpaid interest will be treated as a payment of interest. Accordingly, to the extent that such accrued interest has not yet been included in a U.S. Holder's income, the amounts received will be taxable as ordinary income.

If a U.S. Holder acquired a Note at a "market discount" (generally, at a price that is less than the stated principal amount of the Note by at least a statutorily-defined *de minimis* amount), any gain recognized by the U.S. Holder upon the sale of the Note pursuant to the Offer will be treated as ordinary income to the extent of any accrued market discount that the U.S. Holder has not previously included in income as ordinary income.

Backup Withholding and Information Reporting

Information returns will be filed with the IRS in connection with payments made with respect to the Offer (including any amounts attributable to accrued but unpaid interest), except with respect to a U.S. Holder who establishes that it is an exempt recipient. A U.S. Holder will be subject to backup withholding on such payments if the U.S. Holder fails to timely provide its correct taxpayer identification number and to comply with certain certification procedures (generally by providing an IRS Form W-9) or otherwise fails to establish an exemption from backup withholding. Backup withholding is not an additional tax. The amount of any backup withholding deducted from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder's U.S. federal income tax liability and may entitle the U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

Tax Consequences to Tendering Non-U.S. Holders

As used in this section, the term "Non-U.S. Holder" means a beneficial owner of a Note that is, for U.S. federal income tax purposes:

- an individual who is not a U.S. citizen and who is classified as a nonresident for U.S. federal income tax purposes;
- a foreign corporation; or
- a foreign estate or trust.

This discussion does not address Non-U.S. Holders who own, actually or constructively, 10% or more of the total combined voting power of all classes of stock of the Company entitled to vote or who are controlled foreign corporations related to the Company (within the meaning of the Code). Additionally, this discussion does not describe the U.S. federal income tax consequences to Non-U.S. Holders who are individuals present in the United States for 183 days or more in the taxable year of the sale of the Notes, who will generally be subject to special rules and should consult their tax advisors regarding the U.S. federal income tax consequences applicable to them.

Sale of Notes Pursuant to the Offer

Subject to the discussions below regarding backup withholding and FATCA, payments (including with respect to accrued and unpaid interest) to any Non-U.S. Holder in exchange for Notes surrendered in the Offer will generally not be subject to U.S. federal income or withholding tax, provided that (i) the Non-U.S. Holder certifies on an applicable IRS Form W-8, under penalties of perjury, that it is not a U.S. person, and (ii) such payments are not effectively connected with the conduct of a trade or business in the United States, as discussed below. If a Non-U.S. Holder does not provide the necessary certification described in clause (i) above, any amounts received in the Offer that are attributable to accrued and unpaid interest will generally be subject to U.S. federal withholding tax at a rate of 30%.

Effectively Connected Income

If a Non-U.S. Holder is engaged in a trade or business in the United States, and if income or gain on the Note is effectively connected with the conduct of that trade or business, unless an applicable income tax treaty provides otherwise, the Non-U.S. Holder, although exempt from the withholding tax referred to above, will generally be taxed in the same manner as a U.S. Holder (see "—Tax Consequences to Tendering U.S. Holders" above), except that the Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or appropriate substitute form) in order to receive payments attributable to accrued and unpaid interest free of withholding. A Non-U.S. Holder should consult its tax advisor with respect to other U.S. tax consequences of the sale of Notes in the Offer including, with respect to a Non-U.S. Holder that is a corporation, the possible imposition of a branch profits tax on its effectively connected earnings and profits at a rate of 30% (or lower rate under an applicable income tax treaty).

Backup Withholding and Information Reporting

Unless a Non-U.S. Holder complies with certification procedures to establish that it is not a U.S. person, the Non-U.S. Holder may be subject to backup withholding and related information reporting on any payments received in exchange for the Notes. In addition, even if the Non-U.S. Holder complies with those procedures, information reporting may apply to any payments attributable to accrued but unpaid interest. Compliance with the certification procedures required to claim the exemption from withholding tax referred to above will satisfy the certification requirements necessary to avoid backup withholding as well. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a Non-U.S. Holder will be allowed as a credit against the Non-U.S. Holder's U.S. federal income tax liability and may entitle the Non-U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

FATCA

Provisions in the Code and Treasury Regulations promulgated thereunder commonly referred to as "FATCA" generally impose a withholding tax of 30% on payments to certain non-U.S. entities (whether they are beneficial owners or intermediaries), with respect to certain financial instruments, unless various U.S. information reporting and due diligence requirements have been satisfied. An intergovernmental agreement between the United States and the non-U.S. entity's jurisdiction may modify these requirements. Withholding under these rules (if applicable) applies to payments of interest on the Notes. The U.S. Treasury Department has released proposed regulations that, if finalized in their present form, would eliminate FATCA withholding on the gross proceeds of a sale, exchange, redemption or other disposition of a Note (other than amounts treated as interest). In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on the proposed regulations until final regulations are issued. Prospective investors should consult their own tax advisors regarding FATCA and its application to the Notes.

Tax Consequences to Non-Tendering Holders

If you do not surrender your Notes for purchase pursuant to the Offer, you will not recognize any gain or loss as a result of the Offer, and your adjusted tax basis, holding period and accrued market discount (if any) with respect to the Notes will be unaffected.

ANNEX A
FORMULA TO DETERMINE THE TOTAL CONSIDERATION

YLD	=	The Offer Yield for the Notes, expressed as a decimal number. The Offer Yield equals the sum of the Reference Yield and the Fixed Spread.
CPN	=	The contractual rate of interest payable on a Note, calculated in accordance with the terms of such Note, expressed as a decimal number.
n	=	The number of remaining interest payment dates for the Notes from (but excluding) the Settlement Date, to (and including) their maturity date.
CF_i	=	The aggregate amount per $1,000 principal amount scheduled to be paid on the Notes on the "i-th" out of the n remaining interest payment dates for the Notes, assuming for this purpose that the Notes are paid down on the maturity date.* Scheduled payments include interest and, on the maturity date, principal.
t_i	=	The number of days from and including the Settlement Date to but excluding the "i-th" payment date out of the n remaining interest payment dates for the Notes being priced. The number of days is computed using the 30/360 day count method in accordance with market convention.
S	=	The number of days from and including the last interest payment date for the Notes to but excluding the Settlement Date. The number of days is computed using the 30/360 day count method in accordance with market convention.
/ or	=	Divide. The term immediately to the left of the division symbol is divided by the term immediately to the right of the division symbol before any addition or subtraction operations are performed.
$\sum_{i=1}^{n}$	=	Summate. The term in the brackets to the right of the summation symbol is separately calculated "n" times (substituting for "i" in that term each whole number between 1 and n, inclusive) and the separate calculations are then added together.
exp	=	Exponentiate. The term to the left of "exp" is raised to the power indicated by the term to the right of "exp."
Accrued Interest	=	$1,000(CPN/2) (S/180)
Total Consideration	=	The price per each $1,000 principal amount of Notes (excluding Accrued Interest). A tendering Holder that meets the requirements to receive the Total Consideration will receive a total amount per $1,000 principal amount (rounded to the nearest cent) equal to the Total Consideration plus Accrued Interest for any Notes purchased in the Offer.
Formula for Total Consideration	=	$\sum_{i=1}^{n}\left[\frac{CF_i}{\left(1+\frac{YLD}{2}\right)\exp\left(\frac{t_i}{180}\right)}\right] - Accrued\ Interest$

* The calculation will assume that the payments of the Notes are through the maturity date of the Notes.

See the first page of this Offer to Purchase for the maturity date for the Notes. Any questions regarding procedures for tendering Notes or requests for additional copies of this Offer to Purchase should be directed to the Tender and Information Agent at the address, email address or telephone numbers set forth below.

The Tender and Information Agent for the Offer is:

Global Bondholder Services Corporation

By Mail, Overnight Courier or Hand Delivery:
Global Bondholder Services Corporation
65 Broadway – Suite 404
New York, New York 10006

Facsimile Transmission:
(For Eligible Institutions Only)
(212) 430-3775 or (212) 430-3779
Attn: Corporate Actions
Confirm Facsimile Transmission by Telephone:
(212) 430-3774

Banks and Brokers Call Collect: (212) 430-3774
All Others, Call Toll-Free: (855) 654-2015

Any questions regarding the terms of the Offer may be directed to the Dealer Manager at its address, email address and telephone numbers listed below.

The Dealer Manager for the Offer is:

Citigroup

Citigroup Global Markets Inc.
388 Greenwich Street, 4th Floor
New York, NY 10013
Toll-Free: +1 (800) 558-3745
Collect: +1 (212) 723-6106
Email: ny.liabilitymanagement@citi.com
Attention: Liability Management Group