



PRODUCT TERMS – CCC® CORE VALUATION

1. Customer Responsibilities.

a. Fee Calculator Services.

- i. If made available by CCC, Customer can define certain preset values made available by CCC to be used as inputs in the calculation of the Total Loss Fees (as defined below) unless otherwise modified (the "Customer Presets"). Customer Presets shall be applied in the calculation of the Total Loss Fees in the event that Customer's appraisers do not specify inputs for select fees that require them. Customer is solely responsible for (i) providing any Customer Presets, including the assigned inputs and use thereof; (ii) educating its appraisers (including but not limited to providing written guidance) on all Customer Presets including without limitation the existence of Customer Presets, how to review, confirm and/or modify the applicability of all Customer Presets after submitting a Vehicle Valuation request and prior to using for settlement purposes; (iii) directing its appraisers (including but not limited to written direction) to review and update Customer Presets values that do not apply to a given claim after submitting a Vehicle Valuation request and before using any Vehicle Valuation that contains Total Loss Fees based on Customer Presets for settlement purposes; and (iv) determining whether to use Customer Presets and, if so, what values to set as the default in each Customer Preset. Customer acknowledges and agrees that Customer Presets used to calculate Total Loss Fees may only be adjusted subsequent to the submission of a Vehicle Valuation request.
- ii. In order to calculate the Total Loss Fees for claims located in certain states, including California, certain state-specific information must be obtained on Customer's behalf by CCC (the "Additional Fee Information"). Customer acknowledges and agrees: (1) availability of the Additional Fee Information cannot be guaranteed by CCC and CCC offers no assurance of when, or whether, it will be available from any state or any Third Party Content Provider; (2) use of the Additional Fee Information is subject to the Driver's Privacy Protection Act; (3) Customer is responsible for obtaining and maintaining all necessary state and local certificates, credentials, licenses or authorizations to obtain the Additional State Information, as applicable (the "State Authorization"), including, with respect to California, a Commercial Requestor Account code from the California Department of Motor Vehicle ("DMV") as evidenced by the California DMV's Commercial Requestor Account approval letter; and (4) Customer is responsible for paying all fees and costs associated with the State Authorizations and/or obtaining the Additional State Information. Customer shall provide CCC with each State Authorization upon its initial issuance and any renewal or modification thereof, and shall notify CCC within thirty (30) days of the expiration date of each State Authorization or of any termination or expiration thereof.
- iii. Notwithstanding any other terms set forth herein or in the Agreement, Customer is solely responsible for reviewing and confirming (x) that the Total Loss Fee Methodology set forth below is appropriate and acceptable to Customer and (y) the accuracy of the Additional Fee Information prior to submitting a Vehicle Valuation request. Customer understands and agrees that results obtained from use of, and CCC support received concerning, the Fee Calculator Services will not, under any circumstances, be considered tax, legal or accounting advice, are intended solely to supplement (not replace) the knowledge, sound professional judgment or individualized attention of accounting, tax and other business professionals, and it would be advisable for Customer to obtain such advice from its lawyers, accountants, or tax or other business advisors.

2. **Additional Terms.** The following additional terms apply to Customer's use of the CCC Core Valuation Services:

- a. Vehicle Valuations. As used herein, a "Vehicle Valuation" means a written report for an applicable vehicle containing data on the value of the total loss vehicle, based on current market data and generated in accordance with the method prescribed by applicable state methodologies. Vehicle Valuations are available for total loss (i) automobiles (excluding specialty automobiles), trucks (up to one ton), sport utility vehicles and vans and (ii) large trucks (more than one ton), tractors, RVs, trailers, travel trailers, construction equipment, farm machinery, conversion vans, specialty automobiles and vehicles (e.g., limited production vehicles, muscle cars, collectibles, restorations, exotic and high-end luxury automobiles), manufactured housing (modular homes), personal watercraft, boats, snowmobiles, motorcycles and Branded Title (collectively, the "CRV Service"). As used herein, "Branded Title" means a vehicle with an ownership or registration document which is issued with a symbol or



statement that indicates it was previously damaged. The time it takes CCC to provide Customer with a Vehicle Valuation is equivalent to computer processing and transmittal time except in certain circumstances, including, but not limited to, instances where (i) Vehicle Valuations are done manually; (ii) there is insufficient data in CCC's database; (iii) a current model year is being valued; (iv) CRV Service Vehicle Valuations are provided; or (v) there are other unanticipated circumstances.

- b. Third Party Authorization. Customer may, from time to time, provide CCC with a list of those of its direct repair program repair facility participants and independent appraisers authorized to submit Vehicle Valuation requests to CCC on behalf of Customer ("Authorized Third Party Users"). Customer hereby authorizes each Authorized Third Party User to submit to CCC, and authorizes CCC to receive from any Authorized Third Party User, Vehicle Valuation requests via the CCC Portal. CCC shall have at least ten (10) business days' prior written notice of each change to the Authorized Third Party Users list throughout the Term of the Agreement. CCC shall register each Authorized Third Party User as a Customer user and provide a log on credential and initial password to each such user. Customer shall ensure that the Authorized Third Party Users replace their initial passwords with their own confidential passwords immediately upon receipt of the initial passwords. Customer is responsible for maintaining the secrecy of its Authorized Third Party User names, log on credentials, passwords and any account information and shall instruct each Authorized Third Party User not to disclose or transfer Authorized Third Party User names, log on credentials, passwords and any account information to any individual or entity. Customer is responsible for the acts and omissions of the Authorized Third Party Users. Vehicle Valuations generated by Authorized Third Party Users' Vehicle Valuation requests (i) will be provided to Customer and not to the requesting Authorized Third Party User and (ii) will be included in calculating all fees (including any applicable minimums or pricing tiers) pertaining to the Services utilized by Customer. Customer shall be responsible for paying CCC the fees for all Vehicle Valuations generated by Authorized Third Party Users' Valuation Requests. CCC shall have the right to revoke any Authorized Third Party User's use of the CCC Core Valuation Services identified in these Product Terms at any time and for any reason upon written notice to Customer.
- c. Fee Calculator.
 - i. The Fee Calculator Services provide the fees associated with a total loss claims for automobiles (excluding specialty automobiles), trucks (up to one ton), sport utility vehicles, certain motorcycle classes as determined by CCC, or vans that would be paid to the vehicle owner as part of the total loss settlement (the "Total Loss Fees").
 - ii. Notwithstanding anything to the contrary in the Agreement or these Product Terms, Customer acknowledges and agrees that the Total Loss Fees are unable to be calculated for motorcycle total loss claims and CCC has no obligation to add additional classifications of vehicles. The Total Loss Fees do not include taxes. Total Loss Fees can be listed on the applicable Vehicle Valuation, as configured by Customer, and based upon configurations and information provided by Customer. Customer acknowledges and agrees that in the event Customer does not provide CCC sufficient information to calculate a given Total Loss Fee, no such Total Loss Fee will be calculated or provided on the Vehicle Valuation. To the extent the Total Loss Fees are based on vehicle value, CCC will provide such Total Loss Fees based on the Adjusted Vehicle Value as listed and defined on the Vehicle Valuation. In the event that during Customer's settlement process with its claimant, Customer adjusts the Adjusted Vehicle Value provided by CCC to Customer, Customer acknowledges and agrees that CCC shall have no responsibility to provide updated Total Loss Fees, and Customer shall be solely responsible for calculating such fees.
 - iii. Customer shall notify CCC in writing of the states from which Customer desires CCC to obtain, on Customer's behalf, Additional Fee Information to be populated into the Fee Calculator Services or otherwise made available to Customer. CCC may, in its sole discretion, accept or reject or reject each such request. Each request for CCC to obtain Additional Fee Information on Customer's behalf constitutes Customer's authorization for CCC to obtain and automatically populate the Additional Fee Information into the Fee Calculator Services via integration with a Third Party Content Provider on Customer's behalf.
 - iv. CCC is not responsible for verifying the accuracy of any Customer Presets, the Additional Fee Information, or other Customer-provided inputs to the Fee Calculator Services.



- v. CCC represents and warrants that the Fee Calculator Services provided by CCC will be performed in substantial conformance with the material terms of the Total Loss Fee Methodology set forth below.
- vi. Customer acknowledges and agrees that CCC may disclose the terms and conditions of this the Agreement pertaining to the Additional Fee Information to applicable state departments of motor vehicles and similar entities upon request.

Total Loss Fee Methodology

The methodology used to provide the third party data that is utilized to calculate the Total Loss Fees is as follows:

- Contact each of the fifty (50) states (and the District of Columbia and Puerto Rico) Department of Revenue (DOR) or equivalent body to gather from the DOR or equivalent body, to the extent available, the fees levied on new and used motor vehicle transactions, what data inputs or criteria are needed to determine the calculation for applicable fees levied on new and used motor vehicle transactions, as well as which jurisdictions allow for prorations in the event of a total loss;
- If information is not available through applicable DOR or equivalent body, the third party vendor will contact each local tax jurisdiction directly to try to obtain information on the motor vehicle fees levied on new and used motor vehicle transactions;
- Monthly updates, if any, to the fees identified as levied on new and used motor vehicle transaction will be provided;
- To the extent there are updates to identified fees, such will be updated within seven (7) business days from the date CCC is notified of the change from the third party vendor and will be applied to the Fee Calculator Services based on effective date communicated by the applicable state's DOR or equivalent body or if such effective date is in the past, then the date applied to the Fee Calculator Services; and
- If new fees are identified that are levied on new and used motor vehicle transactions, CCC will provide written (including e-mail) notification of such new fees to Customer for Customer to determine if Customer would like to configure the Fee Calculator Services to include these new fees. It is the responsibility of Customer to determine whether such additional fees should be added to, and to maintain, Customer's fee calculator configuration, for the applicable state, to be included in the calculation of the Total Loss Fees as appropriate.