



## GLOBAL PRODUCT TERMS

1. **AI & Predictive Analytics Terms.** To the extent that the Services include AI-enabled features or functionalities or any predictive analytics (each, an "AI Tool"), the following terms apply with respect to each such AI Tool and Customer's use and CCC's provision thereof:
  - a. Use of AI is a new technology and, as such, there may be changes to applicable laws or other government actions that cause CCC's provision of AI Tools, or any of them, to be impracticable. In such case, CCC will attempt to find an appropriate resolution to continue providing the impacted AI Tool "As-is," but if it is unable to do so in a reasonable time period it may: (i) modify the Services including such AI Tool or the AI Tool itself; (ii) suspend the provision of the Services including such AI Tool, or the AI Tool itself, in whole or in part; or (iii) limit Customer's use of the Services including such AI Tool, or the AI Tool itself. CCC shall engage in good-faith discussions with Customer regarding the potential implications of such change.
  - b. CCC may train and/or calibrate AI-based functionality using Customer Data from CCC's production environment to further train and align the AI models used by Customer to Customer's claims processes. Customer agrees that CCC may use and identify and/or re-identify, all such data in connection with such activities. Certain features of the Services are based on predictive analytics, which by its nature has some level of uncertainty.
  - c. Customer acknowledges and agrees that any and all AI Tools, including without limitation any features or functionalities providing predictive analytics provide recommendations only.
2. **Data and Reports.** To the extent that the Service include reports or dashboards, including any Analytics (collectively, the "Data and Reports"), the following terms apply with respect to Customer's use of the Data and Reports:
  - a. Customer may use, store on Customer's computers, and print copies of the Data and Reports solely for Customer's internal business purposes, provided that Customer does not modify or transmit such Data and Reports, or any elements or portions thereof, except to its employees and further that each copy or transmission of such Data and Reports includes any copyright and other notice(s) originally appearing with such Data and Reports, or element or portion thereof.
  - b. Customer shall not format or use the Data and Reports or any elements or portions thereof to provide, or enable others to provide, any comparisons derived from any fields of the Data and Reports or any elements or portions thereof when such comparisons are between CCC or its products and any competitors of CCC or their products.
  - c. The Data and Reports may provide information related to Customer's claims or individual appraisers' use of the Services; such Data and Reports do not take into account factors that may affect individual appraiser's use of the Services, including but not limited to, protected classes, internet speeds, or internet outages. The Data and Reports are not designed or intended to be an employment tool and Customer agrees that Customer will not use the Data and Reports as the sole basis for any employment or related decisions.
  - d. As between CCC and Customer, CCC owns the Data and Reports, provided, however, that Customer shall retain all rights and title in and to its proprietary data and information as set forth in the Agreement.
3. **Messaging.** To the extent that the Services include the ability for Customer to send, or request that CCC send, any SMS, MMS or e-mail communications (each a "Communication"), the following terms shall apply:
  - a. Customer is solely responsible for: (i) obtaining the proper consent (each a "Consent") from each proposed recipient of a Communication prior to sending, or requesting that CCC send, any Communication to such person; (ii) the content of each Communication; and (iii) legal compliance of each Communication and Consent (including, but not limited to, compliance with the Telephone Consumer Protection Act, CANSPAM Act and all applicable state laws).
  - b. For SMS and MMS text Communications, Customer shall store the first and last name, email address or mobile phone number and the date of each Consent and modification or revocation thereof (the "Consent Information") for each recipient for not less than five (5) years from the date such person provides his or her Consent. Customer will provide the Consent Information in writing to CCC upon CCC's request therefor. In addition,



Customer will immediately notify CCC in writing to the email address specified by CCC of each person who has opted out of receiving any Communications and in connection therewith will provide CCC the first and last name, email address or mobile phone number, claim number (if applicable), and date that each person has opted out of receiving the Communications.

- c. Customer hereby grants to CCC and its independent contractors for the Term a limited, non-exclusive, worldwide, royalty-free right to use Customer's names, trademarks, logos and artwork solely for the identification of Customer in Communications sent by CCC on behalf of Customer; such use by CCC and its independent contractors shall be in accordance with Customer's reasonable guidelines for use of such trademarks.
4. **Mobile Applications.** To the extent that the Services include the provision of mobile applications for use by Customer and/or Customer's insureds, potential insureds, third-party claimants, appraisers or other persons (each a "Mobile Application"), the following terms shall apply:
  - a. Mobile Applications provided by CCC in connection with the Services may, as permitted or required by CCC from time to time, be white labeled with Customer's name and/or logo. With respect to any Mobile Application which is white labeled, Customer shall: (i) establish and maintain end user terms and conditions with respect to the applicable end user's use of the applications that are consistent with the Agreement and include, at a minimum, the provisions set forth in the Mobile Solutions EULA Required Terms set forth below (such end user terms and conditions, the "Mobile Solutions EULA"); (ii) provide CCC with the Mobile Solutions EULA prior to Customer's implementation of each white-labeled application and promptly upon Customer making any update to the Mobile Solutions EULA; and (iii) provide CCC with Customer's trademarks, logos and artwork as reasonably requested by CCC in connection with the white labeling of the application(s).
  - b. Customer acknowledges and agrees that any white-labeled applications may, in CCC's sole discretion, include references or other identification of CCC including, without limitation, one or more CCC copyright notices. Customer hereby grants to CCC and its independent contractors for the Term a limited, non-exclusive, worldwide, royalty-free right to use Customer's names, trademarks, logos and artwork solely for the identification of Customer on Customer's white labeled version(s) of Mobile Applications. Such use by CCC and its independent contractors shall be in accordance with Customer's reasonable guidelines for use of such trademarks.
  - c. Unless otherwise set forth in the Documentation pertaining to the Mobile Application, each Mobile Application (i) will support two (2) prior major release versions of the Android and iOS operating systems for use on mobile telephone devices; (ii) will be provided as native applications or HTML5 web-based applications, as made available by CCC from time-to-time, and (iii) may utilize Google Analytics, Google Firebase and/or other data collection or analytic tools and methodologies to collect information concerning the use of the application by end users and Customer hereby consents to such collection and processing and agrees that all such information shall constitute data and information of CCC.
  - d. Notwithstanding anything to the contrary set forth in the Agreement or on an Order Form, CCC does not provide support to Customer's insureds, potential insureds, third-party claimants, appraisers or other persons constituting end users of Mobile Applications.
5. **Claim and Incident Folders.** Certain Services populate data and information into Claim Folders and/or Incident Folders on a claim-by-claim or similar individual basis. Other than as set forth in any applicable Product Terms, each Claim Folder or Incident Folder (as applicable) will be available to Customer until the earlier of (i) one (1) year from the initial creation of the Claim Folder or Incident Folder or (ii) the expiration or termination of the Agreement.
6. **Service Analytics.** The Services may utilize Google Analytics, Google Firebase and/or other data collection or analytic tools and methodologies to collect information concerning the use of the Services by end users. Customer consents and agrees to such collection and processing and agrees that all such information shall constitute data and information of CCC. For more information on how Google may use your data, please go to [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/).



## MOBILE SOLUTIONS EULA REQUIRED TERMS

Customer shall include, at a minimum, the following provisions in the Terms and Conditions applicable to each Mobile Application:

- The [INSERT WHITE LABEL APPLICATION NAME] application is offered and hosted by [INSERT CUSTOMER'S NAME]'s service provider, CCC Intelligent Solutions Inc. ("CCC").
- Disclaimer of all warranties (express or implied), unless otherwise precluded by law.
- The following Limitation of Liability provisions:

IN NO EVENT WILL CCC INTELLIGENT SOLUTIONS INC. ("CCC"), ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS SUPPLIERS, SUCCESSORS AND ASSIGNS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE [INSERT WHITE LABEL APPLICATION NAME], THE CONTENT AND THE CCC CONTENT INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, AND LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, IN NO EVENT SHALL CCC, ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS SUPPLIERS, SUCCESSORS AND ASSIGNS BE LIABLE FOR DAMAGES, LOSSES, AND/OR CAUSES OF ACTION EXCEEDING THE AMOUNT, IF ANY, PAID BY YOU FOR USE OF [INSERT WHITE LABEL APPLICATION NAME] OR \$100, WHICHEVER IS LESS.

- The end user's consent to Customer sharing all data collected by or through the application with CCC in the Terms and Conditions and in the Privacy Policy.
- Privacy Policy
- Notice of the application's use of cookies, identifiers for mobile devices (e.g., Android Advertising Identifier or Advertising Identifier for iOS), and similar technology used to collect data, and clear and comprehensive information about, and consent to, the storing and accessing of cookies or other information on the device where such activity occurs in connection with use of the application and where providing such information and obtaining such consent is required by law.
- The following notice regarding use of analytics: "This application uses data collection and analytics tools, which may include Google Analytics, Google Firebase and/or other data collection tools and methodologies to collect information concerning the use of this application. For more information on how Google may use your data, please go to [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/)."
- The following notice regarding the use of automatic photo capture: "[INSERT WHITE LABEL APPLICATION NAME] allows you to share still images of damaged vehicles via a live feed from your device camera, to assist either a machine or human with completing your claim. Only the still images are collected by [INSERT WHITE LABEL APPLICATION NAME]. You are solely responsible for the content you share with [INSERT WHITE LABEL APPLICATION NAME]. Please be careful in using the continuous live camera feed and automatic photo capture so that you do not share anything unrelated to your claim or that you do not want to share."
- Restrictions on use, including the following: The end user may not (i) remove any copyright, trademark or other proprietary notices from any portion of the application; (ii) reproduce, modify, create derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, transmit, stream, republish, broadcast or



otherwise exploit the application except as set forth in this Agreement; (iii) decompile, reverse engineer or disassemble the application; or (iv) link to, mirror or frame any portion of the application. With respect to any end user who is an insured or third-party claimant, that the end user may only use the application for personal, non-commercial use and that the end user may only use the application in the United States.

- Arbitration provision as follows:

Any dispute, claim, case or controversy, whether in tort, contract, statute or otherwise, arising out of or relating to [INSERT WHITE LABEL APPLICATION NAME] shall be resolved by binding arbitration. By using [INSERT WHITE LABEL APPLICATION NAME], you signify your consent to arbitration in Chicago, Illinois.

**This Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. No arbitration will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.** Any disputes regarding arbitrability, the scope of arbitration or the arbitrator's jurisdiction will be decided by the arbitrator. The arbitration will be administered by either (a) the American Arbitration Association under its Commercial Arbitration Rules, or (b) JAMS Dispute Resolution Experts under its Comprehensive Arbitration Rules. The arbitration will be conducted by a single arbitrator in English in Chicago, Illinois. The award of the arbitrator shall be accompanied by a statement of the reasons upon which the award is based. This Agreement is governed by the Federal Arbitration Act, and any award shall be subject to judicial confirmation in any court having jurisdiction. If any part of this paragraph is deemed illegal, unenforceable or invalid, then that portion will be severed and it shall not operate to invalidate any other portion of this paragraph.

**BY AGREEING TO THIS ARBITRATION PROVISION, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING ANY RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL AS WELL AS ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR IN CLASS ACTION PROCEEDINGS.**

**ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.**

- Third party beneficiary language giving CCC the right to enforce the Terms and Conditions.