



PRODUCT TERMS – CCC® INTELLIGENT ESTIMATING

1. Customer Responsibilities.

- a. General. Notwithstanding any other terms set forth herein or in the Agreement, Customer is solely responsible for determining appropriate labor rates and all configurations and complying with all federal, state and local laws and regulations applicable thereto and for the preparation, content, accuracy and review of, and the appropriate legal, tax, or accounting treatment of, all tax and taxability determinations and the proper payment, withholding, and/or disbursement of all taxes. Customer understands and agrees that results obtained from use of, and CCC support, if any, received concerning, Centrally Managed Labor Rates & Taxes will not, under any circumstances, be considered tax, legal or accounting advice, and is intended solely to supplement (not replace) the knowledge, sound professional judgment or individualized attention of accounting, tax and other business professionals. Customer further acknowledges the advisability of, and its responsibility to, obtain such advice from its lawyers, accountants, or tax or other business advisors. Customer is solely responsible for the preparation, content, accuracy and review of, and the appropriate legal, tax, or accounting treatment of, taxes and taxability decisions.
- b. Configuration and Testing of AI Functionality. Prior to Customer utilizing the AI Tools (as defined in the Global Product Terms) included within the CCC Intelligent Estimating Services, CCC may make a test environment available to Customer on mutually agreed upon dates and times in order for Customer to test Customer's configurations and the output thereof internally solely to determine if the AI Tool, as configured by Customer, is in line with Customer's claims processes and requirements, including legal compliance of the output. Customer agrees that such testing and enablement will include identifiable copies of data from CCC's production environment and that the identifiable copies are necessary to enable the functionality. If made available by CCC, such testing shall be completed within thirty (30) days from the date that Customer completes its initial configuration of the AI Tools included within the CCC Intelligent Estimating Services (the "Test Period"). Once the Test Period is completed, the data within the test environment will be deleted. The output from the testing shall be Confidential Information of CCC. In the event that CCC makes a test environment available to Customer and Customer decides not to utilize the test environment, Customer may not use any auto-release feature(s) and hereby agrees to review each estimate prior to release to validate Customer configurations for a period of thirty (30) days from the date of Customer's first use of the AI Tools included within the CCC Intelligent Estimating Services. In connection with any use of AI Tools included within the CCC Intelligent Estimating Services, Customer will offer its customers the right to have a human review any estimate generated by the functionality.

2. Additional Terms. The following additional terms apply to Customer's use of the CCC Intelligent Estimating Services:

- a. Centrally Managed Labor Rates & Taxes.
 - i. Centrally Managed Labor Rates & Taxes utilizes the Google Maps Geocode API and resultant content; as such CCC is required to pass through and Customer is subject to, and hereby agrees to, the terms of service (https://maps.google.com/help/terms_maps) and privacy policy (<http://www.google.com/policies/privacy>) applicable thereto, in each case as the same may be modified, amended or superseded from time to time, in connection with its use of Centrally Managed Labor Rates & Taxes. CCC may change providers of this service at any time and will provide new terms of use or privacy policies within a reasonable time of such change.
 - ii. Customer acknowledges that the data utilized to calculate taxes or taxability is based on, in part, information provided by CUSTOMER and by Third Party Content Providers. CCC will provide no opinion, attestation or other form of assurance with respect to its provision of Centrally Managed Labor Rates & Taxes. The procedures CCC and Third Party Content Providers may perform in connection with Centrally Managed Labor Rates & Taxes and any data provided in connection therewith will not constitute an examination or a review in accordance with generally accepted auditing standards or attestation standards and CCC will not audit or otherwise verify the information supplied to it in connection with Customer's use of Centrally Managed Labor Rates & Taxes. Changes in the law and/or its interpretation may take place before Customer provides the taxes or taxability to its end users, or may be retrospective in effect; CCC has no responsibility for changes in the law or its interpretation.
- b. Mobile Solutions – REST API. Notwithstanding anything to the contrary in the Agreement, Customer may access the Quick Estimate REST API, and may utilize the results of such access, only for the purpose of developing and



providing Customer's insureds and third-party claimants access to a web-based (including mobile) application or feature which allows such persons to provide and retrieve information concerning their auto physical damage claims (the "Web Application"). An application or feature shall only constitute a "Web Application" which may access and utilize the results of the Quick Estimate REST API if such application or feature: (i) has been developed solely by or on behalf of Customer; (ii) is owned, hosted and managed by Customer; (iii) does not permit third parties, other than Customer's authenticated insureds and third-party claimants, to retrieve or access any of the results of the Quick Estimate REST API; and (iv) is not integrated with any other applications, functions or features provided to Customer by third parties. Customer shall be solely responsible for support of the Web Application, including providing support to Customer's insureds and third-party claimants with respect thereto. Any Web Application shall be subject to terms and conditions that protect CCC's interests and are otherwise consistent with the Agreement. The Quick Estimate REST API may be accessed on a claim-by-claim basis only, and only to reflect actions taken by Customer's authenticated insureds and third-party claimants using the Web Application. Customer may not (1) store, cache or otherwise perpetuate any of the results obtained through the Quick Estimate REST API except on a temporary basis as is required to allow for the functionality of the Web Application; (2) use the Quick Estimate REST API to perform bulk or batch operations; or (3) use any of the results obtained through the Quick Estimate REST API to create any database, collection or other compilation of information available through the Quick Estimate REST API. The Quick Estimate REST API may be accessed on a claim-by-claim basis only and Customer may not use the Quick Estimate REST API to perform bulk or batch operations.

- c. Limitation of Liability. Notwithstanding anything to the contrary in the Agreement, the parties agree that the AI-enabled functionality of the CCC Intelligent Estimating Services (including all AI Tools provided in connection with the CCC Intelligent Estimating Services) are provided by CCC "As Is," and CCC disclaims all warranties, express or implied, with respect thereto. CCC is not an adjuster and not licensed under any laws as an adjuster. The preparation of estimates shall be in the sole discretion of Customer when considered in the context of all available information regarding the damaged vehicles.