

PRODUCT TERMS - CCC° INTELLIGENT REINSPECTION

- 1. Customer Responsibilities. Notwithstanding any other terms set forth herein or in the Agreement: Customer is solely responsible for: (a) all data and information sent by or on behalf of Customer via use of the CCC Intelligent Reinspection Services, or any portion or functionality thereof (collectively, the "Reinspection Data"), including such Reinspection Data sent by or on behalf of any person under acting under Customer's instruction or control including, without limitation, Customer's employees and contractors acting in such capacity (each a "Reinspection User") and (b) ensuring that the CCC Intelligent Reinspection Services, or any portion or functionality thereof, are not used by Customer or any Reinspection User to distribute, link to, or solicit data, information or files that (i) is unlawful, harmful to minors, threatening, abusive, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive; (ii) includes personally identifiable information about children; (iii) infringes someone else's intellectual property or other rights; (iv) advocates or solicits violence or other criminal conduct; (v) violates any law, regulation, or contract; or (vi) contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment.
- 2. **Additional Terms.** The following additional terms apply to Customer's use of the CCC Intelligent Reinspection Services:
 - a. Repair Facilities/Data. In order for Customer to receive data and information pertaining to repair facilities that participate in Customer's direct repair program (each a "DRP Facility"), which may include such DRP Facilities' labor, estimate, audit and reinspection data, repair statuses, customer satisfaction survey results, and effective labor rates (the "RF Data"), Customer understands that the applicable DRP Facility must be eligible to provide such data to Customer via CCC by licensing certain products and services from CCC and further must independently authorize and configure such products and services to allow data to be shared with Customer. CCC does not prescreen or monitor data and information input into or exchanged via the CCC Intelligent Reinspection Services, but reserves the right to edit, move, or delete any such data for any reason. Notwithstanding the foregoing, CCC may preserve and disclose such data if required to do so by law or in the good faith belief that doing so is necessary to comply with legal processes or requirements, enforce the terms of these Product Terms or the Agreement, respond to claims that any such data violates the rights of third parties or otherwise violates the Agreement, protect the rights, property, or personal safety of CCC, its other users, or the public, or administer the CCC Intelligent Reinspection Services. CCC shall not be responsible for any failure to remove, or delay in removing, harmful, inaccurate, unlawful, or otherwise objectionable data or information.