PRODUCT TERMS - CCC PAYMENTS

- 1. **Customer Responsibilities.** Notwithstanding any other terms set forth herein or in the Agreement, as between CCC and Customer, Customer is solely responsible for: (a) any payment processing services or other services provided to Customer by the any Integration Partner in connection with the CCC Payments Services; (b) compliance by Customer and the Integration Partner with all laws, rules, regulations or other standards applicable to payment processing; (c) maintaining actual and constructive control over payment funds and the transfer of all payment funds; and (d) all reconciliation of payment information transmitted to CCC in connection with the CCC Payments Services.
- 2. **Additional Terms.** The following additional terms apply to Customer's use of the CCC Payments Services:
 - a. Services Provided by Integration Partner. The CCC Payments Services include one or more Third-Party Integrations with third-party payment processors who constitute Integration Partner(s). Each Integration Partner providing services in connection with the CCC Payments Services shall constitute a CCC Indemnitee. Prior to activating any Third-Party Integration provided in connection with the CCC Payments Services, Customer must execute an agreement containing terms and conditions for the applicable Integration Partner's services (the "PSP Term"). CCC is not a party to, and has no liability in connection with, any PSP Terms. In the event any PSP Terms terminate or expire, Customer may elect to either (i) execute PSP Terms with another Integration Partner, if any, within thirty (30) days after the expiration or termination of the PSP Terms or (ii) terminate its subscription to the CCC Payments Servies on the thirtieth (30th) day after the expiration or termination of the PSP Terms. If notice of Customer's election is not received by CCC on or before such thirtieth (30th) day after such termination or expiration, the CCC Payments Services will be suspended on the thirtieth (30th) day and stay suspended until CUSTOMER executes PSP Terms with an Integration Partner. Customer shall provide CCC notice of any expiration or termination of any PSP Terms within thirty (30) days of such expiration or termination. CCC is not the agent, fiduciary, trustee, or other representative of Customer or any Integration Partner or any other third party.

Payments PT 2509