



PRODUCT TERMS – CCC® INJURY EVALUATION SOLUTIONS (“IES”)

1. Customer Responsibilities.

- a. Authorized Users. Upon request by CCC, Customer shall provide and maintain a whitelist of approved Authorized Users’ IP addresses and/or a single point of contact for registration of Authorized Users. Customer is solely responsible for notifying CCC immediately in the event of a change to the Authorized Users’ IP addresses included on a whitelist or of the Authorized Users otherwise granted access to the Services.
- b. Configuration. Upon request by CCC, Customer shall complete written documentation (in the form designated by CCC) of (i) Customer’s business rule configurations upon initial implementation of IES, and (ii) any Customer business rule configuration change requests following Customer’s initial implementation of IES.

2. Additional Terms. The following additional terms apply to Customer’s use of IES:

- a. Permitted Purpose for IES. As it relates to Customer’s use of IES, and in addition to the Permitted Purpose as defined in the Agreement, the Permitted Purpose shall include the internal business of Customer and Customer P&C Affiliates (if any) in the United States for the evaluation and/or settling of automobile accident-related casualty claims in the United States on a claim-by-claim basis.
- b. License by Customer to CCC. Customer grants CCC, its Affiliates and applicable contractors and Sub-Processors a worldwide license to store within the United States, copy, use, transmit, and display Customer Data as appropriate for CCC to include identifiable medical provider information within CCC’s products and services.
- c. Distribution Limitations. Customer shall not make any claims, warranties, or representations to any insured, claimant, claimant counsel, claimholder, or other third party regarding IES or its output. Notwithstanding the foregoing, Customer may (i) use portions of the output of IES in correspondence and discussions related to the processing of Customer’s claims and (ii) use portions of the output of IES in ordinary course communications (e.g., explanation of review, explanation of benefits, request for information, etc.) to policyholders and medical providers, in all such cases provided that the portions of the output do not reference CCC or the Services and are not misleading. Except as expressly permitted by CCC in writing or as permitted under Section 8.b. of the Agreement, Customer shall not disclose to a third party the Services or their output.

- d. Third-Party Content Provider EULA Required Terms. Customer shall comply with the terms and conditions of the end user license agreement required by relevant Third-Party Content Providers for IES, which are appended hereto as Exhibit 1.
 - e. Prohibited Data. Notwithstanding Section 4.g. of the Agreement, Customer may (and may allow anyone acting on its behalf, including any Authorized User to) submit patient, medical, or other personal health information (including about children, where relevant) to the IES Services for the Permitted Purpose.
3. **General Damages Integration Additional Terms**. To the extent that Customer elects to utilize a Third-Party Integration with any Integration Partners offering third-party general damages tools, each such Integration Partner must be identified in an appendix to the Agreement.
4. **Medhub for Casualty Additional Terms**. To the extent that the Services include Medhub for Casualty, the following terms apply with respect to Customer's use and CCC's provision thereof:
 - a. Medhub for Casualty Disclaimer. Medhub for Casualty may present summaries, syntheses, and insights with apparent or actual discrepancies as compared to other features of IES, including Analyzers and Reviewers.
5. **IES Usage for Claims Services**. To the extent Customer uses IES to perform claims services for the benefit of a third party, the following terms apply with respect to Customer's use and CCC's provision of IES for such purpose:
 - a. Permitted Purpose for Claims Services. In addition to the Permitted Purpose as defined in the Agreement, the Permitted Purpose shall include Customer's use of IES (for the evaluation and/or settling of automobile accident-related casualty claims in the United States) to provide third-party claims services to its Insurance Customers (the "Claims Services"). "Insurance Customer(s)" means an insurance company or self-insured entity on whose behalf Customer or a Customer P&C Affiliate may provide Claims Services, and who is identified as such in an appendix to the Agreement.
 - b. ADA License Scope Limitation. Notwithstanding Paragraph 2.d and Exhibit 1 hereto, Customer acknowledges the license granted by the ADA under this Agreement does not permit Customer to use CDT for the Claims Services. Customer is responsible for obtaining an appropriate license directly from the American Dental Association to support its use of IES in the provision Claims Services to Insurance Customers.
 - c. IES Usage for Claims Services Distribution Limitations. Customer shall not make any claims, warranties, or representations to any Insurance Customer, insured,

claimant, claimant counsel, claimholder, or other third party regarding IES or its output. Notwithstanding the foregoing, Customer may (i) use portions of the output of IES in correspondence and discussions related to the processing of Customer's Claims Services and (ii) use portions of the output of IES in ordinary course communications (e.g., explanation of review, explanation of benefits, request for information, etc.) to policyholders and medical providers, in each such case provided that the portions of the output do not reference CCC or the Services and are not misleading. Except as expressly permitted by CCC in writing or as permitted under Section 8.b. of the Agreement, Customer shall not disclose to a third party (including to Insurance Customers) the Services or their output.

d. IES Usage for Claims Services Usage Restrictions. Solely with respect to IES usage for Claims Services, Sub-Sections (i), (ii), and (xii) of Section 4.j of the Agreement (Usage Restrictions) are deleted and restated as follows:

(i) make any IES Services available to anyone other than Customer or Authorized Users or Customer P&C Affiliates, if any, or use any IES Services or Content for the benefit of anyone other than Customer, Customer P&C Affiliates or their insureds, third-party claimants, and Insurance Customers;

(ii) sell, resell, license, sublicense, distribute, rent or lease any IES Services or Content, or include any IES Services or Content in a service bureau or outsourcing offering (including to Insurance Customers);

(xii) provide Analytics made available by CCC to an Insurance Customer or other external party, except paid attorneys, accountants, tax advisors and management consulting firms, or regulators as part of administrative or legal matters with Customer (for example, as part of market conduct exams).

EXHIBIT 1
END USER LICENSE AGREEMENT FOR CASUALTY

Exhibit 1-A
END USER LICENSE AGREEMENT FOR AMA CONTENT

1. All Current Procedural Terminology (CPT®) and related content (“AMA Third-Party Content”) is copyrighted by the American Medical Association (“AMA”), and CPT is a registered trademark of the AMA.
2. CCC, as a party to a license agreement with the AMA, is authorized to grant Customer a limited, non-exclusive, non-transferable, non-sublicensable license for Customer to use AMA Third-Party Content in CCC’s Casualty Services, for the sole purpose of internal use by Customer within in the United States. Upon termination or expiration of the license agreement between CCC and AMA, CCC shall notify Customer. Customer shall continue to have the right to use AMA Third-Party Content in CCC’s Services for the remainder of year of the then-current annual release (e.g., through the end of the applicable calendar year)(“AMA Tail Period”). Customer’s continued use of the AMA Third-Party Content during the AMA Tail Period is subject to Customer’s continued compliance with all its obligations under these terms. Upon the expiration of the AMA Tail Period, the sublicense granted under these terms shall automatically terminate.
3. The provision of updated AMA Third-Party Content in the CCC Services is dependent on a continuing contractual relationship between CCC and the AMA.
4. Customer is prohibited from making AMA Third-Party Content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party the CCC Services, or a copy or portion of AMA Third-Party Content to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in the Agreement.
5. Customer expressly acknowledges and agrees to the extent permitted by applicable law, use of the AMA Third-Party Content is at Customer’s sole risk and the AMA Third-Party Content is provided “as is” without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The AMA Third-Party Content does not replace the AMA’s Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the AMA Third-Party Content should be used only as a guide.
6. Customer is required to keep records and submit reports and information as reasonably requested by CCC and only to the extent necessary for the calculation of

royalties payable to the AMA by CCC. Customer consents to the release of such information to the AMA. Customer further agrees to provide, without delay, additional information that the AMA (as a third-party beneficiary) may reasonably request, to verify the information. Nothing herein shall require Customer to submit or release information that would cause Customer to be in violation of applicable federal or state privacy laws.

7. The following notice is applicable to any U.S. Government Customers: CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. The Agreement does not grant the Federal Government a direct license to use CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).
8. Customer must ensure that anyone with authorized access to the CCC Casualty Services will comply with the provisions of this Exhibit.
9. AMA is a third-party beneficiary of the terms of this Exhibit.
10. Customer expressly consents to the release of its name to the AMA.

Exhibit 1-B
END USER LICENSE AGREEMENT FOR 3M CONTENT

1. CCC licenses from 3M Health Information Systems, Inc. ("3M") access to medical code-related grouping software (the "3M Software"), which CCC integrates into certain CCC Services. CCC transmits certain de-identified Customer data through the 3M Software, the output of which (the "3M Output") CCC incorporates within the relevant CCC Services. Customer's use of the 3M Software and 3M Output as incorporated in the CCC Services is non-exclusive, non-assignable, and solely for Customer's internal use in compliance with the Agreement.
2. Customer must not: (i) use the 3M Software to process data for the benefit of any entity other than Customer (or, if Customer uses IES for Claims Services, an Insurance Customer); (ii) make the 3M Software accessible to any entity other than Customer (i.e., Customer must hold the 3M Software in confidence and may not allow a third party access to the 3M Software); (iii) make any modifications or derivatives works of, disassemble, or otherwise reverse engineer the 3M Software; or (iv) make copies of the 3M Software, except for archival and backup purposes.
3. To the fullest extent permitted by law, neither 3M nor its licensors shall be liable to Customer (or, if Customer uses IES for Claims Services, an Insurance Customer) regarding the 3M Software or 3M Output.
4. Customer's breach of the terms of this Exhibit 1-B, if not cured, may result in termination of certain Services.

Exhibit 1-C
END USER LICENSE AGREEMENT FOR ADA CONTENT

1. All Current Dental Terminology (“CDT”) is copyrighted by the American Dental Association (“ADA”). CCC, as a party to a license agreement with the ADA, is authorized to grant Customer a non-exclusive, non-transferable right to use CDT, solely as part of CCC’s Casualty Services, and solely for internal business purposes within the United States. Customer shall not use CDT for any purpose outside the scope of the Agreement. Customer’s license grants Customer the right:
 - a. to install and use the CDT on Customer’s computer system;
 - b. to retrieve CDT codes, descriptors and nomenclature via commands contained in the Services for the exclusive use of Customer and its employees;
 - c. to reproduce and distribute partial listings of the CDT codes, nomenclature and descriptors in various printed and electronic documents for purposes of claims processing via commands contained in the Services;
 - d. to print limited portions of the CDT solely for the exclusive use of Customer; and
 - e. to print a complete listing of the CDT codes, nomenclature and descriptors solely for the exclusive use of Customer.

2. Except as expressly permitted in Paragraph 1 of this Exhibit, Customer may not and may not permit anyone else to (a) copy the CDT; (b) alter, amend, change or modify the CDT, including the CDT codes, nomenclature and descriptors or other content of the CDT; (c) remove any copyright or other proprietary notices, labels or marks from the CDT or from output created by using the Services; (d) distribute, sell, assign, lease or otherwise transfer the CDT, including the code or any portion thereof, in any printed, machine-readable or other form to any other person, firm or entity, including but not limited to, as output; or (e) use the CDT, whether on a time-sharing, remote job entry or other multiple user arrangement. Customer shall take reasonable measures to maintain the security of the CDT.

The restriction set forth in Paragraph 2(b) above shall not limit Customer’s right to add additional content to the Services, provided: Customer does not alter, amend, change or modify existing CDT codes, nomenclature and descriptors or other CDT content, and Customer’s output does not claim or otherwise imply that such Customer content is owned, created, approved or endorsed by ADA.

In no event shall Customer use the Services for or on behalf of any third party, including but not limited to use of the Services to provide consulting, time- sharing or outsourcing Services or to act as a Service Bureau Operation. Customer is expressly prohibited from distributing output, including the code or portions thereof, to any person, firm or entity. The foregoing restriction shall not be deemed to restrict the

Customer from using the CDT codes in the ordinary course of its business, to identify procedures used in the treatment of patients and processing of insurance claims.

3. Customer acknowledges and agrees that ADA owns all right, title and interest (including all copyrights and other intellectual property rights) in the CDT (in all print and machine readable forms), all other rights of commercialization, rental or sale of the CDT or any part thereof, the right to make derivatives of the CDT and the right to distribute the CDT and copies thereof. Customer acquires no proprietary interest in the CDT, or any portion thereof. Except for the limited rights expressly granted to Customer herein this Exhibit, all other rights in the CDT are owned and retained by ADA.
4. Except as expressly stated herein, the CDT is provided "as is" without warranty of any kind, express or implied including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose. Customer bears all risk relating to quality, accuracy and performance of the CDT.
5. In no event will ADA be liable for any lost profits or any damages, including direct, indirect, incidental, special, consequential or any other type of damages, arising out of this license agreement or the use of or inability to use the CDT or documentation, even if ADA has been advised of the possibility of such damages. This limitation of liability shall apply to any claim or cause whatsoever whether such claim or cause is in contract, tort or otherwise.
6. Customer agrees to indemnify ADA (including reasonable attorneys' fees and costs of litigation) against and hold ADA harmless from any and all claims, liability, losses, damages and expenses resulting from Customer's use of the CDT, in breach of any of the terms of this Agreement, or Customer's use of any data or documentation received from ADA, regardless of the form of action.
7. ADA is a direct and intended third party beneficiary of the terms of this Exhibit; however, ADA's rights as a third-party beneficiary are limited solely to Customer's use of the CDT outside the scope of the Exhibit.