

MASTER SERVICES AGREEMENT

This Master Services Agreement [(this "Services Agreement")] is made as of the ____ day of _____, 20__ (the "Master Effective Date") by and between CCC Intelligent Solutions Inc., a Delaware corporation, with principal offices at 167 N. Green St., 9th Floor, Chicago, Illinois 60607 ("CCC") and _____, a [STATE OF INCORPORATION] [LEGAL ENTITY TYPE], with principal offices at [ADDRESS] ("Customer"). CCC and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

1. DEFINITIONS. Definitions of certain capitalized terms used in this Agreement are set forth in Exhibit 1.

2. CCC RESPONSIBILITIES.

a. **Provision of Services.** CCC will use commercially reasonable efforts to make the Services set forth on the applicable Order Form, and the Content related to such Services, available to Customer pursuant to this Agreement. The Services include CCC's standard implementation, training and support regarding the operation of the Services, which training will occur at mutually agreeable times and locations.

b. **Protection of Customer Data.** CCC will implement and maintain appropriate administrative, physical, and technical safeguards designed for the protection, security and integrity of Customer Data.

c. **Subcontractors.** CCC may subcontract provision of the Services to subcontractors. Unless otherwise stated in this Agreement, CCC will remain Customer's sole point of contact regarding the Services. Subcontractors may be Sub-Processors.

d. **Sub-Processors.** CCC may engage Sub-Processors on its behalf. Where CCC engages Sub-Processors, it will impose data protection terms on the Sub-Processors that provide at least the level of protection for Personal Data required or provided for under Applicable Law, to the extent such protections are applicable to the nature of the services provided by such Sub-Processors.

e. **Insurance.** CCC shall maintain, throughout the term of this Agreement with one or more reputable insurance providers, insurance coverage that is commercially reasonable relative to its obligations hereunder. Upon written request no more than once annually, CCC shall provide to Customer a certificate of such insurance.

f. **Beta Services.** From time to time, CCC may make Beta Services and related Content available to Customer. Customer may access and use the Beta Services and related Content made available to it solely in accordance with this Agreement, including the Product Terms, and solely for its internal evaluation purposes or as otherwise expressly set forth herein. All Beta Services are, unless otherwise stated in the applicable Product Terms, provided "AS-IS" and without warranty of any kind. CCC shall have no indemnification obligations nor other liability of any type with respect to Beta Services, unless such exclusion of liability is not enforceable in which case CCC's liability with respect to the Beta Services shall not exceed \$1,000.00.

g. **Trial Period.** From time to time, CCC may make Services and Content available for a trial period, designated as such on an Order Form or in the applicable Product Terms. Any such Services and Content are, notwithstanding anything to the contrary set forth herein or in any applicable Product Terms, provided "AS-IS" and without warranty of any kind. Other than CCC's indemnification obligations under Section 10(a)(i), CCC shall have no other liability of any type with respect to Services provided for a trial period free of charge, unless such exclusion of liability is not enforceable in which case CCC's liability with respect to the Services provided for a trial period free of charge shall not exceed \$1,000.00.

h. **Security.** The Parties shall comply with the Security Addendum.

- i. **Privacy.** The Parties shall comply with the DPA.

3. USE OF SERVICES AND CONTENT.

a. **Subscription Periods.** As of the applicable Commencement Date, Customer may access and use the Service(s) specified in an Order Form for the Permitted Purpose in accordance with the terms of this Agreement. CCC hereby grants to Customer, subject to the terms and conditions of this Agreement, a limited, nonexclusive, nontransferable and non-assignable license to (i) use the Content, solely as integrated with and into the Services, for the Permitted Purpose by and through Customer's use of the Services and (ii) use and make a reasonable number of copies of the Documentation solely in support of Customer's exercise of its rights under this Agreement.

b. **Services Terms & Conditions.** The Services are provided pursuant to the terms and conditions set forth in this Agreement, including the Product Terms, as amended from time-to-time. All use of services made available by CCC are governed by this Agreement and by using any such services Customer agrees to comply herewith.

4. CUSTOMER RESPONSIBILITIES.

a. **Authorized User(s).** Any act or omission by anyone accessing or using the Services or Content through or on behalf of Customer, including an Authorized User and any access obtained through use of valid Access Credentials, shall be deemed an act or omission by Customer under this Agreement. Authorized Users' Access Credentials must be assigned to an identified individual and may not be shared with or used by any other individual. Customer is solely responsible for assuring the appropriateness of each Authorized User and the level of access each Authorized User should be afforded. Access Credentials issued by CCC to Customer for systematic access to Services, if any, shall only be used by the systems to which such Access Credentials are issued and only in accordance with the applicable Documentation. Except as set forth to the contrary in the Documentation or Product Terms, Customer may make a reasonable number of copies of the Access Credentials issued to Customer for systematic access to the Services solely for load balancing, back-up and disaster recovery purposes. Customer will promptly notify CCC if it suspects or knows of any unauthorized or fraudulent activity through or on behalf of Customer, or if Customer suspects or knows that any Access Credentials have become compromised. CCC may review Customer's and Authorized Users' use of the Services at any time. If at any time CCC believes any Access Credential has been compromised, CCC may deactivate or change any or all of Customer's Access Credentials.

b. **Claims Processes.** The Services are configurable tools provided for use by Customer for the Permitted Purpose in support of Customer's claims and other internal business processes. The Services are not a substitute for Customer's claims and other internal business processes, and CCC does not provide any direction with regard to, or bear any responsibility for, those processes. Customer is responsible for the use of the Services, Content and Analytics in any claims processes. For the avoidance of doubt, CCC is not an adjuster of insurance claims. As between Customer and CCC, Customer is solely responsible for, and CCC has no liability or obligation in connection with, routing, adjusting, adjudicating, and settling insurance claims, including maintaining compliance with Applicable Law and insurance policies issued or serviced by Customer.

c. **Application of Laws Regarding Use.** Use of the Services and Content may be subject to federal, state, or local laws or regulations which differ from jurisdiction to jurisdiction. Customer is solely responsible for determining the jurisdictions where use of Services, and each portion and functionality thereof, are allowed in accordance with Applicable Law and for maintaining configurations of the Services for such use.

d. **Configuration.** Portions of the Services may be configurable by or on behalf of Customer. As between CCC and Customer, notwithstanding who enters the configurations, Customer is responsible for configurations of the Services selected, inputted or otherwise provided by Customer or any person on

behalf of Customer, including confirming the configurations were accurately inputted, the testing and results of any such configuration or modification thereto.

e. **Security.** In the event that CCC, in its sole judgment, determines that any use of the Services or Content by or through Customer, or using any Access Credential issued pursuant to this Agreement, threatens the security, integrity or availability of CCC's networks, operations, products or services CCC may immediately suspend access to any or all of the Services, or any Access Credentials issued pursuant to this Agreement. CCC will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such threat prior to any suspension of access to a material portion of the Services.

f. **Customer Data.** Customer represents and warrants that it has all necessary rights and approvals for all Customer Data processed in connection with the Services.

g. **Prohibited Data.** Except as set forth in the Product Terms, Customer will not (and will not allow anyone acting on its behalf, including any Authorized User to) submit Prohibited Data to the Services. Except with respect to Prohibited Data expressly authorized in the Product Terms to be submitted to the Services, CCC will have no liability under this Agreement for Prohibited Data, notwithstanding anything to the contrary in this Agreement or under Applicable Law.

h. **Connections.** A high-speed internet connection is required for access to and the proper functioning of the Services. Customer is responsible for procuring and maintaining the network connections that connect any Customer's Authorized User's network to the Services and complying with any Minimum Requirements to access the Services. CCC is not responsible for interruptions, service or performance failures, delays or other problems in connection with use of the internet, third-party platforms and other services, or other Force Majeure Events. CCC is not responsible for notifying Customer or Authorized Users of any upgrades, fixes, or enhancements to any such software or services or for any compromise of data, including Customer's Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated, or controlled by CCC.

i. **TPA/IA Authorizations.** If Customer has entered into a TPA/IA Agreement with a TPA/IA and CCC has an agreement with such TPA/IA permitting such TPA/IA to access and use the Services in connection with the TPA/IA providing its services to customers such as Customer, Customer may request that CCC provide to such TPA/IA access to Customer's implementation of the Services and related Content and/or to Customer Data. CCC may, in its sole discretion, provide the requested access and each such request by Customer shall constitute Customer's authorization to provide the applicable TPA/IA with access to Customer's implementation of the Services and related Content and/or to Customer Data. Each authorized TPA/IA will be listed on the Authorized TPA/IA List by mutual written agreement of the Parties. Customer understands and agrees that (a) such access may include access to assignments, estimates, supplements, total loss valuation inquiries or transactions, audit and reinspection data, configuration information, health/casualty data, and/or Personal Data; (b) the employees of the TPA/IA may be registered as Customer's Authorized Users in order to access the data; (c) Customer shall only permit the TPA/IA to use the Services, related Content and Customer Data in order to provide the TPA/IA Services to Customer; (d) the TPA/IA will have access to all of Customer's data accessed by the Services, including those not being serviced by the TPA/IA. Customer and CCC shall each have the right to revoke a TPA/IA's access at any time and for any reason with written notice to the other party. Customer agrees to cause each TPA/IA to comply with the applicable terms of this Agreement and that Customer shall be liable for any TPA/IA's failure to so comply.

j. **Usage Restrictions.** Except as expressly set forth in this Agreement, Customer will not and will not permit others to (i) make any Service available to anyone other than Customer or Authorized Users or Customer P&C Affiliates, if any, or use any Service or Content for the benefit of anyone other than Customer, Customer P&C Affiliates or their insureds or third-party claimants; (ii) sell, resell, license,

sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering; (iii) use a Service to store or transmit Malicious Code; (iv) interfere with or disrupt, or attempt to interfere with or disrupt, the integrity, operation, or performance of any Service or Content; (v) use or incorporate automation bots, scripts or any other automated tool or non-human operator to use, enter data into, or remove Content from the Services; (vi) attempt to gain unauthorized access to any Service or Content or its related systems or networks; (vii) access or use any Services or Content in a way that circumvents a contractual or technical access or usage limit, or use any Services to access, copy or use any Content or CCC intellectual property; (viii) modify, copy, or create derivative works of a Service or permit any third party to take such actions; (ix) extract or download Content from the Services or create any compilation, database or other collection of Content or any elements thereof including, without limitation, creating any publication or products specifically targeted for the vehicle mechanical repair market based in whole or in substantial part on the Content; (x) frame or mirror any part of the Service except as expressly authorized in the Documentation; (xi) remove any proprietary notices or labels, including without limitation any copyright notice originally appearing on reports provided by CCC; (xii) provide Analytics made available by CCC to any external party except paid attorneys, accountants, tax advisors and management consulting firms), regulators as part of administrative or legal matters with Customer (for example, as part of market conduct exams) or to individual repair facilities, third party administrators or independent appraisers, solely with respect to Analytics only containing reports with data intended for receipt by such repair facility, third party administrator or independent appraiser; (xiii) conduct security or vulnerability tests on the Services; (xiv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services, except to the extent such activity is expressly required by Applicable Law; (xv) access or use the Services or any Content to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions or graphics of the Service, (c) determine whether the Services are within the scope of any patent, or (d) copy any ideas, features, functions or graphics of the Service.

5. CONTENT AND INTEGRATIONS.

a. **Content.** Content is made available to Customer solely for use with the Services in which the Content is made available and subject to the terms and conditions of this Agreement. All or a portion of Content is provided to CCC by Third-Party Content Providers.

b. **Integrations.** CCC may make available, and Customer may choose to enable, access or use various Third-Party Integrations through or in conjunction with the Services. Third-Party Integrations may allow the transmission or receipt of Customer Data, Content or other data and information to or from the Services. By enabling any Third-Party Integration, Customer is expressly permitting CCC to disclose Customer Data and other Confidential Information of Customer as necessary to facilitate the use or enablement of such Third-Party Integration. Customer is solely responsible for ensuring that any such transmission of, and all use by the Integration Partner of, Customer Data, Content or other data or information, is compliant with the terms and conditions of this Agreement and any other agreements or Applicable Laws to which Customer or an Authorized User is bound or which are otherwise applicable to Customer or an Authorized User. Except as set forth in the applicable Product Terms, data or information first provided to the Services on behalf of Customer via a Third-Party Integration shall constitute Customer Data hereunder. Customer's access to and use of products and services made available by an Integration Partner shall be governed solely by the terms and conditions of the applicable Integration Partner. CCC does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such products or services, including their content or the manner in which they handle, protect, manage or process data (including Customer Data), or any interaction between Customer and the Integration Provider.

c. **Availability of Content and Integrations.** CCC does not guarantee the continued availability of any Content or Third-Party Integration and, subject only to the last sentence in this subsection (c), may cease delivering or enabling access to any Content or Third-Party Integration, in whole or part, without entitling Customer to any refund, credit or other compensation, including if a Third-Party Content Provider or Integration Partner ceases to make the applicable Content or Third-Party Integration available to CCC for use with, in or through the corresponding Service in a manner acceptable to CCC. In the event CCC is unable to continue to provide any Content or Third-Party Integration which is material to Customer's use of the Services, and CCC does not provide a replacement or substitute for such Content or Third-Party Integration or, in the case of Third-Party Integrations, the Integration Partner does not so provide, Customer may elect by notice to CCC, as Customer's sole remedy, to terminate its subscription to those Services which are materially impacted by the lack of the Content or Third-Party Integration and CCC shall refund any pre-paid amounts for such terminated Services.

d. **Additional Terms.** Customer irrevocably waives any claim against CCC with respect to the Content, Third-Party Integrations or the products or services of Integration Partners. CCC is not liable for any damages or losses caused or alleged to be caused by or in connection with Customer's enablement, access or use of any Third-Party Integration, or Customer's reliance on the privacy practices, data security processes, or other policies of an Integration Partner.

6. FEES AND PAYMENT.

a. **Fees.** Customer agrees to pay all fees specified in each Order Form. Except as otherwise specified herein or in an Order Form, fees are not based on actual usage and payment obligations are non-cancellable and fees paid are non-refundable.

b. **Invoicing and Payment.** CCC will invoice Customers for Services in arrears or otherwise in accordance with the Order Form. Unless otherwise stated in the Order Form, invoiced fees are due thirty (30) days after the invoice date. Customer is responsible for providing complete and accurate billing and contact information to CCC and notifying CCC of any changes to such information.

c. **Overdue Charges.** Except as otherwise specified in an Order Form, if any invoiced amount is not received by CCC by the due date, then without limiting CCC's rights or remedies, those charges may accrue late interest at the rate of [1.5%] of the outstanding balance per month or the maximum rate permitted by Applicable Law, whichever is greater.

d. **Suspension of Service and Acceleration.** If any charge owing by Customer under this Agreement is thirty (30) days or more overdue, CCC may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable, and/or suspend Services until such amounts are paid in full.

e. **Payment Disputes.** CCC will not exercise its rights under Section 6(c) or (d), above, if (i) Customer, acting reasonably and in good faith, gives CCC written notice of its dispute of any amount set forth on an invoice within 10 days of receipt of the disputed invoice, which notice specifies the nature of the dispute, (ii) pays all undisputed amounts to CCC when due, and (iii) is cooperating diligently to resolve the dispute. Customer waives any disputes not brought per the above.

f. **Taxes.** CCC's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on CCC's income. If CCC has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides CCC with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. PROPRIETARY RIGHTS AND ACCESS.

a. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, CCC, its Affiliates, and their licensors and Third-Party Content Providers reserve all of their right, title and interest in and to the Services, Content, Documentation, software, and other materials owned by them, including all of their related intellectual property rights. Customer acknowledges that to the extent any portion of the Services or Content is licensed by CCC from a third party, such third party, in addition to CCC, may enforce such rights directly against Customer in the event the pertinent terms of this Agreement are violated. No rights are granted to Customer hereunder other than as expressly set forth herein.

b. **Usage Information.** The Services may utilize data collection tools and methodologies to collect information concerning the use of the Services. All such information shall constitute data and information of CCC.

c. **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:

- i. to provide and ensure proper operation of the Services;
- ii. to conduct and to provide to Customer, third parties, and the public industry, market and trend analyses, including for the purposes of marketing CCC and its products and services, provided that no such analysis provided to a third party or made public, or used for marketing purposes, is identifiable to Customer or to any of Customer's Authorized Users, insureds or third-party claimants;
- iii. to conduct, or cause to be conducted on CCC's behalf, research and development activities concerning products and services offered or proposed to be offered by CCC or its Affiliates, provided that all Customer Data is De-identified in connection with such use; and
- iv. to include the Customer Data, in De-identified form, within CCC's products and services.
- v. for anti-fraud detection purposes, to develop, maintain and utilize with CCC customers an anti-fraud database to detect fraud within insurance claims as instructed by Customer. (For the avoidance of doubt, Customer recognizes and agrees that this data will be used in a cross-carrier database regardless of whether Customer orders or uses any CCC anti-fraud product and that such use is not a sale of data.)

d. **Data Authorizations.** From time to time, CCC and Customer may desire to conduct limited research and development activities beyond what is permitted in Section 7(c), above, including the development or testing of artificial intelligence tools or models using Customer Data which has not been De-identified, or for marketing purposes to Customer to demonstrate results of customer data inputted into CCC services not currently licensed by Customer. Prior to any such use, CCC will seek Customer instructions on these activities by providing a description of such activities, including the Customer Data proposed to be used, for Customer's review and written approval. CCC shall be entitled to rely on the instructions and written approval of such use via e-mail from a VP level or higher employee of Customer or its Affiliate.

e. **Feedback.** Customer may, but is not required to, give CCC Feedback, in which case Customer gives Feedback "AS IS." CCC may freely use and commercialize any such Feedback in any manner and, accordingly, Customer hereby assigns all right, title and interest in any Feedback to CCC.

8. CONFIDENTIALITY.

a. **Confidential Information.** From time to time, either Party may disclose or make available to the other Party Confidential Information. Each Party agrees that it will (i) hold any and all Confidential Information it obtains in confidence and will use and permit the use of Confidential Information solely for the purposes, and in accordance with the terms and conditions, of this Agreement; (ii) be able to use the Confidential Information of the other Party in order to effectuate this Agreement; (iii) make copies of Confidential Information only to the extent reasonably necessary to exercise its rights or carry out its

obligations under this Agreement; (iv) only disclose the Confidential Information of the other Party to its employees and contractors and will provide written instruction to and obtain written agreements with employees and contractors to ensure that such employees and contractors protect the confidentiality of Confidential Information; (v) instruct its employees and contractors not to disclose Confidential Information to third parties, including customers or subcontractors, without the other's prior written consent; (vi) notify the other Party promptly of unauthorized disclosure or use and cooperate with the other Party to protect all proprietary rights in and ownership of the Confidential Information of the other Party; and (vii) implement commercially reasonable security measures and safeguards to prevent the unauthorized disclosure and/or use of the Confidential Information of the other Party.

b. **Limited Disclosure.** Neither Party shall be considered to have breached its obligations by disclosing Confidential Information of the other Party in accordance with, and to the extent required by, Applicable Law or to satisfy any lawful request by a governmental body having competent jurisdiction over the disclosing Party, provided that, promptly upon receiving any such request and to the extent that it may legally do so, such Party so notifies the other Party in writing, and if possible, such Party shall provide the other Party notice not less than five (5) business days prior to the required disclosure. The disclosing Party shall use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the other Party to contest, otherwise oppose or seek to limit such disclosure by the disclosing Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The disclosing Party shall cooperate with the other Party regarding such measures. Notwithstanding any disclosure, the disclosing Party's obligations hereunder with respect to Confidential Information so disclosed shall remain in full force and effect.

c. **Remedies.** Each Party acknowledges that any use or disclosure of the other Party's Confidential Information, other than as specifically provided for in this Agreement and other written agreements between CCC and Customer, may result in irreparable injury and damage to the disclosing Party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party, other than as specifically provided for in this Agreement and in other written agreements between the Parties, the disclosing Party shall be entitled to seek equitable relief including specific performance of the confidentiality obligations agreed to herein, without any showing of actual damage or inadequacy of legal remedy.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS.

a. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (i) it has validly entered into this Agreement and has the legal power to do so and (ii) that the execution of this Agreement by its representative whose signature is set forth on the signature page hereto or, in the case of electronic or digital execution or acceptance, who has accepted and agreed to this Agreement, has been duly authorized by all necessary corporate or organizational action of such party to bind such Party and each of its respective Affiliates.

b. **CCC Limited Warranties.** Except as set forth in the Product Terms or elsewhere in this Agreement, during the applicable Subscription Period CCC will provide the Performance Warranty. Notwithstanding the foregoing, this Performance Warranty will not apply if the error or non-conformance was caused by (i) use of the Services other than in accordance with this Agreement and the applicable Documentation; (ii) third-party applications; (iii) any services or hardware of Customer or any third party used by Customer in connection with the Services; or (iv) a Force Majeure Event.

c. **Customer's Remedies.** In the event of any alleged breach by CCC of the warranty set forth in Section 9(b), above, Customer shall notify CCC of the alleged breach without delay and in any case within ten [10] days after the appearance thereof. Customer's sole remedy, and CCC's sole liability for a failure to comply with the Performance Warranty, is, if Customer provides such timely notice, for CCC to modify the applicable Service(s) such that they comply and, if CCC fails to do so within thirty [30] days following timely notice by Customer of the breach, Customer may terminate its subscription to the applicable

Services that do not comply with the Performance Warranty upon written notice to CCC. In the event Customer terminates any Services pursuant to this Section 9(c), Customer shall cease use of such terminated Services and CCC shall refund any amounts pre-paid by Customer for such terminated Services for periods from and after the date of termination.

d. Disclaimers.

i. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS SET FORTH IN SECTION 9(B) OF THIS AGREEMENT, THE SERVICES AND THE CONTENT, INCLUDING ALL DOCUMENTATION, ARE PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. CCC MAKES NO WARRANTY OR GUARANTEE THAT THE SERVICES OR THE CONTENT WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, WILL ACHIEVE ANY INTENDED RESULT, WILL BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE AND FREE OF HARMFUL CODE, OR WILL BE UNINTERRUPTED OR ERROR FREE. CCC DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, CONTENT, OR DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A GIVEN TASK OR APPLICATION OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CCC OR CCC'S AGENTS SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTIES EXPRESSLY PROVIDED BY CCC HEREIN.

ii. CCC IS NOT AN INSURER NOR A CLAIMS ADMINISTRATOR AND CUSTOMER IS RESPONSIBLE FOR INDEPENDENTLY (A) DETERMINING THE APPROPRIATE ROUTING AND DISPOSITION OF CLAIMS AND (B) COMPLYING WITH APPLICABLE LAW REGARDING THE ADJUSTMENT OF CLAIMS. CUSTOMER WILL RETAIN FULL RESPONSIBILITY FOR PAYMENT OF ALL CLAIMS, AND ANY OTHER EXPENSES OR SERVICES WHICH ARE REQUIRED TO BE PAID OR PROVIDED TO CUSTOMER'S INSUREDS, THIRD PARTY CLAIMANTS OR OTHER PARTIES IN CONNECTION WITH ANY INSURANCE CLAIM. CUSTOMER UNDERSTANDS AND AGREES THAT THE RECOMMENDATIONS, ANALYSES, AND COMPARISONS PROVIDED IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT DO NOT CONSTITUTE RECOMMENDATIONS BY CCC FOR ACTIONS ON CLAIMS AND THAT CUSTOMER SHALL INDEPENDENTLY EVALUATE AND DETERMINE WHAT ACTION SHALL BE TAKEN.

iii. AI SERVICES ARE NOT DESIGNED, INTENDED, OR TO BE USED AS SUBSTITUTES FOR PROFESSIONAL OR HUMAN INPUT OR REVIEW. TO THE EXTENT THAT THE AI SERVICES PROVIDE SUMMARIZATIONS, SYNTHESSES, INSIGHTS OR RECOMMENDED OUTPUTS EACH CONSTITUTES A RECOMMENDATION ONLY. CUSTOMER ACKNOWLEDGES THAT AI, INCLUDING PREDICTIVE ANALYTICS, BY THEIR NATURE HAVE SOME LEVEL OF UNCERTAINTY. CUSTOMER IS RESPONSIBLE FOR REVIEWING THE OUTPUTS OF THE SERVICES, AND CUSTOMER IS RESPONSIBLE FOR DETERMINING WHETHER AND HOW TO USE THE SERVICES AND ANY OUTPUTS THEREOF IN CUSTOMER'S CLAIMS PROCESS INCLUDING THE ADJUSTMENT AND SETTLEMENT OF CLAIMS. NEITHER THE SERVICES NOR THEIR OUTPUTS SHOULD BE USED AS THE SOLE BASIS FOR SETTLING ANY CLAIM. CUSTOMER UNDERSTANDS AND AGREES THAT (I) RESULTS OBTAINED FROM USE OF, AND CCC SUPPORT RECEIVED CONCERNING, THE SERVICES WILL NOT, UNDER ANY CIRCUMSTANCES, BE CONSIDERED TAX, LEGAL, HUMAN RESOURCES, MEDICAL OR ACCOUNTING ADVICE; (II) THE SERVICES AND ANY OUTPUTS THEREOF INCLUDING ANY AI SERVICES AND SUMMARIZATIONS, SYNTHESSES, INSIGHTS OR RECOMMENDATIONS THEREFROM ARE INTENDED SOLELY TO SUPPLEMENT (AND NOT TO REPLACE) THE KNOWLEDGE, SOUND PROFESSIONAL

JUDGMENT, AND INDIVIDUALIZED ATTENTION OF CLAIMS, TAX, LEGAL, HUMAN RESOURCES, MEDICAL, ACCOUNTING, AND OTHER BUSINESS PROFESSIONALS; AND (III) IT WOULD BE ADVISABLE FOR CUSTOMER TO OBTAIN SUCH ADVICE FROM SUCH BUSINESS PROFESSIONALS IN CONNECTION WITH ANY USE OF THE SERVICES. USE OF THE SERVICES AND ANY SUPPORT PROVIDED BY CCC DOES NOT RELIEVE CUSTOMER OF RESPONSIBILITY, INCLUDING ITS RESPONSIBILITY TO ANY THIRD PARTY, FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY SETTLEMENT OFFER MADE TO A THIRD PARTY.

iv. CUSTOMER WILL RETAIN FULL RESPONSIBILITY FOR PAYMENT OF ALL MEDICAL BENEFITS, TEMPORARY AND PERMANENT DISABILITY BENEFITS, DEATH BENEFITS, MEDICAL/LEGAL EXPENSES, AND ANY OTHER EXPENSES OR SERVICES WHICH ARE REQUIRED TO BE PAID OR PROVIDED UNDER APPLICABLE MOTOR VEHICLE BENEFITS LAWS. CUSTOMER RETAINS SOLE AND EXCLUSIVE RESPONSIBILITY FOR ALL FINAL DETERMINATIONS REGARDING ITS OBLIGATION OR THAT OF ANY THIRD PARTY TO PAY FOR OR OTHERWISE PROVIDE BENEFITS TO OR ON BEHALF OF INSUREDS AND THIRD-PARTY CLAIMANTS, AND FOR ALL OTHER MATTERS RELATING TO THE PROVISION OF INSURANCE OR COVERAGE TO ITS INSUREDS OR THIRD-PARTY CLAIMANTS (INCLUDING UNDERWRITING, RISK MANAGEMENT, FINANCING COVERAGE, BILL ADJUDICATION, AND ELIGIBILITY DETERMINATIONS).

10. MUTUAL INDEMNIFICATION.

a. CCC Indemnification.

i. Subject to the terms of this Agreement, CCC agrees to defend, at CCC's expense, Customer Indemnitees from and against any Third-Party Claim to the extent caused by the Infringement Claim(s) and to indemnify and hold harmless Customer Indemnitees against Losses that are finally awarded against a Customer Indemnitee by a court of competent jurisdiction as a result of such Third-Party Claim. Customer agrees that if its use of the Services or any part thereof becomes, or in CCC's opinion may become, the subject of an Infringement Claim(s), Customer will permit CCC either to procure the right for Customer to continue to use the Services, or part thereof, or to replace or modify the Services, or part thereof, with another non-infringing item of comparable quality and performance capabilities. If CCC determines that neither of such alternatives is commercially reasonable, the infringing items shall be returned to CCC (or removed from the Services, as applicable) and CCC's sole liability shall be to refund the amounts pre-paid by Customer, if any, for the impacted Services for periods from and after the date of termination. Notwithstanding the foregoing, CCC assumes no liability or indemnity obligation for Infringement Claim(s) arising from: (i) use of the Services in combination with non-CCC approved third-party products or interfaces; (ii) modifications or maintenance of the Services by a party other than CCC; (iii) misuse of the Services; and (iv) failure of Customer to make any update to the Services or Content, if the Infringement Claim(s) would have been avoided by the update. This subsection (i) states CCC's entire liability and Customer's exclusive remedy for any and all claims of intellectual property infringement, misappropriation or other violation of intellectual property rights of any third party.

ii. Customer will provide prompt written notice to CCC after becoming aware of an actual or alleged Third-Party Claim covered by this Section provided that the failure to do so will not excuse CCC of its indemnification obligations except to the extent prejudiced by such failure. Customer will give CCC the sole authority to conduct the defense or settlement of the Third-Party Claim; however, CCC will not settle a Third-Party Claim that would impose non-indemnified liability on Customer without its prior written consent (which will not be unreasonably withheld, conditioned or delayed). At CCC's request, Customer will provide information and assistance to CCC as may be reasonably required.

b. Customer Indemnification.

i. Customer shall indemnify the CCC Indemnitees and hold the CCC Indemnitees harmless from any Third-Party Claim, including reasonable attorneys' fees, due to or arising out of (1) Customer's breach of, failure to strictly comply with, or responsibilities set forth in Sections 3 and 4, above, or any provisions set forth in the Product Terms in the nature of obligations or responsibilities of Customer, including any consent requirements; (2) any infringement, misappropriation or non-compliance with Applicable Law of any Customer Data; or (3) the access or use of the Services, Content or Customer Data by any TPA, Integration Partner, Authorized User, Affiliate of Customer and any other person whom Customer authorizes (or authorizes CCC to allow) such access or use.

11. LIMITATION OF LIABILITY

a. IN NO EVENT SHALL CCC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR CONTENT EVEN IF CCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF CCC FOR ALL CLAIMS AND CAUSES OF ACTION, WHETHER IN CONTRACT OR TORT AND INCLUDING NEGLIGENCE AND OTHERWISE, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR CONTENT, AND ALL DAMAGES AND LOSSES RESULTING THEREFROM, SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CCC IN THE SIX MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO LIMIT CCC'S LIABILITY UNDER ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10(a) OR ITS LIABILITY FOR WILLFUL MISCONDUCT OR PERSONAL INJURY.

b. Notwithstanding anything to the contrary, CCC shall not be liable for any damages, including direct, indirect, special, incidental, punitive or consequential damages, for any claims or causes of action arising from or related to any TPAs or Integration Partner's access to and use of Customer Data regardless of the form of the cause of action (including negligence, contract, statute, tort or strict liability).

12. TERM AND TERMINATION.

a. **Term of Agreement.** This Agreement commences on the Master Effective Date and continues until all subscriptions for Services hereunder have expired or have been terminated.

b. **Term of Purchased Subscriptions.** The term of each subscription for Services shall be as specified in the applicable Order Form, unless earlier terminated as provided herein.

c. **Termination for Default or Bankruptcy.** Either Party may terminate this Agreement upon written notice to the other Party in the event of (i) a material breach by the other Party which is not remedied within thirty (30) days of receipt of written notice from the nonbreaching Party specifying such breach or (ii) the other Party becoming the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

d. **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 12(c), above, CCC will refund Customer any prepaid fees covering the remainder of the Subscription Period(s) on each then-effective Order Form after the effective date of termination to the extent permitted by Applicable Law. If this Agreement is terminated by CCC in accordance with Section 12(c), above, Customer will pay any unpaid fees covering the remainder of the Subscription Period(s) on each then-effective Order Form to the extent permitted by Applicable Law. In no event will termination by either Party relieve Customer of its obligation to pay any fees payable to CCC for the period prior to the effective date of termination.

e. **Force Majeure.** Neither Party will be liable for any failure or delay in performance under this Agreement which is due to any Force Majeure Event impacting such Party.

f. **Surviving Provisions.** Whatever by its very nature is meant to survive, survives.

13. GENERAL PROVISIONS.

a. **Export Compliance.** The Services, Content, other CCC technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. CCC and Customer each represents that it is not on any U.S. government denied-party list. In addition to those other restrictions set forth herein, Customer will not permit any Authorized User to access or use any Service or Content in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

b. **Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

c. **Artificial Intelligence.** CCC may use AI Services in the provision of the Services. CCC has an AI governance program based on relevant regulations and industry practices, with accompanying policies and procedures. CCC's AI governance program will govern the development, maintenance, implementation and lifecycle of any AI Services developed by CCC. Any AI Services developed by and licensed from a third party by CCC will be subject to due diligence under CCC's AI governance program. CCC will review and update the AI governance program at least annually. CCC will designate a group to run the AI governance program and designate a single individual as its AI ethics officer. CCC will provide Customer with reasonable support for Customer to complete necessary AI impact assessments or questionnaires relating to the AI Services. For the avoidance of doubt, the parties acknowledge and agree that CCC may use data to train AI Services and otherwise in connection with CCC's use of AI and product offerings. CCC's development process for AI Services developed by CCC includes controls designed to: (1) use reasonable care to protect from known or reasonably foreseeable risks of discrimination, including in compliance with applicable laws; (2) secure development, deployment, and product integration environments for AI Services to detect and mitigate unintended activities; (3) monitor, testing, and reviewing AI Services performance from research to product implementation to maintain quality output; (4) addressing deficiencies and errors; and (5) documenting the AI Services lifecycle for accountable and transparent AI.

d. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between CCC and Customer regarding Customer's use of the Services and Content and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) is void. In the event of any conflict or inconsistency among the following documents the order of precedence shall be: (i) the Order Form, (ii) the Product Terms, (iii) this Services Agreement, then (iv) the Documentation.

e. **No Strict Construction.** The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall apply.

f. **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

g. **Third-Party Beneficiaries.** Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, shall give or be construed to give any rights hereunder to any third party.

h. **Waiver.** No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.

i. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction within the United States to be contrary to law, the provision shall be construed as nearly as possible to its original intent to be enforceable, and the remaining provisions of this Agreement will remain in effect.

j. **Assignment.** CCC may assign this Agreement, and any of its rights or obligations hereunder, without consent of Customer. Customer shall not assign to any other party all or any part of this Agreement, its obligations hereunder, or any other interest herein or any rights hereunder, whether by operation of law or otherwise, without CCC's prior written consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

k. **Governing Law.** The parties both agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to conflict of laws provisions. The venue for all disputes shall be a court of competent jurisdiction located in Chicago, Illinois.

l. **Interpretation.** In this Agreement: (i) the terms "including", "include" and "includes" are deemed to be followed by the statement "without limitation", and none of these terms will be construed to limit any word or statement it follows; (ii) headings are for reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any of its provisions; (iii) a reference to a person includes an individual, partnership, association, trust, unincorporated organization, society or corporation; (iv) a reference to a day, month, quarter, or year means a calendar day, month, quarter, or year, unless the context indicates otherwise; (v) a reference to a statute includes a reference to such statute and its regulations, all amendments made to the statute and in force, and to any statute or regulation that has the effect of supplementing or superseding such statute or its regulations; (vi) all references to "dollars" or "\$" means United States dollars; and (vii) the word "or" shall mean "and/or" unless the context requires otherwise.

m. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (i) personal delivery, (ii) receipt after mailing by express mail, or (iii) except for Legal Notices, which shall clearly be identifiable as Legal Notice, the day of sending by email. Notices to Customer shall be sent to the contact designated on an Order Form. CCC may update URLs for the CCC websites referenced in this Agreement upon notice to Customer. Notices to CCC shall be sent to: CCC Intelligent Solutions Inc., 167 N. Green Street, 9th Floor, Chicago, Illinois 60607, Attn: Chief Executive Officer, with a copy (which shall not constitute notice) to the Legal Department at the same address and to legal@cccis.com. Customer and CCC may change its address for notice by written notice to the other Party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as set forth below.

CUSTOMER

CCC INTELLIGENT SOLUTIONS INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MASTER SERVICES AGREEMENT – EXHIBIT 1

DEFINITIONS

1. **"Access Credentials"** means any username, identification number, password, license or security key, security token or tag, PIN, or other security code, method, technology, or device used to verify Customer or an Authorized User's identity and authorization to access and use the Services.
2. **"Affiliate(s)"** means, with respect to a referenced entity, any other entity that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such entity.
3. **"Aggregate Data"** has the meaning set forth in the DPA.
4. **"Agreement"** means each Order Form together with this Services Agreement between CCC and Customer, including all exhibits, the Customer P&C Affiliates List, the Authorized TPA/IA List, the DPA, the Security Addendum and the Product Terms.
5. **"Applicable Law"** means all sections of laws (including those arising under common law), statutes, cases, ordinances, constitutions, regulations, treaties, rules, codes, and other pronouncements having the effect of law of the United States, including those promulgated, interpreted, or enforced by any governmental authority, in each case applicable to a Party. References to "Applicable Law" mean Applicable Law as may be amended, replaced, or supplemented.
6. **"Artificial Intelligence" or "AI"** means a system that recognizes patterns without being specifically programmed to achieve a pre-determined result.
7. **"AI Services"** means AI systems or models developed or licensed by CCC for use by CCC or Customer in connection with the Services and including any predictive analytics.
8. **"Analytics"** means a compilation of information made available to Customer by CCC, including in reports and dashboards, whether included in any Services or provided as a standalone Service .
9. **"Authorized User"** means employees of Customer authorized by or on behalf of Customer or a Customer P&C Affiliate, if any, to use the Services in accordance with this Agreement.
10. **"Beta Services"** means Services that CCC does not yet make generally available or is in the process of designing and which are designated as such on an Order Form or in the applicable Product Terms.
11. **"CCC Indemnitees"** means CCC, its parent, subsidiaries and Affiliates and each of their respective officers, directors, agents and employees.
12. **"Commencement Date"** means the date set forth in the Order Form for commencing of the Services.
13. **"Confidential Information"** means confidential and proprietary information about a Party's business affairs, products or services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including the Services and the Content and technical information (including processes and methodologies used by and incorporated into the Services). Confidential Information does not include any data meant to flow through commerce in the ordinary authorized use or provision of the Services including any such Content or Customer Data or any information which (i) is otherwise specifically identified by the disclosing Party in writing as not being confidential; (ii) is lawfully received free of restriction from another sources without a duty of confidentiality; (iii) becomes generally available

to the public without breach of this Agreement by the disclosing Party; (iv) was in the receiving Party's possession before receipt from the disclosing Party; or (v) was or is independently developed by the receiving Party without the use of the disclosing Party's Confidential Information.

14. **"Content"** means information obtained by CCC from publicly available sources or Third-Party Content Providers and made available to Customer for use in connection with the Services.

15. **"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise, and "Controlled by" and "under common Control with" have correlative meanings.

16. **"Customer Data"** means proprietary data that is electronically submitted into the Services by Customer or by a third party on behalf of Customer. "Customer Data" does not include "Duplicate Data" or data that is Aggregate Data, De-identified Data, or otherwise no longer linked to or otherwise capable of being linked to Customer.

17. **"Customer Indemnitees"** means Customer and Customer's officers, directors and employees.

18. **"Customer P&C Affiliates"** means Customer's Affiliates as set forth in Customer P&C Affiliates List. Additional Affiliates may be added by mutual written agreement of the Parties.

19. **"De-identified"** shall have the meaning set forth in the DPA.

20. **"Documentation"** means the applicable Services documentation, as updated from time to time made available at <https://cccis.com/product-documentation>.

21. **"DPA"** means the Data Processing Addendum set forth at <https://www.cccis.com/policy/data-processing-addendum>.

22. **"Duplicate Data"** means data or information that is (i) the same as Customer Data that CCC or its Affiliate may already rightfully have or obtained license and rights to use independent of this Agreement, (ii) rightfully possessed by CCC or its Affiliate (or rightfully comes into possession of CCC or its Affiliate) through its independent activities outside of this Agreement, or (iii) a different copy of data inputted into the Services after such data has been transferred or transmitted to a third party in the ordinary course of Customer's use of the Services, and which CCC or its Affiliate has the right from that third party to possess or use.

23. **"Feedback"** means suggestions, comments, requests, recommendations, corrections or other feedback provided by Customer or its Affiliates [or its Authorized Users] about CCC current or prospective products or services.

24. **"Force Majeure Events"** means events beyond the reasonable control of a Party, including fire, explosion, unavailability of utilities or raw materials, unavailability of components, aggressions or actions by third party actors, pandemics, labor difficulties, war, riot, acts of God, export control regulation, laws, judgments or government instructions. The inability to pay fees is not a Force Majeure Event.

25. **"Infringement Claims"** means any claim by a third party that is not an Affiliate of a Party of infringement or misappropriation of any United States copyright, trade secret, patent, trademark or service mark of such third party by Customer's use of the Services in a manner permitted under the Agreement.

26. **"Integration Partner"** means a third-party with whom a Third-Party Integration integrates.

27. **"Legal Notice"** means notice by one Party to this Agreement to the other of termination or non-renewal of this Agreement or of any Order Form or subscription thereunder, or of an indemnifiable claim hereunder or any dispute related to this Agreement.

28. **"Losses"** means any liability, loss, damage, cost or expense, including reasonable attorneys' fees awarded to a third party.

29. **"Malicious Code"** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

30. "Minimum Requirements" means the list of requirements customers need to have to properly access the Services set forth at <https://www.cccis.com/support/technical-support#Requirements> and as may be modified from time to time.

31. **"Order Form"** means each written or electronic document or form signed by both CCC and Customer that incorporates this Services Agreement by reference and indicates (i) the scope of Services to be provided under such Order Form, (ii) the Commencement Date, and (iii) other specifics related to such Services, including the applicable fees and other costs, and which forms an integral part of this Agreement.

32. **"Performance Warranty"** means the warranty by CCC that the Services licensed hereunder will substantially conform to the then-current Documentation, which is subject to change during the Subscription Period.

33. **"Permitted Purpose"** means for the internal business of Customer and Customer P&C Affiliates (if any) for the evaluation, processing and settling of automotive insurance claims and damage and repair estimates in the United States on a claim-by-claim basis and, solely with respect to the applicable Service, the other permitted purposes and restrictions expressly set forth in the Product Terms.

34. **"Personal Data"** shall have the meaning set forth in the DPA.

35. **"Process"** has the meaning set forth in the DPA.

36. **"Product Terms"** means the terms and conditions set forth at <https://www.cccis.com/product-terms>, or as may otherwise be provided to CUSTOMER, that set forth additional terms required for the applicable CCC Services, which may be modified from time to time without prior notice and which, to the extent applicable, form an integral part of this Agreement.

37. **"Prohibited Data"** means (i) any patient, medical, or other personal health information; (ii) social security numbers, driver's license numbers, or other unique and private government ID numbers; (iii) any data that is unlawful, harmful to minors, threatening, abusive, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive; (iv) any data that includes personally identifiable information about children; (v) any data that infringes someone else's intellectual property or other rights; (vi) any data that advocates or solicits violence or other criminal conduct; (vii) any data that violates any law, regulation, or contract; or (viii) any data that 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.

38. **"Security Addendum"** means the security addendum set forth in <https://www.cccis.com/policy/security-addendum>.

39. **"Services"** means the products and services delivered by CCC to Customer as reflected on an Order Form. "Services" exclude Content and Third-Party Integrations.

40. **"Sub-Processor"** has the meaning set forth in the DPA.

41. **"Subscription Period"** means the term for any Services or other offerings as reflected in an Order Form.

42. **"Third-Party Claim"** means a claim brought within the United States by a third party that is not an Affiliate of a Party.

43. **"Third-Party Content Provider"** is a third-party that provides data or information to CCC to be included within certain Service(s). Third-Party Content Providers are not subcontractors for purposes of this Agreement.

44. **"Third-Party Integration"** means third party products, applications, services, software, networks, systems, directories, websites, databases and information which Customer may connect to or enable in conjunction with or through the Services.

45. **"TPA/IA"** means any third-party administrator, independent appraiser, or any other similarly-situated third-parties approved by CCC.

46. **"TPA/IA Agreement"** means a services agreement that Customer has entered into with a TPA/IA under which the TPA/IA has agreed to provide TPA/IA Services to Customer.

47. **"TPA/IA Services"** means services provided to Customer for the processing of certain auto physical damage claims within the United States.

MASTER SERVICES AGREEMENT CUSTOMER P&C AFFILIATES LIST

The following are Customer P&C Affiliates for the purposes of the Master Services Agreement dated [DATE] between CCC and CUSTOMER:

[LIST OF AFFILIATES OF CUSTOMER ENGAGED IN THE BUSINESS OF P&C INSURANCE:]

[AFFILIATE NAME 1], a [STATE OF INCORPORATION] [LEGAL ENTITY TYPE], with principal offices at [ADDRESS]

Customer represents and warrants to CCC that each such entity is an Affiliate of Customer and engaged in the business of providing property and casualty insurance. Each such entity shall only be considered a Customer P&C Affiliate for so long as such entity remains an Affiliate of Customer in the business of providing property and casualty insurance. Customer shall promptly (but in any event within ten days) provide CCC notice of any Customer P&C Affiliate ceasing to be an Affiliate of Customer or ceasing to be in the business of providing property and casualty insurance.

For so long as a Customer P&C Affiliate remains a Customer P&C Affiliate, subject to the terms of this Agreement, the Customer P&C Affiliate will have the same right to access and use the Services as Customer for the internal business purposes of such Customer P&C Affiliate. Notwithstanding the foregoing, if Customer proposes to add any Affiliate as a Customer P&C Affiliate pursuant to this Agreement and such Affiliate of Customer has a separate agreement with CCC or its Affiliate, then such Affiliate shall not have any right to access or use the Services pursuant to this Agreement until the expiration of such existing agreement. In such event, Customer will provide notice to CCC of such separate agreement and the date on which agreement expires or is terminated.

All right of access and use of all Customer P&C Affiliates shall in any event cease immediately upon Customer ceasing to have such right of access and use.

For clarity, (i) each Customer P&C Affiliate shall be subject to the same limitations and restrictions on its use and access to the Services as Customer; and (ii) any limitations on the number of Authorized Users or other metrics set forth in the applicable Order Form limiting use of the Services shall apply to Customer together with all Customer P&C Affiliates collectively. Customer shall be responsible for its Affiliates, including Customer P&C Affiliates, complying with the terms of this Agreement and liable for any breach by its Affiliates.

The Customer P&C Affiliates List may be updated during the Term by execution of a standalone updated version signed by both parties. Upon execution, such updated list shall supersede and replace all prior versions.

CUSTOMER

CCC INTELLIGENT SOLUTIONS INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

MASTER SERVICES AGREEMENT

AUTHORIZED TPA/IA LIST

The following TPA/IA are authorized to access Customer's implementation of the Services and the related Content and/or to Customer Data pursuant to Section 4(i) of the Master Services Agreement dated [DATE] between CCC and CUSTOMER:

[LIST OF AUTHORIZED TPAs/IAs:]

[TPA/IA NAME 1], a [STATE OF INCORPORATION] [LEGAL ENTITY TYPE], with principal offices at [ADDRESS]

The Authorized TPA/IA List may be updated during the Term by execution of a standalone updated version signed by both parties. Upon execution, such updated list shall supersede and replace all prior versions.

CUSTOMER

CCC INTELLIGENT SOLUTIONS INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____