

STATE FARM NATIONAL OFFER AND ACCEPTANCE AGREEMENT

This is an agreement ("Agreement"), between the Glass Company, including all of its Service Centers as defined herein and as may be listed on a Glass Company Directory, and State Farm Mutual Automobile Insurance Company, for itself and on behalf of its subsidiaries and affiliates ("State Farm").

This Agreement shall become effective upon Glass Companies receipt of State Farm's acceptance notice by Electronic Communication and it shall remain in effect until such time as either Glass Company or State Farm delivers to the other party written notice of termination of the Agreement. It will replace, supersede, and automatically terminate any prior or existing Offer and Acceptance Agreement between State Farm and Glass Company. This Agreement (and any attachments, addenda, and Supplements thereto) shall be the complete and exclusive statement of the agreement between the parties as to the subject matter of this Agreement and shall be binding upon each of the parties hereto.

Section I – Definitions

For purposes of this Agreement, the following terms when used with the first letter capitalized shall have the following definitions:

ADAS – Advanced Driver Assistance Systems - uses a human-machine interface to improve the driver's ability to react to dangers on the road.

Agreement – Means this State Farm National Offer and Acceptance Agreement, including all its terms and conditions, and applicable Supplements that are executed as part of this Agreement.

ANSI – American National Standards Institute.

AGRSS – Automotive Glass Replacement Safety Standard.

Baseline Program Pricing – Pricing for automotive glass repair and replacement services established by State Farm. Baseline Program Pricing may be revised in the future at the sole discretion of State Farm and communicated to the Glass Company executing this Agreement.

Customer(s) – Any State Farm policyholder with comprehensive or collision coverage.

Disclosing Party– State Farm Mutual Automobile Insurance Company, for itself and on behalf of its subsidiaries and affiliates ("State Farm") disclosing confidential information to the Receiving Party.

Electronic Communication – Electronic communications, including email

communications, between State Farm, Program Administrator and Glass Company. Electronic Communication shall be considered the same as "written" communication, and electronic communication, when printed, shall be considered an "original" copy of the communication.

Glass Claim Services – The operating unit at State Farm that is responsible for implementing and managing the State Farm National Offer and Acceptance Program.

Glass Company – An entity that performs auto glass repair and/or replacement services for Customers under terms of this Agreement and is identifiable by its company name and unique Federal Tax Identification Number, Social Security Number, or Federal Employer Identification Number. A Glass Company may have multiple Service Centers as defined in this Agreement. The Terms of this Agreement shall apply to all Jobs performed by Glass Company through any/all of its Service Centers for State Farm or State Farm Customers.

Glass Company Directory – An online application that enables Glass Company to identify its service capacity, capabilities, industry certifications, training, and other pertinent information as defined by State Farm.

Glass Company Profile – The information supplied to State Farm through the Glass Company Directory on a State Farm or Program Administrator's site by Glass Company. Information supplied needs to be accurate and regularly updated with changes.

Information – Information shall refer to all information, (including but not limited to name, address, policy number, claim number and other information pertaining to State Farm or its Customers) of which must be used and held in strict confidence and treated as confidential Information of State Farm according to Section VI subsection Q. of this Agreement.

Job(s) – Shall refer inclusively to automotive glass services, including repair, replacement, or both. Includes all related labor necessary to properly install the piece of glass, clean up, and travel as required. Also includes labor required for inspection, pre-work, post-work, and any related manual process, procedure, or activity, including transfer of windshield license and inspection stickers as necessary. Jobs include all such work as performed for any Customer that may choose to seek such repair or replacement services from the Glass Company, including but not limited to work referred to Glass Company by the Program Administrator.

National Glass Program (O&A Program) – The process developed by State Farm for assisting Customers who have claims involving the repair or replacement of automotive glass.

NAGS® – Refers to National Auto Glass Specifications, a Mitchell International

Company. It lists pricing and provides a naming methodology for auto glass replacement parts.

Offer and Acceptance Participant (O&A Participant) – A Glass Company that has accepted the terms and conditions of this O&A Agreement and has been accepted as a participant by State Farm.

Price Offer Glass Company's ability to modify its pricing offer to State Farm by offering additional discounts to the Baseline Program Pricing, according to terms and conditions established by State Farm.

Pricing Zone – A ZIP Code or a combination of ZIP Codes for which State Farm has designated Baseline Program Pricing.

Program Administrator – Shall refer to either State Farm or a firm selected by State Farm to receive initial losses from Customers and refer Jobs. Program Administrator will operate according to the requirements specified by State Farm for customer service, invoice handling, auditing, payment, and related administrative tasks. Such requirements may be specifically outlined in a Supplement attached to this Agreement.

Program Administrator Software –Enables Glass Company to identify its service capacity, capabilities, industry certifications and training, and other pertinent information

Recalibration - Windshield calibration refers to the recalibration of windshield-mounted camera(s) after the replacement of a windshield for vehicles with ADAS.

Receiving Party – Glass Company or Service Center receiving confidential information from the Disclosing Party.

Select Offer and Acceptance Participant (Select O&A Participant) – A Glass Company that has accepted the terms and conditions of this O&A Agreement, met entry level requirements, met and maintained Key Performance Indicators, and has accepted State Farm's invitation to be a Select O&A Participant.

Service Center – A Service Center is a physical facility that: (i) provides in-shop glass services or serves as a central dispatch point for mobile Technicians, or both, as identified on a Glass Company Directory; and (ii) is under the management and control of the Glass Company. Every Service Center must have at least one associated Technician, as identified on a Glass Company Directory that is qualified to perform Jobs for Customers under the terms of this Agreement. Every Service Center must have a unique verifiable address, telephone number and a fax machine or means to receive electronic Job assignments from Program Administrator. If the Service Center is solely a central dispatching point for mobile Technicians, then the unique verifiable address for the Service Center must be where the Technician and related equipment

are normally housed for the Service Area as listed in a Glass Company Directory.

Service Area – Service Area is the geographical territory as defined by ZIP Codes specified by the Glass Company on a Glass Company Directory. Each Service Center will have a default Service Area systematically defined if it offers in-shop service; Service Centers that offer mobile service may specify their mobile Service Area in a Glass Company Directory.

Specialty Glass – Any glass type for which there are no current published NAGS part numbers and prices may require special installation procedures. Processing falls within the defined handling of the Specialty Glass Administrator.

Specialty Glass Administrator – Shall refer to either the Program Administrator or the firm(s) approved by the Program Administrator as the primary source for administering Specialty Glass claims and, at State Farm's direction, claims for parts for which there are no current published NAGS part numbers and prices.

Supplement – A legal document provided by State Farm and attached hereto and incorporated herein.

Technician – Technician means any qualified and trained person employed by the Glass Company who may perform auto glass repair or replacement services on vehicles for State Farm Customers.

Section II – Baseline Program Pricing

The Glass Company agrees to the following pricing, less any applicable deductible owed by the State Farm Customer, which the Glass Company agrees to collect from the Customer. The pricing is determined by State Farm for its Pricing Zones for Jobs performed by Glass Company through any of its Service Centers for State Farm Customers.

A. Glass Parts and Labor:

If the glass part installed has a NAGS list price, the Glass Company will be paid based on the NAGS list price and the applicable Job pricing as listed on the Program Administrator's website and as defined in the Agreement. The NAGS list price that applies will be the NAGS list price in effect on the date of installation. If the glass part installed does not have a NAGS list price, the Glass Company will be paid based on the amount authorized by the Program Administrator.

The Glass Company agrees to invoice Program Administrator for the cost of the most competitively priced glass part, with the same fit, features and function of the original glass.

Current applicable glass pricing and labor allowances by Pricing Zone are posted on the Program Administrator's website or otherwise communicated by the Program Administrator.

ADAS recalibration services will be authorized by Program Administrator in advance of completion of work.

B. Installation Materials:

Current installation material allowances (includes adhesive, primer, clips, and other required installation materials, except moldings and weather strips) are posted on the Program Administrator's website or otherwise communicated by the Program Administrator.

C. Moldings and Weather Strips:

For moldings and weather strips needed for proper installation, pricing is based on aftermarket manufacturer's published list price. Glass Company must provide invoice or other evidence of purchase of the molding or weather strip actually installed, when requested by Program Administrator.

D. Window Tint:

Current window tint film authorization limits are posted on the Program Administrator's website or otherwise communicated by the Program Administrator. The Glass Company agrees to request authorization for window tint film application only when the glass being replaced previously had window tint film.

E. Laminated Parts Repair:

Current laminated repair parts pricing is posted on the Program Administrator's website or otherwise communicated by the Program Administrator.

F. Sales Tax:

State Farm shall pay any legally imposed sales, use or similar excise taxes that are the legal liability of, or are required to be collected from, State Farm. Under no circumstances shall State Farm be liable for any interest, penalties, fines, or other such charges incurred due to the failure of Glass Company to pay or collect when due any taxes owed with respect to the Agreement, or due to the failure of Glass Company to notify State Farm of any taxes owed with respect to the Agreement. State Farm shall not be required to pay or reimburse Glass Company for taxes based upon the net income or capital of Glass Company, nor for taxes

imposed upon Glass Company solely by reason of Glass Company's doing business in or being incorporated in the jurisdiction imposing such taxes.

If State Farm contests or attempts to reduce any such taxes, interest, penalties, fines or other such charges, Glass Company shall cooperate with State Farm in good faith, including if necessary, filing refund claims in Glass Company's own name at State Farm's expense, or, at State Farm's request, filing any other related document. Glass Company shall reasonably cooperate with State Farm to minimize any taxes lawfully owed with respect to this Agreement. Glass Company shall pass to State Farm any tax refund and related interest it receives based on State Farm's previous payment or reimbursement of applicable taxes.

Section III – Program Requirements

- A. The pricing that applies to a Glass Company and its respective Service Center(s) for any Job shall be determined according to the Service Center(s), Service Area, and the Pricing Zone(s) designated by State Farm. The applicable price assigned to a Service Center shall be equal to the lowest pricing structure in any Pricing Zone that falls within the Service Area. All Baseline Program Pricing is determined by State Farm.
- B. The pricing that applies to a Service Center for any Job shall be determined by the lesser of: (i) the ZIP Code in which the Job is performed as requested by the Customer or (ii) the pricing assigned to the Service Center as specified in a Glass Company Directory.
- C. The Glass Company agrees that it will invoice based on the Service Center to which the Job is referred and will not attempt to influence the Customer to have the work completed in a different Pricing Zone for purposes of increasing the billable amount.
- D. When multiple Pricing Zones exist and the Glass Company provides service in more than one Pricing Zone from more than one Service Center, the pricing that shall apply to all Jobs performed in that Pricing Zone shall be the lowest available to State Farm from any of the Glass Company's Service Center's that service a particular Pricing Zone.
- E. State Farm will utilize a Glass Company Directory to enable Glass Company to represent its company profile and services offered to State Farm. Accordingly, Glass Company agrees to maintain an accurate company profile for the O&A Program, and to routinely update its company profile as needed to always ensure the accuracy of such profile. This includes services offered, capabilities, contact information, and service zip codes. State Farm reserves the right to audit the information presented in the Glass Company Directory at any time.
- F. When NAGS part number, prices and/or labor rates are unavailable or unpublished for a required part, Glass Company is required to first contact the Program

Administrator for part and/or labor pricing authorization prior to beginning the Job. Upon request, the Glass Company will provide a proof of purchase or other documentation requested by Program Administrator and acceptable to State Farm.

- G. If the Glass Company bills Program Administrator for glass services at an amount that is less than the applicable pricing agreed upon above, the amount billed becomes the agreed upon pricing between the Glass Company and Program Administrator. Upon receipt of payment, Glass Company has thirty (30) days to contact Program Administrator if the original amount was billed in error. The Glass Company agrees that, after thirty (30) days, any balance of the bill is forfeited and will not be collected from the Customer or State Farm.
- H. Glass Company represents it is insured for loss of or damage to customer vehicles and other property while in the possession of Glass Company. In addition, Glass Company represents it has in force and will maintain business liability insurance with liability limits equal to or in excess of \$1,000,000 per occurrence.
- I. The pricing structures in Section II do not apply to parts for Specialty Glass for which there is no current published NAGS part number and price. For Jobs involving such non-NAGS Specialty Glass, Glass Company will have the following options:
 - 1. Install Specialty Glass provided by Specialty Glass Administrator and submit an invoice for the labor charges in an amount approved by State Farm or Specialty Glass Administrator; OR
 - 2. Provide Specialty Glass Administrator or other party designated by Program Administrator with a bid for the Job, including the appropriate non-NAGS listed part(s) and labor, and agree to complete the Job for the lower of two competitive bids; OR
 - 3. Choose not to perform the replacement of the Specialty Glass.

All other terms and conditions of the Agreement remain in effect.

Section IV – Requirements for Electronic Commerce

- A. Glass Company will apply to the O&A Program through an internet application hosted by the Program Administrator or other method designated by State Farm.
- B. Glass Company must provide and maintain the capability for Electronic Communications for all regular and routine communications between and among State Farm, Program Administrator, and Glass Company. Glass Company will provide an e-mail address for such Electronic Communications on Glass Company Directory and provide timely updates to Program Administrator of any changes to that email address by updating such information in Glass Company

Directory.

- C. Glass Company will process billing through the Program Administrator using software compatible to the Program Administrator's Electronic Data Interface (EDI) format.
- D. Glass Company will utilize the Electronic Funds Transfer (EFT) available through the Program Administrator.

Section V – Customer Service and Quality Requirements

State Farm recognizes that Glass Company represents itself as an expert in its field and in the provision of services as described in this Agreement. Such services will be completed in adherence to all applicable industry standards for safety and quality, including but not limited to the specifications below.

State Farm or its designated representative shall have the right (including but not limited to on-site visits to Glass Company's premises) to audit Glass Company's records and systems related to the performance of this Agreement on five (5) day's prior written notice. Such audit may include Glass Company providing business reports as requested by State Farm at no cost. Glass Company agrees to cooperate with State Farm to resolve any auditing concerns in a timely manner.

Glass Company agrees it will:

- A. Only perform Jobs at the request and with the consent of the Customer.
- B. Upon receipt of a referral, if the Job cannot be completed, immediately notify the Customer of the inability to complete the Job. The Program Administrator must also be promptly informed to request cancellation and reassignment.
- C. Perform all Jobs in accordance with applicable ANSI, Federal Motor Vehicle Safety Standards and AGRSS published industry standards and procedures and ensure that all services and products meet or exceed all such standards. Utilize applicable adhesives in full accordance with specifications for product use and safe drive-away times provided by the manufacturer of the adhesive system utilized by the Glass Company to perform the Job.
- D. Inform the State Farm Customer of the type of glass and the type of repair or replacement to be used in repairing the vehicle prior to the Job being performed.
- E. Confirm the vehicle on the referral is the same vehicle having work completed. If the vehicle does not match the referral, the Glass Company must reach out to the Program Administrator prior to completing any work to confirm there is coverage for

the vehicle having work completed.

- F. Only perform auto glass repairs or replacements if the condition of the vehicle allows for a safe and proper repair or replacement and notify the Customer of any existing damage or condition that may negatively impact or prevent the proper and safe repair or replacement of the glass.
- G. Provide Customer with a written warranty of products and workmanship good for as long as the Customer owns the repaired vehicle and provide State Farm with a copy upon request. The warranty for glass repair or replacement must guarantee that corrective glass service will be provided at no additional cost throughout the United States. If corrective repairs are necessary and the vehicle owner is unable or unwilling to return to the Glass Company's facility, the Glass Company agrees to reimburse State Farm for such repairs including any associated replacement transportation paid for by State Farm. There is no obligation to inform the original retailer prior to corrective repairs being completed.
- H. Have a knowledgeable, qualified person available to answer a telephone and schedule Customer appointments during normal business hours (as listed on Glass Company's profile in the Glass Company Directory) and have a self-answering fax machine or approved electronic means to receive Customer and billing information as confirmation from Program Administrator.
- I. Require technicians to display identification of the Glass Company's name and/or Logo.
- J. Provide the Customer a final itemized invoice of amount actually charged and of the invoice actually submitted to Program Administrator upon completion of replacement/repair and send invoice to Program Administrator only after the Job has been completed.

Section VI – Commitments

Glass Company agrees it will:

- (i) Contact the Program Administrator to obtain a referral prior to the job being performed.
- (ii) Invoice Program Administrator only for Jobs actually completed, including the piece of glass and molding or weather strip actually installed.
- (iii) Invoice any Job performed for a State Farm Customer or Job invoiced directly to State Farm, including but not limited to work referred to Glass Company by the Program Administrator, at Baseline Program Pricing agreed to in this contract. Any pricing offered by the Glass Company that is less than the Baseline Program Pricing as outlined in Section 1 of Supplement #1 to the State Farm® National Offer & Acceptance Agreement will apply.

- (iv) Refrain from representing themselves as or impersonating the Customer or State Farm Agent for the purposes of reporting or modifying the glass loss through the Program Administrator.
- (v) Glass Company must provide glass repair services and complete repair if appropriate for the damage involved and with the consent of the customer. If the Customer is not satisfied with the repair for any reason or if the repair fails for any reason, the Glass Company agrees to refund the repair charge to State Farm or to the Customer if no amount was paid by State Farm.
- (vi) Capture electronic images of vehicle damage that corresponds to the damaged glass opening prior to completing the repairs of the vehicle. Images must also include post replacement images. Electronic images will be of sufficient quality to allow for effective review by State Farm personnel and support the glass damage. Electronic images will be transmitted to State Farm or its Third-Party Administrator.
- (vii) Provide glass installation and repair services from each of its Service Centers during Glass Company's business hours as provided in a Glass Company Directory. Each unique Service Center must employ at least one unique Technician who is dedicated to that Service Center. Such individual cannot be listed as an employee for another service center or another Glass Company.
- (viii) Glass Company will verify that each of its Service Centers meet Agreement requirements.
- (ix) Contact Program Administrator with the Customer prior to any changes to the original referral including the replacement, if a windshield was initially authorized for repair.
- (x) Provide, upon request, evidence of ongoing training and certification in the use of windshield adhesives, proper installation procedures and repair techniques.
- (xi) Upon notice from State Farm, agree to future pricing structures, other amendments, or Supplements to this Agreement. Such changes would be effective on the date specified in the notice, unless written notice of rejection is received by the Glass Claim Services unit at State Farm; in which case this Agreement shall be deemed terminated without further notice.
- (xii) Allow State Farm, or its designated representative, to verify Glass Company's compliance with this Agreement, and allow State Farm access to Customer vehicles while in the Glass Company's possession. Such access will be at the convenience of State Farm during Glass Company's regular business hours.
- (xiii) Not use any State Farm, or Glass Claim Services name or logo on any advertising, publications, or other media that are displayed or disseminated to Glass Company's customers or other parties, including but not limited to Glass Company

websites, social media, and phone books.

- (xiv) Subject to Section VII subsection A of this Agreement, will not under any circumstance submit invoices for any Jobs that may be fraudulent or in violation with any local, state, or federal rules, regulations, or laws.
- (xv) Not give, offer, or advertise any gifts, gratuities or other incentives including deductible discounts or waivers to State Farm Customers, State Farm Agents, their team members, or State Farm employees.
- (xvi) Collect from the Customer any and all deductible amounts. Glass Company agrees not to reduce, discount, or waive Customer's deductible when performing Job(s) under this Agreement.
- (xvii) Complete work on Customer's vehicle and will not sublet Job(s) to any other entity. This includes Recalibration or other related activities post installation. The Glass Company is not permitted to charge any markup on the costs associated with third-party services.
 - (i) The Glass Company must have Recalibration capabilities on site or readily available.
 - (ii) If a third-party will be utilized for Recalibration or other post installation activities, the Glass Company must first obtain authorization, including amount to be charged, through the Program Administrator prior to any work being performed.
 - (iii) The Glass Company is responsible for payment to the third-party performing the activity and will add the approved amount to the invoice submitted to the Program Administrator.
 - (iv) The Glass Company must retain pre- and post-scans, as well as the Recalibration report, and provide these documents to the insurance company upon request. Providing a third-party entity with billing or referral information, or authorizing work on behalf of a customer without prior consent is cause for removal from State Farm's National Offer and Acceptance Program.
- (xviii) Comply with the following provisions on confidentiality:
 - (i) Glass Company acknowledges it may learn or have access to confidential, proprietary, or private information (hereinafter "Information") of State Farm, State Farm's vendors, and vehicle owners. This Information specifically includes, but is not limited to, customer names, addresses, phone numbers, and social security numbers, vehicle accident and repair history, vehicle images, date of loss, and vehicle identification numbers. Glass Company warrants that it will use such Information for the limited purpose of repairing vehicles. Glass Company further warrants it will keep strictly confidential any such Information that Glass Company may learn. A

third-party performing as a subcontractor for Glass Company to accomplish duties subject to this Agreement may be given access to pertinent Information if that third-party has agreed in writing with Glass Company to use such Information solely for the purpose of repairing vehicles and otherwise to keep such Information strictly confidential. Glass Company agrees it will not sell or share nor permit its third-party vendors to sell or share Information. Glass Company acknowledges that State Farm may share information regarding Glass Company's participation in the National Glass Program with vendors, suppliers, and other external entities.

- (ii) State Farm and Glass Company agree that, for the purposes of the Agreement, third parties whose duties for State Farm, or as a subcontractor for Glass Company in performing Glass Company's duties under this Agreement, require access to the Information provided under the Agreement shall have access to the Information as required by such duties, provided that: (a) such third parties have agreed in writing with either State Farm or Glass Company, in terms no less protective than the confidentiality obligations of the Agreement, to keep confidential the Information; (b) such third parties have agreed in writing with either State Farm or Glass Company not to use the Information for their own benefit or the benefit of any person or entity besides State Farm; and (c) State Farm, when allowing such third parties access to Glass Company's Information, will not exceed the license or use restrictions in the Agreement.
- (iii) Glass Company agrees not to use State Farm's or a State Farm third-party's Information for its own benefit or the benefit of any person or entity besides State Farm.
- (iv) The term "Disclosing Party" shall refer to the party to the Agreement providing the Information to the other party, and the term "Receiving Party" shall refer to the party receiving the Information in the course of its performance under the Agreement. The term "Information" shall not include products or information that: (a) are in the public domain or in the possession of the Receiving Party without restriction at the time of receipt under the Agreement; (b) are used or released with the prior written approval of the Disclosing Party; (c) are independently developed by the Receiving Party, or (d) are ordered to be produced by a court of competent jurisdiction or appropriate regulatory authority, but in such case the Receiving Party producing the Information agrees to notify the Disclosing Party immediately and cooperate with the Disclosing Party in asserting a confidential or protected status for the Information.

- (v) The Receiving Party in the course of program participation may receive information from the Disclosing Party that is Trade Secret in nature. The Receiving Party agrees not to disseminate this information to any other parties other than the Disclosing Party.
- (vi) Each party expressly further agrees that, at the sole discretion of the Disclosing Party, it shall either return to the Disclosing Party or destroy any such Information and copies thereof; and it will certify any such destruction in writing to the Disclosing Party.

Section VII

Both State Farm and the Glass Company agree that:

- A. Neither party will be liable to the other for any special, consequential, indirect, or incidental damages, except that the Glass Company, in addition to any actual or compensatory damages, will pay State Farm liquidated damages of \$1,000 for each:
 - (i) invoice for a fraudulent or other claim in violation of state law submitted in breach of Section VI, Paragraph L, of this Agreement; and/or
 - (ii) Job where the Glass Company has misrepresented, manipulated, or otherwise influenced the invoice for the benefit of the Glass Company; and/or
 - (iii) Job where the Glass Company has misrepresented, manipulated, or otherwise influenced the Service Area in which the Job was performed (and its pricing) for the benefit of the Glass Company.
- B. Anything in this Agreement to the contrary notwithstanding, under no circumstances whatsoever shall State Farm's total liability to Glass Company for any other reason exceed in the aggregate the sum of Fifty Thousand Dollars (\$50,000).
- C. Glass Company is an independent contractor for all purposes in the performance of this Agreement and is neither an employee nor Agent of State Farm. Neither Glass Company nor State Farm shall misrepresent this status to Customers or any other persons or entities.
- D. This Agreement and any Supplement(s) to the Agreement remain valid until terminated by either party by notifying the other party in writing. State Farm or Glass Company can terminate this Agreement at any time, with or without cause.
- E. Glass Company agrees that it may not assign this Agreement to any other entity, including an entity that affiliates with or merges with or acquires Glass Company, except when State Farm approves such assignment in advance in writing. State Farm may in its sole discretion grant or deny such approval.

- F. Glass Company cannot bring an action against State Farm when invoicing discrepancies arise. Glass Company will first contact State Farm directly to attempt to resolve any invoicing discrepancies. If a discrepancy cannot be resolved, Glass Company must first attempt resolution through Arbitration or Mediation. Anything in the Agreement to the contrary notwithstanding, Glass Company shall indemnify and hold State Farm fully harmless against any loss, damages, claims, penalties, or expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third-party as a result of the negligent or intentional acts or omissions of Glass Company, and for which recovery is sought against State Farm by that third-party. Glass Company also shall indemnify State Farm for any costs and reasonable attorneys' fees sustained or incurred by State Farm in the defense of any such third-party claim.
- G. All information provided by Glass Company to State Farm in connection with this Agreement and in a Glass Company Directory is true and correct and that State Farm may rely on the accuracy of that information in entering into this Agreement with Glass Company. Glass Company will maintain sufficient capacity to provide timely and convenient service to Customers throughout its designated Service Area(s). State Farm may review and, in its judgment, refine with the Glass Company the geographic area of any Service Area if the Glass Company demonstrates an inability to effectively service Customers throughout its Service Area(s).
- H. If either party, on any occasion, fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not constitute a waiver of that term by the other party.
- I. The offered Baseline Program Pricing has been reviewed and is accepted.

Section VIII – Select O&A Participation

- A. State Farm will continuously measure and track key performance indicators (KPIs) in the areas of quality, efficiency, competitive pricing, and customer service. State Farm, at its sole discretion, may invite Glass Company to participate as a Select O&A Participant based on entry requirements, the results of the KPIs, and other factors determined by State Farm. Glass Company will have the option to decline participation. Glass Company, if not a Select O&A Participant, may become eligible to become a Select O&A Participant based on the results of the KPIs, program entry requirements, and other factors determined by State Farm.
- B. Glass Company's performance related to the KPIs will be made available to Glass Company by the Program Administrator and will be accessible to Glass Company. Performance results will include updates indicating whether Glass Company's performance meets or fails to meet requirements to be a Select O&A Participant.
- C. When State Farm determines that Glass Company will be invited to become a Select O&A Participant, Program Administrator will provide Glass Company with

notice of such invitation. If Glass Company intends not to participate, Glass Company must notify Program Administrator through the use of the Glass Company Directory.

- D. State Farm honors the choice a Customer has for a particular Glass Company. In instances in which a Customer requests assistance with Glass Company options, Program Administrator will assist the Customer by providing the names of Select O&A Participants.
- E. State Farm retains the option to extend to the Glass Company; the opportunity to present to State Farm, pricing that is less than the Baseline Program Pricing. The opportunity to present such pricing will be limited to Glass Companies who are invited to be Select O&A Participants. Such pricing elected by the Glass Company will be presented to Program Administrator by means of the Glass Company Directory.

Section IX – Program Requirements

The option of participation in Price Offers will be limited to Glass Companies who are invited to be Select O&A Participants, per Section VIII of the Agreement. By the act of participation in Price Offers, Glass Company understands, agrees, and warrants that it will comply with the following terms and conditions:

- A. Any additional discounts offered are voluntary on the part of the Glass Company and, if offered, do not affect the Glass Company's obligation to comply with all provisions of the Agreement and any applicable amendments and supplements.
- B. Additional discounting offers will be presented as extra discount points, to be added to the current discount points off list prices or subtracted from points above list prices, as determined by the Baseline Program Pricing. Such offers will decrease the net price paid to the Glass Company.
- C. Any additional discounting offers submitted for a Pricing Zone shall be effective at all Glass Company Service Centers in that Pricing Zone.
- D. Additional discounting offers are effective for all Jobs referred or performed by Glass Company within the Pricing Zone.
- E. All additional discounting offers submitted and confirmed via Price Offers on the Program Administrator's website will become effective at 12:01 AM Eastern Time on either: (i) the day following their submission, provided the submission is confirmed prior to 11:00 PM Eastern; or (ii) on the indicated effective date, whichever is later. Additional discounting offers are effective for a minimum of 30 days from their effective date, after which the additional discounting offers

may be withdrawn, left the same or revised.

- F. During the 30-day period, or thereafter, Glass Company may submit additional discounting offers to increase the discount and lower the net price paid.
- G. Effective with any notice of change to the Baseline Program Pricing of the Agreement, Section F above will not apply for any discounting offers submitted by Glass Company prior to the change in the Baseline Program Pricing.
- H. Glass Company will indemnify and hold harmless the Program Administrator and release and discharge State Farm relative to any and all effects, errors, and other damages that result from the additional discounting offers extended by Glass Company.

Section X – Electronic Commerce

In addition to the terms listed under the Electronic Commerce section of the Agreement:

- A. Glass Company will process billing through the Program Administrator using software compatible with the Program Administrator's EDI (Electronic Data Interface) format at no fee. If Glass Company is unable or unwilling to invoice electronically, or if an electronic invoice is returned more than twice as a result of entry errors, Glass Company authorizes Program Administrator to assess and withhold a manual invoice handling fee of \$15.00 (per replacement invoice) and \$12.00 (per repair invoice) for each manual bill processed by Program Administrator for Glass Company, and Glass Company agrees not to bill the Customer for the any such manual invoice processing fee
- B. Glass Company will utilize the Electronic Funds Transfer (EFT) available through the Program Administrator. If Glass Company requires that payments for Jobs performed for State Farm Customers be made via manual check, Glass Company authorizes Program Administrator to assess and withhold 1% of the payment amount as a manual check fee for each Job paid by manual check to Glass Company that includes payment(s) from State Farm. Glass Company agrees not to bill the Customer for any such manual fees.