

EXHIBIT A

NETWORK REPAIR SHOP OPERATIONS GUIDE

This Exhibit is attached to, and made part of, the Repair Shop Program Agreement (“**Agreement**”) between Progressive Direct Insurance Company (“**Progressive**”) and Contractor set forth on the Agreement

The parties agree that Progressive may modify this Exhibit A from time to time upon thirty days’ prior written or electronic notice to Contractor and that Progressive may provide such modified Exhibit A to Contractor via a website or other electronic means.

I. Definitions

Words or terms that are capitalized but not otherwise defined in this Exhibit shall have the meaning ascribed to them in the Agreement.

“**Agreed Price**” means the price agreed to by Progressive and Contractor that is sufficient to repair a vehicle to Pre-loss Condition using Repair Standards. The Agreed Price shall be based on a thorough inspection of the vehicle, review of all known damages, and partial vehicle disassembly, if necessary. The Agreed Price shall be memorialized in written or electronic format, signed by Repair Shop manager if in writing or electronically acknowledged by the Repair Shop manager if in electronic format, and shall reference an estimated completion date of any and all vehicle repairs.

“**Charge**” means the cost of repair, which may be itemized for a particular repair or part, that is reflected in a Contractor invoice.

“**Estimate**” means a written or electronic document prepared by Progressive that outlines the extent of damage and what parts and operations will likely be necessary to return a vehicle to Pre-loss Condition, along with the amount Progressive will pay under the terms of the applicable insurance policy and applicable Laws. The Estimate is not a “blueprint” or technical specification mandating how the actual repairs shall be made, as such repairs are the responsibility of the Contractor. Prior damage that Progressive may not include as part of the claims adjustment with respect to Claimant’s vehicle may be itemized or noted on the Estimate, Supplement or other Estimate.

“**Final Estimate**” means the Estimate plus any and all Supplements.

“**Supplement**” means a modification of the Estimate, which may or may not result in a change to the cost of repair.

II. Service and Repair Standards

2.1 Service

The Contractor and each Repair Shop will provide Progressive and/or its Claimants with a level of service (in terms of scheduling priority, cycle time and quality) that is equal to or exceeds the level of service that is provided to any other insurance carrier(s) by the Repair Shop.

2.2 Repairs

- The Contractor is obligated to complete all repairs that are necessary to restore the vehicle to its Pre-loss Condition.

- All such repairs identified on the Estimate, any Supplement, or any Final Estimate, shall be completed in accordance with the Repair Standards.
- The Contractor will ensure that all subcontracted repairs satisfy these standards.

2.3 Web Tracker: General Requirements and Compliance

Each Repair Shop will:

- Have Internet access at its Repair Shop and must be able to accept and schedule repair orders electronically via the Progressive's Web Tracker system.
- Login to and check WebTracker first thing in the morning and at least three times throughout the day to monitor new referrals and activity for that facility.
- Enter each WebTracker event onto the WebTracker system.
- Further comply with new WebTracker requirements as enhancements or new functionalities become available.

2.4 WebTracker: Guidelines for Entering Events

The Repair Shop is responsible for entering all of the events listed below for each vehicle referred to and repaired at the site.

Event Name	When to Enter the Event	Comments
<i>"Repair Shop Referral Accepted"</i>	Upon receipt of e-referral.	Once a referral is accepted, the Repair Shop will: <ul style="list-style-type: none"> • Pull down the Estimate • Order required parts • Confirm the part prices
<i>"At Shop"</i>	Upon arrival of vehicle at Repair Shop.	When entering the vehicle as "At Shop," the Repair Shop will enter the agreed upon ECD.
<i>"Supplement Request"</i>	Upon identification of the need for a reinspection.	<ul style="list-style-type: none"> • This event should be entered as soon as possible, not to exceed 48 hours after "At Shop." • Repair Shop must specify in the notes the reason for requesting the Supplement.
<i>"Repair Complete"</i>	When repairs are completed and the vehicle is ready for delivery.	This event should not be entered until repairs are fully complete and the vehicle is ready for delivery.

2.5 WebTracker: Guidelines for Entering Events for Returned Work

The Repair Shop is responsible for entering the following events for any vehicle that was previously picked up by a Claimant and is returned to the Repair Shop due to a valid complaint for a repair covered by a policy of insurance issued by Progressive or its Affiliates.

Event Name	When to Enter the Event	Comments
<i>"Return Referral Accepted by Shop"</i>	Upon receipt of e-referral.	Accept the referral of re-work and pick up the vehicle.
<i>"Return At Shop"</i>	Upon arrival of vehicle at repair Repair Shop.	<ul style="list-style-type: none"> The Repair Shop rep should return immediately to the Repair Shop with the vehicle and make its repairs a top priority. The Repair Shop will enter the agreed ECD.
<i>"Return Repair Completed"</i>	When repairs are completed and the vehicle is ready for delivery.	Should be marked when repairs are completed and ready for delivery.

2.6 Procedures for the Pick up and Delivery of Vehicles from a service center owned or operated by Progressive or its Affiliates

1	Upon receiving an electronic notice of a Service Center Referral from Progressive, the Repair Shop will accept the Service Center Referral electronically via WebTracker.	
2	Within two hours of accepting the referral, the Repair Shop will pick up the vehicle (including towing, if necessary) from the Progressive facility or other location specified by Progressive.	
3	Download the Estimate prior to picking up the vehicle, in order to confirm parts prices and availability.	
4	Upon completing the repairs required in accordance with this Agreement, the Repair Shop will deliver the vehicle to the Progressive facility or other location as Progressive may reasonably specify.	
	<i>If the repairs...</i>	<i>Then the Repair Shop will...</i>
	Do not pass the inspection of either Progressive or the vehicle owner,	<ul style="list-style-type: none">• Make arrangements to promptly return the vehicle back to the Repair Shop for any necessary work• Deliver the vehicle back to the Progressive facility upon completion of the repairs
5	No pickup or delivery services will charged to Progressive or the Claimant, unless otherwise required by Law.	

2.7 Guidelines for Parts Use and Variation from Estimate

If the Estimate (or Supplement or Final Estimate)...	Then the Contractor...
<ul style="list-style-type: none">• Specifies an original equipment manufactured ("OEM") part and Contractor desires to substitute a non-OEM part• States that a part should be replaced and Contractor desires to repair the existing part instead	<ul style="list-style-type: none">• Will notify Progressive.• Will NOT substitute such non-OEM part or repair, rather than replace, the existing part, without Progressive's prior written consent. <p>Note: Any repairs made pursuant to this Section are subject to Section 2.2 of the this Exhibit.</p>

2.8 Quality Assurance Program Minimum Requirements

- The Contractor will maintain and provide a quality assurance program at each Repair Shop, subject to Progressive's reasonable approval.
- The QA Program will include quality checks throughout the repair process, including a quality check by the Repair Shop prior to delivery of the vehicle to the Claimant or Progressive.

III. Estimates, Supplements, Inspections

3.1 Estimate Guidelines

- Progressive will write all Estimates and Final Estimates in accordance with Progressive's or its Affiliates' policy contract provisions applicable to the vehicle to be repaired.
- The Contractor and Progressive will establish an Agreed Price prior to beginning any vehicle repairs.
- The Contractor may, within forty-eight (48) hours after the vehicle arrives at the Repair Shop, perform minor disassembly (i.e. "tear down") of the vehicle in order to identify any damage that would be otherwise obscured.

3.2 Supplement Guidelines

Progressive will write all Supplements in accordance with Progressive's or its Affiliates' policy contract provisions applicable to the vehicle to be repaired.

- If, at any point during the course of repairs, hidden damage is discovered or if Contractor believes that the repair process described on the initial Estimate should be modified, the Contractor will:
 - Immediately contact Progressive via Web Tracker. The Contractor may continue with repairs and may order additional parts, as needed, after the Contractor contacts Progressive via Web Tracker regarding the need for a Supplement.
 - Agree to immediately discontinue repairs if requested to do so by Progressive.
- A Progressive representative may reinspect the vehicle promptly after receipt of such notice.
- Upon completion of any reinspection, the parties will determine and agree upon any additional repair work that may be necessary and any resulting Supplement.

3.3 Inspection Guidelines

The Contractor will allow Progressive to inspect vehicles before, during and after the repairs are completed in order to:

- Confirm that repairs are completed as specified on the Estimate
- Confirm any additional damages discovered by the Contractor
- Determine the quality of any repairs completed.

IV. Pricing

4.1 Charges Guidelines

- The Contractor's final Charges for the repairs will equal the total amount shown on the Estimate, including any Supplements or revisions made or approved in writing by Progressive.
- If a Progressive representative writes a Final Estimate, then the Contractor Charges will equal the total amount on the Final Estimate, and not the Estimate, Supplements or any other revision.
- Vehicles repaired under the Agreement will not be subject to storage Charges, unless otherwise agreed by Progressive in writing.
- Vehicles picked up or delivered as a result of a Service Center Referral will not be subject to towing or other transportation Charges.

4.2 Reconciliation Guidelines

Progressive will reconcile Charges to the Estimate, and any Supplement or Final Estimate to determine if the:

- (a) Work performed by the Contractor matches the Charges
- (b) Claimant will owe for any portion of the repair due to such reasons as:
 - Deductibles
 - Claimant approved non-related repairs
 - Betterment.

Note: Progressive is not obligated to pay any Charges that are:

- Not part of any Estimate, Supplement or Final Estimate
- Not agreed to by Progressive
- The responsibility of the Claimant or other third party

V. Repair Authorization, Final Invoice and Payment

5.1 Authorization and Payment Guidelines

If the vehicle is delivered to the Repair Shop as a...	Then...
Network Referral	<ul style="list-style-type: none">• Prior to beginning repairs, the Contractor will be required to obtain the Claimant's permission by means of a written repair authorization.• The Contractor is responsible for collecting the full cost of repairs from the Claimant. Generally, payments made by Progressive will be issued jointly to the Contractor and the Claimant.• Progressive reserves the right to issue payment to the Claimant and his/her lien holder.• The parties may agree to electronic forms of payment and/or batched payments.

Service Center Referral	<ul style="list-style-type: none"> • The electronic notice from Progressive to the Repair Shop to pick up the damaged vehicle will constitute the authority to begin repairs, and will be subject to the provisions of the Agreement. • Progressive will make payment for the repairs to the Contractor promptly, once the vehicle is returned to Progressive at Progressive's facility, with all required repairs completed to Progressive's satisfaction. • The parties may agree to electronic forms of payment and/or batched payments.
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5.2 Final Invoice Requirements

1. Upon completion of the repair work, the Contractor will provide the Claimant (in the case of a Network Referral) or Progressive (in the case of a Service Center Referral) with a final invoice.
2. The invoice will specify the work that was done, the amount charged and the type of replacement parts that are included in the repair.
3. The form and content of such invoice and notice regarding the use of non-OEM parts must comply with Laws.