OVERWATCH TERMS

PART OF EVERY OVERWATCH ENROLLMENT

OVERWATCH TERMS

1. PARTIES AND PURPOSE

This Agreement is between SkyView Restoration Group LLC ("SkyView") and the Owner named on page 1. SkyView is a sales and project management company for roofing and storm restoration; it is not a contractor, public adjuster or law firm, and licensed Approved Contractors perform any construction. SkyView Overwatch ("Overwatch") monitors each property listed on Schedule A (each, a "Property") for hail, wind and other storm damage. The "Effective Date" is the date Owner signs page 1. For an Owner who receives Overwatch under a SkyView Project Agreement, the Effective Date is the date Owner signs that agreement's page 1, and the Property is the property on that page 1.

2. OVERWATCH EXCLUSIVE

Overwatch Exclusive has no charge for two (2) years from the Effective Date. SkyView waives the published Overwatch fee for that period and each renewal term in exchange for Owner's exclusivity under Section 6. It renews for successive two-year terms, at no charge, unless Owner opts out. SkyView sends Owner a renewal notice 30 to 60 days before each renewal date, by email and, unless Owner has stopped texts, by text, stating the date, that the exclusivity renews, and a one-click way to opt out, and Owner may also opt out online, by email, by phone or in writing; if SkyView does not email that notice, that renewal does not occur. Each two-year period is a "term". It never converts to a paid plan or charges Owner automatically. An Owner who signs a SkyView Project Agreement receives Overwatch Exclusive under that agreement (commercial Section 51, home Section 29), and these Terms supply the details. The waiver is the price of Owner's exclusivity. It is offered on the same terms to every owner whether or not any claim is ever filed, and it never pays, reduces or credits any deductible, Contract Price or claim amount.

3. OVERWATCH STANDARD

Overwatch Standard has no exclusivity. The published fee is $19.99 per building per month or $199 per building per year, as Owner selects on page 1, billed in advance through SkyView's secure online billing (card or bank details are never written on this form); the first charge is made after the cancellation period in Section 12 ends. IT RENEWS AUTOMATICALLY for another month or year at the published fee until Owner cancels. After enrollment SkyView emails Owner a confirmation of these terms and how to cancel. For yearly billing, SkyView emails a reminder 15 to 45 days before each renewal with the price and how to cancel; for monthly billing, SkyView emails a reminder at least once a year. Owner may cancel at any time online at RoofOverwatch.com, by email to Info@SkyViewRestore.com or by phone at 866-321-VIEW; service and charges stop at the end of the paid period, and no further charge is made. SkyView may change the published fee for future periods only by email notice at least thirty (30) days before the change takes effect, stating the new fee and how to cancel; Owner may cancel before then at no charge.

4. OVERWATCH SERVICES

For each Property, SkyView will: (a) monitor hail and wind events within five (5) miles and alert Owner; (b) inspect and document the roof after a storm when SkyView judges it warranted or Owner asks, at no charge (subject only to Section 7), and give Owner a photo report; (c) inspect the roof once a year with photo documentation; (d) provide a roof condition report and online portal access; (e) provide an insurance policy checklist and, if Owner chooses, refer Owner to a third-party policy reviewer, whose fees (if any) Owner pays only if Owner hires it; and (f) give priority storm response, arranging tarping and temporary repairs at Owner's request under a separate signed work order at its stated price; and (g) for commercial Properties, provide a roof reserve forecast with the annual inspection. Weather data and alerts are informational; SkyView does not guarantee that every storm or every item of damage will be detected.

OVERWATCH TERMS

5. OWNER DECIDES ABOUT CLAIMS

Owner alone decides whether to file any insurance claim. Nothing in this Agreement requires Owner to file a claim, and Overwatch, its waived fee and its services are not a payment, rebate or inducement to file or pursue a claim. With Owner's authorization, SkyView communicates with Owner's carrier only about the physical damage and the scope, methods and cost of repairs. SkyView does not adjust, negotiate or settle claims, interpret policies or give legal or insurance advice, and is not a public adjuster or attorney. Owner may hire a licensed public adjuster or attorney at any time; Section 6 asks that SkyView inspect first and manage the repairs for any claim Owner chooses to pursue, but never limits Owner's right to hire a public adjuster or attorney. Nothing in this Agreement delays or limits Owner's notice of loss to its carrier, inspections by the carrier's own adjusters and engineers, or emergency repairs needed to protect the Property or people.

6. EXCLUSIVITY (OVERWATCH EXCLUSIVE)

During the term, if Owner chooses to pursue an insurance claim for damage to a Property from a storm that occurs after the Effective Date: (a) Owner first lets SkyView inspect and document that Property, at no charge, before any other contractor inspects it; and (b) SkyView, with an Approved Contractor, is Owner's exclusive storm inspection, documentation and project management company for that claim. (c) SkyView will inspect within five (5) business days after Owner's request (two (2) business days if there is an active leak); if it does not, Section 6(a) does not apply to that storm. For each new storm claim, Owner and SkyView sign a new page 1 of SkyView's commercial Project Agreement or Home Project Agreement, as the Property requires, which has its own ten (10) business day cancellation right (and, for homes, every right the law gives). If Owner cancels within that period, Owner owes nothing for that storm. If SkyView inspects first and Owner decides not to sign, Owner owes nothing for that storm unless Owner, or anyone for Owner, uses SkyView's post-storm inspection or documentation for the claim. Once Owner signs, the Project Agreement governs that claim.

7. IF OWNER USES SOMEONE ELSE

If, during the term, Owner pursues a claim for such a storm through another contractor without first giving SkyView the inspection in Section 6(a), or uses SkyView's post-storm inspection or documentation for a claim without signing a new page 1, Owner owes only: (1) the waived Overwatch fee at the published yearly rate ($199) for each building at that Property, or $199 per home for a residence of one to four units, prorated by month from the Effective Date through the month of that storm, less any waived fee Owner already paid under this Section for an earlier storm; and (2) SkyView's published Exhibit A rates (commercial or residential, in effect on the Effective Date, posted at SkyViewRestore.com/terms) for post-storm work SkyView performed on that storm. The total is capped at 20% of the approved replacement cost value (RCV) of that claim, and nothing is owed if that claim is denied or no claim payment is made. These amounts repay the fee waived and the value of SkyView's work; they are not a penalty and not a percentage of any claim. SkyView will send an itemized invoice with its records, due fourteen (14) days after Owner receives it; Owner may object in writing within ten (10) business days, and any disputed amount is resolved under Section 15. These are the only amounts owed for a breach of Section 6.

8. STORMS DURING ENROLLMENT

Sections 6 and 7 continue to apply to a storm that occurred while a Property was enrolled in Overwatch Exclusive, but only to a claim on that storm first made within twelve (12) months after the storm, even if enrollment has ended.

9. ACCESS

Owner authorizes SkyView, its inspectors and its drone operators (where lawful) to access the roof and exterior of each Property for the Overwatch Services on reasonable notice, and the interior only with Owner's consent. Owner will tell SkyView about known hazards and site rules.

10. PHOTOS AND REPORTS

SkyView owns the photos, videos and reports it creates and gives Owner copies of reports. SkyView may use photos that do not identify Owner or the Property address in its marketing and training.

OVERWATCH TERMS

11. CALLS, TEXTS AND ELECTRONIC SIGNATURES

Owner agrees that SkyView and its service providers may send storm alerts, inspection reminders, reports and Overwatch notices by phone, email and text, including automated informational texts, at the numbers and emails Owner gives. Message and data rates may apply; message frequency varies; reply STOP to stop texts or HELP for help. Consent is not a condition of enrolling. Promotional offers are not sent by automated text without Owner's separate written consent. This Agreement may be signed electronically, each signature applied by the person signing. SkyView handles Owner's information as stated in its Privacy Policy at SkyViewRestore.com/privacy and does not sell it; mobile numbers and texting consent are not shared with third parties for their marketing. Overwatch notices, including renewal notices under Section 2, are informational.

12. ENDING OVERWATCH

Owner may cancel this Agreement within ten (10) business days after signing, or any longer period state law allows, using the Notice of Cancellation or any written notice, and owe nothing; any payment is refunded within ten (10) business days. After that, Owner may end Overwatch for any or all Properties at any time, at no charge, online at RoofOverwatch.com, by email to Info@SkyViewRestore.com, by phone at 866-321-VIEW or by written notice; Sections 7 and 8 still apply to storms that occurred before the notice. SkyView may end Overwatch on thirty (30) days' written notice and will refund prepaid Standard fees for unused full months; if SkyView ends it, the exclusivity in Sections 6 to 8 ends on the end date, and nothing is owed under Section 7 for a claim made after that date. If Owner cancels a SkyView Project Agreement under its cancellation section (commercial Section 20; home Section 12, including cancellation after an insurance decision), Overwatch Exclusive under that agreement ends too, at no charge. "Business day" has the meaning in Owner's SkyView Project Agreement for that Property (if none, any day except Saturday, Sunday and federal holidays).

13. SALE OF A PROPERTY

If Owner sells a Property, Owner will tell SkyView before closing. Enrollment for that Property may transfer to the buyer if the buyer agrees; otherwise it ends at closing, and Sections 7 and 8 continue for storms before closing.

14. LIMITS OF LIABILITY

Overwatch is a monitoring and inspection service, not insurance, a warranty or a guarantee that damage will be found. SkyView is not liable for storm damage itself or for indirect, incidental or consequential damages. SkyView's total liability under this Agreement is limited to the greater of the Overwatch fees Owner paid in the prior twelve (12) months or $500, except for SkyView's gross negligence or willful misconduct. Each party is responsible for its own negligence.

15. DISPUTES

The parties will first try to resolve any dispute in good faith, then by mediation (SkyView pays the mediator's fee for a homeowner; otherwise costs are shared equally), before filing suit in the county where the Property is located. The law of the state where the Property is located governs. Where the law allows, the prevailing party may recover reasonable attorney fees and costs, except that a homeowner never pays SkyView's fees on a claim brought in good faith. If Owner has a SkyView Project Agreement, disputes about Overwatch are resolved under that agreement's dispute section. Either party may bring a claim in small claims court. Nothing here limits any right a homeowner has under consumer protection law.

16. TRANSFER

SkyView may assign this Agreement, Overwatch and its rights to fees, and transfer Owner's contact information and Property records, to an affiliate or to a successor in a merger or sale of SkyView or of its Overwatch business; the successor will honor these Terms, and Owner's consents to calls and texts extend only to a successor that acquires SkyView or its Overwatch business, not to an affiliate unless Owner agrees. Owner may assign only as stated in Section 13. Owner's rights under these Terms, including the right to end Overwatch and the limits in Section 7, do not change on a transfer.

17. GENERAL

This Agreement (page 1, Schedule A, these Terms, the Exhibit A rates referred to in Section 7 and the Notices of Cancellation) is the entire agreement about Overwatch. If Owner also has a SkyView Project Agreement, that agreement governs the project and its claim, and if its Overwatch section differs from these Terms, that section controls. Changes must be in writing signed by both parties. An unenforceable term is limited only as needed and the rest stays in effect. Notices go to Info@SkyViewRestore.com and the mailing address posted at SkyViewRestore.com/terms, and to Owner at the email on page 1.

SCHEDULE A · ENROLLED PROPERTIES

Every property listed is enrolled under the plan checked on page 1. Owners who receive Overwatch under a SkyView Project Agreement do not complete this schedule; their Property is the property on that agreement's page 1. Add properties on another copy of this page; each added page is signed or initialed by Owner and SkyView.

#	PROPERTY ADDRESS	BUILDINGS	ROOF SQ FT	TYPE
1				☐ Commercial ☐ Home
2				☐ Commercial ☐ Home
3				☐ Commercial ☐ Home
4				☐ Commercial ☐ Home
5				☐ Commercial ☐ Home
6				☐ Commercial ☐ Home
7				☐ Commercial ☐ Home
8				☐ Commercial ☐ Home
9				☐ Commercial ☐ Home
10				☐ Commercial ☐ Home
11				☐ Commercial ☐ Home
12				☐ Commercial ☐ Home
13				☐ Commercial ☐ Home
14				☐ Commercial ☐ Home

Owner initials _____ SkyView initials _____ Date _____