PART OF EVERY PROJECT AGREEMENT

TERMS AND CONDITIONS

HOW THESE TERMS APPLY

These Terms are part of the Project Agreement. The Direction to Pay and Escrow Instructions are instructions Owner gives under it; if they conflict with these Terms, the more specific provision controls. The version signed and the Exhibit A rates in effect on the date Owner signs page 1 apply to this project; later posted versions do not. Owner FAQs that explain this Agreement in plain words are posted at SkyViewRestore.com/faq and attached at the end of the full Agreement; they are not part of the Agreement, and these Terms control if anything differs. Commercial properties only.

1. ROLES AND DEFINITIONS

"Owner" is the property owner who signs page 1. "Property" is the property at the address on page 1, including every building in the scope. "Contractor" is the Approved Contractor SkyView names as contractor of record, licensed and insured as the law requires where the Property is located (its license and registration numbers are available on Contractor's website and from SkyView on request), or any Approved Contractor that replaces it under Section 15, 16 or 34. SkyView names it by written notice (Form 1) after Approval and before Form 9 is signed; Form 1 includes Contractor's certificate of insurance, and Contractor signs it, itself or through SkyView as its authorized agent, to assume this Agreement, including Sections 21 and 30; Owner may object as stated in Section 15, or ask SkyView to offer the role to Owner's own contractor under Section 16. An "Approved Contractor" is a contractor, licensed or registered where the law requires, that has signed SkyView's Contractor Services Agreement and is on SkyView's Approved Contractor list, posted at SkyViewRestore.com/contractors. "SkyView" is SkyView Restoration Group LLC, which signs as Contractor's authorized agent and inspects, documents, writes the scope, and manages the project's paperwork, scheduling and communications. SkyView itself is not a contractor, public adjuster or law firm. **SkyView Roofing LLC.** SkyView's affiliate SkyView Roofing LLC is a separate company and an operating roofing contractor in Texas and Wyoming, where it holds any license or registration the work requires, and is one of SkyView's Approved Contractors. It is not licensed in other states; there, SkyView represents other Approved Contractors licensed where the Property is located. Where SkyView Roofing LLC may lawfully perform the work, it has the first option, at its choice, to be named Contractor, exercised before Form 1 names Contractor; if it does not, SkyView names another Approved Contractor. SkyView Roofing LLC is responsible for the work only on projects where it is Contractor. SkyView uses its own name on every project, whichever company builds it, so Owner always knows who is representing the project and can research SkyView as well as Contractor. Owner's price, and every amount Owner may owe under this Agreement, is the same whichever Approved Contractor builds the project. "Business day" means any day except Saturday, Sunday and federal holidays. "Approval" means the carrier's written approval of all or part of the claim. The "Final Cap-Out Sheet" is the statement SkyView and Contractor (or SkyView alone under its agreement with Contractor) sign at completion dividing Contractor's funds between them; it never changes Owner's price. The "Escrow Agent" is Build Safe Escrow (BuildSafeEscrow.com), or another independent escrow agent SkyView names in writing before any claim money is deposited, licensed or legally exempt where the Property is located. "Completion" is the completion date on the Certificate of Completion (Form 5), or, if Owner does not sign it within ten (10) business days, the date Contractor gave written notice that all approved work was complete. For emergency and mitigation work, Completion is the earlier of the performing contractor's final invoice date or thirty (30) days after its equipment is removed or the certificate of dryness is issued. SkyView is also a party in its own right to every Section that names SkyView, and does not perform, supervise or direct construction. A project may have two parts: emergency and mitigation work, and the build-back; "Contract Price of every part" means the build-back Contract Price plus the performing contractor's unpaid emergency and mitigation invoices.

2. NOT A PUBLIC ADJUSTER OR ATTORNEY

SkyView and Contractor are not public adjusters, insurance adjusters, appraisers, umpires or attorneys, and are not licensed as such. They do not represent Owner on the insurance claim, act on Owner's behalf with the carrier, negotiate, adjust, appraise or settle the claim, interpret the policy, or advise on coverage, claim value or Owner's legal rights. Their communication with the carrier is limited to the construction work: the physical damage they documented, and the scope, methods and price of the repairs. Owner makes every decision about the claim, and no one has promised Owner any claim result. SkyView never cashes or keeps insurance checks and endorses them only "for deposit only" to the Escrow Agent or Contractor under Owner's Limited Power of Attorney (Form 15); once a check is deposited, SkyView does not hold or control the funds (Section 54). Neither pays or receives fees, referral payments or anything else of value to or from any public adjuster. Owner may hire a licensed public adjuster or attorney at any time, or none; Section 51 (Overwatch) asks that SkyView inspect first and manage any new storm claim Owner chooses to pursue, and never limits Owner's right to hire a public adjuster or attorney. On Owner's request SkyView may give Owner the names of licensed public adjusters, but SkyView does not present, deliver or collect any public adjuster contract, and Owner chooses independently.

3. AUTHORIZATION TO INSPECT, TEST AND DOCUMENT

Owner authorizes SkyView, Contractor and the engineers and testing firms they use to enter the Property, including roofs, interiors, attics and ceiling spaces, and to inspect, measure, photograph and fly drones. Owner also authorizes core samples, test cuts, moisture surveys, infrared scans, material and other samples, laboratory testing and engineering review as needed to document the damage and write the scope. Core cuts and test openings are made and sealed watertight the same day by a licensed contractor or testing firm SkyView arranges. Samples, photos and results may be kept and shared with Owner, Owner's carrier, engineers, public adjuster and attorney. Engineering reports and laboratory tests are ordered only after Owner approves by text or email.

4. AUTHORIZATION FOR TEMPORARY REPAIRS AND TARPING

Until Contractor mobilizes to build, Owner authorizes SkyView, as Contractor's agent, to arrange for a licensed contractor on SkyView's Approved Contractor list, under its own contract or as Contractor's subcontractor, to perform leak repairs, temporary repairs, tarping, shrink-wrap, board-up, temporary fencing and temporary power to prevent further damage. The performing contractor contracts for the work and is solely responsible for how it is done, permits, insurance, safety and its warranty; SkyView coordinates and advances payment as a service only and does not perform or direct the work. Owner will report new leaks promptly. SkyView gets Owner's approval by text or email before any single temporary repair or tarping job over $5,000, unless Owner cannot be reached within four (4) hours and delay risks further damage, and gives Owner the invoice, with any photos, within ten (10) business days after the work. Temporary work is protective only and carries no warranty.

5. WHO PAYS FOR TESTING, REPAIRS AND EMERGENCY WORK

Owner never pays Emergency Work from its own funds unless Owner breaks the deal (Section 5(b)). SkyView pays the outside engineers, consultants, testing firms and laboratories it brings in, and Owner never pays them when the approved work is built by an Approved Contractor; if approved items are cancelled, Owner reimburses their cost for those items as Expert Costs under Section 18. Otherwise testing under Section 3 is billed only as part of a Cancellation Fee or SkyView Project Fee. "Emergency Work" means leak repairs, temporary repairs, tarping, shrink-wrap, board-up, temporary fencing and temporary power, emergency mitigation services (water, fire and smoke) and mold remediation performed on the Property under this Agreement or a performing contractor's signed work order.

"Expert Costs" means the invoiced charges of outside engineers, consultants, testing firms and laboratories SkyView engages. (a) **Paid first from claim funds.** All Emergency Work is paid at its full billed amount (the performing contractor's signed work order or invoice price, or, for work SkyView arranges, what SkyView paid plus 15%, or, for repairs under (f), the Exhibit A pricing in (f)) from the first claim funds received, before any other release and before Expert Costs, escrow fees or any fee, including from claim funds for cancelled items, whether or not the carrier approves those items and even if the carrier pays less than the invoiced price for them. (b) **Never from Owner's own funds while Owner keeps the deal.** It is never paid from the deductible, upgrade or depreciation deposits or other Owner money; if the claim is denied, not covered or short, Owner owes nothing more for it. **If Owner breaks the deal.** If, after the period in Section 20, Owner withdraws or abandons the claim, hires another contractor or restoration company, or blocks the claim (Section 18, Before the carrier decides), or cancels approved items, Owner pays directly, from any source, any Emergency Work that claim funds have not paid within fourteen (14) days after invoice. (c) **When Owner builds.** Emergency Work the carrier does not pay reduces only the claim funds available for the build-back; Owner's cost stays as stated on page 1, and Owner owes no part of the resulting build-back shortfall. (d) **When approved work is not built.** If the claim is approved and any approved work is not built with an Approved Contractor, all Emergency Work is paid in full from the claim funds, in addition to any Cancellation Fee under Section 18. (e) **Objections; price accepted.** Owner may object in writing within thirty (30) days after receiving an Emergency Work invoice only that the work was not performed or that the invoice exceeds the quantities or rates in the signed work order (or, for work SkyView arranged, what SkyView paid plus 15%; for repairs under (f), the Exhibit A pricing in (f); otherwise, if there is no work order, prevailing Xactimate pricing for the area) or this Section, or, for work SkyView arranged, that the contractor's price clearly exceeds the usual local price for that work; undisputed amounts are paid. If Owner does not object in writing within that time, Owner accepts the invoiced price as the final price for that work, whatever the carrier later approves for it. (f) **Repairs Owner asks for.** When Owner asks SkyView or Contractor, by phone, text or email, to fix leaks or make other repairs before the build (for example, five roof leaks), that work is Emergency Work under this Section, done by a licensed contractor SkyView arranges (which may be SkyView Roofing LLC where it may lawfully do the work) and priced at the Exhibit A rate for repairs Owner requests (a service call for the trip, leak investigation and assessment, plus repair labor and materials at the performing contractor's invoiced price, plus 15% only when SkyView advances payment to a contractor that is not its affiliate), the same whichever licensed contractor performs it. SkyView includes the completed repairs, with their invoice and any photos, in the estimate it submits to the carrier, and delivers the invoice to Owner at the same time. Tarping and repairs SkyView arranges (including through SkyView Roofing LLC) are paid to SkyView at the full invoiced price unless Owner objects under (e).

6. THE INSURANCE CLAIM

Owner is the policyholder and is responsible for presenting the claim. Owner will give SkyView and Contractor copies of claim documents promptly after receiving them. Contractor may submit its scope, photos, test results and supplements to the carrier and Owner's representatives on construction scope and price only.

7. CONTRACT PRICE

The Contract Price is the insurance-approved scope, including approved supplements, code items and overhead and profit, unless Owner elects to pay a difference under the next paragraph. The Contract Price also includes upgrades and added work, which are made only by a change order Owner signs. After Approval, Owner and Contractor confirm the approved scope and Contract Price on Form 9. SkyView notifies Owner in writing of each approved supplement. Emergency Work (Section 5) and mitigation (Section 52) are billed on the performing contractor's own invoices and are not part of the build-back Contract Price or the Schedule 1 milestones. **If the carrier approves less than our estimate.** If, after Approval and any supplements Contractor submits, the carrier's approved amount for the work is less than Contractor's estimate (including its Xactimate estimate), SkyView, as Contractor's agent, decides in its sole discretion, and in good faith based on what it costs to build the approved scope properly, whether Contractor will build for the approved amount, and tells Owner its reasons in writing. If SkyView accepts it, Contractor rewrites its scope to match the approved scope and builds it for that amount. SkyView is never required to accept it. If SkyView does not, it tells Owner the difference in writing, and within ten (10) business days Owner chooses, in writing, either (a) to pay the difference, which is added to the Contract Price and deposited with the Escrow Agent before materials are ordered, or (b) to cancel the work, which becomes cancelled items under Section 18 with the Cancellation Fee, never more than the claim funds received for those items. The choice is Owner's; SkyView sends a written reminder at least five (5) business days before the deadline, and if Owner still does not choose in time, (b) applies.

8. DEDUCTIBLE

Owner deposits the full deductible with the first claim payment, and in any case before materials are ordered, deposited with the Escrow Agent or, if SkyView has agreed in writing to no escrow under Section 12, paid to Contractor. Nobody pays, waives, rebates or credits any part of it.

9. NON-RECOVERABLE DEPRECIATION

Before materials are ordered, Contractor tells Owner in writing the amount of any non-recoverable depreciation. Owner may proceed and pay it, or decline and pay the Cancellation Fee for that work, never more than the claim funds received for those items. Owner pays nothing beyond the deductible for items the carrier pays at full replacement cost. **Actual cash value (ACV) and withheld depreciation.** If the carrier pays only actual cash value (ACV) under the policy, or will not pay depreciation even after the work is completed, and Owner does not pay or arrange the difference within ten (10) business days after Contractor's written notice, the affected approved items are cancelled items under Section 18. Depreciation the carrier will release after completion is not a reason to cancel; it is paid under Section 13. The Cancellation Fee on those items is capped using their Cap Value under Section 18, even though only ACV has been paid, but never exceeds the claim funds received for those items (allocated by the carrier's line-item ACV). Owner authorizes the Escrow Agent to pay the undisputed Cancellation Fee to SkyView from claim funds it holds that are not needed for work being built, and Owner pays any balance when due under Section 18.

10. NO APPROVAL, NO FEE

If the carrier denies the claim in writing or there is no coverage, this Agreement ends and Owner owes nothing to SkyView or Contractor, except amounts Owner already owed under Sections 5(b) or 18 for withdrawing, switching companies or blocking the claim before the denial. If only part of the claim is approved, the approved work goes forward. An approval under which no payment is due after the deductible is treated as a denial. Emergency Work is paid from any claim funds under Section 5. If a denial is reversed or the claim is reopened and paid within twelve (12) months after the denial, this Agreement is reinstated as to the paid work if SkyView's work product was used for that claim; if Owner has already contracted another contractor for that work, only Section 47 applies. Owner keeps Overwatch under Section 51 either way.

11. ESCROW

All claim payments for the building and the work are deposited with the independent Escrow Agent and released as stated in the Escrow Instructions and Schedule 1. Owner signs the Limited Power of Attorney (Form 15) so SkyView can endorse claim checks "for deposit only" to the Escrow Agent or Contractor, deliver them, and sign the Escrow Agent's forms for Owner. Each Approved Contractor pays SkyView's sales and project management fees out of its own price; this never changes Owner's price. Owner pays no escrow fees when it builds the full approved project; if approved items are cancelled, Expert Costs (Section 18) and then the escrow fees are paid from the claim funds for the cancelled items first after any unpaid Emergency Work (Section 5), with that fee, as the Escrow Instructions state. At Owner's request, SkyView may agree in writing to no escrow, and Section 12 then applies.

12. PROJECTS WITHOUT ESCROW

If SkyView agrees in writing, including by email, that the project will not use an escrow agent, or any claim payment is not deposited with the Escrow Agent for any reason, Owner still owes every amount under this Agreement exactly as if it had been: the Contract Price, deductible, any non-recoverable depreciation and upgrades, Emergency Work under Section 5 (paid first, from claim payments only), any Cancellation Fee and any SkyView Project Fee. Owner may have claim payments for the building and the work issued jointly to Owner and Contractor and will endorse each one to Contractor within five (5) business days, applied to the Contract Price; otherwise Owner holds them in trust and pays Contractor each 25% milestone within five (5) business days after it is reached (or after the claim payment for it is received, if later), and pays any Cancellation Fee or SkyView Project Fee to SkyView as stated in these Terms. Owner's other duties, including notice of payments, cooperation and claim updates, are unchanged.

13. PAYMENTS FOLLOW THE CLAIM

Whether or not escrow is used, the Contract Price is paid in four 25% milestones under Schedule 1, and Owner deposits the deductible with the first claim payment. On completion Contractor provides its final invoice and completion papers, and Owner sends them to the carrier within five (5) business days. If funds on deposit are short of a milestone, the rest is paid when the carrier pays, such as recoverable depreciation after completion. Owner pays the Contract Price only from claim payments for the building and the work, the deductible, and items Owner approves in writing; if the carrier pays less, Owner owes no shortfall, except a difference Owner chooses to pay under Section 7 or under Sections 14, 22 and 25 for Owner's uncured breach.

14. OWNER COOPERATION

Owner will sign papers within five (5) business days after a request, and send or deliver claim checks as Section 45 and the Direction to Pay state. If Owner does not cure a failure to cooperate within ten (10) business days after written notice, amounts the carrier does not pay as a result are owed by Owner directly.

15. CONTRACTOR OF RECORD AND REASSIGNMENT

By written notice to Owner, SkyView may reassign the work to another Approved Contractor at the same price and terms if Contractor does not start on time, loses a required license or insurance, does not cure a default after written notice, or consents. Owner may object in writing within five (5) business days only for reasonable cause, such as the new contractor lacking a required license or insurance or having a documented record of poor work. If Owner objects for reasonable cause, SkyView will propose another Approved Contractor; if Owner has reasonable cause to object to two proposed contractors, Owner may end this Agreement as to the remaining work, owing no Cancellation Fee or SkyView Project Fee and paying only for work performed. The same objection right applies when SkyView first names Contractor on Form 1. An objection without reasonable cause does not end this Agreement, and Section 18 applies to any approved work Owner does not build with an Approved Contractor.

16. CHANGING BUILD CONTRACTORS

After Approval Owner may change contractors. If another Approved Contractor takes over, no fee is owed. **Owner's own contractor.** If Owner wants a contractor of its choosing to build, Owner tells SkyView in writing who it is before that contractor starts. SkyView will in good faith offer that contractor Approved Contractor status (or the role of Contractor's subcontractor) on SkyView's standard terms, if it is licensed and insured as the law requires. If that contractor accepts, it is an Approved Contractor for the project, page 1 applies unchanged, and no Cancellation Fee, work product use fee or SkyView Project Fee is owed for its work. If any other contractor builds approved work, the Cancellation Fee under Section 18 is owed on that work (Owner may direct that contractor to pay it under Section 46). Contractor charges no fee for the change, is paid only for work it performed, and hands over the file within three (3) business days.

17. SKYVIEW PROJECT FEE

The SkyView Project Fee is SkyView's published Exhibit A rates for work actually done, including testing and the related Exhibit A travel charges. It is never calculated as a percentage of any insurance claim or payment, and as a ceiling only it cannot exceed 20% of the replacement cost value, in SkyView's written scope, of the work built using SkyView's work product. When a contractor outside the Approved Contractor list builds work using SkyView's work product, the fee is twenty percent (20%) of that contractor's price for that work, subject to the same ceiling. It applies only under Section 47 or as Owner agrees in writing. It is due within fourteen (14) days after a Form 6 invoice, is paid to SkyView from escrow as stated in Escrow Instructions paragraph 3, and is never added to a Cancellation Fee for the same work.

18. CANCELLATION FEE

Why this fee exists. SkyView's goal is to see Owner's approved work built; when an Approved Contractor builds it, Contractor, not Owner, pays SkyView. Owner may still decide not to build (for example, to sell the Property). Because SkyView does most of its work before any claim money is paid, the Cancellation Fee pays SkyView only for work it actually performed, at its published rates and within the ceiling below; it is never a penalty, profit on unbuilt work or a percentage of the claim. Except as stated in Sections 10, 15, 16, 20 and 34, if the claim is approved, Owner owes a Cancellation Fee on every approved item that is not built by Contractor or another Approved Contractor, whether the whole job or a single line item, due within fourteen (14) days after invoice. **Every approved line item Owner removes from the scope, declines, does not let Contractor build, or has a contractor other than an Approved Contractor build is a cancelled item.**

How it is calculated. The Cancellation Fee is SkyView's published Exhibit A rates for the services actually performed on the project, such as inspection, documentation, specifications, reports, SkyView's own testing (not Expert Costs), meetings, consultant and staff time, file reviews and file administration, plus the Exhibit A travel, lodging and meals per diem charges for trips made to perform those services, shown on the invoice. **Partial builds.** SkyView's pre-approval work is performed for every approved item, so all of it counts toward the Cancellation Fee on the cancelled items, and it is not divided among or credited to the items that are built. Building part of the work, and Contractor's payments to SkyView on built items (which pay for SkyView's sales and project management of that construction), never reduce or waive the fee on cancelled items, and no service is paid for twice. Draw packages and progress reporting on built work are not included. Each invoice shows each service category with its quantity or hours, amount and the cap, with SkyView's dated service, time and travel records (including the mapped route) attached. It is pay for work performed (including the related Exhibit A travel charges) or for the use of SkyView's work product, never a percentage of any insurance claim or payment. **Ceiling.** As a ceiling only, it never exceeds ten percent (10%) of the Cap Value of the cancelled items if the Cancellation Date is within four (4) months after Owner signs page 1, or twenty percent (20%) of it after that. The **Cap Value** is (a) for roof systems, the measured roof area of the cancelled roof systems times the Cap Valuation Rates in Exhibit A; and (b) for all other work, and roof systems Exhibit A does not list, the replacement cost value in SkyView's Xactimate estimate at the current local price list, as revised with supplements. SkyView sends Owner a copy of that estimate and each supplement; Owner may object in writing to its items or pricing within ten (10) business days after receiving it, and otherwise it is accepted as the Cap Value for that work. Contents, business income, extra expense and Emergency Work are excluded. The **Cancellation Date** is the date Owner gives written notice of cancellation or, if earlier, the date of the event that makes an item cancelled. The Cap Valuation Rates are the standard rates SkyView's Approved Contractors have adopted for these roof systems; they set only this ceiling and are not a quote or an estimate of Owner's claim.

Final approved value. If the carrier has made a final decision on the cancelled items by the date of SkyView's invoice, the fee also never exceeds twenty percent (20%) of the carrier's final approved replacement cost value of those items, when that is lower. A **final decision** is the carrier's last written decision after every supplement, reinspection, reconsideration or appraisal requested by Contractor or Owner is finished or its time has passed. An initial, partial, advance or undisputed payment or offer is not a final decision, and neither is a decision Owner accepts, or a dispute Owner drops or settles, while a supplement, reinspection or appraisal for the work is still pending.

Expert Costs on cancelled items. SkyView covers its outside experts when the approved work is built (Section 4). On cancelled items, Owner also owes the Expert Costs for those items, in addition to the Cancellation Fee and outside its ceiling: the experts' invoiced charges, at their cost with no markup, that SkyView paid or owes for work on the cancelled items, and, for an expert's work that covered both cancelled and built items, the share of its charges equal to the cancelled items' share of the total approved RCV. Each expert charge is billed once, as an Expert Cost. Expert Costs are shown on Form 6 with the experts' invoices attached and are paid from the claim funds for the cancelled items first after any unpaid Emergency Work (Section 5), before escrow fees and the Cancellation Fee. They never exceed the carrier's approved amount for the cancelled items or, if the carrier paid only ACV for them, the claim funds received for them, and they are never owed if the claim is denied before Owner cancels or Owner cancels under Section 20.

Work product use fee. If a contractor other than an Approved Contractor builds any cancelled items using SkyView's scope, estimate, specifications or measurements, the Cancellation Fee on those items together is twenty percent (20%) of those contractors' total price for building them (or, if Owner does not provide that price within ten (10) business days after SkyView's written request, SkyView's written estimate of that price at prevailing local construction pricing, which Owner may dispute under Section 35), still subject to the ceiling above. The parties agree that, when this Agreement is signed, SkyView's loss from such use is difficult to measure and this amount is a reasonable estimate of the value of SkyView's work product, not a penalty. If Owner gives SkyView that contractor's signed statement that it built from its own measurements and scope, without SkyView's documents, only the Exhibit A amount applies unless SkyView shows otherwise. It is a fee for use of SkyView's work product, not a percentage of any insurance claim or payment.

Direction to pay on cancellation. If approved items are cancelled, Owner irrevocably directs every person holding claim funds for the Property, including Owner's insurance carrier, public adjuster, attorney, mortgage holder and the Escrow Agent, to pay SkyView directly from those funds the undisputed amounts Owner owes on the cancelled items (unpaid Emergency Work, Expert Costs and the Cancellation Fee), as shown on Form 6, once the objection period for that invoice ends (Sections 5(e) and 35). SkyView may give a copy of this Agreement and the invoice to any of them as Owner's instruction, Owner will sign any further direction they require within five (5) business days after request, and Owner will not direct them to release those amounts to anyone else while they remain owed. If any of them will not pay SkyView directly, Owner directs it to hold those amounts as disputed funds, not released to Owner, until Owner and SkyView sign a payment agreement, which Owner signs within five (5) business days after request; Owner then pays SkyView as soon as Owner receives the funds. This is a direction to pay, not an assignment of insurance benefits or of the claim, and it covers only those amounts.

Who is paid and how. The Cancellation Fee is owed to Contractor (or, if no Contractor has yet been named, to SkyView directly), which has assigned it to SkyView. It is paid to SkyView from claim funds in escrow under the Escrow Instructions after a Form 6 invoice and the Section 35 objection period; any balance not covered is paid by Owner to SkyView directly. Owner will not assert against SkyView, as assignee, any claim or defense Owner has against Contractor, except defenses the law does not allow Owner to waive. It is never added to a SkyView Project Fee for the same work, a lower state limit applies where one exists, and once it, any Expert Costs and any Emergency Work are paid, Owner owes nothing further for the cancelled work.

Before the carrier decides. After the period in Section 20 and before the carrier's written decision, if Owner withdraws or abandons the claim (not filing a claim, or a carrier's delay, is not a withdrawal), hires another contractor or restoration company, or refuses access or claim documents and does not fix it within ten (10) business days after notice, Owner owes a Cancellation Fee at SkyView's rates for services performed to that date, never more than the ceiling above, figured on the Cap Value of the work in SkyView's scope, plus the Expert Costs SkyView paid or owes to that date, at cost and outside that ceiling and the approved-amount limit. Hiring a public adjuster or attorney is not a withdrawal, and nothing is owed under this paragraph for a contractor default (Section 34) or if the carrier denied the claim before Owner's action. If the claim is later approved and not built by an Approved Contractor, the fee on the approved items replaces this amount, less what was paid under this paragraph.

19. EMERGENCY SERVICES

Emergency Work is paid under Section 5, and mitigation work orders are governed by Section 52. Changing contractors or cancelling never reduces payment for Emergency Work already done. Emergency Work, including repairs under Section 5(f), is never part of the Cancellation Fee or its cap; it is paid in addition to it.

20. RIGHT TO CANCEL

Owner may cancel this Agreement at no cost within ten (10) business days after signing, or any longer period required by state law, using the Notice of Cancellation or any other written notice. Any payments are refunded within ten (10) business days. Cancelling also ends Section 51 (Overwatch) at no charge. Cancelling does not affect payment, from claim funds only under Section 5, for Emergency Work performed before cancelling at Owner's request or as authorized under Section 4.

21. WARRANTY

Contractor's workmanship warranty is stated in Contractor's build contract or warranty certificate for the project, given to Owner with Form 1 or before work starts, and is never less than two (2) years after completion. Manufacturer warranties pass through to Owner. The warranty does not cover temporary work, damage from later storms beyond the system's rating, abuse, or work by others.

22. LATE PAYMENT AND ATTORNEY FEES

Amounts not paid when due bear interest at 1.5% per month or the highest lawful rate, whichever is lower, and a one-time late charge of five percent (5%) of the unpaid amount (or the highest lawful amount, if lower), which the parties agree is a reasonable estimate of the cost of handling and collecting a late payment. No amount is due before Owner's objection period for that invoice ends, and no amount is late while the Escrow Agent holds it awaiting release under the Escrow Instructions. Owner also pays all of SkyView's costs of collecting any amount Owner owes, including collection agency fees (a percentage of the amount collected where the law allows), court, arbitration and attorney fees, on top of any fee and never limited by any cap. The prevailing party in any dispute recovers reasonable attorney fees and costs.

23. DISPUTE RESOLUTION

Disputes go first to good-faith discussion and mediation, and then to binding arbitration under the American Arbitration Association Construction Industry Rules in the county where the Property is located. Hearings may be held by video. Any party may seek lien or provisional relief in court while arbitration is pending. This arbitration agreement is governed by the Federal Arbitration Act. Any party may instead bring a claim within the small-claims limit in court, and SkyView may bring a claim in court to collect any invoice Owner did not dispute in writing under Section 35. EACH PARTY WAIVES TRIAL BY JURY.

24. GOVERNING LAW

This Agreement is governed by the law of the state where the Property is located.

25. OWNER BREACH TREATED AS CANCELLATION

After approval, if the work cannot go forward because Owner refuses access, withholds claim documents, or fails to sign, endorse or deposit funds on time, Contractor or SkyView may give written notice. If Owner does not fix the problem within ten (10) business days, the Cancellation Fee is owed as if Owner had cancelled the affected work.

26. COMMENCEMENT OF WORK

"Commencement of Work" means the earliest of: Contractor bringing labor or equipment to the Property or delivering materials; any physical work under the approved scope; or Contractor incurring a non-refundable cost Owner approved in writing. Testing, temporary repairs and tarping under Sections 3 and 4 are not Commencement of Work.

27. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Owner, SkyView and Contractor each waive claims against the others for special, indirect, incidental, consequential or punitive damages, including lost rents, lost profits, business interruption or loss of use, however the claim is made. This does not limit Contractor's warranty, any party's duty to pay amounts owed under this Agreement, indemnity for third-party claims under Sections 29 and 30, or any liability that cannot be limited by law.

28. LIMIT OF SKYVIEW'S LIABILITY

SkyView does not perform construction. SkyView's total liability for all claims arising out of this Agreement or the project is limited to the greater of the fees SkyView actually received for the project or the amount paid under SkyView's liability insurance for the claim, except for SkyView's own gross negligence or willful misconduct. Contractor's liability for its work is not limited by this Section.

29. OWNER INDEMNITY

Owner will defend, indemnify and hold harmless SkyView, Contractor and their owners, employees, agents and subcontractors from third-party losses, claims and expenses, including reasonable attorney fees, to the extent caused by conditions at the Property that existed before the work, work by anyone other than SkyView, Contractor, their subcontractors or contractors SkyView arranged, unauthorized access by others, Owner's breach or violation of law, or the negligence or misconduct of Owner or its tenants, employees or contractors, and not to the extent caused by the negligence or misconduct of SkyView, Contractor or their subcontractors.

30. CONTRACTOR AND SKYVIEW INDEMNITY

Contractor will defend, indemnify and hold harmless Owner from losses, claims and expenses, including reasonable attorney fees, to the extent caused by the negligence or misconduct of Contractor or its employees or subcontractors, or by unpaid subcontractor or supplier claims for Contractor's work. SkyView will do the same to the extent caused by its own negligence or misconduct in arranging testing, temporary repairs or tarping.

31. RELEASE FOR PRE-EXISTING AND HIDDEN CONDITIONS

Owner releases SkyView and Contractor from claims arising out of conditions that existed before the work and are not in the approved scope, including structural defects, concealed rot, prior water intrusion and existing mold, asbestos or other hazardous materials. This does not apply to mitigation or remediation work that is itself the contracted scope, or to loss to the extent SkyView's or Contractor's negligence disturbs, spreads or worsens the condition.

32. UNFORESEEN CONDITIONS AND HAZARDOUS MATERIALS

If concealed conditions are found (such as rotted decking, structural problems, code items or hazardous materials), Contractor documents them, notifies Owner and submits them as a supplement where they relate to the covered loss, or prices them by a change order Owner signs before that work is done, at Contractor's stated price. Affected work may pause until approved, with the schedule extended day for day. Hazardous materials are handled only by licensed firms.

33. RIGHT TO CURE

Before claiming a default, Owner must give written notice describing the problem. SkyView or Contractor then has ten (10) business days to fix it, or longer if the fix is started within that time and pursued diligently. This does not apply to emergencies threatening the Property or people.

34. OWNER'S RIGHT TO END FOR CONTRACTOR DEFAULT

If Commencement of Work does not occur within one hundred eighty (180) days after Approval (or the start date Owner and Contractor agreed in writing; the period does not run while the first claim payment, the deductible, Form 9 or a Section 7 choice is pending or while milestone funds are not on deposit), or Contractor does not cure a default after notice under Section 33, Owner may end this Agreement as to the remaining work or ask SkyView to assign another Approved Contractor at the same price. No Cancellation Fee or SkyView Project Fee is owed in that case, and Owner pays only for work performed. Contractor, and SkyView as to its share of the excess, refund to escrow within ten (10) business days any amount released that exceeds the value of work performed and materials delivered to the Property.

35. INVOICE OBJECTIONS

Except Emergency Work invoices (thirty (30) days under Section 5(e)), Owner may object in writing to an invoice, draw or escrow release request within ten (10) business days after receiving it, stating what is disputed and why. Amounts not objected to are accepted; undisputed amounts are paid or released while disputes are resolved.

36. SUSPENSION FOR NONPAYMENT

If an undisputed amount is not paid or released when due, including when claim funds are not deposited on time, Contractor may slow or suspend the work after five (5) business days' written notice. Schedules extend day for day plus time to remobilize.

37. PAYMENTS ONLY THROUGH ESCROW OR CONTRACTOR

All payments for the work, including the deductible, upgrades and non-recoverable depreciation, go through the Escrow Agent, or to Contractor under Section 12 if there is no escrow. Owner will not pay any subcontractor, supplier or worker directly, and a direct payment does not reduce what is owed unless Contractor agrees in writing, except as state lien law requires. Where state law requires retainage or withholding after a lien notice (such as Texas Property Code Chapter 53), the Escrow Agent holds the required amount and pays it out as that law allows.

38. RELEASE OF CLAIM INFORMATION

Owner gives the claim information authorization in the Direction to Pay. If the Property is mortgaged, Owner will sign the Mortgage Holder Authorization (Form 12) and the lender's loss-draft forms, and will request each disbursement as the work reaches the Schedule 1 milestones.

39. OWNER SITE RESPONSIBILITIES

Owner will provide safe access to the Property, roof and work areas; water and electricity; staging and parking; and notice of any lease, association, historic or permit restrictions. Owner will notify tenants of the schedule, protect or move contents and vehicles near work areas and keep people out of marked work zones. Contractor cleans up daily.

40. PHOTOS, VIDEOS AND PROJECT RECORDS

SkyView and Contractor may photograph and video the Property, including by drone where allowed. Owner gives SkyView and Contractor access to, and permission to use for the project, all photos, videos, drone footage, measurements, reports and documents about the Property and the claim, whether taken or prepared by SkyView, Contractor, Owner, Owner's carrier, engineers, public adjuster or attorney, and will provide copies of those in Owner's possession on request. SkyView may keep them in its systems and use them for documentation, insurance and engineering review, scheduling, training and quality control, and may share them with Contractor, the Escrow Agent and the engineers and testing firms on the project. SkyView's own photos and reports are its work product under Section 47. Marketing use never shows Owner's name or street address without written consent, and Owner may opt out of marketing use by written notice.

41. FORCE MAJEURE

No party is responsible for delay caused by events beyond its reasonable control, such as severe weather, disasters, material or labor shortages, pandemics, utility outages or government action. Deadlines extend for the event plus time to remobilize, but the 180-day period in Section 34 extends by no more than ninety (90) days in total. This does not excuse payment.

42. ELECTRONIC SIGNATURES, COMMUNICATIONS AND NOTICES

Owner agrees that SkyView, Contractor and their service providers may contact Owner and Owner's representatives about the project, inspections, scheduling, the claim's status and payments by phone, email and text message, including automated and prerecorded calls and texts sent by automated systems, at the phone numbers and email addresses on page 1 or later given. Message and data rates may apply. Owner also agrees that SkyView may send storm alerts and inspection reminders about the Property while this project is open, and Overwatch notices while Owner has Overwatch, the same way. These messages, including the Overwatch renewal notice under Section 51(f), are informational; promotional offers are not sent by automated text without Owner's separate written consent. Message frequency varies; reply HELP for help. Owner may decline storm-alert and Overwatch texts at signing, and may stop any texts at any time by telling SkyView or replying STOP; this does not stop required notices or affect this Agreement. This Agreement, notices and change orders may be signed and delivered electronically under the ESIGN Act and state UETA laws. Each signature is applied by the person signing. Notices are effective when emailed, mailed or hand delivered: to Owner at the email and property address on page 1 or any mailing address Owner gives in writing; to Contractor at its email on Form 1; and to SkyView at Info@SkyViewRestore.com and the mailing address posted at SkyViewRestore.com/terms.

43. CHANGES, SEVERABILITY AND ENTIRE AGREEMENT

Changes must be in writing signed by Owner and by Contractor, or by an owner or manager of SkyView as Contractor's agent. Any change to a Section that names SkyView, the Escrow Instructions or any amount owed to SkyView also requires SkyView's signature for itself. An unenforceable term is limited only as needed and the rest stays in effect. Failure to enforce a term is not a waiver. This Agreement may be signed in counterparts. The Project Agreement, Direction to Pay, Escrow Instructions, Schedule 1, Form 1, Form 9, signed change orders and Form 2 elections, Form 12 (if signed), Form 15, these Terms, Exhibit A, the Overwatch Terms (for Overwatch only), the Notices of Cancellation and their exhibits, including any state-required notices attached to them (Exhibit C, if any), are the entire agreement.

44. AUTHORITY TO SIGN

The person signing for Owner represents that Owner owns the Property or is authorized by its owner, that the signer has full authority to bind Owner, and that Owner has disclosed every mortgage holder, landlord, tenant or other insured with an interest in the claim payments. Owner will give SkyView written proof of authority on request. Owner represents that the Property is used for commercial purposes and is not a one-to-four-family dwelling or any signer's personal residence. Owner has not signed any other contract, assignment of benefits, direction to pay or public adjuster agreement that gives anyone else the right to perform the approved work or receive its claim payments, except as disclosed to SkyView in writing before signing.

45. CLAIM FUNDS HELD IN TRUST

Any payment for the building or the work that Owner, or Owner's public adjuster or attorney, receives is held in trust, is not used for any other purpose, and is sent to the Escrow Agent immediately (no later than two (2) business days after receipt, or as the Direction to Pay states for a public adjuster, attorney or mortgage holder), or paid to Contractor under Section 12 if there is no escrow. Owner will give the Direction to Pay to any new or successor public adjuster or attorney. If a public adjuster or attorney does not follow it, Owner remains responsible for every amount owed under this Agreement. Revoking any authorization does not affect fees already earned.

Claim funds and personal responsibility. The person signing for Owner personally agrees that any claim payment for the building and the work that he or she receives, controls or directs will be deposited with the Escrow Agent (or paid under Section 12 if there is no escrow) as this Agreement requires. If any such payment is used for another purpose, the signer is personally responsible, together with Owner, for the amounts owed under this Agreement, up to the amount of the diverted payment. This is not a guarantee of any other obligation.

46. DIRECTION TO A REPLACEMENT CONTRACTOR

If a contractor outside the Approved Contractor list builds approved work, Owner may direct that contractor to pay the Cancellation Fee on that work to SkyView from its contract proceeds. Owner remains responsible for the Cancellation Fee whether or not that contractor pays it.

47. SKYVIEW WORK PRODUCT

SkyView's reports, scopes, estimates, specifications, measurements, photos and test results belong to SkyView. Owner may use them for this claim and for work built by an Approved Contractor; any other construction use is subject to Sections 17 and 18. After Approval, if a contractor outside the Approved Contractor list uses them to build any work in SkyView's written scope on which no Cancellation Fee is owed (for example, items the carrier did not approve or work beyond the approved scope), the SkyView Project Fee under Section 17 is owed on that work. Sharing them only for a bid is not a use if the work is built by an Approved Contractor.

48. SALE OR TRANSFER OF THE PROPERTY

This Agreement binds Owner's successors and assigns. If Owner sells or transfers the Property or the right to the claim payments before the work is complete and paid, Owner will notify SkyView in writing beforehand, and any amount owed under this Agreement is paid at closing.

49. NO GUARANTEE; PROFESSIONAL OPINIONS

No one guarantees approval, the amount paid or a full replacement; the carrier decides what it pays. Condition findings are professional opinions based on inspection, testing and available information, not warranties. SkyView and Contractor are not responsible for hidden conditions that could not reasonably be found, or for conditions that testing they recommended, and Owner declined, would have revealed.

50. NO UNAUTHORIZED PROMISES; FEE DISCLOSURE

No sales representative may change this Agreement or promise any claim result; changes are valid only in a writing signed as stated in Section 43. Owner may ask at any time what SkyView is paid on the project, and SkyView will state the dollar amount in writing.

51. SKYVIEW OVERWATCH (FEE WAIVED FOR EXCLUSIVITY)

(a) **What it is.** Overwatch is SkyView's storm monitoring service for the Property: storm alerts, post-storm check-ins and inspections, also governed by the Overwatch Terms at RoofOverwatch.com/terms in effect on the date Owner signs page 1. If they conflict, this Agreement controls, including Section 23.

(b) **Fee waived for exclusivity.** SkyView waives the published Overwatch fee for two (2) years from the date Owner signs page 1, and for any renewal term under (f), in exchange for Owner's exclusivity: during the term, if Owner chooses to pursue an insurance claim for damage to the Property from a storm that occurs after the date Owner signs page 1 (never the claim this Agreement covers), (i) Owner first lets SkyView inspect and document the Property, at no charge, before any other contractor inspects it, and (ii) SkyView, with an Approved Contractor, is Owner's exclusive storm inspection, documentation and project management company for that claim. SkyView inspects within five (5) business days after Owner's request (two (2) if there is an active leak), or this inspect-first requirement does not apply to that storm.

(c) **Owner decides.** Owner alone decides whether to file any claim. Nothing here requires Owner to file one, and Overwatch is not a payment, rebate or inducement to file or pursue a claim. Owner may hire a public adjuster or attorney, and nothing here delays notice to the carrier, the carrier's inspections or emergency repairs.

(d) **New storm, new page 1.** For a claim on a new storm, Owner and SkyView sign a new page 1, with its own ten (10) business day cancellation right, and these Terms apply to that claim. If Owner cancels within that period, Owner owes nothing for that storm.

(e) **If Owner uses someone else.** If, during the term, Owner pursues a claim for such a new storm through another contractor without first giving SkyView the inspection in (b)(i), or uses SkyView's post-storm inspection or documentation without signing a new page 1, Owner owes (1) the waived Overwatch fee at the published yearly rate, prorated by month from the date Owner signs page 1 through the month of that storm, less any waived fee Owner already paid under this Section for an earlier storm, and (2) Exhibit A rates for post-storm work SkyView performed, together capped at 20% of the approved RCV of that claim and not owed if that claim is denied or no claim payment is made. SkyView invoices them with its records, subject to Section 35. If SkyView inspects first and Owner does not sign or use SkyView's documentation, nothing is owed. These are the only amounts owed for a breach of (b). Once Owner signs a new page 1, Sections 17 and 18 govern instead.

(f) **Term.** Overwatch and the exclusivity renew 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 by email, phone or written notice; if SkyView does not email that notice, that renewal does not occur. Each two-year period is a "term"; nothing ever converts to a paid plan or charges automatically. Owner may end Overwatch at any time, online, by email, by phone or by written notice; (e) still applies to claims made within twelve (12) months after a storm that occurred before the notice. If SkyView ends Overwatch, the exclusivity ends. Replying STOP to texts stops texts only.

(g) **Transfer.** SkyView may assign Overwatch, this Agreement and its rights to fees, and transfer Owner's contact and project 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.

(h) **Cancellation.** If Owner cancels this Agreement under Section 20, Overwatch and this Section 51 end on the cancellation date and Owner owes nothing under them, unless Owner later signs up separately in writing. Overwatch does not change the Contract Price or any fee for the current project. Overwatch is not claim handling, and SkyView is not a public adjuster.

52. FIRE, SMOKE AND WATER PROJECTS

For fire, smoke and water losses: (a) **Mitigation work orders.** Mitigation and emergency work is performed by an Approved Contractor unless SkyView agrees in writing. Mitigation, emergency and contents contractors will require Owner to sign their own work orders, which govern how that work is performed. Those forms may not assign insurance benefits or route claim payments for the building around the Escrow Agent; if they conflict with this Agreement on payment, fees or escrow, this Agreement controls. (b) **Contents.** Pack-out, contents cleaning, storage and contents restoration are ordered under the performing contractor's separate contents work order and paid by Owner directly under that separate work order, outside escrow and outside this Agreement and page 1 (usually from its contents insurance payments). Contents, business income and extra expense payments stay with Owner and are never used to calculate a Cancellation Fee or SkyView Project Fee.

(c) **Testing and licensing.** Before any demolition, the performing contractor arranges the asbestos and lead testing the law requires. Mold assessment and mold remediation are done by separately licensed firms where state law requires. Fire debris and hazardous materials are handled by licensed firms under Section 32. (d) **Drying records.** Moisture maps, drying logs, readings and photos are project records under Section 40. (e) **Fees.** Emergency Work is paid under Section 5, and Section 18 applies to approved building and rebuild items not built with an Approved Contractor.

53. SURVIVAL

The sections on payment, authority, funds held in trust, work product, the Cancellation Fee, the SkyView Project Fee, escrow, indemnity, release, limits of liability, warranty, dispute resolution and attorney fees, and Sections 54 through 60, survive the end, cancellation or completion of this Agreement, and Overwatch (Section 51) survives only as stated in it.

54. ESCROW AGENT, BANKS AND OTHER THIRD PARTIES

SkyView never deposits, keeps or controls claim funds; it handles a check only to endorse it for deposit and deliver it to the Escrow Agent or Contractor. SkyView is not responsible for the acts, omissions, delays, errors, fees, insolvency or failure of the Escrow Agent, Contractor's use of funds deposited with it, any bank, the carrier, the mortgage holder, or Owner's public adjuster or attorney, or for delays in claim payments or releases they cause. **Wire safety.** SkyView never gives or changes payment or wire instructions by email or text alone. Before any money is wired, Owner confirms the instructions by phone with the Escrow Agent at a number Owner looks up independently. SkyView is not liable for money sent on instructions SkyView did not give.

55. ACTS UNDER THE LIMITED POWER OF ATTORNEY

Owner ratifies and confirms everything SkyView does in good faith under Form 15 and these Terms. SkyView is not liable to Owner for any act or omission under Form 15 except its own gross negligence, willful misconduct or an act outside Form 15's limits. Owner will defend, indemnify and hold harmless SkyView and its owners and employees from third-party claims arising from SkyView's good-faith acts under Form 15.

56. ACCURATE INFORMATION; NO MISREPRESENTATION

Owner represents that the information Owner gives SkyView, Contractor and the carrier is true and complete, including ownership, mortgage holders, prior claims, prior damage and repairs, and the date of loss. Owner will not ask SkyView or Contractor to misstate, exaggerate, create or conceal any damage, cause, date or cost, or to submit anything false to the carrier, and SkyView and Contractor will not do so. If Owner gives materially false information or makes such a request, SkyView may stop work and end this Agreement by written notice. That is Owner's breach under Section 25 or, before the carrier's written decision, Owner's withdrawal of the claim under Section 18.

57. TIME LIMIT FOR CLAIMS AGAINST SKYVIEW

Any claim or proceeding against SkyView arising out of this Agreement or the project must be started within two (2) years after the claim accrues, or any longer minimum period the law requires where the Property is located. After that it is barred. This Section applies equally to claims by SkyView, and does not apply in Oklahoma or where the law does not allow it.

58. SECURITY FOR SKYVIEW'S FEES

To secure payment of any Cancellation Fee, SkyView Project Fee or other amount Owner owes SkyView under this Agreement, Owner grants SkyView, to the extent the law allows, a contractual lien on the Property and a security interest in Owner's rights to the claim funds held by the Escrow Agent, and authorizes SkyView to file a UCC financing statement for it only under the same conditions as recording the lien. While Owner pays as agreed, SkyView records and files nothing. If an amount is not paid within thirty (30) days after it is due and Owner has not disputed it in good faith under Section 35, SkyView may, after ten (10) days' written notice to Owner, record a notice of this lien in the county where the Property is located, and Owner will sign any document needed to record it. SkyView releases the lien within ten (10) business days after the amount is paid. This is in addition to any lien rights Contractor has by law, and does not create lien rights the law does not allow.

59. SKYVIEW'S SERVICE STANDARDS

SkyView's standards for every project are to: (a) **Document thoroughly.** Document the damage in the way SkyView judges useful, such as photos, drone images or test results, and make its damage report and repair scope available to Owner on request.

(b) **Keep Owner informed.** Reply promptly to Owner's calls, texts and emails, and keep Owner updated while the claim or project is open by email, text, a shared online folder (such as Google Drive) or an online project portal, as SkyView chooses.
(c) **Be open about fees.** Keep dated records of every service, time entry and trip. SkyView may complete or correct them later, including after Owner cancels, from evidence made at the time (photos, reports, emails, texts, call and calendar logs, mileage or GPS logs, receipts). SkyView may send or post Service Completed Notices and a Record of Services Completed (Form 14), and gives Owner the current Record and billing total within five (5) business days after a written request. Every fee invoice is backed by these records.
(d) **Keep Owner's records available.** Keep the project file at least three (3) years and, on Owner's written request during that time, give Owner copies of its photos, reports, estimates and documents by email, a shared online folder or a portal.
(e) **Leave the claim decisions to Owner.** Never settle, sign or agree to anything with the carrier for Owner, and never cash or keep Owner's checks.
(f) **Use verified contractors.** Verify each Approved Contractor's license and insurance, and screen it through the Escrow Agent's contractor background check or a comparable one, before naming it, and require lien waivers with payments for the work.
(g) **Answer concerns at the top.** Have SkyView's owner give a written answer to any written concern sent to Info@SkyViewRestore.com within five (5) business days.
(h) **Follow through on warranty.** Coordinate warranty calls with Contractor for the full warranty period.
(i) **Standards, not conditions.** These are service standards, not conditions of payment. Sending or posting any update, notice, Record of Services Completed or copy is at SkyView's option, except that SkyView provides what (c) and (d) describe when Owner asks in writing. Not sending or posting one never waives, reduces, delays or conditions any Cancellation Fee, SkyView Project Fee, Expert Costs, Emergency Work or other amount owed, and is not a breach that excuses Owner's performance; Owner's remedy is to ask in writing. A late, missing or incomplete record, notice or invoice never waives or reduces any amount owed for services performed. Owner's right to object to any invoice under Section 35 is unchanged.

60. COPIES AND COMPLETING MISSING INFORMATION

(a) **Copies.** Owner had the chance to review and download this Agreement, including these Terms, Exhibit A, the Overwatch Terms and the Notices of Cancellation, before and when signing, and the current and past versions are posted at SkyViewRestore.com/terms. SkyView is not required to email or deliver a copy, and gives Owner a copy within five (5) business days after Owner asks in writing; not sending one never affects this Agreement or any amount owed.

(b) **Completing missing information.** Owner authorizes SkyView to fill in or correct blank or incomplete facts in this Agreement and its forms, such as addresses, Owner's legal name, carrier, policy and claim numbers, date of loss, contacts, mortgage holder and loan details, the escrow file number and the Contractor's name on Form 1, from Owner, the carrier, the mortgage holder, the Escrow Agent, claim documents or public records. SkyView may not change any price, rate, fee, cap, deadline, signature or other term this way. On request SkyView tells Owner what it filled in; Owner may correct it by written notice.

EXHIBIT A · PUBLISHED RATES

Rates in effect on the date Owner signs page 1 apply (Version Nov 1, 2026). They set the Cancellation Fee (Terms §18) and SkyView Project Fee (§§17, 47) and bill tarping and repairs (§5). **Who does the work.** SkyView's inspections are not quick roof checks. They are led by SkyView's principal consultant, with 25+ years in storm, fire and water restoration, or by SkyView team members he directs, and the rates reflect that senior-level work. **Large-building discount.** Per-square-foot rates are billed in full on the first 20,000 sq ft of each building, less 10% on the area from 20,001 to 50,000 sq ft, and less 20% on the area above 50,000 sq ft, applied separately to each per-square-foot service using the area that service is billed on; minimums are not reduced. Hourly time is billed only for work actually done, except that each weekly file review is billed at a fixed 0.25 hour and travel time at the mapped driving time, as stated in those rows; no rate is a percentage of an insurance claim or payment.

SERVICE	RATE
STORM ASSESSMENT SITE VISIT On-site senior review, initial damage findings and photo summary	$750 per building
FORENSIC ROOF INSPECTION AND DAMAGE DOCUMENTATION Slope-by-slope documentation, test squares, functional and collateral damage testing, measured photo log keyed to a roof plan	$0.59 per sq ft, minimum $2,500 per building
INTERIOR INSPECTION AND DOCUMENTATION Room-by-room photos, moisture readings and damage mapping	$0.15 per sq ft of interior area, minimum $500
SPECIFICATION AND BID PACKAGE Line-item construction scope, measurements, quantities, code and manufacturer items, bid-ready specifications	$0.65 per sq ft of specified area
PROGRESS REPORTING AND CLOSEOUT DOCUMENTATION Optional; dated phase reports, change records and final closeout file	$0.55 per sq ft of area built
CODE AND MANUFACTURER REQUIREMENTS RESEARCH AND REPORT Local code, installation and warranty requirements tied to the scope	$500 per building
WEATHER AND STORM HISTORY REPORT Verified hail and wind data for the date of loss	$250 per property
DOCUMENTATION PACKAGE Indexed photo log, test results, measurements and findings supporting the construction scope	$750 per building
CONTRACTOR'S REVISED REPAIR ESTIMATE Added documentation and revised construction scope after the first submission	$450 per revision
LEAK INVESTIGATION OR WATER TEST	$750 per visit
REPAIRS OWNER REQUESTS Terms §5(f); Emergency Work, paid from claim funds only	$250 per trip service call (travel, leak investigation and assessment), plus repair labor and materials at the performing contractor's invoiced price (+ 15% only when SkyView advances payment to a contractor that is not its affiliate)

SERVICE	RATE
ADDITIONAL SITE VISIT OR REINSPECTION Including carrier or engineer reinspections and re-adjustments	$550 per hour on site, 2-hour minimum
SITE MEETINGS ON CONSTRUCTION SCOPE With owner, engineer or carrier representative	$550 per hour, 2-hour minimum
SENIOR CONSULTANT SERVICES File and scope analysis, documentation review, field-test interpretation and correspondence performed by SkyView's principal consultant	$550 per hour, billed in 0.25-hour increments
WEEKLY FILE REVIEW A review of the file by the principal consultant and SkyView's team, as SkyView schedules; billed only for reviews held and noted in the file, no more than one per week, and never also billed as senior consultant time	0.25 hour per review at the senior consultant rate ($137.50); reviews after the cancellation date are not billed; ends on denial or cancellation of all approved work
SUPPORT STAFF SERVICES Routine scheduling and coordination performed by SkyView staff	$195 per hour, billed in 0.25-hour increments
PROJECT FILE ADMINISTRATION AND ONLINE PROJECT PORTAL CRM, updates, document control and Owner access to project records, as SkyView provides	$350 per project for each calendar month in which SkyView performs documented file work, ending on cancellation or denial; support staff time for the updates and document control this covers is not billed separately
DRAW AND ESCROW RELEASE PACKAGE Milestone photos, completion documentation and Form 4 release request prepared for the Escrow Agent or lender	$250 per release
EMERGENCY OR AFTER-HOURS RESPONSE	$750 per call-out (billed only within a Cancellation Fee or SkyView Project Fee, not as Emergency Work; repairs Owner requests use the service call rate above)
CORE CUTS Made and sealed by a licensed firm SkyView arranges	$500 per core
OTHER SAMPLES AND LAB TESTING	At cost, no markup; billed only as Expert Costs on cancelled items, outside the cap (Terms §18)
ROOF MOISTURE SURVEY Readings, images or moisture map of the areas SkyView selects	$0.26 per sq ft
INFRARED SCAN Thermal imaging of the areas SkyView selects, with findings	$0.10 per sq ft, minimum $1,500

SERVICE	RATE
DRONE / AERIAL MEASUREMENT REPORT	$350 per building
ENGINEERING REPORT Structural, fire or water	At cost, no markup; billed only as Expert Costs on cancelled items, outside the cap (Terms §18)
FIRE AND SMOKE DAMAGE ASSESSMENT AND DOCUMENTATION Smoke migration, char depth, odor and residue testing	$0.25 per sq ft of affected area, minimum $1,500
WATER DAMAGE ASSESSMENT AND MOISTURE MAPPING Category and class documentation, readings and moisture maps	$0.20 per sq ft of affected area, minimum $750
INTERIOR REBUILD SCOPE AND SPECIFICATION Fire, smoke, water	$0.45 per sq ft of affected area, minimum $1,500
INDEPENDENT DRYING VERIFICATION VISIT Readings, logs, photos	$350 per visit

SERVICE	RATE
HVAC AND DUCT SMOKE INSPECTION DOCUMENTATION	$350 per system
ASBESTOS, LEAD, MOLD OR AIR-QUALITY TESTING	At cost, no markup; billed only as Expert Costs on cancelled items, outside the cap (Terms §18)
CONTENTS WORK-ORDER COORDINATION	$500 per project
TRAVEL TO A PROPERTY MORE THAN 100 DRIVING MILES FROM ARDMORE, OKLAHOMA	$1.00 per round-trip mile plus travel time at $150 per hour, both measured from Ardmore, Oklahoma to the Property and back (all miles and the mapped driving time) for each trip, plus a flat lodging rate of $150 per night away (a published rate, not a reimbursement; no receipts required). Billed only for a trip SkyView's principal consultant or staff actually makes to perform an Exhibit A service on the same project, measured from Ardmore, Oklahoma, or from where the trip starts if that is closer. Miles and time follow the mapped driving route even if SkyView flies; no airfare or other travel cost is billed. If one trip serves more than one SkyView property, these travel charges are divided equally among them.
MEALS PER DIEM ON OVERNIGHT TRIPS Each day away, including travel days	$75 per day (a published flat rate, not a reimbursement)
TARPING, BOARD-UP, TEMPORARY FENCING AND POWER, TEMPORARY AND LEAK REPAIRS	Amount SkyView pays the licensed contractor + 15% coordination and advance fee
WORK PRODUCT USE FEE A contractor outside the Approved Contractor list builds from SkyView's scope, estimate or specifications	20% of that contractor's price for the work built (in place of the rates above); never more than the caps below
CAP ON CANCELLATION FEE	10% of the Cap Value of the cancelled items if cancelled within 4 months after signing; 20% after that; never more than 20% of the carrier's final approved value of those items when lower (Terms §18)
CAP VALUATION RATES (APPROVED CONTRACTORS' STANDARD RATES FOR THESE ROOF SYSTEMS; USED ONLY TO FIGURE THE CANCELLATION FEE CAP, NOT A QUOTE), PER SQ FT OF ROOF AREA FROM A MEASUREMENT REPORT	Shingle roof system $8.00 · Metal roof system (panel, trapezoidal, standing seam) $20.00 · Flat / low-slope roof system $20.00 · Slate $70.00 · Historic clay tile (such as Ludowici) $150.00 · Other roof systems and all other work: SkyView's Xactimate estimate (Terms §18)
CAP ON SKYVIEW PROJECT FEE	20% of the replacement cost value, in SkyView's written scope, of the work built
EXTENDED PROJECT RECORDS ACCESS AFTER CLOSEOUT Optional; photos, videos and reports kept online	$500 per year, only if Owner signs up separately in writing after closeout; a separate optional purchase, never part of a Cancellation Fee or SkyView Project Fee
SKYVIEW OVERWATCH Fee waived two years for exclusivity	$199 per building per year (Standard plan: $19.99 per building per month or $199 per year); waived in renewing two-year terms for storm-claim exclusivity (Terms §51); any amount under §51(e) uses the yearly rate, prorated by month

How services are performed. The description under each service shows what it may include; it is an example, not a requirement or a promise. SkyView decides each service's method, extent, equipment and number of photos, readings or images in its professional judgment; no industry standard (such as ASTM or IICRC) applies unless stated here, and these services are claim documentation, not certified testing. A service is complete when SkyView performs it as it decided (for example, a moisture or infrared survey of the areas SkyView selects). Per-square-foot services are billed on the area covered, never below any minimum. Owner may object only that a service was not performed, that the unit, area, time or amount billed is wrong, or that it was billed twice (Terms §35); disagreement with SkyView's method, extent or judgment is not a reason to reduce or refuse payment.