PART OF EVERY HOME PROJECT AGREEMENT

TERMS AND CONDITIONS

HOW THESE TERMS APPLY

These Terms are part of the Home Project Agreement. The Direction to Pay and Payment Schedule are instructions Owner gives under it. The version signed and the Exhibit A rates in effect on the date Owner signs page 1 apply. Exhibit C has state notices that are part of this Agreement. 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. For residential homes of one to four units only.

1. ROLES AND DEFINITIONS

"Owner" is every person who signs page 1 as an owner of the home or as a spouse with homestead rights. "Property" or "home" is the residence at the address on page 1. "Business day" means any day except Sunday and federal holidays. "Contractor" is the Approved Contractor named on page 1, licensed or registered and insured as the law requires (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 13, 14 or 18. 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 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 and does not perform, supervise or direct construction. **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 Contractor, exercised before Contractor is named on page 1; 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. "Approval" means the carrier's written approval of all or part of the claim. "Completion" is the date on the Certificate of Completion (Form R3) or, if Owner does not sign it within ten (10) business days, the date Contractor gave written notice that all approved work was complete; payments due at Completion are then due starting the day after those ten business days end. "Claim funds" are insurance payments for the dwelling, other structures and the work, not contents or additional living expense. "Replacement cost value" or "RCV" is the carrier's full replacement cost before deductible and depreciation.

2. NOT A PUBLIC ADJUSTER OR ATTORNEY

SkyView and Contractor are not public adjusters, insurance adjusters, appraisers or attorneys. They do not represent Owner on the claim, negotiate, adjust or settle it, interpret the policy, or advise on coverage, claim value or legal rights. Their communication with the carrier is limited to the physical damage they documented and the scope, methods and cost of the repairs, on Contractor's behalf as its agent; the repair price is stated only as a contractor's estimate. Owner makes every decision about the claim and may hire a licensed public adjuster or attorney at any time, or none; Section 29 (Overwatch) asks that SkyView inspect first, at no charge, and manage the repairs for any new storm claim Owner chooses to pursue, and never limits Owner's right to hire a public adjuster or attorney. No one has promised Owner any claim result. SkyView never cashes or keeps insurance checks (it endorses them only "for deposit only" to an escrow agent or Contractor under Form R10), and pays or receives no fees or referral payments to or from any public adjuster.

3. INSPECTION, TESTING AND DOCUMENTATION

Owner authorizes SkyView and the licensed firms it arranges to inspect, photograph, measure and document the home, including by drone where allowed, and to take core or other samples and run moisture, infrared and lab tests needed to document the damage. Samples are made and sealed by a licensed firm. 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 15(b).

4. TEMPORARY REPAIRS AND TARPING

Subject to Section 5(d), until Contractor mobilizes, Owner authorizes SkyView, as Contractor's agent, to arrange a licensed Approved Contractor, under its own work order or as Contractor's subcontractor, to perform leak repairs, temporary repairs, tarping and board-up to prevent further damage. The performing contractor is solely responsible for that work; SkyView coordinates and advances payment only, and is repaid what it paid plus 15% under Section 5(a). SkyView tells Owner by text or email before any single temporary repair or tarping job over $2,500 (or, if waiting would cause further damage, within one (1) business day after it starts) and gives Owner the invoice, with any photos, within ten (10) business days. Temporary work is protective only and carries no warranty.

5. EMERGENCY WORK

"Emergency Work" means leak repairs, temporary repairs, tarping, shrink-wrap, board-up, emergency water, fire and smoke mitigation and mold remediation on the home. (a) **Paid first from claim funds.** Emergency Work is paid first from the first claim funds, before Expert Costs, escrow fees or any charge and including from claim funds for cancelled items, at the price in the work order Owner signed (or, for work SkyView arranges, what SkyView paid the licensed contractor plus 15%; for repairs Owner asks for, the Exhibit A rate), whether or not the carrier approves those items and even if the carrier pays less for them.

(b) **Never from Owner's other money while Owner keeps the deal.** It is never paid from the deductible or Owner's other funds; if the claim is denied, not covered or short, Owner owes nothing more. If, after the Section 12 periods, Owner breaks the deal (Section 15(d) events or cancelling approved items), Owner pays any Emergency Work claim funds have not paid, within 14 days after invoice. Because it is paid from claim funds, it reduces any claim funds Owner would otherwise keep.
(c) **When Owner builds.** Emergency Work the carrier does not pay reduces only the claim funds available for the build; Owner's cost stays as stated on page 1, and Contractor accepts the claim funds remaining after Emergency Work, plus the deductible, any amount Owner chose to pay on Form R1 and signed upgrades, as payment in full of the Contract Price.
(d) **During the cancellation period.** In the first three (3) business days, no Emergency Work is done unless, after signing, Owner first contacted SkyView or Contractor by phone, text or email asking for it (a request made during the sales visit does not count), the work is needed to prevent immediate damage to the home or danger to its occupants, and Owner gives a separate, signed and dated emergency waiver in Owner's own handwriting (Form R6-W); that work is done under a separate emergency work order (a transaction separate from this Agreement) that states its price. For the rest of the ten-business-day cancellation period, Emergency Work is done only under a separate emergency work order Owner requests and signs, which states its price and that it is paid from claim funds even if Owner cancels this Agreement, and comes with its own three-business-day Notice of Cancellation unless Owner gives a Form R6-W for that work. Without a waiver or such a work order, Owner may cancel and owes nothing, and no claim funds are used for that work. In Texas, Form R6-W is not used; each emergency work order Owner signs during the ten-business-day period carries its own three-business-day right to cancel.
(e) **Objections; price accepted.** Owner may object in writing within thirty (30) days after receiving a Form R6 invoice only that the work was not performed, that the invoice exceeds the signed work order or this Section, or that, for work SkyView arranged, the contractor's price clearly exceeds the usual local price for that work. Any disputed amount is held and resolved under Section 24. 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.** After the cancellation period, or as allowed in (d), when Owner asks SkyView or Contractor by phone, text or email to fix leaks or make other repairs before the build, 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). 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 on Form R6 at the same time. It is never part of a Cancellation Charge or its cap.

6. THE INSURANCE CLAIM

Owner files and controls the claim. SkyView documents the physical damage, prepares the scope and estimate in Contractor's name, and may meet the carrier's adjuster on the construction scope. SkyView never negotiates or settles the claim.

7. CONTRACT PRICE

The Contract Price is the insurance-approved scope for the work, including approved supplements and code items, plus upgrades and added work Owner signs for on a change order (Form R2). After Approval, Owner and Contractor confirm the approved scope and Contract Price on Form R1. SkyView tells Owner in writing of each approved supplement. Emergency Work and mitigation are billed on the performing contractor's own invoices and are not part of the Contract Price. **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 whether Contractor will build for the approved amount. If SkyView accepts it, Contractor builds the approved scope for that amount. SkyView is never required to accept it. If SkyView does not, it tells Owner the difference in writing on Form R1, and, after Owner's cancellation periods end, within ten (10) business days after that notice Owner chooses either (a) to pay the difference, which is added to the Contract Price and paid with Payment 1, or (b) to cancel the work, which becomes cancelled items under Section 15 with the Cancellation Charge, never more than the claim funds received for those items. The choice is Owner's; if Owner does not choose in time, (b) applies.

8. DEDUCTIBLE

Owner pays its insurance deductible with Payment 1. Texas and other states require insureds to pay it, and in every state no one connected with this project will pay, waive, rebate or absorb it.

9. NON-RECOVERABLE DEPRECIATION

Before materials are ordered, Contractor tells Owner on Form R1 the amount of any depreciation the carrier will not pay back. Owner may proceed and pay it, or remove those items, and the Cancellation Charge then applies only to them. Owner pays nothing beyond the deductible for items the carrier pays in full. **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, after Owner's cancellation periods end, Owner does not pay or arrange the difference within ten (10) business days after Contractor's written notice on Form R1, the affected approved items are cancelled items under Section 15. Depreciation the carrier will release after completion is not a reason to cancel. The Cancellation Charge on those items is capped using their Cap Value under Section 15, 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 any escrow agent or mortgage company holding claim funds to pay the undisputed Cancellation Charge to SkyView from funds not needed for work being built, and Owner pays any balance on the due date in Section 15(c).

10. NO APPROVAL, NO CHARGE

If the carrier denies the claim in writing or there is no coverage, this Agreement ends and Owner owes nothing to SkyView or Contractor (Emergency Work is paid only from any claim funds under Section 5), except amounts Owner already owed under Sections 5(b) or 15(d) for withdrawing, switching companies or blocking the claim before the denial. If only part is approved, the approved work goes forward, subject to Section 12. If a denial is reversed or the claim is reopened and paid within twelve (12) months, in whole or in part on SkyView's documentation, this Agreement applies again to the paid work, except work Owner contracted with another contractor before the claim was reopened, and Owner may cancel, at no charge and in the same way as Section 12(b), within five (5) business days after receiving the carrier's new written decision. Owner keeps Overwatch under Section 29 either way.

11. PAYMENTS

Payments follow the Payment Schedule. Owner holds all claim payments for the dwelling and the work in trust until they are paid as that schedule requires, and will endorse and deliver checks within five (5) business days after they are due (with escrow under Form R8, within two (2) business days after receiving them). Owner will not pay any subcontractor or supplier directly unless Contractor agrees in writing or state lien law requires it. All Payment Schedule payments are made to Contractor (or its escrow agent or the mortgage company), and Form R4 amounts to SkyView as Contractor's assignee, never to a SkyView salesperson. Contractor never withholds its endorsement on a check to collect a disputed amount; disputed amounts are resolved under Section 24.

12. YOUR CANCELLATION RIGHTS

(a) **Ten business days.** Owner may cancel within ten (10) business days after the date of transaction on page 1, or any longer period state law allows, using the Notice of Cancellation or any other written notice, and any payment is refunded within ten (10) days. Days four (4) through ten (10) are a longer period SkyView gives beyond the federal three-business-day right. (b) **After your insurance decision.** If the carrier denies all or any part of the claim, Owner may also cancel within five (5) business days after receiving any written carrier decision denying all or part of the claim (including a new decision under Section 10), or any longer period state law allows, using the Notice of Cancellation After Insurance Decision, at no charge. If work already started (possible only after a new decision under Section 10), the cancellation covers only work not yet performed, and work performed and materials delivered are paid from claim funds only. (c) Except as stated in (b), on either cancellation Owner owes nothing to SkyView or Contractor; the only exception is Emergency Work done under Section 5(d), or done after the ten-business-day period, which is paid from claim funds only under Section 5. (d) **No work during the ten days.** Except Emergency Work under Section 5(d), no construction work starts and no materials are ordered until the ten-business-day period ends or, after a written denial of any part, until the five-business-day after-decision period ends.

13. 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 a missing license or insurance, or a documented record of poor work), and SkyView will then propose another. If Owner has reasonable cause to object to two proposed contractors, Owner may end this Agreement for the remaining work, owing no Cancellation Charge.

14. CHANGING CONTRACTORS

After Approval and after the cancellation periods in Section 12, Owner may change contractors. If another Approved Contractor takes over, no charge 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 Charge or SkyView Project Fee is owed for its work. If any other contractor builds approved work, the Cancellation Charge under Section 15 is owed on that work. Contractor hands over the file within three (3) business days and charges Owner nothing for the change.

15. CANCELLATION CHARGE

(a) **When it applies.** After Approval and after the ten-business-day period and any after-decision period under Section 12 have ended, Owner owes a Cancellation Charge on every approved item that is not built by Contractor or another Approved Contractor, whether the whole job or a single item, except as stated in Sections 10, 12, 13 and 18.

(b) **How it is figured.** It is SkyView's published Exhibit A rates for services actually performed on the project (such as inspection, documentation, scope and estimate, reports, SkyView's own testing (not Expert Costs), site visits, hourly time, file reviews and file administration, plus Exhibit A travel charges for trips made for those services), shown item by item on Form R4 with the cap. SkyView's pre-approval services are performed for every approved item, so all of them count toward the charge on cancelled items; building part of the work, and Contractor's payments to SkyView on built items, never reduce or waive it. Form R4 attaches SkyView's dated time, service and travel records, which SkyView keeps for three (3) years. It is pay for work performed, never a percentage of any claim, and is never added to a SkyView Project Fee for the same work. A lower state limit applies where one exists.

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, additional living 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 Form R4, the charge 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. SkyView covers its outside experts when the approved work is built. On cancelled items, Owner also owes, in addition to the Cancellation Charge and outside its ceiling, the experts' invoiced charges, at cost with no markup, that SkyView paid or owes for work on those items (for work that covered both cancelled and built items, the cancelled items' share of the total approved RCV). Each expert charge is billed once, on Form R4 with its invoice. Expert Costs are paid from the claim funds for the cancelled items first after any unpaid Emergency Work, never exceed the carrier's approved amount for those items (or, if only ACV was paid, the claim funds received for them), and are never owed if the claim is denied before Owner cancels or Owner cancels within its cancellation periods.

(c) **Who is paid and how. 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 company and any 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 Charge), as shown on Form R4, once the objection period for that invoice ends (Section 5(e) and this Section). 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.

It is owed to Contractor, which has assigned it to SkyView, and is due fourteen (14) days after Owner receives Form R4. Owner may object in writing within ten (10) business days after receiving it; any disputed amount is resolved under Section 24 and the rest stays due on that date. Claim funds held in trust for the cancelled work are used first; for items cancelled under Section 9, the charge is capped using their Cap Value even if only ACV was paid, but never exceeds the claim funds received for those items. Once it, any Expert Costs and any Emergency Work are paid, Owner owes nothing further for the cancelled work.

(d) **Before the carrier decides.** After the ten-business-day period in Section 12 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 Charge at SkyView's rates for services performed to that date, billed on Form R4, never more than the ceiling in (b), 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 18) 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 charge under (a) replaces this amount, less what was paid under this paragraph.

16. SKYVIEW WORK PRODUCT AND PROJECT FEE

SkyView's reports, scopes, estimates, measurements, photos and test results belong to SkyView. Owner may use them for this claim and project. After Approval, if a contractor outside the Approved Contractor list uses them to build work paid with claim funds that is not an approved item under Section 15 (such as work paid on a reopened or supplemented claim), Owner owes a SkyView Project Fee at the Exhibit A rates for the work SkyView did, capped at 20% of the replacement cost value, in SkyView's written scope, of the work built, billed on Form R4 with the same records, due date and objection right as Section 15. Sharing them only for a bid is not a use if an Approved Contractor builds the work. No SkyView Project Fee is owed if this Agreement ends under Section 10, 12, 13 or 18, or on work an Approved Contractor builds.

17. OWNER BREACH TREATED AS CANCELLATION

After Approval and after the cancellation periods, if the work cannot go forward because Owner refuses access, withholds claim payments or fails to sign or endorse on time, Contractor or SkyView may give written notice. If Owner does not fix the problem within ten (10) business days, the Cancellation Charge is owed as if Owner had cancelled the affected work.

18. CONTRACTOR DELAY OR DEFAULT

If Contractor does not start within one hundred twenty (120) days after Approval (or a start date agreed in writing, extended by up to sixty (60) days for weather, material shortages or similar events beyond its control), or does not cure a default within ten (10) business days after Owner's written notice, Owner may end this Agreement for the remaining work or ask SkyView to assign another Approved Contractor at the same price. No Cancellation Charge is owed, Owner pays only for work performed, and Contractor refunds within ten (10) business days any amount paid beyond the work performed and materials delivered.

19. HIDDEN CONDITIONS, HAZARDOUS MATERIALS AND LEAD PAINT

If hidden conditions are found (such as rotted decking, structural problems or code items), Contractor documents them, tells Owner, and submits them to the carrier where they relate to the covered loss, or prices them on a change order Owner signs before that work is done. Asbestos, mold and other hazardous materials are handled only by licensed firms. For homes built before 1978, Contractor follows the EPA Lead Renovation, Repair and Painting Rule when painted surfaces are disturbed and gives Owner the "Renovate Right" pamphlet before that work starts.

20. WARRANTY

Contractor warrants its workmanship for at least two (2) years from Completion, or longer if stated in writing, and passes manufacturer warranties to Owner. SkyView gives no construction warranty. Condition findings are professional opinions, not warranties, and no one guarantees approval or the amount the carrier pays.

21. OWNER SITE DUTIES

Owner gives safe access to the home, attic and electrical outlets, moves vehicles and fragile items near the work, keeps children and pets away from work areas, and tells Contractor about known hazards, solar panels, satellite dishes and items attached to the roof.

22. PHOTOS AND PROJECT RECORDS

SkyView and Contractor may photograph and video the home, including by drone where allowed. Owner gives them access to, and permission to use for the project, all photos, reports and documents about the home and the claim, from anyone, and will provide copies it has on request. SkyView may share them with Contractor, the mortgage company, any escrow agent and the engineers and testing firms on the project. Marketing use never shows Owner's name or address without written consent.

23. CALLS, TEXTS, ELECTRONIC SIGNATURES AND NOTICES

Owner agrees that SkyView, Contractor and their service providers may contact Owner about the project, inspections, scheduling, the claim's status and payments by phone, email and text, including automated calls and texts, at the numbers and emails on page 1 or later given, and may send storm alerts and inspection reminders while this project is open and Overwatch notices while Owner has Overwatch. These, including the Overwatch renewal notice under Section 29(f), are informational; promotional offers are not sent by automated text without separate written consent. Message and data rates may apply; message frequency varies; reply STOP to stop texts or HELP for help. Consent to storm alerts and automated texts is not a condition of this Agreement; Owner may decline at signing by telling the representative, or at any time by replying STOP. This Agreement may be signed electronically, with each signature applied by the person signing. Before signing, and on a separate screen, Owner consented electronically to receive this Agreement, the Notices of Cancellation and all project notices by email or text, after being told that Owner may instead receive paper copies at no charge, now or later; may withdraw consent at any time by email to Info@SkyViewRestore.com, after which SkyView sends paper; needs a device that opens PDF files and an email account or phone that receives texts; and should update its email or phone by notice to SkyView. Owner showed it could open a sample PDF before consenting; if Owner did not consent, SkyView gives Owner paper copies of this Agreement and the Notices of Cancellation at signing. Notices are effective when emailed, mailed or hand delivered to Owner at the home address or email on page 1, to Contractor at its email on page 1, and to SkyView at Info@SkyViewRestore.com or the mailing address posted at SkyViewRestore.com/terms; a mailed notice is effective when postmarked.

24. DISPUTES

Before claiming a default, a party gives written notice and ten (10) business days to fix it. Disputes not resolved are decided by binding arbitration under the American Arbitration Association's Consumer Arbitration Rules in the county where the home is located. This arbitration agreement is governed by the Federal Arbitration Act. Owner pays only the consumer filing fee those rules assign to consumers; SkyView and Contractor pay all other AAA and arbitrator fees. Claims are brought only individually, not as a class. Either party may instead bring a claim in small claims court. EACH PARTY WAIVES TRIAL BY JURY. Where the law allows, the prevailing party recovers reasonable attorney fees, except that Owner never pays SkyView's or Contractor's fees on a claim Owner brought in good faith.

25. LIMITS OF LIABILITY AND INDEMNITY

No party is liable to another for indirect, consequential or punitive damages, except as the law does not allow this limit. SkyView's total liability is limited to the greater of the fees SkyView received for the project or the amount its liability insurance pays, except for its gross negligence or willful misconduct. Contractor is responsible to Owner for its contract obligations and to the extent of its or its subcontractors' negligence, misconduct or unpaid suppliers, and SkyView to the extent of its own negligence in arranging testing, temporary repairs or tarping. Owner is responsible to the extent of its own negligence or breach. None of this limits Contractor's warranty or any party's duty to pay amounts owed. Nothing in this Section limits any right Owner has under a consumer protection law that cannot be waived.

26. LATE PAYMENT

Amounts not paid when due bear interest at 1.5% per month or the highest lawful rate, whichever is lower, from the due date, and, where the law allows, a one-time late charge of five percent (5%) of the unpaid amount (or the highest lawful amount, if lower), as a reasonable estimate of the cost of handling a late payment. No amount is late while an escrow agent holds it awaiting release, or before Owner's objection period for that invoice ends. Where the law allows, Owner also pays SkyView's reasonable collection agency, court and attorney costs of collecting any amount Owner owes, in addition to any Cancellation Charge and outside its cap.

27. LIENS AND STATE NOTICES

Contractor and its suppliers may have lien rights on the home for unpaid work as state law allows, and the lien and other notices in Exhibit C are part of this Agreement. Where state law requires a separate signed or recorded document for work on a homestead (such as in Texas), Owner and any spouse will sign it.

28. FIRE, SMOKE AND WATER LOSSES

Mitigation, emergency and contents contractors use their own work orders for how that work is done; those forms may not assign insurance benefits for the dwelling or route dwelling payments around this Agreement. Contents, additional living expense and other non-dwelling payments stay with Owner and are never used to figure any charge to Owner. Asbestos and lead testing occurs before demolition where the law requires, and mold work is done by separately licensed firms where required.

29. SKYVIEW OVERWATCH (FEE WAIVED FOR EXCLUSIVITY)

(a) Overwatch is SkyView's storm monitoring service for the home (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 differ from this Agreement, this Agreement controls, including Section 24.

(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 home from a storm that occurs after the date Owner signs page 1 (never the claim this Agreement covers), Owner first lets SkyView inspect and document it, at no charge, before any other contractor, and SkyView, with an Approved Contractor, is Owner's exclusive storm inspection 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 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; nothing here delays notice to the carrier, the carrier's inspections or emergency repairs.
(d) For a claim on a new storm, Owner and SkyView sign a new page 1 with all of the cancellation rights in Section 12; if Owner cancels within those periods, Owner owes nothing for that storm.
(e) If, during the term, Owner pursues a claim for such a new storm through someone else without first giving SkyView the inspection in (b), or uses SkyView's post-storm inspection or documentation for that storm without signing a new page 1, Owner owes the waived Overwatch fee at the published yearly rate, prorated by month for the time Owner received Overwatch, less any waived fee Owner already paid under this Section for an earlier storm, plus residential Exhibit A rates for post-storm work SkyView performed on that storm, together capped at 20% of the approved RCV of that claim, and nothing if that claim is denied or no claim payment is made. SkyView bills it with its records, and Owner may object in writing within ten (10) business days under Section 24. If SkyView inspects first and Owner does not sign or use SkyView's documentation, nothing is owed.
(f) 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, and the amounts in (e) are the only amounts owed for not following (b). Owner may end Overwatch at any time, online, by email, by phone or by written notice; (e) still applies to a storm that occurred before the notice, for claims made within twelve (12) months after that storm. If SkyView ends Overwatch, the exclusivity ends.
(g) 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) If Owner cancels this Agreement under Section 12, Overwatch and this Section 29 end on the cancellation date and Owner owes nothing under them, unless Owner later signs up separately in writing.

30. OWNERS AND AUTHORITY

Each person signing page 1 represents that he or she owns the home (or is a spouse with homestead rights), that all owners have signed or the signer has authority to sign for them, and that the home is a residence of one to four units. Owner has not signed any other contract, assignment of benefits or direction to pay for the same work or claim payments, except as disclosed to SkyView in writing before signing. All owners are responsible together for Owner's obligations; a spouse who signs only for homestead rights consents to the work but is not personally liable for any amount owed.

31. SALE OF THE HOME

If Owner sells the home before the work is complete, Owner will tell SkyView in writing first, and the claim funds for the work remain subject to this Agreement unless the buyer agrees in writing to take Owner's place.

32. NO UNAUTHORIZED PROMISES; HOW SKYVIEW IS PAID

No salesperson may change these Terms or make promises not written here. SkyView is paid its sales and project management fees by Contractor out of Contractor's price; Owner pays SkyView only a Cancellation Charge or SkyView Project Fee as stated in these Terms, any amount under Section 29(e), Emergency Work SkyView arranges under Section 5 (paid from claim funds only), and any optional service Owner separately chooses to buy (Overwatch Standard, or extended records access).

33. ENTIRE AGREEMENT AND CHANGES

Page 1, the Direction to Pay, the Payment Schedule, Forms R1, R2, R3 and R6-W as signed, Forms R7, R8 and R10 (if signed), these Terms, Exhibits A and C, the Overwatch Terms under Section 29 and the Notices of Cancellation are the entire agreement. Changes must be in writing signed by Owner and by Contractor or SkyView as its agent; any change to Sections 5, 11, 12, 15 or 16 or to any amount owed to SkyView also needs SkyView's signature for itself. An unenforceable term is limited only as needed, and the rest stays in effect. Not enforcing a term is not a waiver. This Agreement binds Owner's successors and assigns. If Owner sells or transfers the home or the right to the claim payments before the work is complete and paid, Owner will tell SkyView in writing beforehand, and any amount owed under this Agreement is paid at closing.

34. SURVIVAL

Sections 2, 5, 9, 10, 12(c), 15, 16, 17, 20, 22 through 28 and 30 through 40 survive the end of this Agreement, and Section 29 survives only as stated in it.

35. 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 an escrow agent or Contractor. SkyView is not responsible for the acts, omissions, delays, errors, fees, insolvency or failure of any escrow agent, Contractor's use of funds deposited with it, any bank, the carrier, the mortgage company, or Owner's public adjuster or attorney, or for delays in claim payments 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 at a number Owner looks up independently. SkyView is not liable for money sent on instructions SkyView did not give.

36. ACTS UNDER THE LIMITED POWER OF ATTORNEY

If Owner signs Form R10, Owner ratifies and confirms everything SkyView does in good faith under it. SkyView is not liable to Owner for any act or omission under Form R10 except its own gross negligence, willful misconduct or an act outside Form R10'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 R10.

37. ACCURATE INFORMATION; NO MISREPRESENTATION

Owner represents that the information Owner gives SkyView, Contractor and the carrier is true and complete, including ownership, the mortgage company, 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. After Owner's cancellation periods in Section 12 end, that is Owner's breach under Section 17 or, before the carrier's written decision, Owner's withdrawal of the claim under Section 15(d).

38. 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. 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.

39. 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 R9), 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 any 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 Sections 5(e) and 15(c) is unchanged.

40. COMPLETING MISSING INFORMATION

Owner authorizes SkyView to fill in or correct blank or incomplete claim information in this Agreement and the forms under it after signing, including the insurance carrier, policy number, claim number, date of loss, adjuster and contact details, the mortgage company, loan number and loss-draft contact, any escrow file number and Owner's mailing address, using information from Owner, the carrier, the mortgage company, any escrow agent, Owner's policy and claim documents or public records. SkyView may not change the date of transaction, any cancellation deadline, price, rate, fee, cap, signature or other term this way. On request SkyView tells Owner what it filled in, and Owner may correct it by written notice; the change applies from then on.

EXHIBIT A · RESIDENTIAL PUBLISHED RATES

Rates in effect on the date Owner signs page 1 (Version Nov 1, 2026). They set the Cancellation Charge (Terms §15), SkyView Project Fee (§16) and the tarping and repair charges (§§4, 5). **Specialty roofs.** Natural slate and historic or specialty clay tile take specialized identification, sourcing, scoping and estimating that few firms can do, so those roofs use the specialty rates below. **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. 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
ROOF INSPECTION AND DAMAGE DOCUMENTATION Slope-by-slope photos, test squares, hail and wind damage testing, measured photo log	$695 per home (up to 40 squares; $15 per square above)
INTERIOR INSPECTION AND DOCUMENTATION Room-by-room photos and moisture readings	$250 per home
SCOPE, MEASUREMENTS AND ESTIMATE PACKAGE Line-item scope with code and manufacturer items	$595 per home
DAMAGE DOCUMENTATION PACKAGE Indexed photos, test results and findings	$295 per home
CONTRACTOR'S REVISED REPAIR ESTIMATE After the first submission	$195 per revision
DRONE / AERIAL MEASUREMENT REPORT	$250 per home
WEATHER AND STORM HISTORY REPORT	$150 per home
CODE AND MANUFACTURER REQUIREMENTS REPORT	$250 per home
LEAK INVESTIGATION OR WATER TEST	$350 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)
ADDITIONAL SITE VISIT OR REINSPECTION TO DOCUMENT CONSTRUCTION SCOPE	$295 per visit
SENIOR CONSULTANT SERVICES File and scope review, documentation and correspondence by SkyView's principal consultant	$225 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 ($56.25); reviews after the cancellation date are not billed; ends on denial or cancellation of all approved work
SUPPORT STAFF SERVICES Routine scheduling and coordination by SkyView staff	$95 per hour, billed in 0.25-hour increments

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. To the extent the law allows, Owner may object to a charge only that the service was not performed, that the unit, time or amount billed is wrong, or that it was billed twice (Terms §15(c)); disagreement with SkyView's method, extent or judgment is not a reason to reduce or refuse payment.

SERVICE	RATE
PROJECT FILE ADMINISTRATION AND ONLINE PROJECT PORTAL CRM, updates, document control and Owner access to project records, as SkyView provides	$175 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
EMERGENCY OR AFTER-HOURS RESPONSE	$350 per call-out (billed only within a Cancellation Charge or SkyView Project Fee, not as Emergency Work; repairs Owner requests use the service call rate above)
CORE CUTS, SAMPLES AND LAB TESTING	At cost, no markup; billed only as Expert Costs on cancelled items, outside the cap (Terms §15(b))
ENGINEERING REPORT	At cost, no markup; billed only as Expert Costs on cancelled items, outside the cap (Terms §15(b))
FIRE, SMOKE AND WATER SERVICES	Fire and smoke damage assessment $595 per home · Water damage assessment and moisture mapping $395 per home · Drying verification visit $195 per visit · Contents work-order coordination $195 per project
TRAVEL TO A HOME 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 home 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 AND TEMPORARY REPAIRS	Amount SkyView pays the licensed contractor + 15%
SPECIALTY ROOFS: NATURAL SLATE Replaces matching standard rates	Inspection and documentation $150/square (min. $2,500) · Material ID and sourcing $1,500 · Scope and estimate $250/square (min. $3,500) · Specialty consultant $350/hr · Site visit or reinspection $595
SPECIALTY ROOFS: HISTORIC OR SPECIALTY CLAY TILE, SUCH AS LUDOWICI Replaces matching standard rates	Inspection and documentation $300/square (min. $5,000) · Material ID and sourcing $2,500 · Scope and estimate $500/square (min. $7,500) · Specialty consultant $450/hr · Site visit or reinspection $795
CAP ON CANCELLATION CHARGE	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 §15)
CAP VALUATION RATES Approved Contractors' standard rates per sq ft of roof; set the cap only, not a quote	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 §15)
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	$120 per year, only if Owner signs up separately in writing after closeout; a separate optional purchase, never part of a Cancellation Charge or SkyView Project Fee
SKYVIEW OVERWATCH Fee waived two years for exclusivity	$199 per home per year (or $19.99/month on the Standard plan); waived in renewing two-year terms in exchange for storm-claim exclusivity (Terms §29); any amount under §29(e) uses the yearly rate, prorated by month