

# SERVICETITAN, INC.

## TERMS OF USE

**Last Updated: November 1, 2019**

Welcome to [ServiceTitan.com](http://ServiceTitan.com). This Agreement of Use (“**Agreement**”) is a binding legal agreement between you and ServiceTitan, Inc., regarding your use of the ServiceTitan proprietary online platform for field service business management (the “**Service**”). Please read this Agreement carefully. By accessing or using the Service, you accept this Agreement and agree to use the Service in compliance with this Agreement. The terms “Subscriber,” “you,” “your,” “yours,” and “authorized user” refer to you, the account administrator, any individual user that is authorized by an account administrator, or an entity using the Service. If you are accepting this Agreement on behalf of an entity, you represent and warrant that you have the authority to do so. The terms “ServiceTitan,” “we,” “us,” and “our” refer to ServiceTitan, Inc. and our affiliates, as applicable. We may periodically make changes to this Agreement, and you may view the most current version at [www.servicetitan.com/TermsOfUse](http://www.servicetitan.com/TermsOfUse). This Agreement of Use and our Privacy Policy at [www.servicetitan.com/PrivacyPolicy](http://www.servicetitan.com/PrivacyPolicy) constitute important agreements between us and should be read by you in their entirety.

We may make changes to this Agreement from time to time, and we will give you not less than thirty (30) days advance notice of any such changes and an opportunity to opt-out by sending an email to [optout@servicetitan.com](mailto:optout@servicetitan.com). If you continue to use the Service following such thirty (30) days notice, you will have agreed to such changes and will be bound by them. If you opt-out of such changes, our legal agreement will continue to be bound by the last version of this Agreement that you accepted, subject to our mutual rights to discontinue our contractual relationship.

Except for certain kinds of disputes described in Section 19, you agree that disputes arising under this Agreement will be resolved by binding, individual arbitration, and BY ACCEPTING THIS AGREEMENT, YOU AND SERVICETITAN ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 19).

### **1. Account Registration**

**(a) Accounts.** You must register for and maintain an account with us to use the Service. When registering, you must provide accurate and complete information and promptly update this information. If you provide any information that is inaccurate or incomplete, or we have reason to believe that the information is inaccurate or incomplete, we may suspend or terminate your account and your use of the Service. Only authorized users may use your account to use the Service and conduct other activities with us. You are responsible for all activities that occur through your account. To protect your account from unauthorized use, keep your user identification and password secure and those of your authorized users. Please notify us immediately of any unauthorized use of your account or any other breach of security. If there is unauthorized use by anyone who obtained access to the Service directly

or indirectly through you, you will take all steps reasonably necessary to terminate the unauthorized use. You will cooperate and assist with any actions taken by ServiceTitan to prevent or terminate unauthorized use of the Service.

**(b) Eligibility.** You must be at least 18 years old to use the Service. By agreeing to this Agreement, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations.

**(c) Corporate Entities.** If you are an entity, organization, or company ("**Corporate Entity**"), the individual accepting this Agreement on your behalf represents and warrants that they have authority to bind the Corporate Entity to this Agreement and the Corporate Entity agrees to be bound by this Agreement. You may allow Managed Technicians working for your Affiliates to use the Service under your subscription to the Service, as long as the total number of Managed Technicians between you and all of your Affiliates does not exceed the number of Managed Technicians that you are paying for under your subscription and as long as used in the operation of a single business. If you allow your Managed Technicians working for your Affiliates to use your account, you agree that: (a) you will at all times be liable and responsible for all acts and omissions of your Affiliates that use the Service (and any users using the Service on behalf of the Affiliate) as though those acts and omissions were committed by you; and (b) you agree (and you agree on behalf of your Affiliates) that your Affiliates and their end users may have access to all data and information that you can access through your account and ServiceTitan is not responsible for enforcing any data access restrictions between you and your Affiliates. "**Affiliate**" means any entity that, directly or indirectly, through one or more intermediaries, you control, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies. If you registered for the Service under a name other than the legal name of a business, we may from time to time require you to verify that all licenses purchased by you are used only by you and your Affiliates and in the operation of a single business. If you are using multiple Managed Technicians accounts in connection with the operation of more than one business, you must disclose this fact to us at time of registration and renewal for the Service, as separate businesses require separate agreements with us. Failure to do so will constitute a breach of your obligations pursuant to this Agreement.

## 2. License

**(a) License Grant.** Subject to your complete and ongoing compliance with the terms and conditions of this Agreement, ServiceTitan grants to you a limited, worldwide, non-exclusive, non-transferable, non-sublicensable right during the term of this Agreement to: (a) install and use one object code copy of any mobile application associated with the Service obtained from a legitimate marketplace (whether installed by you or pre-installed on your mobile device by the device manufacturer) on a mobile device that you own or control; and (b) access and use the Service solely in connection with the internal business operations of a single business, in each case solely for use by a number of Managed Technicians that does not exceed the number of paid subscriptions in your account, with no substitution of such users except as expressly permitted. By way of example only, if you have 10 employees in your company, and if you have only paid for 3 Managed Technician licenses, you are granted a limited non-exclusive license to have up to 3 individuals only access the Service as Managed Technicians, without substitution. Use of the Service by any number of individuals above the number of Managed Technician licenses you have purchased as part of your subscription is a violation of your Agreement. Any number of individuals using the Service in excess of the number of Managed Technician licenses you have subscribed to will be subject to immediate additional subscription purchases to the payment method on file, pro rated for any partial period.

(b) Managed Technicians. As used in this Agreement, a "**Managed Technicians**" means a natural person affiliated or associated with your business or under the direction of your business who: (i) is assigned sole or primary responsibility for performing a customer job by her/himself, (ii) who functions in a leadership role for an install crew or (iii) to whom or to whose activities revenue can otherwise be attributed. Any technician that is designated as a Managed Technician cannot be designated otherwise: (A) before the end of the subscription period in which he or she was so designated and (B) without the approval of ServiceTitan. You may not, and you must ensure that your Managed Technicians do not, share accounts with each other or any other individuals. You are responsible and liable for ensuring that your Managed Technicians (or anyone else using your accounts or the accounts of your Managed Technicians) comply with the terms of this Agreement. Deactivation of an individual as a Managed Technician will result in such technician being unassigned from all jobs and removed from reporting functionality. Monthly billing will be based upon the number of Managed Technicians at the beginning of the period, plus prorated billing for any added Managed Technicians and without reduction for users removed during the period. For the avoidance of doubt, the number of Managed Technician subscriptions that you must maintain at any given time will be subject to any minimums specified in your agreements with us.

(c) Early Access. If you obtain a subscription to a new feature or add-on to the Service designated by us as "Preview", "Beta", "Early Access" or "Evaluation Services" ("**Early Access Service**"), notwithstanding any other terms to the contrary, you may use such Early Access Service only for your internal demonstration, test, or evaluation purposes. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THE AGREEMENT, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, FOR EARLY ACCESS SERVICE AND THEY ARE PROVIDED ON AN "AS IS" BASIS. EARLY ACCESS SERVICE HAVE A NON-PERPETUAL TIME LIMITED SUBSCRIPTION TERM AND WE MAY "TIME-OUT" AND DISABLE THE EARLY ACCESS SERVICES OR OTHERWISE DISCONTINUE YOUR ACCESS AND USE OF THE EARLY ACCESS SERVICE AT ANY TIME WITHOUT PRIOR NOTICE. You will not attempt to defeat or circumvent any duration mechanism for the Early Access Service and will not use any Early Access Service beyond the prescribed term of early access. Your use of an Early Access Service may be subject to additional terms and conditions that you must agree to when accessing the Early Access Service.

### **3. Support**

If you are current with payment of Service fees, and subject to any other agreement you may for support for the Service, ServiceTitan will provide you with its standard technical support services relating to the Service, subject to ServiceTitan's published support policies.

### **4. Fees and Payment**

(a) General Payment Terms. Certain features of the Service may require you to pay fees, including all applicable taxes. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable. ServiceTitan reserves the right to change the required method of payment at any time, upon notice to you. You are responsible for updating your account information should the required payment method change.

(b) Price. ServiceTitan reserves the right to determine pricing for the Service. ServiceTitan will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information. ServiceTitan may change the fees for any feature of the Service, including additional fees or charges, if ServiceTitan gives you advance

notice of changes before they apply. ServiceTitan, at its sole discretion, may make promotional offers with different features and different pricing to any of ServiceTitan's customers. These promotional offers, unless made to you, will not apply to your offer or this Agreement.

(c) Subscription Service. The Service includes automatically recurring payments for periodic charges ("**Subscription Service**"). If you activate a Subscription Service, you authorize ServiceTitan to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The "**Subscription Billing Date**" is the date when you purchase your first subscription to the Service. Your account will be charged automatically on the Subscription Billing Date all applicable fees and taxes for the next subscription period. The subscription will continue unless and until you cancel your subscription or we terminate it. You must cancel your subscription before it renews in order to avoid charging of the next periodic Subscription Fee to your account. You may cancel the Subscription Service by contacting us at: [support@servicetitan.com](mailto:support@servicetitan.com).

(d) Delinquent Accounts. ServiceTitan may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees, charges or expenses (including attorneys' fees) that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

## 5. Term and Termination

(a) Term. The term of this Agreement commences upon your registration for a Service subscription and remains in effect for the term of your subscription. Subscriptions are month-to-month unless otherwise agreed. The term of your subscription, including the obligation to pay the applicable Service subscription fees, will automatically renew for additional successive terms of the same duration unless terminated as specified in this Section. You may terminate this Agreement at any time upon written notice to ServiceTitan. For the purposes of providing notice of non-renewal as described in this paragraph, notice via email to ServiceTitan at [support@servicetitan.com](mailto:support@servicetitan.com) will be deemed sufficient. Upon termination, your access to the Service and any information stored by the Service will also terminate. ServiceTitan may terminate this Agreement at any time upon 30 days' prior written notice for its convenience, and will refund to you a pro-rata portion of any unused, prepaid fees.

(b) Termination. We may immediately, without notice, suspend or terminate your access to the Service and terminate this Agreement for any of the following reasons: (a) you breach any provision of this Agreement; (b) you seek to hack the security mechanisms of the Service or we otherwise determine that your use of the Service poses a security risk to us or to another user of the Service; (c) you introduce a malicious program into the network or a virtual machine instance; (d) you cause network interference that affects Service performance for other customers; (e) you use the Service in a way that we determine, in our sole discretion, is abusive or disrupts or threatens the performance or availability of the Service; or (e) we receive notice or we otherwise determine, in our sole discretion, that you may be using the Service for an illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of any third party.

(c) Effect of Termination. If this Agreement is terminated for any reason: (i) you will pay to ServiceTitan any fees or other amounts that have accrued prior to the effective date of the termination; (ii) any and all liabilities accrued prior to the effective date of the termination will survive; and (iii) the following sections will survive: Sections 5, 7, 8, 9 and 11 through 30. Following termination and upon your request and subject to any specific restrictions applicable to you or your data, ServiceTitan will make reasonable efforts to export and provide to you in electronic format the information you have uploaded to the

Service (service fees may apply), but ServiceTitan is not obligated to retain that information following any termination and makes no representation to the integrity, completeness or timeliness of any data so exported.

## **6. Access to the Service; Modifications to the Service**

We do not provide you with the equipment to access the Service. You are responsible for all fees charged by third parties to access the Service (e.g., Internet access charges). We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Service without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service, except that if we permanently discontinue the Service we will provide you, as your sole and exclusive remedy, and our sole and exclusive liability, a pro-rated refund representing the unused (as of the date of termination) portion of any subscription fees that you have paid in advance.

## **7. Restrictions**

You must comply with all applicable laws, including privacy laws, when using the Service; for the avoidance of doubt, you will be responsible for notifying parties that telephone calls are being recorded and receiving consent prior to sending text messages, to the extent required. Except as may be expressly permitted by applicable law or authorized by us in writing, you will not, and will not permit anyone else to:

- a. use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- b. harass, threaten, demean, embarrass, or otherwise harm any other user of the Service;
- c. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- d. use the Service in violation of any advertising and marketing laws such as CAN-SPAM, the Telephone Consumer Protection Act and the FTC's Telemarketing Sales Rule, including those that relate to (i) permitted calling times; (ii) customers' consent to be contacted by telephone and/or text messages (including opt in/opt out consent where applicable and do not call lists); (iii) any registration requirements relating to do not call lists; (iv) any notices that need to be given to potential customers during telephone calls.
- e. import or transfer to the Service any data that is sensitive financial information (including credit card numbers), health information, medical information, pharmaceutical information, information regarding children under 13 years of age, or other sensitive or regulated information (for example, Social Security Numbers);
- f. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- g. interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;

- h. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;
- i. sell or otherwise transfer the access granted under this Agreement or any right or ability to view, access, or use the Service; or
- j. attempt to do any of the acts described in this Section 7 or assist or permit any person in engaging in any of the acts described in this Section 7.

## **8. Ownership**

Except for the rights to access the Service expressly granted to you in this Agreement, we retain all right, title, and interest in and to the Service, including all related intellectual property rights. The Service is protected by applicable intellectual property laws, including United States copyright law and international treaties.

## **9. Feedback**

If you provide feedback to us regarding the Service or ServiceTitan's website (" **Feedback**"), you authorize us to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to us a non-exclusive, fully-paid, royalty-free, perpetual and irrevocable license to exploit the Feedback in any manner and for any purpose.

## **10. Information**

You may upload information to the Service. In addition, we may collect registration and other information about your use of the Service. You hereby grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, transmit, distribute and otherwise exploit all information that you upload and all information that we collect: (a) internally in any way subject to ServiceTitan's obligation of non-disclosure in Section 11; and (b) internally or externally in any way in aggregate or anonymous format or otherwise in conformity with our Privacy Policy.

## **11. Confidentiality**

Subject to ServiceTitan's rights under Sections 10, 16, and 17, ServiceTitan will not disclose to any third party, without your consent, the information or material you upload to the Service. This includes information about the pricing of the products and services that you might sell and promote through the Service. ServiceTitan may, however, disclose that information or material if required by law or if ServiceTitan reasonably determines that disclosure is necessary to prevent harm to ServiceTitan or any third party. Your consent to disclosure shall be deemed given in the event that you access ServiceTitan or your ServiceTitan data through a third party application, solely with respect to disclosure in connection with your use of such third party application. If ServiceTitan is required by law to disclose any of that information or material, ServiceTitan will make reasonable efforts to provide you prompt written notice of that requirement prior to disclosure. Further, if you register for the Service through a referral or other promotional partner or through an industry or trade group with whom we have a commercial relationship, we may disclose information about your account to that referral partner or industry group in connection with that commercial relationship. For the avoidance of doubt, however, ServiceTitan will not directly contact your customers or make personally identifying or contact data regarding your customers available to any third party without your consent. Such consent will be deemed given, however, in the event that you access ServiceTitan or your ServiceTitan data through a

third party application, solely with respect to disclosure in connection with your use of such third party application. You agree that ServiceTitan may use your name, logo and marks to identify you as a ServiceTitan customer on ServiceTitan's website and other marketing materials.

## **12. Warranties; Disclaimer**

ServiceTitan warrants that the Service will, during the term of your subscription, materially conform to any description of the Service published by ServiceTitan. As ServiceTitan's sole and exclusive liability for breach of this limited warranty, and your sole and exclusive remedy, ServiceTitan will make reasonable efforts to correct the non-conformity.

You represent and warrant that: (a) you will not upload or request that ServiceTitan import any information to the Service unless you have all permissions or licenses necessary to do so and to authorize ServiceTitan's use of that information in accordance with this Agreement; and (b) your use of the Service will not subject ServiceTitan to any liability or cause ServiceTitan to violate any law, rule, or regulation or guideline.

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. SERVICETITAN DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. SERVICETITAN DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND SERVICETITAN DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR SERVICETITAN ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE SERVICETITAN ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. ServiceTitan does not disclaim any warranty or other right that ServiceTitan is prohibited from disclaiming under applicable law.

## **13. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE SERVICETITAN ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE

OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY SERVICETITAN ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE SERVICETITAN ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO SERVICETITAN FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 13 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### **14. Indemnity**

To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify ServiceTitan and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “**ServiceTitan Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right, in connection with your use of the Service or any data, materials or information you provide to the Service; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

#### **15. Force Majeure**

ServiceTitan will not be liable to you for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to circumstances beyond ServiceTitan’s reasonable control.

#### **16. Assignability**

You may not assign this Agreement or any right, duty, or obligation under this Agreement, without ServiceTitan’s prior written consent, including, for the avoidance of doubt, to any acquirer of your business. If consent is given, this Agreement will bind your successors and assigns. Any attempt by you to transfer any right, duty, or obligation under this Agreement except as expressly provided in this Agreement is void. ServiceTitan may assign this Agreement or any right, duty, or obligation under this Agreement, at any time without your consent.



## 17. Subcontractors

ServiceTitan may utilize one or more subcontractors or other third parties to perform its duties under this Agreement so long as ServiceTitan remains responsible for all of its obligations under this Agreement.

## 18. Notices

Except as otherwise expressly set forth in this Agreement, any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth below for ServiceTitan, and at the address set forth in your account for you, and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

ServiceTitan, Inc.  
Attn: Legal  
801 N. Brand Blvd., Suite 700  
Glendale, CA 91203

## 19. Dispute Resolution

(a) Generally. In the interest of resolving disputes between you and ServiceTitan in the most expedient and cost effective manner, and except as described in Section 19(b) and (c), you and ServiceTitan agree that every dispute arising in connection with this Agreement will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND SERVICETITAN ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

(b) Exceptions. Despite the provisions of Section 19(a), nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

(c) Opt-Out. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 19 within 30 days after the date that you agree to this Agreement by sending a letter to ServiceTitan, Inc., 801 N. Brand Blvd., Suite 700, Glendale, CA 91203 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration ("Opt-Out Notice"). Once ServiceTitan receives your Opt-Out Notice, this Section 19 will be void and any action arising out of this Agreement will be resolved as set forth in Section 20. The remaining provisions of this Agreement will not be affected by your Opt-Out Notice.

(d) Arbitrator. Any arbitration between you and ServiceTitan will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (collectively, “**AAA Rules**”) as modified by this Agreement. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting ServiceTitan. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

(e) Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). ServiceTitan’s address for Notice is: ServiceTitan, Inc., 801 N. Brand Blvd., Suite 700 Glendale, CA 91203. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or ServiceTitan may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or ServiceTitan must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by ServiceTitan in settlement of the dispute prior to the award, ServiceTitan will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.

(f) Fees. If you commence arbitration in accordance with this Agreement, ServiceTitan will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Los Angeles County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse ServiceTitan for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

(g) No Class Actions. YOU AND SERVICETITAN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and ServiceTitan agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

(h) Modifications to this Arbitration Provision. If ServiceTitan makes any future change to this arbitration provision, other than a change to ServiceTitan’s address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to ServiceTitan’s address for Notice

of Arbitration, in which case your account with ServiceTitan will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

(i) Enforceability. If Section 19(g) or the entirety of this Section 19 is found to be unenforceable, or if ServiceTitan receives an Opt-Out Notice from you, then the entirety of this Section 19 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 20 will govern any action arising out of or related to this Agreement.

## **20. Governing Law**

This Agreement is governed by the laws of the State of California without regard to conflict of law principles. You and ServiceTitan submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Los Angeles County, California for resolution of any lawsuit or court proceeding permitted under this Agreement. We operate the Service from our offices in California, and we make no representation that the Service is appropriate or available for use in other locations.

## **21. Waiver**

The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

## **22. Severability**

If any part of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, unenforceable, or invalid, your right to use the Service will immediately terminate.

## **23. Privacy Policy**

Please read the ServiceTitan Privacy Policy [www.servicetitan.com/PrivacyPolicy](http://www.servicetitan.com/PrivacyPolicy) carefully for information relating to our collection, use, storage, disclosure of your personal information. The ServiceTitan Privacy Policy is incorporated by this reference into, and made a part of, this Agreement.

## **24. Additional Terms**

Your use of the Service is subject to all additional terms, policies, rules, product documentation, published materials or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the "**Additional Terms**"). All Additional Terms are incorporated by this reference into, and made a part of, this Agreement.

## **25. Consent to Electronic Communications**

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

## **26. Notice to California Residents.**

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

## **27. International Use**

The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

## **28. Google Maps.**

Google Maps presented to you through the Service are powered by Google. Your use of Google Maps is subject to the Google Maps Terms of Service, available online at [https://www.google.com/intl/en-US\\_US/help/terms\\_maps.html](https://www.google.com/intl/en-US_US/help/terms_maps.html), and <https://www.google.com/intl/ALL/policies/privacy/index.html>, and by using the Service, you are agreeing to be bound by such terms.

## **29. Notice Regarding Apple**

This Section 29 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that this Agreement are between you and ServiceTitan only, not with Apple Inc. (“**Apple**”), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the Service infringe a third party’s intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary of this Agreement. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **30. Entire Agreement**

This Agreement, along with the Privacy Policy any Additional Terms, is the final and complete expression of the agreement between these parties regarding your use of the Service. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications

regarding these matters, all of which are merged into this Agreement. No employee, agent, or other representative of ServiceTitan has any authority to bind ServiceTitan with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. ServiceTitan will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Subscriber in any receipt, acceptance, confirmation, correspondence, or otherwise, unless ServiceTitan specifically agrees to such provision in writing and signed by an authorized agent of ServiceTitan.

## ServiceTitan Phones Additional Terms

(a) If you register to use ServiceTitan's Phones services ("**ServiceTitan Phones**"), your use of ServiceTitan's Phones service is subject to these additional terms and conditions.

(b) Phones Upgrades and Downgrades. You may upgrade or downgrade your license to ServiceTitan Phones at any time during the month. For license upgrades, you will be charged the prorated difference between the Standard and Advanced license fees. For license downgrades, you will be charged the Advanced license rate for the remainder of the current billing cycle and the downgraded fees will apply at the beginning of the next billing cycle.

(c) Powered by Dialpad. ServiceTitan Phones is powered by Dialpad Inc.'s VoIP calling technology. You agree that, in accordance with our Privacy Policy, we may share your business and personal information with Dialpad in order to provide and support ServiceTitan Phones.

(d) Charges are set by ServiceTitan Phones. Our charges for ServiceTitan Phones may also include Federal Universal Service, Regulatory and Administrative Charges, and we may also include other charges related to our government costs. ServiceTitan sets these charges; they may not consist of taxes or be required by law (or otherwise related to anything the government does). They are kept by ServiceTitan in whole or in part, and the amounts and what they pay for may be changed by ServiceTitan at any time.

## Pricebook Pro Additional Terms

(a) Your use of ServiceTitan's Pricebook Pro service ("Pricebook Pro") is subject to the following additional terms and conditions.

(b) Restrictions on Pricebook Pro Content. You will not distribute, communicate, rent, lease or otherwise transfer the Pricebook Pro Content (other than Your Content through the ServiceTitan Service) to any third parties. You will not remove, modify, or obscure any ServiceTitan or third party proprietary rights notices embedded in the Pricebook Pro Content; and

(c) Termination. Upon termination of your Pricebook Pro subscription , ServiceTitan will allow you to access Your Content for a limited period of 30 days for the purpose of removing ServiceTitan-provided content from Your Content. Subject to ServiceTitan's agreement that all ServiceTitan-provided content (or content derived from ServiceTitan-provided content) has been removed from Your Content, ServiceTitan will then permit you to export Your Content from Pricebook Pro.

## Marketing Pro Additional Terms

(a) Your use of ServiceTitan's Marketing Pro service ("**Marketing Pro**") is subject to the following additional terms and conditions.

(b) Fees for Marketing Pro. The fees you will pay for ServiceTitan Marketing Pro will depend of the number of email contacts in your Marketing Pro account as set forth on the cover page. The fees invoiced to you will automatically change each month depending on the number of email contacts in your Marketing Pro account. Should you add or remove email contacts in the middle of any month such that your fees for Marketing Pro change, your fees for the month will be prorated based on the portion of the duration during the month at which you were under the new fees. All fees paid hereunder are non-refundable and non-recoupable.

(c) Compliance with Law. You represent and warrant that your access to and use of Marketing Pro will comply with all applicable laws, rules and regulations, including but not limited to those that relate to privacy and data protection and to the sending of electronic communications. You further represent and warrant that you have a lawful basis for processing and sending Your Content and communications to your customers, business contacts or followers who consent to receiving marketing messages from you or on your behalf ("**Contacts**"), whether through legally appropriate consents or otherwise. When using the ServiceTitan Service, you may import data, including personally identifiable information, regarding your Contacts ("**Contact Data**"). You will not provide ServiceTitan or upload to Marketing Pro, or take any actions with respect to, any of Your Content or Contact Data for which you do not have a lawful basis for processing, permissions or consents in accordance with applicable data protection laws. You (and not ServiceTitan) are responsible for ensuring that you meet all notice and consent obligations for sending communications to individuals in the jurisdictions where they reside. While Marketing Pro allows you to manage and access consents and other Contact Data, you acknowledge and agree that you, and not ServiceTitan, have sole responsibility for maintaining all records relating thereto. You are solely responsible for determining whether Marketing Pro is suitable for use in light of any laws and regulations that govern your entity, industry, or relationship with your own Contacts, including but not limited to consumer protection, privacy, advertising, intellectual property or other laws. You may not use Marketing Pro for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, or other laws that apply to commerce. The guidelines below are examples of practices that may violate this Agreement or applicable law when generating or sending commercial electronic messages ("**Emails**") through Marketing Pro:

- a. Using non-permission based Email lists (i.e., lists in which each recipient has not explicitly granted permission to receive Emails from you by affirmatively opting-in to receive those Emails);
- b. Using purchased or rented Email lists;
- c. Using third party email addresses, domain names, or mail servers without proper permission;
- d. Sending Emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com);



- e. Sending Emails that result in an unacceptable number of spam or UCE complaints (even if the Emails themselves are not actually spam or UCE);
- f. Failing to include a working “unsubscribe” link in each Email that allows the recipient to remove themselves from your mailing list;
- g. Failing to comply with any request from a recipient to be removed from your mailing list within 10 days of receipt of the request;
- h. Failing to include in each Email a link to the then-current privacy policy applicable to that Email;
- i. Disguising the origin or subject matter of any Email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any Email;
- j. Failing to include in each Email your valid physical mailing address or a link to that information; and
- k. Including “junk mail,” “chain letters,” “pyramid schemes,” incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any Email that encourages a recipient to forward the Email to another recipient.

(d) Your Content. You agree that ServiceTitan may, and hereby grant ServiceTitan a worldwide, royalty-free, fully paid, irrevocable, and perpetual right and license (with the right to sublicense) to access, use, copy, distribute or otherwise make available Your Content or any part thereof, in any form: (a) in order to provide the functionality of the Services (such as sharing Your Content with your customers). (b) internally in any way subject to ServiceTitan’s obligation of non-disclosure in Section 11; and (c) internally or externally in any way in aggregate or anonymous format or otherwise in conformity with our Privacy Policy. “Your Content” means all data, content, photos, images or other information that you submit to the Services. If any part of Your Content consists of, was copied from, or is in part derived from pre-existing content available on the Services, such part of Your Content will remain ServiceTitan’s proprietary information and subject to the restrictions in Section 7 above.

ServiceTitan reserves the right to investigate and take appropriate legal action against you if, in ServiceTitan’s sole discretion, Your Content includes prohibited content. Prohibited content includes, but is not limited to content that, in the sole discretion of ServiceTitan: is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person; exploits people in a sexual or violent manner; contains nudity, violence, or offensive subject matter or contains a link to an adult website; solicits personal information from anyone; promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; promotes an illegal or unauthorized copy of another person’s copyrighted work; furthers or promotes any criminal activity or enterprise

(e) Termination. Upon termination of your Marketing Pro subscription, ServiceTitan will allow you to access Your Content for a limited period of 30 days for the purpose of removing all ServiceTitan-provided content from Your Content. Subject to ServiceTitan’s agreement that all ServiceTitan-provided content (or

content derived from ServiceTitan-provided content) has been removed from Your Content, ServiceTitan will then permit you to export Your Content from Marketing Pro.