

SERVICETITAN, INC.

API TERMS

Last updated: December 2021

THESE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY. BY CLICKING "ACCEPT" YOU EXPRESSLY ACCEPT AND AGREE TO BE BOUND BY THESE TERMS.

THESE TERMS REQUIRE ARBITRATION TO RESOLVE DISPUTES, RATHER THAN A JURY TRIAL.

BY CLICKING "ACCEPT", OR OTHERWISE USING THE API, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THESE TERMS, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS. YOU AFFIRM THAT IF YOU ENTER INTO THESE TERMS ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

YOU SHALL NOT ENTER INTO THESE TERMS IF YOU (i) DO NOT AGREE TO THESE TERMS, (ii) ARE NOT THE OLDER OF (A) AT LEAST 18 YEARS OF AGE OR (B) LEGAL AGE TO FORM A BINDING CONTRACT, OR (iii) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.

These API Terms ("**Terms**") are a binding legal agreement between you and ServiceTitan, Inc. ("**ServiceTitan**"), regarding your use of the API and your connection to the ServiceTitan Platform using an Application (capitalized terms are defined below). Please read these Terms carefully. If you do not agree to any provision of these Terms, you must not use the API or connect to the ServiceTitan Platform using an Application.

1. DEFINITIONS

1.1 "**API**" means any application programming interface provided or made available by ServiceTitan to you, including application programming interfaces for the ServiceTitan Platform.

1.2 "**Application**" means an application developed by you that incorporates the API.

1.3 "**Documentation**" means any documentation or materials provided or made available by ServiceTitan to you under these Terms, including documentation and materials describing an API.

1.4 "**Redistributable Code**" means any software in object code format provided or made available by ServiceTitan to you under these Terms.

1.5 "**Sample Code**" means any software in source code format provided or made available by ServiceTitan to you under these Terms.

1.6 "**ServiceTitan Platform**" means ServiceTitan's digital platform that ServiceTitan provides or otherwise makes available to you in connection with the API.

2. LICENSE GRANT AND RESTRICTIONS

2.1 License Grant. Subject to the terms and conditions of these Terms, ServiceTitan hereby grants to you a limited, non-exclusive, nonsublicenseable, nontransferable, royalty-free license to: internally use a reasonable number of copies of the API in strict accordance with the Documentation solely to develop, test, and use Applications that are capable of interconnection with the ServiceTitan Platform (and not with any other service or product); reproduce and internally modify the Sample Code solely as a component of an Application; reproduce the Redistributable Code solely as a component of an Application; and distribute the Sample Code and Redistributable Code only in object code format solely as a component of an Application.

2.2 License Restrictions. The licenses granted to you in these Terms do not include any right to, and you will not: modify the Documentation, change any of the interfaces described in the Documentation, or extend any interfaces except as described in the Documentation; implement the API in any software other than an Application or to support any interfaces between computing devices or computing functions other than as expressly required to interconnect with the ServiceTitan Platform; modify, translate, or create a derivative work of any portion of the API except for the limited right to modify the Sample Code as expressly set forth in Section 2.1; sell, lease, loan, provide, distribute or otherwise transfer any portion of the API to any third party except for the limited right to distribute the Sample Code and Redistributable Code as expressly set forth in Section 2.1; reverse engineer, disassemble, decompile, or otherwise attempt to gain access to the source code of the API except for the Sample Code and except to the extent permitted by applicable law; display or disclose any portion of the API to any person except to your employees and contractors who are required to use the API in order for you to develop the Application for use with the ServiceTitan Platform and except for the limited right to distribute the Sample Code and Redistributable Code as expressly set forth in Section 2.1; remove, alter, or cover any copyright notices or other proprietary rights notices placed or embedded on or in any part of the API; use the API to create or develop any command set, application or other application programming interface or software (including without limitation the Application) that can be used with any service or product other than the ServiceTitan Platform; create or develop any application or other software (including the Application) that exposes or discloses the API to end users; interfere with the normal operation of the API; release or otherwise commercially distribute to third parties any Application that is not fully compatible with the API; disable or circumvent any security features of the ServiceTitan Platform; or cause or permit any third party to do any of the foregoing.

2.3 Application Restrictions. Your Application must not directly or indirectly adversely affect, impede, or otherwise hinder or disrupt the functionality or performance of the ServiceTitan Platform, including that it: does not adversely impact the stability of the ServiceTitan Platform; does not adversely impact the operation of other applications using an API; correctly identifies itself to the ServiceTitan Platform when requesting authorization; and does not attempt to modify the API or the ServiceTitan Platform in any way. Applications shall not be competitive with the ServiceTitan Platform or any other product or service offered by ServiceTitan. You agree not to share the Application key(s) provided by ServiceTitan with any third party and shall immediately inform ServiceTitan of any actual or suspected loss, unauthorized access or use, of any Application key. ServiceTitan reserves the right to revoke the permissions with respect to any Application key at any time and for any reason or no reason.

2.4 Open Source Restriction. Nothing in these Terms authorizes you to subject any portion of the API or any ServiceTitan intellectual property right in any portion of the API to the terms of any "open source" license, including a license that requires, as a condition of use, modification, or distribution of technology subject to such license, that such technology or other technology combined or distributed with such technology be disclosed or distributed in source code form; be licensed for the purpose of making derivative works; or be redistributable at no charge.

2.5 No Warranties. You must not make any representation or any express or implied warranty to third parties (including, without limitation, to any end users) on behalf of ServiceTitan.

2.6 **Feedback.** If you provide any feedback to ServiceTitan concerning the functionality and performance of the API or ServiceTitan Platform (including identifying potential errors and improvements) ("**Feedback**"), you hereby assign to ServiceTitan all right, title, and interest in and to the Feedback, and ServiceTitan is free to use the Feedback without payment or restriction.

2.7 **Reservation of Rights.** The API is licensed and not sold to you. ServiceTitan reserves the right to modify, suspend or discontinue the API and at any time without notice or liability to you. You acknowledge and agree that nothing in these Terms will convey, assign or otherwise transfer to you any title or ownership rights in any part of the API or the ServiceTitan Platform. All rights not expressly granted to you in these Terms are reserved to ServiceTitan. No additional rights whatsoever (including, without limitation, any implied licenses) are granted to you by implication, estoppel or otherwise.

2.8 **Confidentiality.** You will maintain the confidentiality of and not disclose to any third party: (a) these Terms, (b) all non-public information disclosed by ServiceTitan to you pursuant to these Terms, and (c) all Feedback, all ServiceTitan Platform performance data, and all other information obtained through use or access to the API or access to the ServiceTitan Platform.

3. UPDATES AND SUPPORT

3.1 **API Updates.** ServiceTitan may, in its sole discretion, provide replacements, updates, modifications, or bug fixes for the API to you ("**Updated API**"). Each Updated API will be deemed part of the API and subject to the terms of these Terms. Modified or merged portions of the Sample Code or Redistributable Code will be deemed part of the Sample Code or Redistributable Code, as applicable, and subject to the terms of these Terms. You will ensure that, prior to commercially using or releasing any Application, each Application will be fully compatible with the most recent Updated API, if any.

3.2 **Support.** ServiceTitan is not obligated to provide you with any assistance related to the API, the development of Applications, or connection to the ServiceTitan Platform.

4. TERM AND TERMINATION

4.1 **Term.** The term of these Terms will commence on the Effective Date and continue in effect until terminated in accordance with the provisions of these Terms.

4.2 **Termination and Suspension.** You may terminate these Terms at any time upon written notice to ServiceTitan. ServiceTitan may terminate these Terms immediately upon written notice, if you are in material breach of Section 2; if you otherwise materially breach these Terms and fail to cure the breach within 30 days after you receive notice of the breach from ServiceTitan; upon termination or expiration of your agreement to license use of the ServiceTitan Platform; or immediately, if you assert any claim of patent infringement against ServiceTitan based on patents reading on any portion of the API. Upon termination, your licenses under these Terms will end and you will cease all use of the API and discontinue use and distribution Applications. ServiceTitan may suspend your access to the API immediately and without notice if at any time ServiceTitan suspects any Application is causing ServiceTitan Platform instability.

4.3 **Survival.** Sections 2.3, 2.6, 2.7, 2.8, 4.3, 5, 6, 7, and 8 will survive any termination of these Terms.

5. **DISCLAIMER OF WARRANTIES.** THE API AND ALL INTELLECTUAL PROPERTY MADE AVAILABLE OR LICENSED BY SERVICETITAN UNDER OR IN CONNECTION WITH THESE TERMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SERVICETITAN DISCLAIMS ALL WARRANTIES DUTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE API AND RELATED INTELLECTUAL PROPERTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

6. **LIMITATION OF LIABILITY.** SERVICETITAN WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES ARISING FROM OR OTHERWISE RELATED TO THESE TERMS, EVEN IF SERVICETITAN OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SERVICETITAN'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO ONE HUNDRED DOLLARS. YOU HEREBY RELEASE SERVICETITAN FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. ALL CLAIMS BY YOU, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, MUST BE BROUGHT WITHIN ONE YEAR FROM THE DATE THE CAUSE OF ACTION ACCRUES. THIS LIMITATION OF LIABILITY CONSTITUTES AN ESSENTIAL PART OF THESE TERMS. This provision applies notwithstanding any contrary provision in these Terms.

7. **INDEMNITY.** You agree to indemnify and hold harmless ServiceTitan, its affiliates and licensors, and each of their respective officers, directors, employees, agents and successors and assigns (each, a "ServiceTitan Indemnitee"), from and against any and all claims, actions, suits, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred or otherwise suffered by each ServiceTitan Indemnitee (including but not limited to costs of defense, investigation and reasonable attorneys' fees) arising out of, resulting from or related to (i) the download, installation, duplication, storage, execution, display, performance, making of derivative works, use or distribution or transfer of any Application or related documentation or any content or materials or derivative works or products used by or in the Applications by any person or entity (except and solely to the extent such infringement is directly caused solely by the unmodified code, or portions thereof, as supplied to you by ServiceTitan under these Terms); (ii) any breach of these Terms by you; and/or (iii) any use, reproduction or distribution of the API or other code supplied to you under these Terms, as modified or integrated by you which causes an infringement of any patent, copyright, trademark, trade secret, or other intellectual property, publicity or privacy right of any third parties arising in any jurisdiction anywhere in the world (except and solely to the extent such infringement is directly caused solely by the unmodified API or code, or portions thereof, as supplied to you by ServiceTitan under these Terms). If and as requested by ServiceTitan, you agree to defend, at your cost, each ServiceTitan Indemnitee in connection with any third party claims, demands, or causes of action resulting from, arising out of or in connection with any of the foregoing; provided that you will not settle any claim, action or suit without the prior written consent of ServiceTitan.

8. MISCELLANEOUS

8.1 **No Partnership, Joint Venture or Franchise.** These Terms will not be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise.

8.2 **Export.** The Documentation, ServiceTitan Platform, API, and Applications may be subject to U.S. export jurisdiction and other applicable national or international laws. You agree to comply with all applicable international and national laws, including the U.S. Export Administration Regulations.

8.3 **Compliance with Laws.** You will abide by all applicable local, state, national, and foreign laws, treaties and regulations in connection with Application(s) and your use of the API.

8.4 **Governing Law.** These Terms will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of California, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Except as specified in Section 8.5, any action arising out of or in connection with these Terms will be heard in the state or local courts in Los

Angeles, California or the federal courts in the Central District of California, and each party hereby irrevocably consents to the exclusive jurisdiction and venue of these courts.

8.5 Arbitration. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute as to the interpretation, enforcement, breach, or termination of these Terms will be settled by binding arbitration in Los Angeles County, California, under the Rules of the American Arbitration Association by one arbitrator appointed in accordance with the Rules. If there is a conflict between the Rules and the terms of these Terms, the terms of these Terms will prevail. All other disputes will be resolved by a court as specified in Section 8.4. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration.

8.6 Assignability. You may not assign your rights, duties, and obligations under these Terms without the ServiceTitan's prior written consent, which consent will not be unreasonably withheld or delayed, except you may assign these Terms without the ServiceTitan's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees in writing to assume and fulfill all of the assigning party's obligations under these Terms and, if you are the assignor, the successor does not indirectly or directly compete with ServiceTitan. Any assignment in violation of this Section 8.6 is null and void.

8.7 Construction. If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect. If any limitation or restriction on the grant of any license to you under these Terms is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Failure by a party to enforce any provision of these Terms will not be deemed a waiver of future enforcement of that or any other provision.

8.8 Entire Agreement. These Terms constitute the entire and exclusive agreement between ServiceTitan and you with respect to the API and supersedes all prior agreements (whether written or oral) and other communications between ServiceTitan and you with respect to the API. Except to the extent that ServiceTitan is expressly precluded by applicable law, ServiceTitan further reserves the right to make changes to these Terms by providing you with reasonable notice of the changes (e.g., which notice may be sent to you via e-mail at the address you provided during registration or posted on the ServiceTitan website). You will be responsible for reviewing and becoming familiar with any and all such changes. If you continue to use any portion of the API after notice of any changes has been provided or posted, you will be deemed to have accepted any and all such changes.