



SERVICETITAN, INC.

API TERMS OF USE

Thank you for your interest in using ServiceTitan's APIs, associated software and related developer services and resources, as made available by ServiceTitan in its sole discretion (collectively, "**APIs**").

THESE API TERMS OF USE ("**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. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE THE APIs.

BY AGREEING TO THESE TERMS 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 BY APPLICABLE LAW FROM ACCESSING, USING OR DISPLAYING, AS APPLICABLE, THE APIs, OR ANY OF THE CONTENT FROM SERVICETITAN ACCESSIBLE THROUGH THE APIs ("**CONTENT**").

THIS AGREEMENT REQUIRES ARBITRATION TO RESOLVE DISPUTES, RATHER THAN A JURY TRIAL.

1. PURPOSE OF THESE TERMS

1.1 Purpose. ServiceTitan provides the APIs so that you and other developers may integrate the APIs into your applications (each an "**Application**") in order to enhance such Applications and benefit ServiceTitan and its customers. The APIs enable you to connect your Application to the online services provided by ServiceTitan's at servicetitan.com and related websites and mobile applications (but excluding third party applications and services contained therein) ("**ServiceTitan Platform**"), and obtain and display Content.

1.2 Public and Private APIs. ServiceTitan offers APIs to the public and other APIs that are private and may be available to you following an application and approval. Private APIs are subject to additional terms and conditions. In the event of a conflict between these Terms and those additional terms and conditions, the additional terms and conditions shall apply to the private APIs.

2. ACCOUNT REGISTRATION AND ACCESS CREDENTIALS

2.1 Account Registration. To use the APIs you must create an account. Your account must contain accurate and up-to-date information at all times, including your current title, company, and e-mail address. You agree that we can use, store, and share information submitted by you to ServiceTitan in connection with your account to contact you, for attribution purposes, handling inquiries from customers, for other purposes under these Terms. You acknowledge that if you share the contact information of your employees or independent contractors with us, we may contact them in accordance with these Terms.

2.2 Account Credentials. "**Account Credentials**" means any keys, passwords, or other mechanisms provided by ServiceTitan for you to access the APIs. You will keep your Account Credentials confidential and secure and immediately inform ServiceTitan at security@servicetitan.com of any confirmed or suspected loss, unauthorized access or use, of any of your Account Credentials. You will not apply for additional Account Credentials in an attempt to circumvent these Terms or the Documentation, including limits on the APIs. ServiceTitan reserves the right to revoke the permissions with respect to any Account Credentials at any time and for any reason.

3. LICENSE GRANTS AND RESTRICTIONS

3.1 API License. Subject to the terms and conditions of these Terms, ServiceTitan hereby grants to you a limited, non-exclusive, nonsublicenseable, nontransferable, royalty-free license to use the APIs to develop, test, use, and maintain an interconnection between your Application and ServiceTitan Platform.

3.2 **Content License.** Subject to the terms and conditions of these Terms, ServiceTitan hereby grants to you a limited, non-exclusive, nonsublicenseable, nontransferable, royalty-free license to display Content obtained via the APIs in your Application.

3.3 **Documentation.** Your use of the APIs and display of Content must at all times strictly comply with these Terms and with the documentation associated with the APIs and Content available on the developer site at <https://developer.servicetitan.io/> or otherwise provided to you ("**Documentation**").

3.4 **Restrictions.** In addition to the other terms and conditions in these Terms, except as expressly set forth herein or in the Documentation or in another agreement with ServiceTitan (including approval for use of private APIs), you agree not to do the following:

(a) distribute or allow access to the stand-alone APIs or use the APIs to connect to any other product or service other than the ServiceTitan Platform;

(b) modify, translate or create derivative work of the APIs, Content, ServiceTitan Platform, or Documentation;

(c) reverse engineer, disassemble, decompile, or otherwise attempt to gain access to source code not provided to you in the APIs or Documentation except to the limited extent expressly authorized under applicable statutory law;

(d) remove, alter, or cover any copyright notices or other proprietary rights notices, or hyperlinks, placed or embedded on or in any part of the APIs, Content, Documentation or ServiceTitan Platform;

(e) adversely affect, impede, interfere with or otherwise hinder or disrupt the functionality, stability, or performance of the APIs or ServiceTitan Platform;

(f) use the APIs in any manner that, as determined by ServiceTitan in its reasonable discretion, constitutes abusive usage;

(g) create or develop any application or other software (including the Application) that exposes or discloses API(s) to end users;

(h) use the APIs in any way that subjects the API or ServiceTitan Platform, or any portion thereof, to any open source license;

(i) use the APIs in an Application that is competitive with the ServiceTitan Platform or any other product or service offered by ServiceTitan, as determined in ServiceTitan's full discretion;

(j) attempt or provide a means to execute any scraping or "bulk download" operations, whether such operations use the APIs or not;

(k) release or otherwise commercially distribute to third parties any Application that is not fully compatible with the API(s);

(l) create or disclose metrics about, or perform any analysis of the API, Content, ServiceTitan Platform or Documentation;

(m) use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems); or

(n) use the APIs, Documentation or Content for any illegal purposes, or in any manner which would violate these Terms, or breach any laws or regulations, or violate the rights of third parties or expose ServiceTitan or its customers or users to legal liability;

(o) use the APIs on behalf of any third party;

(p) Sell, sublicense, or lease the APIs or any access thereto;

(q) share your access credentials with any ServiceTitan competitor or otherwise enable a ServiceTitan competitor to have access; or

(r) disparage ServiceTitan or knowingly tarnish the name, reputation, image or goodwill of ServiceTitan in connection with your Application or use of the API.

Further, any Application you intend to use in connection with the APIs shall be limited to a custom-built Application for a single ServiceTitan customer (and may not be distributed to, or otherwise used by, any other ServiceTitan customer), except to the extent that ServiceTitan has approved your application for and provided you a developer environment to host such Application.

4. **UPDATES; SUPPORT AND MAINTENANCE**

4.1 **Updates to APIs.** ServiceTitan may, in its sole discretion, provide replacements, updates, modifications, or bug fixes for some or all of the APIs ("**Updates**") and such Updates will be deemed part of the APIs and subject to the terms of these Terms. Updates may or may not be accompanied by notice to You. If ServiceTitan recommends timelines by which You should use the updated

version of the APIs, You will use reasonable efforts to update your Application according to the recommended timelines and You understand that failure to update your Application according to such timelines could result in your Application no longer functioning in whole or in part and/or ServiceTitan terminating API access for your Application.

4.2 Support and Maintenance. ServiceTitan is not obligated to provide you with any assistance related to the APIs, the development of Applications, or connection to the ServiceTitan Platform. If ServiceTitan provides you with support it may withdraw or change such support at any time. ServiceTitan will make reasonable efforts to ensure the availability of the APIs, but it does not promise any particular uptime or provide SLAs.

5. CONTENT

5.1 Use and Display. You may not use the Content for any other purpose other than to allow your users to use the Content in your Application. Content that pertains to a particular customer may only be displayed to that customer. You may not obtain, display or use more Content than is minimally required by the Application.

5.2 Storage. You must not store or cache any Content obtained from the APIs for longer than 24 hours, except to the extent expressly permitted by these Terms or the Documentation. You must store all Content in a manner which enables you to identify, segregate and selectively delete such Content. The Content must not be stored in a data repository that would enable any third party access other than the ServiceTitan customer to which it relates.

5.3 Deletion Upon Request. You agree that you will remove from display and destroy any Content within twenty-four (24) hours upon email or other written request from ServiceTitan.

6. BRANDING, ATTRIBUTION, NO PUBLICITY

6.1 "Brand Features" means the name, logo, trademarks, trade names, service marks, domain names and other distinctive identifiers of you or ServiceTitan, as applicable.

6.2 Attribution. You agree to comply with any attribution requirements set forth in the Documentation and Trademark Use Guidelines that are provided to you or posted on the Service Titan Platform. In addition to such requirements, absent ServiceTitan's prior written consent, you may not identify yourself as a "partner" of ServiceTitan, or in "partnership" with ServiceTitan, or in "association" with ServiceTitan. Any consent granted by ServiceTitan may subsequently be revoked upon written notice.

6.3 No Publicity. Except as expressly set forth in these Terms or the Documentation, neither party will publicize their relationship or the integration between ServiceTitan and the Application without the prior written consent of the other party.

7. SECURITY

7.1 Appropriate Security. You must keep all Access Credentials secure as required by these Terms. Your network, operating system and the software of your web servers, databases, and computer systems must be properly configured to securely operate your Application and process Content. You will use appropriate measures to protect Content collected by your Application, including personal data, from unauthorized access or use.

7.2 Notice. You must promptly report any security deficiencies in, or intrusions to, your Application or related systems to ServiceTitan in writing via email to security@servicetitan.com if such deficiencies or intrusions could reasonably be expected to affect the APIs, Content, or ServiceTitan Platform. You will work with ServiceTitan to immediately correct any security deficiency or intrusion and will not make public statements (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from ServiceTitan in each instance.

8. MONITORING

ServiceTitan may monitor use of the APIs to ensure quality, improve ServiceTitan products and services and verify compliance with these Terms. This monitoring may include ServiceTitan accessing and using your Application, for example to identify security issues that could affect ServiceTitan or its users. You will not interfere with this monitoring. ServiceTitan may use any technical means to overcome such interference.

9. CONFIDENTIALITY

Our communications to you and our APIs and Documentation may contain ServiceTitan confidential information. ServiceTitan confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances, as well as information related to private APIs. If you receive any such information, then you will not disclose it to any third party without ServiceTitan's prior written consent. ServiceTitan confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose ServiceTitan confidential information when compelled to do so by law if you provide ServiceTitan with reasonable prior notice, unless you are prohibited by law from providing ServiceTitan such prior notice.

10. FEEDBACK

If you provide any feedback to ServiceTitan concerning the API, Content, 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.

11. FEES

11.1 Fees. ServiceTitan reserves the right to charge for the APIs. Your usage of the APIs may bear fees in the future.

11.2 Costs and Expenses. Each party will bear its own fees and expenses in complying with these Terms, providing the APIs and Content (in the case of ServiceTitan), and providing the Application (in your case).

11.3 No Incremental Charges to Application Users. You may not charge users or customers of your Application any incremental fees for access to the APIs or ServiceTitan Content.

12. OWNERSHIP

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. ServiceTitan does not acquire ownership in your Application, and you do not acquire ownership of any rights in our APIs, the Content, or the ServiceTitan Platform.

13. TERM AND TERMINATION

13.1 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.

13.2 Termination and Suspension. You may terminate these Terms at any time upon written notice to ServiceTitan. ServiceTitan may terminate these Terms immediately, or suspend your access to the APIs, if you are in material breach of these Terms, or ServiceTitan suspects your Application is causing ServiceTitan Platform instability, or security, legal or business risks or is otherwise not in ServiceTitan's or its customers' or users' best interests. In the foregoing situations, ServiceTitan does not promise prior notice but will make reasonable efforts to provide you with notice. In addition to its other termination rights herein, ServiceTitan may terminate these Terms at its discretion at any time upon thirty (30) days prior notice to you.

13.3 Discontinuance. ServiceTitan may discontinue portions of or all APIs at any time in its discretion.

13.4 Survival. Sections 5, 6, 9, 10, 12-17 will survive any termination of these Terms.

14. DISCLAIMER OF WARRANTIES

THE APIs AND ALL MATERIALS THEREIN AND CONTENT RECEIVED THEREFROM, 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 APIs, AND ALL MATERIALS THEREIN AND DATA RECEIVED THEREFROM, AND RELATED INTELLECTUAL PROPERTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AVAILABILITY, SECURITY, NONINFRINGEMENT, AND/OR LOSS OF DATA. SERVICETITAN DOES NOT WARRANT THAT THE APIs, CONTENT, DOCUMENTATION OR SERVICETITAN PLATFORM WILL BE FREE OF ERRORS, BUGS OR INTERRUPTIONS OR THAT THE CONTENT OR OTHER DATA PROVIDED IS ACCURATE, COMPLETE OR OTHERWISE VALID.

15. INDEMNITY

You will defend, hold harmless, and indemnify ServiceTitan and its affiliates, and their respective employees, shareholders, directors, officers, and agents from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, including reasonable attorneys' fees, to the extent arising from: (a) your breach of these Terms; (b) the violation of any copyright, trademark, service mark, trade secret or patent by the Application, Feedback or your Brand Features; or (c) your content or data in your Application that that you submit via the APIs (excluding Content). You will not agree to any settlement that imposes any obligation on ServiceTitan without ServiceTitan's prior consent.

16. 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 OR THE APIs, CONTENT, DOCUMENTATION OR SERVICETITAN PLATFORM, 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 THE LIMITATIONS

OF LIABILITIES CONTAINED HEREIN WERE FACTORED INTO THE FEE STRUCTURE AND RISK ALLOCATION BETWEEN THE PARTIES AND FORM A MATERIAL PART OF THE BARGAIN.

17. MISCELLANEOUS

17.1 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.

17.2 Export. The APIs, ServiceTitan Platform, 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.

17.3 Independent Development; No Exclusivity. Each party may be independently developing applications, products and services that are similar to or competitive with the other party and nothing in these Terms restricts or prevents each party from creating and fully exploiting such applications, content and other items, without any obligations to the other party. No exclusivity is created by you entering into these Terms.

17.4 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 and display, as applicable, of the APIs, Documentation and Content.

17.5 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 otherwise specified in these Terms, including arbitration requirements, 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.

17.6 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 these Terms, these Terms will prevail. All other disputes will be resolved by a court as specified in these Terms. 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 and/or litigation.

17.7 Notice. Unless otherwise specified in these Terms, notice required of a party to the other party pursuant to these Terms may be provided by email to the email address associated with your developer account (in the case of notice from ServiceTitan to you) or to legal@servicetitan (in the case of notice from you to ServiceTitan).

17.8 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, as determined in ServiceTitan's sole discretion. Any assignment in violation of this Section is null and void.

17.9 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. The headings contained herein are not part of these Terms other than for convenience.

17.10 Entire Agreement. These Terms constitute the entire and exclusive agreement between you and ServiceTitan, and supersedes prior agreements (whether written or oral) and communications between you and ServiceTitan with respect to the APIs, Documentation and Content.

17.11 Changes to these Terms. ServiceTitan reserves the right to update these Terms and You are responsible for reviewing these Terms for changes. ServiceTitan will notify You of material updates to these Terms, such notice which will be in a manner reasonably determined by ServiceTitan (e.g., ServiceTitan may send email notice to the email address associated with your account and/or may display banner notice on the Developer Site). If you continue to use the APIs after changes have been posted, you will be deemed to have accepted any and all such changes.

Last updated: February 2024