

SERVICETITAN, INC.

TERMS OF USE

Last Updated: April 3, 2017

Welcome to ServiceTitan.com. These terms of use (“**Agreement**”) are 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. These Terms of Use and our Privacy Policy at 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. If 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. In order to give this opportunity to current users as of April 3, 2017, this Agreement will be effective as to such users on May 3, 2017.

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

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.

2. License

Subject to the terms and conditions of this Agreement, ServiceTitan grants to Subscriber a limited, worldwide, non-exclusive, non-transferable, non-sublicensable right during the term of this Agreement for the use of the Service by the Subscriber and Subscriber’s personnel solely in connection with Subscriber’s internal business operations.

3. Support

If you are current with payment of Service fees, ServiceTitan will provide you with its standard technical support services relating to the Service.

4. Fees and Payment

You will pay the fees for the Service subscription and services selected by you at the time that the term of this Agreement, or any renewal, begins. You authorize ServiceTitan (either directly or through its third party payment processor) to charge the credit card identified by you (which you represent and warrant that you are authorized to use) or to process an ACH payment from the account(s) identified by you for all applicable fees for your subscription in US dollars, including all applicable taxes. If ServiceTitan does not receive payment from your credit card provider or by means of our ACH transfer or otherwise as agreed, you agree to pay all amounts due upon demand, in US dollars, and ServiceTitan may suspend your access to the Service. All sales are final and ServiceTitan will not issue refunds except as expressly provided in this Agreement. You will promptly reimburse ServiceTitan for any costs incurred in connection with collection of past-due amounts, including attorneys' fees, and ServiceTitan may, as a result of late payment, among other remedies available to it, discontinue its provision of the Service to you in accordance with this Agreement.

5. Term and Termination

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 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.

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.

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 4, 5, 8 through 14, and 18 through 22. 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, 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) modify or reverse engineer any portion of the Service; (b) rent, lease, or otherwise permit any third party to use any portion of the Service; (c) circumvent or disable any security or other technological features or measures of any portion of

the Service; (d) use the Service in a manner that threatens the integrity, performance, or availability of the Service; nor (e) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Service.

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 perpetual and irrevocable license to use 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 and 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. 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.

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.

Subscriber represents and warrants that: (a) Subscriber will not upload any information to the Service unless Subscriber has all permissions or licenses necessary to do so and to authorize ServiceTitan's use of that information in accordance with this Agreement; and (b) Subscriber's use of the Service will not subject ServiceTitan to any liability or cause ServiceTitan to violate any law, rule, or regulation or guideline.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU. EXCEPT AS EXPRESSLY SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SERVICE TITAN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICE, AND YOU RELY ON THE SERVICE AT YOUR OWN RISK. ANY MATERIAL ACCESSED, DOWNLOADED OR

OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR HARDWARE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SERVICETITAN OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

13. Limitation of Liability

SERVICETITAN WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SERVICETITAN HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL SERVICETITAN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY YOU TO SERVICETITAN FOR THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SERVICETITAN TO SUBSCRIBER AND 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 SET FORTH IN THIS AGREEMENT WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

14. Indemnity

You will indemnify and hold ServiceTitan and its subsidiaries, affiliates, officers, agents, and employees, harmless from any costs, damages, expenses, and liability caused by your use of the Service, your violation of this Agreement, or your violation of any rights of a third party through use of the Service.

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. 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

the Subscriber account for Subscriber 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), you and ServiceTitan agree that every dispute arising in connection with these Terms 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 these Terms, 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 these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, 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) above, 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) 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 these Terms. The AAA Rules and filing forms are available online at 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.

(d) 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. 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 dispute is finally resolved through arbitration in your favor, ServiceTitan will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by ServiceTitan in settlement of the dispute prior to the arbitrator’s award; or (iii) \$1,000.

(e) Fees. If you commence arbitration in accordance with these Terms, 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, 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.

(f) No Class Actions. YOU AND SERVICE TITAN 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.

(g) 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 this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

(h) Enforceability. If Section 19(f) is found to be unenforceable or if the entirety of this Section 19 is found to be unenforceable, then the entirety of this Section 19 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 19(e) will govern any action arising out of or related to these Terms.

20. 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.

21. 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, Subscriber's right to use the Service will immediately terminate.

22. Entire Agreement

This Agreement is the final and complete expression of the agreement between these parties regarding Subscriber's 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. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. 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.