

ServiceTitan API Terms of Use

Welcome to ServiceTitan. We're excited to have you in our Developer Program to enable you to create new and exciting applications for our members.

Note: By joining our Developer Program and using our APIs, you are entering into a legally binding agreement.

Last revised October 01, 2016.

1. Introduction

About us and these API Terms of Use

By using our developer platform, you agree that you are entering into a legally binding agreement with ServiceTitan, Inc. 800 N. Brand Ave, Suite 908 Glendale, California 91203, USA (“we,” “us,” “our,” and “ServiceTitan”). By registering for an account (a “Developer Account”) at [developer.servicetitan.com] (the “Developer Site”), you acknowledge that you have read and understood and agree to be bound by these ServiceTitan API Terms of Use (the “Terms”). If you are using or intend to use our developer platform, APIs or other resources on behalf of a company or other entity, you represent and warrant that you have full legal authority to register for a Developer Account on behalf of that entity and bind it to these Terms. If you are not authorized, you may not accept the Terms or register for a Developer Account for someone else.

We may update these Terms from time to time in our sole discretion. We may or may not inform you of changes or updates. Please check back regularly as it is your responsibility to remain informed of these Terms.

A. Our Developer Program

ServiceTitan provides innovative call-tracking, inventory, operations and sales solutions to the world's best field services companies. Our mission is to enable our customers to be more productive and successful. To that end, we make APIs available to third party developers to provide new and exciting features and integrations with ServiceTitan and to create third party applications for our members and customers.

B. Scope and Intent; Application Limitations

Our Developer Program is a self-service program, where you can develop applications using ServiceTitan's APIs as soon as you register for a Developer Account. Our Developer Program has certain limitations, however, as we describe below. If you wish to develop an application outside of these limitations, you will need to contact us to discuss it, together with any additional terms and conditions.

As used in these Terms, “APIs” means programmatic web APIs and associated tools and documentation that ServiceTitan provides, and “Application” means a software application, website, or product you create or a service you offer.

Your Application is eligible for our Developer Program if you are developing an Application or intergration designed to help ServiceTitan customers be more productive and successful; for example, by providing reputation management and marketing services to ServiceTitan customers.

You cannot use the Developer Program and you do not have a right to self-service access to our APIs if your Application:

- is expected to (i) have more than 1,000 users, (ii) make more than 10,000 daily calls to a ServiceTitan API or (iii) make more than 100,000 lifetime calls to a ServiceTitan API;
- relies on access to ServiceTitan APIs as a fundamental aspect of your business;
- will store or export any data from ServiceTitan other than caching customer data for Application performance enhancements for a period of not more than 24 hours or otherwise storing data in accordance with our Terms of Use and using commercially reasonable methods to protect, transmit and retain the legal character of such data;
- replicates or attempts to replace the essential user experience of ServiceTitan or any ServiceTitan application or targets current or potential paying customers of ServiceTitan with competing products or services;
- uses the APIs to spam, incentivize, or harass users or others or in connection with spyware, adware, or any other malicious programs or code;
- attempts to cloak or conceal your identity or your application's identity when requesting authorization to use the APIs;
- uses the APIs in any manner or for any purpose that violates any law or regulation, or any rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality;
- uses the APIs in a manner that adversely impacts the stability of ServiceTitan or adversely impacts the behavior of other applications using the APIs; or
- includes adult content, promotes gambling, or involves the sale of tobacco or alcohol to persons under 21 years of age.

2. Joining the Developer Program

A. Developer Accounts and Access Credentials

1. Developer Account

To use our self-service APIs, you must first sign up for a Developer Account at [developer.servicetitan.com]. Your Developer 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 through your Developer Account as permitted in our Terms of Use. You will be required to affirmatively consent to these API Terms of Use in order to obtain a Developer Account.

2. Access Credentials

Once you have a Developer Account you may obtain Access Credentials for your Application. “**Access Credentials**” means the necessary customer-specific security keys, secrets, tokens, passwords, and other credentials to access the APIs. Your requests for Access Credentials, consents and revocations of consent will be tied to your Developer Account. These Access Credentials and the log of consents enables us to associate API activity with your Application and the ServiceTitan customers using it. The maintenance of your Developer Account is your responsibility, and you must use customer Access Credentials strictly in accordance with the scope of the consent, our Terms of Use and these API Terms of Use. Keep Access Credentials and the authentication details to your Developer Account secret. You may not sell, transfer, or sublicense any of them. You may not circumvent them or use them to reverse engineer any aspect of ServiceTitan.

3. Test Account

You may create up to five ServiceTitan test accounts for testing purposes only. You must create the accounts manually and not via any automated means, such as scripts. These test accounts must not interact with non-test accounts, or override our API user limits. You must clearly identify the accounts as as “Developers” in your Developer Account.

4. API License

As long as you follow these Terms, we grant you a limited, non-exclusive, non-assignable, non-transferable license under ServiceTitan’s intellectual property rights to use the APIs to develop, test, and support your Application, and to let your customers use your integration of the APIs within your Application.

3. Professional Conduct

A. Display and Use Customer Data Properly

1. User Data

ServiceTitan doesn’t own customer data uploaded onto the system, the customers do. Although the APIs can be used to provide you with access to this customer data, neither ServiceTitan’s provision of the APIs to you nor your use of the APIs override these customers’ rights in their data. In ALL cases, you are solely responsible for making sure that your and your Application’s use of customer data is done with consent and in compliance with the customers’ requirements or restrictions. You must fully disclose and receive and record affirmative user consent to the fact that your Application is governed by its own Terms of Service and that ServiceTitan is not responsible for your use of customer data.

Excluded Uses

Whether or not you receive consent from an end customer, you agree that you will never do any of the following under these Terms:

- a. Use ServiceTitan customer data in any advertisements or for purposes of targeting advertisements, in your Application or elsewhere.
- b. Use customer data for any of the following: generating messages, promotions, offers, or mass messages (except for those generated by direct customer action in your application); or for any other purpose other than to allow end users to use the customer data in your Application.
- c. Sell, lease, share, transfer, or sublicense any customer data or access to any customer data, directly or indirectly, to anybody. That includes data brokers, salespeople, advertisers, social or professional networks, recruiters, or anyone besides yourself or the company on whose behalf you agreed to these Terms.
- d. Use the APIs to retrieve customer data mingled with third party search results (i.e., aggregated search results).
- e. Use someone's Access Credentials to show his or her customer data to someone else, whether directly or through a public medium (e.g., as part of search results). Each user must authenticate individually to retrieve his or her customer data through the APIs.
- f. Distribute or allow access to the APIs to anyone other than the company on whose behalf you agreed to these Terms, or create an API that enables access to ServiceTitan customer data. Anyone who wants to access our APIs and content must register for our Developer Program.
- g. Provide means for the mass export of ServiceTitan customer data.

2. Protection of Stored Data

You must use commercially reasonable security measures to protect the confidentiality of all stored data, which measures are at least as secure as those you use to protect your own confidential information. The stored data must not be transferred or provided to any third parties. ServiceTitan may require that you certify that you have deleted stored data.

B. Delete Customer Data When Asked

1. Delete at User Request

You must delete all data collected with the user's consent upon request by the user, when the user uninstalls your Application, or when the user closes his or her account with you or otherwise signals a revocation of consent to his or her Access Credentials. The restrictions of this section do not apply to data that users provide directly to you and that is separately entered or uploaded to you by the user of your Application.

2. Delete for Breach

You must immediately delete all ServiceTitan and ServiceTitan customer data if we terminate your use of the APIs for breach of these Terms, except when doing so would cause you to violate any law or obligation imposed by a governmental authority.

C. Don't Mislead or Harm Users

1. Your Application must include your own user agreement and privacy policy. Your user agreement and privacy policy must be prominently identified or located where users download or access your

Application. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact our members. Your privacy policy must be at least as stringent and user-friendly as ServiceTitan's.

Before obtaining information from ServiceTitan for or on behalf of the users of the Application, you must obtain their informed consent by informing them what information you collect and how it will be used and/or shared.

Your Application must not:

- Implement features or business practices that harm the professional reputation, relationships, or professional ecosystem of ServiceTitan customers.
- Impersonate a ServiceTitan user or misrepresent any user or other third party when requesting or publishing information.
- Obfuscate or hide any ServiceTitan buttons, sign-in functionality, consent, or authorization flows from your users. In order to access customer data through the APIs, your users must sign-in with their ServiceTitan credentials and grant your Application access to their customer data.
- Proxy, request, or use ServiceTitan user names or passwords in any fashion for any reason. We want our members to have safe and consistent experiences across all Applications.

D. Be a Good Citizen to our Platform

1. Write your Application as you'd want others to write theirs:

- Only ask for the minimum data fields your Application needs.
- Don't try to exceed or circumvent your limitations on calls and use. This includes creating multiple Applications for identical, or largely similar, usage (e.g., having one Application per customer). If we believe that you have exceeded or circumvented our limitations, or if you have tried to, we may temporarily suspend or permanently block your access to the APIs, disable your developer account, or both.
- Don't download, scrape, post, or transmit, in any form or by any means, any part of the ServiceTitan website or any ServiceTitan content or ServiceTitan customer data.
- Don't copy, reformat, reverse engineer, or otherwise modify the APIs, Access Credentials, our website or any content.
- Don't interfere with or disrupt ServiceTitan services or servers or networks connected to ServiceTitan services, or disobey any requirements, procedures, policies or regulations of networks connected to ServiceTitan services.

E. Use the ServiceTitan Brand Only as Authorized

1. Brand Features License

Subject to these Terms, we grant you a limited, non-exclusive, non-assignable, non-sublicenseable, and non-transferable license during the Term to display our Brand Features to promote or advertise your

integration of the APIs in your Application. “**Brand Features**” means any trade names, trademarks, service marks, logos and domain names that ServiceTitan makes available to you.

2. Restrictions.

You must not:

- Remove any legal, copyright, trademark, watermark or other proprietary rights notices contained in or on materials you receive or access pursuant to these Terms, including the APIs, the materials posted at the Developer Site, and our website; or
- Use the APIs or Brand Features for any illegal, unauthorized or otherwise improper purposes, or in any manner that would violate these Terms (or any document incorporated into the Terms), or breach any laws or regulations, or violate any rights of third parties, or expose ServiceTitan or its members to legal liability in your use of the APIs.

3. Publicity by You

You may promote your Application, including talking to traditional and online media and your users about your Application, so long as you do so truthfully and without implying that your Application is created or endorsed by ServiceTitan (or otherwise embellishing your relationship with ServiceTitan). However, you may not issue any formal press release via traditional or online media referring to ServiceTitan without ServiceTitan’s prior consent.

4. Publicity by Us

We may publicly refer to you, orally or in writing, as a licensee of the ServiceTitan APIs. We may also publish your name and logo (with or without a link to your Application) on our website, in press releases, and in promotional materials without your prior consent.

5. Follow The Law and These Terms

You must comply with all applicable laws, including, the Digital Millennium Copyright Act and applicable export laws, and these Terms, which may be amended from time to time with or without advance notice, in order to use the ServiceTitan APIs. You and your Application must also comply with the ServiceTitan Terms of Use, which is incorporated here by reference:

In the event of any conflict between the content in this document and the ServiceTitan Terms of Use, this document controls your use of the APIs. If you disagree with any of the provisions in these Terms, do not access or use the APIs.

The most current version of these Terms can be reviewed on the Developer Site. By using the ServiceTitan APIs after changes are made to the Terms, you agree to be bound by the most current version. If you disagree with the Terms, or changes to the Terms, you must discontinue your use of the APIs.

If we have entered into a separate, written API License Agreement with you, the terms of that agreement will govern your use of those APIs.

4. Safety and Abuse

A. Security Measures

Your network, operating system and the software of your web servers, databases, and computer systems (collectively, “Systems”) must be properly configured to securely operate your Application. You must not architect or select Systems in a manner to avoid the foregoing obligation. You must promptly report any security deficiencies in or intrusions to your Systems that you discover to ServiceTitan in writing via email to [platform@servicetitan.com] or subsequent contact information posted in the Developer Site. You will work with ServiceTitan to immediately correct any security deficiency, and will disconnect immediately any intrusions or intruder. In the event of any security deficiency or intrusion involving the Application, you will make no public statements (e.g. press, blogs, social media, bulletin boards, etc.) without prior written and express permission from ServiceTitan in each instance.

B. Monitoring

You agree to assist ServiceTitan in verifying your compliance with these Terms by providing information about your Application to us, which may also include access to your Application and other materials related to your use of the APIs. If you do not demonstrate full compliance with these Terms, we may restrict or terminate your access to the APIs.

5. Rights We Reserve

A. Support and Modifications

We may provide you with support or modifications for the APIs in our sole discretion. We may stop providing support or modifications to you at any time without notice or liability to you. We may release subsequent versions of the APIs and require that you use those subsequent versions. Your continued use of the APIs following a subsequent release will be deemed your acceptance of modifications.

B. Fees; Specific Agreements

The APIs are currently provided for free, but ServiceTitan reserves the right to charge for the APIs in the future. If we do charge a fee for use of the APIs or any developer tools and features, you do not have any obligation to continue to use them. We may condition your use or any individual Application’s access to the APIs however we like, including making such use conditional on entering into an mutually agreeable business agreement with us.

C. ServiceTitan Independent Development

You understand and acknowledge that ServiceTitan may be independently creating applications, content, and other products or services that may be similar to or competitive with your Application. Nothing in these Terms will be construed as restricting or preventing ServiceTitan from creating and fully exploiting any applications, content, and other items, without any obligation to you.

D. Developer Exception to our Privacy Policy

ServiceTitan may reveal personal information about developers for attribution purposes, handling inquiries from users or potential users, and other purposes ServiceTitan reasonably deems necessary under these Terms. You understand and agree that ServiceTitan may access, preserve, and disclose your personal information and your developer account details if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to comply with legal process or to protect the rights, property, or safety of ServiceTitan, its affiliates or partners, its users, or the general public.

6. Ownership

A. ServiceTitan Property

As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to, the (a) APIs, and all elements, components, and executables of the APIs; (b) the ServiceTitan and customer data available through the APIs; (c) our website; and (d) our Brand Features (clauses (a)-(d) collectively, the "ServiceTitan Materials"). Except for the express licenses granted in these Terms, ServiceTitan does not grant you any right, title, or interest in the ServiceTitan Materials. You agree to take such actions, including executing affidavits or other documents, as ServiceTitan may reasonably request to effect, perfect, or confirm ServiceTitan's rights to the ServiceTitan Materials.

B. Your Property

1. Contributions to ServiceTitan

By submitting suggestions or other feedback regarding the ServiceTitan Materials ("Contributions") in any way to ServiceTitan, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) ServiceTitan is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) ServiceTitan shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) ServiceTitan may have something similar to the Contributions already under consideration or in development; (e) you irrevocably non-exclusively license to ServiceTitan rights to exploit your Contributions; and (f) you are not entitled to any compensation or reimbursement of any kind from ServiceTitan under any circumstances.

2. Your Application

You represent and warrant to ServiceTitan that, excluding ServiceTitan Materials, you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Application, and that use by ServiceTitan and its users of your Application will not violate the rights of any third party (e.g., copyright, patent, trademark, or other proprietary right of any person or entity), or any applicable regulation or law, including the laws of any country in which your Application is made available. Except to the extent your Application contains ServiceTitan Materials, ServiceTitan claims no ownership or control over your Application. During the term of these Terms you hereby grant to us a paid-up, royalty-free, non-exclusive, worldwide, irrevocable right and license, under all of your intellectual property rights, to: (a) use, perform, and display your Application and its content for purposes of marketing, demonstrating, and

making your Application available to users; (b) link to and direct users to your Application; and (c) sublicense the foregoing rights to our affiliates. Following the termination of these Terms and upon written request from you, ServiceTitan will make commercially reasonable efforts, as determined in its sole discretion, to remove all references and links to your Application from the Website and service. ServiceTitan has no other obligation to delete copies of, references to, or links to your Application.

If your Application is distributed through the ServiceTitan Marketplace, such distribution is subject to the additional terms of our Marketplace Distribution Agreement.

7. Term and Termination

A. Term

The term of these Terms will commence on the date upon which you agree to these Terms and will continue until: you discontinue using our APIs, you close your Developer Account, or we terminate your access to the APIs, these Terms, or both.

1. Suspension; Termination

We may suspend or terminate your use of all or any of the APIs at any time if we believe you have violated these Terms or, if we believe the availability of the APIs in your Application is not in our or our customers' best interests. We may discontinue the availability of some or all of the APIs at any time for any reason. We may also impose limits on certain features and services or restrict your access to some or all of the APIs or our website. We may condition your use or any individual Application's access to the APIs however we like, including making such use conditional on entering into a mutually agreeable business agreement with us. All of our rights in these Terms may be exercised without prior notice or liability to you.

2. Effect of Termination

Upon termination of the agreement between you and us under these Terms:

- a. all rights and licenses granted to you will terminate immediately;
- b. you will promptly destroy ServiceTitan confidential information in your possession or control;
- c. neither party is liable to the other party just because these Terms have been terminated; and
- d. unless we agree otherwise in writing or as stated in these Terms, you must permanently delete all customer or other data which you stored pursuant to your use of the APIs. ServiceTitan may request that you certify in writing your compliance with this section.

3. Survival

The terms of this Agreement shall survive any termination, except Section 2 ("Joining the Developer Program"), subsections 1 & 2 of Section 3.B. ("Delete Customer Data When Asked"), subsections 1, 2, and 4 of Section 3.F. ("Use The ServiceTitan Brand Only As Authorized") and Section 4.A. ("Security Measures").

8. Disclaimer

THE SERVICETITAN SERVICE, THE APIS AND OTHER DEVELOPER RESOURCES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND SERVICETITAN 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 SERVICETITAN SERVICE, AND YOU RELY ON THE SERVICETITAN SERVICE AT YOUR OWN RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICETITAN SERVICE, THE APIS OR THE DEVELOPER RESOURCES 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 SERVICETITAN SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SERVICETITAN OR THROUGH OR FROM THE SERVICETITAN SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. APIS MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. SERVICETITAN DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, SERVICETITAN DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICETITAN APIS DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

9. Limitation of Liability; Indemnity

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 SERVICETITAN PLATFORM AND SERVICE, OUR WEBSITE OR THE APIS. 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 US\$100,000. 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 TERMS OFFERED BY SERVICETITAN TO DEVELOPER 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, THE SERVICETITAN SERVICE, THE APIS 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.

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 ServiceTitan Service, the APIs or our Website, your violation of this Agreement, or your violation of any rights of a third party through use of the ServiceTitan Platform, the APIs or our Website.

10. Dispute Resolution

A. Law and Forum for Legal Disputes

These Terms and any claim, cause of action or dispute (“claim”) arising out of or related to these Terms shall be governed by the laws of the state of California, United States, regardless of your country of origin or where you access ServiceTitan, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and ServiceTitan agree that all claims arising out of or related to these Terms must be resolved exclusively by a state or federal court located in Los Angeles County, California, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You and ServiceTitan agree to submit to the personal jurisdiction of the courts located within Los Angeles County, California for the purpose of litigating all such claims. Notwithstanding the above, you agree that ServiceTitan shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

B. Arbitration Option

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

11. General Terms

Here are some important details about how to read these Terms.

A. 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 ServiceTitan platform or the APIs under these Terms is found to be illegal, unenforceable, or invalid, your right to use the APIs will immediately terminate.

B. Entire Agreement

These Terms are the final and complete expression of the agreement between these parties regarding your use of the APIs. These Terms supersede, and these Terms govern, all previous oral and written communications regarding these matters, all of which are merged into these Terms. 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 these

Terms. 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 these Terms (whether or not it would materially alter this Agreement) that is proffered by you 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.

C. Amendments to these Terms

We reserve the right to modify, supplement, or replace the terms of these Terms, effective prospectively upon posting on our website or notifying you otherwise. If you do not want to agree to changes to these Terms, you can terminate these Terms at any time by ceasing use of the APIs and/or closing your Developer Account. We may also agree to amend, alter or supplement these terms as relate to you or your Application(s) in a written agreement with you.

D. Waiver

The waiver by either party of any breach of any provision of these Terms does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms 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 these Terms.

E. No Injunctive Relief

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the ServiceTitan developer platform or any APIs, content or other material used or displayed through the ServiceTitan developer platform.

F. Beneficiaries

There are no intended third party beneficiaries of these Terms.

G. Assignment and Delegation

You may not assign or delegate any rights or obligations under these Terms. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under these Terms, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, ServiceTitan, Inc. for any third party that assumes our rights and obligations under these Terms.

H. Potential Other Rights and Obligations

You may have rights or obligations under local law other than those enumerated here if you are located outside the United States.

How To Contact Us

If you have questions or comments about these ServiceTitan API Terms of Use, please contact us [platform@servicetitan.com] or by physical mail at:

ServiceTitan, Inc.

Attn: API Terms of Use

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