

SERVICETITAN 2018-2019 REFERRAL PROGRAM TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) and the Referral Program (as defined below) are effective as of August 15, 2018 (the “**Effective Date**”) and through December 31, 2019.

The ServiceTitan 2018-2019 Referral Program (“**Referral Program**”) allows current ServiceTitan customers and prospective customers in the ServiceTitan Sales Process (as defined below) with contacts in the Home Services (“**Referrers**” or “**you**”) industry to earn rewards for finding potential customers for ServiceTitan Products and Services, subject to these Terms;

1. DEFINITIONS

1.1 “**Confidential Information**” means any non-public information that relates to the actual or anticipated business, research, or development of ServiceTitan and any proprietary information, trade secrets, and know-how of each Party that is disclosed to the other Party, directly or indirectly, in writing, orally, or by inspection or observation of tangible items. Confidential Information includes, but is not limited to, research, product plans, products, services, customer lists, development plans, inventions, processes, formulas, technology, designs, drawings, marketing, finances, and other business information. Confidential Information shall include the terms of this Agreement. Confidential Information disclosed by each Party is the sole property of the disclosing Party.

1.2 “**Customer Fees**” means the fees determined by ServiceTitan in its sole discretion and charged to a Referred Customer for ServiceTitan Products and Services.

1.3 “**Ideal Customer Profile**” means a customer whose contractor business: 1) specializes in the plumbing, electrical, garage door or HVAC industry in the USA or Canada, 2) consists of 30% or more residential customers and not more than 30% new construction, and 3) employs a minimum of three (3) revenue generating technicians in the field and two (2) full time office personnel.

1.4 “**Incentive Rate**” means 1) with respect to your first Referred Customer, 10%, 2) with respect to your second Referred Customer, 15% and 3) with respect to your third Referred Customer and all additional Referred Customers, 20%.

1.5 “**License**” means a software-as-a-service seat license fee paid to ServiceTitan for the use of ServiceTitan platform purchased and actually paid for by a Referred Customer.

1.6 “**Live Customer**” means a Referred Customer who has purchased one or more Licenses and who, after three (3) calendar months, is using the ServiceTitan Platform in a live, production environment.

1.7 “**Referred Customer**” means a customer that was brought to ServiceTitan’s attention through the Referral Program and sold one (1) or more ServiceTitan Products and Services, and that, in ServiceTitan’s sole judgment, satisfies the following conditions:

(a) The customer must have been submitted into the Referral Program by submission through the Referral Program website or by other means identified there;

(b) The customer cannot be an existing customer or a previous customer of ServiceTitan;

- (c) The customer cannot be in the Sales Process at the time of the referral or during the prior six (6) months;
- (d) The customer must not have been previously submitted to the Referral Program by you or another party;
- (e) The customer must not have been submitted to any other discount or incentive program operated by ServiceTitan or a referral of such customer otherwise compensated, and
- (f) The customer must purchase one (1) or more ServiceTitan Products and Services within six (6) months of submission.

1.8 “**Sales Process**” means the communications and processes in which ServiceTitan engages a potential customer with the intention to sell ServiceTitan Products and Services.

1.9 “**ServiceTitan Products and Services**” means the products and services offered by ServiceTitan, including, but not limited to those described on the ServiceTitan Site.

1.10 “**ServiceTitan Site**” means www.servicetitan.com or any subdomain or other site controlled by ServiceTitan where it offers the ServiceTitan Products and Services, and all successors to such sites.

2. OBLIGATIONS; EXCEPTIONS AND EXCLUSIONS

2.1 Referral Program Obligations. Neither party has any obligation to perform in the Referral Program. ServiceTitan reserves the right to refuse to sell ServiceTitan Products and Services to any person for any reason. In addition, ServiceTitan in its sole discretion may cease selling ServiceTitan Products and Services at any time to any customer including those referred by Referral Company for any reason in accordance with ServiceTitan’s agreements with those customers.

2.2 Referral Rewards.

(a) Upfront Reward. For each Referred Customer you successfully refer to ServiceTitan in accordance with these terms, ServiceTitan will pay you \$500.

(b) Incentive Reward. In addition, you will be eligible to receive a referral reward for each Referred Customer that becomes a Live Customer equal to (i) the Incentive Rate multiplied by (ii) (1) gross License revenue received by ServiceTitan from the Live Customer in the third full calendar month of such Live Customer’s service multiplied by (1) twelve (12); provided, however, that in no event shall the referral reward payable with respect to any Referred Customer pursuant to this Section 2.2(b) exceed \$10,000.

(c) Payment of Rewards. Payment of Referral Rewards shall be made no later than the sixty (60) days following the end of the calendar quarter in which they are awarded.

2.3 Billings and Payments. ServiceTitan will be responsible for billing customers for the use of ServiceTitan Products and Services, collecting payments and calculating amounts payable with respect to the Referral Program. ServiceTitan will not be required to provide any Referred Customer information to you in support of any such calculation.

3. REPRESENTATIONS AND WARRANTIES. By participating in the Referral Program, you represent and warrant that: (a) you have the full right, power and authority to do so and to enter into these Terms and to perform your obligations hereunder;

(b) our participation in the Referral Program does not and will not conflict with or result in a breach (including with the passage of time) of any other agreement to which you are a party; and (c) these Terms constitute you valid and binding agreement and are enforceable against you (except as may be limited by public policy or creditors' rights generally).

4. INDEMNIFICATION. You will indemnify, defend, and hold harmless ServiceTitan and its directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (a) any failure by you to participate in the Referral Program in accordance with all applicable laws, rules, and regulations, (b) any violation or claimed violation of a third party's rights resulting in whole or in part from ServiceTitan's use of your work product under these Terms; or (c) from your failure to be classified as an independent contractor with respect to the Referral Program.

5. DISCLAIMER OF WARRANTIES. SERVICETITAN MAKES NO REPRESENTATIONS OR WARRANTIES TO REFERRER WITH RESPECT TO THE SERVICETITAN PRODUCTS AND SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER UNDER TORT, CONTRACT OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS DESCRIBED HEREIN, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND THE REFERRAL PROGRAM EXCEED THE AGGREGATE OF THE AMOUNTS PAID OR PAYABLE BY EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO ANY SUCH CLAIM OF LIABILITY.

7. TERM AND TERMINATION

7.1 Term. These Terms and the Referral Program shall commence on the Effective Date and shall continue through December 31, 2019.

7.2 Termination. Without prejudice to any other right or remedy available at law or in equity in respect of any event described below, the Referral Program may be terminated by ServiceTitan at any time and without penalty. Such a termination will not relieve ServiceTitan of liability for payment of referral rewards payable prior to termination.

8. DISPUTE RESOLUTION

8.1 Arbitration. Except as set forth in Section 8.4 below, any dispute or controversy arising out of, relating to, or concerning any interpretation, or concerning any interpretation, construction, performance, or breach of these Terms, will be settled by arbitration to be held in Los Angeles, California in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in the dispute or controversy. The decision of the arbitrator will be final, conclusive, and binding on the Parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

8.2 Arbitration Fees. In the event of any arbitration the Parties hereto arising from or related to a party's performance or breach of these Terms, the prevailing party shall be entitled to and shall receive, in addition to any relief granted by the arbitrator, their reasonable attorneys' fees and other costs and expenses incurred in prosecuting or opposing the prosecution of such action. Further, if any action at law or in equity is necessary to enforce or interpret the terms of these Terms, the prevailing

party shall be entitled to reasonable attorneys' fees, costs and necessary disbursement, in addition to any other relief to which the party may be entitled.

8.3 Waiver or Right to Jury Trial. This arbitration clause constitutes a waiver of each Party's right to a jury trial for all disputes relating to all aspects of these Terms and the Referral Program.

8.4 Equitable Remedies. The Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of these Terms and without abridgement of the powers of the arbitrator.

8.5 Consideration. Each party's promise to resolve claims by arbitration in accordance with the provisions of these Terms, rather than through the courts, is consideration for the other party's like promise.

9. MISCELLANEOUS

9.1 Nonassignment and No Subcontractors. Neither these Terms nor any rights under these Terms may be assigned or otherwise transferred by you, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of ServiceTitan. Subject to the foregoing, these Terms will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.

9.2 Waiver. Any waiver of the provisions of these Terms by ServiceTitan or of ServiceTitan's rights or remedies under these Terms must be in writing to be effective.

9.3 Severability. If any term, condition, or provision in these Terms is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement.

9.4 Governing Law. The internal laws of California, but not the choice of law rules, govern this Agreement.

9.5 Headings. Headings are used in these Terms for reference only and will not be considered when interpreting this Agreement.

9.6 Notices. All notices, approvals, consents, waivers, and other communications under these Terms must be in writing and will be deemed to have been given when (a) in the case of ServiceTitan, when received, if sent by a nationally recognized overnight delivery service or U.S. mail to 801 N. Brand Blvd. Suite 700, Glendale, CA 91203; or (b) in the case of Referrer, when sent by email to the addresses, facsimile numbers and/or email addresses provided with submission of the Referred Customer to which the communication relates or to such other addresses, facsimile numbers or email addresses as a party may designate by notice to the other party from time to time.

9.7 Independent Contractors. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be deemed to create an employment, partnership, joint venture or agency relationship between the parties.

9.8 Entire Agreement. These Terms represent the complete agreement of the parties, supersedes all prior discussions, communications and agreements between the parties with respect to the subject matter hereof, and cannot be amended or modified except in a writing signed by both parties.

2018-2019 Truck Competition

Highlights:

- Competition is based on the number of closed deal referrals submitted by each individual contact at an existing customer.
- All of the above criteria applies except for the Negotiation Exclusion and Prospect Inclusion. Referrals submitted during the negotiation process that result in closed deals can be counted towards the truck competition, but referrals submitted by prospects or other external parties are not counted towards the truck competition.

Full Terms & Conditions:

SERVICETITAN CUSTOMER REFERRAL CONTEST TERMS

1. **No Purchase Necessary; Entry Instructions.** No purchase or payment of any money is necessary to enter. A purchase will not improve the chances of winning.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED AND ON THE SKILL OF THE CONTESTANT. VOID WHERE PROHIBITED OR WHERE REGISTRATION, BONDING OR LOCALIZATION REQUIRED. SUBJECT TO ALL NATIONAL, REGIONAL AND LOCAL LAWS.

This contest (“Contest”) is governed by these official rules (“Official Rules”). To participate in the Contest and be eligible for a potential prize, contestants must during the Contest Period (as defined below) refer Qualified Potential Customers (as defined below) to ServiceTitan, Inc. (“Sponsor”) during the Contest Period (as defined below). By entering the Contest, all contestants agree to be bound by these Official Rules.

The object of the Contest is to generate closed deals for Sponsor based on Qualified Potential Customers referred by existing Sponsor customers and reward the ability of existing customers to refer Qualified Potential Customers.

A Qualified Potential Customer means a potential customer that is referred to ServiceTitan through the submission process for this Contest, is ultimately “closed” by purchasing ServiceTitan software and completing ServiceTitan’s onboarding process for new customers, and in ServiceTitan’s sole judgment, satisfies the following conditions: (a) was submitted to Sponsor via the process outlined in these Official Rules; (b) was not an existing ServiceTitan customer or presently in the ServiceTitan sales cycle; (c) was not previously submitted more than two (2) times by the same existing Sponsor customer in the prior six (6) months; and (d) the customer must be a bona fide prospect based on ServiceTitan’s typical customer profile.

Qualified Potential Customers will only be considered “submitted” if (a) (1) submitted via the submission form on the Contest webpage or (2) submitted by other means and confirmed by Sponsor in writing (email will suffice) and, (b) upon request of Sponsor, contestant makes a personal introduction of ServiceTitan personnel to management personnel at the Sales Lead.

2. **Contest Period.** The Contest will run from August 16, 2018 at 9:00 a.m. Pacific Time until 11:59 pm Pacific Time on the last day of the month preceding the month in which the 2019 ServiceTitan User Conference takes place (the “Contest Period”). If ServiceTitan does not hold a 2019 ServiceTitan User Conference, the Contest Period will end on November 30, 2019.

3. **Eligibility.** In order to be eligible, contestants must be existing customers of Sponsor or employees of existing Sponsor customers during the Contest Period. Contestants must also be at least 18 years of age or such higher age of majority in the resident’s jurisdiction. Employees of Sponsor and any of its parent and affiliate companies, the immediate family (spouse, parents, siblings and children) and household members of each such employee, and any person involved in or an immediate family member of someone involved in the administration and execution of this Contest, are not eligible.

4. **Prize.** One grand prize winner will be rewarded for his or her ability to generate the most Qualified Potential Customer with a new 2019 Ford F-150 Raptor truck (“Prize”). Color and features to be decided by Sponsor. The estimated actual retail value of the Prize is \$50,675. The Winner is responsible for all costs and fees associated with obtaining and maintaining ownership of the Prize, including but not limited to vehicle registration fees and the cost of auto insurance. No substitution, assignment or transfer of the prize is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable value, including a cash payment or a car or truck of a different make or model. TAXES AND ANY OTHER COSTS, IF ANY, RELATED TO THE PRIZE ARE THE RESPONSIBILITY OF THE WINNER. Sponsor is not responsible for any warranties, representations or guarantees, express or implied, in fact or law, relating to the prize, including but not limited to its quality, mechanical condition, merchantability or fitness for a particular purpose. Prior to taking possession of the prize, winner will be required to present a valid driver’s license and proof of insurance.

5. **Winner.** One winner will be chosen by Sponsor based solely on the number of Qualified Potential Customers submitted. The Contestant who submits the most Qualified Potential Customers will be selected as the Winner. In the event that two or more individuals tie in the number of Qualified Potential Customers, the winner will be the person who reached that number of qualified leads first. The Winner will be selected approximately thirty (30) days prior to the start of ServiceTitan’s 2019 ServiceTitan User Conference, but in no event later than November 30, 2019 and contacted thereafter. Winner will be contacted directly through his or her email address and/or by other means consistent with the Contest. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive account(s), technical difficulties associated therewith, or Winner’s failure to adequately monitor any account. The Winner must then respond to Sponsor within fourteen (14) days. Should the Winner fail to respond to Sponsor, Sponsor reserves the right to disqualify that Winner and select a new one based on the Contest criteria set forth above. Winner may be required to sign an affidavit of eligibility, liability release and a publicity release. By entering or accepting any prize, Winner allows Sponsor to use the Winner’s name, photograph, likeness, voice, prize information, and biographical information for publicity and promotional purposes without further compensation where permitted by law. Except where prohibited, participation in the Contest constitutes participant’s consent to Sponsor’s use of participant’s name, likeness, voice, opinions, biographical information, hometown and state for promotional purposes in any media without further payment or consideration.

6. **Conditions of Participation.** By submitting an entry for this Contest, you agree to abide by these Official Rules and any decision Sponsor makes regarding this Contest, which Sponsor shall make in its sole discretion. You also represent that you

are not violating any third-party terms or policies, including those of your employer, by participating. Sponsor reserves the right to disqualify and prosecute to the fullest extent permitted by law any participant or winner who, in Sponsor's reasonable suspicion, tampers with site, the entry process, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner.

7. **DISCLAIMER, RELEASE AND LIMIT OF LIABILITY. WINNER MUST BE AWARE THAT USE OF THE PRIZE CAN BE HAZARDOUS AND CAN PRESENT UNUSUAL RISKS OF DEATH, SERIOUS ILLNESS AND INJURY, AND PROPERTY DAMAGE. WINNER PARTICIPATES IN USE OF THE PRIZE WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREES TO ACCEPT ANY AND ALL RISKS OF INJURY, ILLNESS, DEATH AND PROPERTY DAMAGE.** SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE CONTEST. BY ENTERING THE CONTEST OR RECEIPT OF ANY PRIZE, EACH CONTESTANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, ANY THIRD-PARTY MOBILE APPLICATIONS, WEBSITES, SOCIAL MEDIA CHANNELS AND EACH OF THEIR SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/CONTEST AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY CONTESTANT, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CONTEST; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM CONTESTANT'S PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest, including if for any reason it is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest. If for any reason a submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the sole remedy is another entry in the Contest during the Contest Period. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes based on the criteria set forth above.

8. **Governing Law.** This Contest and the rights and obligations of Sponsor and contestants will be governed by and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of California, Los Angeles County. Contestant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iii) under no circumstances will contestant be permitted to obtain awards for, and contestant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

9. **Contestant's Personal Information.** Information collected from contestants will be used solely for the purpose of conducting and marketing the contest.
10. **Privacy.** Sponsor collects personal information from you when you enter this promotion. Sponsor reserves the right to use any information collected in accordance with its privacy policy, which may be found at https://cdn2.hubspot.net/hubfs/1584056/Service_Titan_December2017/pdf/PrivacyPolicy.pdf?t=1531235352056.
11. **Winner's List.** Individuals may request the name of the winner by submitting a self-addressed stamped envelope after the Contest Period but prior to March 31, 2020 to 801 N. Brand Blvd, Suite 700, Glendale, CA 91203. Vermont residents may omit postage.
12. **Sponsor.** Sponsor of this Contest is ServiceTitan, Inc., 801 N. Brand Blvd, Suite 700, Glendale, CA 91203