

SERVICETITAN TRAINING EVENT TERMS

Any capitalized terms used in these ServiceTitan Training Event Terms (these “**Terms**”) but not otherwise defined will have the meanings ascribed to them in the Cover Sheet. If there is any conflict or inconsistency between this Agreement and the terms of the Cover Sheet, then these Terms will control solely to the extent of the conflict or inconsistency unless these Terms expressly state otherwise.

1. **Registration and Admission.** All Participants must register to attend the Event. Participants with incomplete registrations or their intended Attendees will not be able to attend the Event. ServiceTitan or its officially designated event management (together and individually, “**Event Staff**”), in their sole discretion, reserve the right to accept or decline any Participant’s or Attendee’s registration. Further, Event Staff reserve the right to prohibit entry or remove any individual, whether registered or not, whose conduct, in their sole opinion is not in keeping with these Terms. Without limiting the foregoing, Event Staff reserve the right to remove or refuse entry to any individual who has registered or gained access under false pretenses, or provided false information. Unauthorized solicitation anywhere at the Event is prohibited, and may be grounds for removal.

2. **Identification and Access to Events.** To verify registered Attendees, Event Staff may ask Attendees to present a government-issued photo ID at registration to collect registration materials. Attendees will receive a name badge upon check-in at the Event. Attendees must wear a name badge at all times during the Event. Attendees are not allowed to pick up badges for individuals other than themselves, unless Event Staff give approval in advance of the Event. Attendees may not have another individual participate in their place at any Event-related activity without Event Staff prior approval. Persons under the age of 18 are not allowed at the Event.

3. **Capture and Use of Images and Recordings by Event Staff.** Participant hereby: (1) grants full permission to Event Staff to capture, Attendees’ image or likeness by any audio and/or visual recording technique (including electronic/ digital photographs or videos) during the Event, and to store, use, reproduce, and create derivative works of these images and recordings (including, but not limited to, for resizing, color correction, or digital reformatting) in any media now known or later developed, including for any Event marketing or other promotional purpose; (2) waive any right to inspect or approve the use of the images or recordings; (3) waive any right to royalties or other compensation arising from or related to the use of the images or recordings; and (4) release, defend, indemnify and hold harmless Event Staff from and against any claims, damages or liability arising from or related to the use of the images or recordings,

including but not limited to claims of defamation, invasion of privacy, or rights of publicity or copyright infringement, or any misuse, distortion, blurring, alteration, optical illusion or use in composite form that may occur or be produced in taking, processing, reduction or production of the finished product, or its publication or distribution. It is ServiceTitan’s intention that any derivative works will continue to accurately reflect the character and spirit of the Event and Attendees’ participation in the Event.

4. **Venue.**

(a) **Venue.** The Venue is made available for the Event without representation and warranty, and is made available solely on an “as-is” basis.

(b) **Unsecured Items.** Personal belongings should not be left unattended in training session rooms or public areas of the Venue. Unattended items are subject to removal by security. Event Staff are not responsible for items left unattended, including any damage to or theft of personal items.

(c) **Food and Beverages; Smoking.** ServiceTitan’s designated Event caterer (“**Caterer**”) shall be the exclusive supplier of food and alcoholic and non-alcoholic beverages served at the Event. Participants shall comply with all applicable local and state liquor laws. Participant agrees not to request, proffer, or serve alcoholic beverages to any minors, or to any persons who, in the opinion of the Caterer or Event Staff, are intoxicated. For the health and consideration of all Participants, smoking, including e-cigarettes, is not permitted inside the Event.

(d) **Hold Harmless.** Participant agrees to release, defend, indemnify, and hold harmless Event Staff from any and all claims, demands, and causes of action arising out of or relating to Participant’s participation in the Event and use of any associated facilities.

5. **Proprietary Rights.**

(a) **License from ServiceTitan.** Subject to Participant’s registration and full payment of the fees set forth on the Cover Page, ServiceTitan hereby grants to Participant a non-exclusive, non-transferable and non-sublicensable license during the term of this

Agreement, to (1) access and use the training materials provided to Participant (“**Training Materials**”) receive training provided by ServiceTitan, and (2) copy the Training Materials and distribute the copies to Participant’s personnel to allow personnel to receive training. Participant will not, and will not allow any third party to: (i) except as expressly permitted in this Section 5(a), use, copy, reproduce, display or distribute any portion of the Training Materials or make any audiovisual recording of the Event or any material portion of content of the event; (ii) modify, reverse engineer, decompile, alter, adapt, create derivative works of or perform any portion of the Training Materials or Event content itself; (iii) lend, lease, offer for sale or sell any portion of the Training Materials to any third party; (iv) remove, alter or obscure in any way any trademarks, logos or other indicators of origin, copyright notices or other proprietary rights notices of ServiceTitan or its suppliers on or within any portion of the Training Materials; and (v) use any portion of the Training Materials in any way that violates any third party rights or any laws, rules or regulations or in a way that is competitive with ServiceTitan. Participant is solely responsible for ensuring that its Attendees comply with the terms set forth in this Agreement, and any breach of this Agreement by an Attendee will be deemed a breach by Participant.

(b) **License from Participant.** Participant hereby grants to ServiceTitan a non-exclusive right to incorporate information and data from Participant’s ServiceTitan account (ie, invoices, job data, inventory, dispatch recordings, etc.) for illustrative purposes into the Training Materials.

(c) **Feedback.** From time-to-time, Participant may make available to ServiceTitan input, ideas, analysis, suggestions or comments about any aspect of the Training Materials or the Event (collectively, “**Feedback**”). Participant hereby grants to ServiceTitan a non-exclusive, perpetual and irrevocable right to use and exploit such Feedback without credit, payment to Participant or any other restriction or limitation whatsoever.

(d) **Ownership.** As between ServiceTitan and Participant, ServiceTitan solely owns the Training Materials, subject to the limited licenses granted in Section 5(a). ServiceTitan hereby reserves all rights that are not expressly granted to Participant in this Agreement, and ServiceTitan does not grant any implied licenses in this Agreement under any theory.

6. **Fees.** The fees for the Event are set forth on the Cover Page. Participant will pay such amounts in full upon registration and are non-refundable except as provided herein. Participant will be responsible for

any sales, use, value added, excise, export or other tax, duty or other charge of any kind or nature (excluding any tax that is based on ServiceTitan’s net income) that is levied or imposed by any governmental authority on the Event. In the event that a Participant or Participant’s Attendees are unable to attend for bona fide emergency reasons outside their reasonable control, ServiceTitan may apply registration fees to a future Event, in its sole discretion.

7. **Event Cancellation.** ServiceTitan will have no liability to Participant on account of any loss or damage resulting from any delay, failure, or cancellation with respect to the Event if such delay or failure is caused, in whole or in part, by acts of God, strikes, lockouts, riots, acts of war, earthquake, fire, explosions, or other events, occurrences, or causes beyond the control of ServiceTitan (each a “**Force Majeure Event**”). If ServiceTitan should have to cancel the Event for a reason other than a Force Majeure Event, registration fees processed will be refunded to registrants. Registrants will be responsible for cancellation of travel arrangements or housing reservations and the applicable fees.

8. **Confidential Information.**

(a) **Definition.** “**Confidential Information**” means all confidential information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) that is marked in writing as “confidential” or by a similar designation or information the Receiving Party should reasonably consider confidential based on the nature of the information and circumstances of disclosure. Any Training Materials that consist of non-public samples or prototypes will be ServiceTitan’s Confidential Information for the purposes of this Agreement. Confidential Information will not include any information that as shown by contemporaneous written records: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party without breach of any obligation owed to the Disclosing Party.

(b) **Protection of Confidential Information.** The Receiving Party will use at least reasonable efforts to protect the Disclosing Party’s Confidential Information from unauthorized access, disclosure or use. The Receiving Party may only use the Disclosing Party’s Confidential Information to perform its obligations or exercise its rights under this Agreement and will not disclose the Disclosing Party’s Confidential Information to any third party. Neither

party will disclose the terms of this Agreement to any third party (other than legal counsel or accountants or those of any of its affiliates) without the other Party's prior written consent.

(c) **Compelled Disclosure.** The Receiving Party may disclose the Disclosing Party's Confidential Information if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

9. **Term.** This Agreement will commence on the Effective Date and continue until the expiration of the Event Term. Upon expiration or termination of this Agreement: (i) the licenses granted in Section 5(a) will automatically terminate and all outstanding fees owed will become immediately due and payable; (ii) each Party must return to the other all tangible embodiments of the other Party's Confidential Information (other than tangible Training Materials) within its possession or control; and (iii) the provisions of Sections 5(b), 5(d) and 6 through 13 of this Agreement and all defined terms used in those Sections will survive.

10. **Representations and Warranties.** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICETITAN MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES REGARDING THE EVENT, THE TRAINING MATERIALS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SERVICETITAN HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGS TO THE FOREGOING.

11. **Release.** IN CONSIDERATION OF PARTICIPANT'S PARTICIPATION IN THE EVENT, PARTICIPANT (ON BEHALF OF ITSELF, ITS ATTENDEES, AND ITS ATTENDEES' ESTATE, HEIRS, SURVIVORS, EXECUTORS AND ASSIGNS) HEREBY RELEASE AND AGREE TO HOLD HARMLESS SERVICETITAN FROM ANY AND ALL CLAIMS, RIGHTS, LIENS, DEMANDS, CAUSES OF ACTIONS, OBLIGATIONS, DAMAGES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, WHETHER

CAUSED BY NEGLIGENCE OR OTHERWISE, WHICH PARTICIPANT NOW HAVE OR EVER HAVE HAD OR EVER IN THE FUTURE MAY HAVE, AND WHICH ARE OR MAY BE BASED IN WHOLE OR IN PART, OR ARISE OR MAY ARISE OUT OF, OR ARE OR MAY BE RELATED TO, OR ARE OR MAY BE IN ANY WAY CONNECTED WITH, THE EVENT. Participant agrees that this Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of any other party, with the full intent of releasing all claims. Participant acknowledges that it has read this Agreement and understands its terms and the consequences of the releases it contains, and Participant is fully aware of the legal and binding effect of this Agreement.

12. **Limitations on Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW: (A) IN NO EVENT WILL SERVICETITAN'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES; AND (B) IN NO EVENT WILL SERVICETITAN HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

13. **General.** The relationship between the Parties is that of independent contractors. ServiceTitan may freely assign this Agreement in whole or in part. Participant may not assign any rights or obligations under this Agreement without ServiceTitan's prior written consent. This Agreement will be governed by the laws of the State of [California][Georgia]. Exclusive jurisdiction of all disputes arising under this Agreement will be in the state and federal courts of [Fulton County, Georgia] [Los Angeles County, California]. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes any and all prior or contemporaneous representations, understandings and agreements, whether oral or written, between the Parties. No modification to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both Parties. The headings used in this Agreement are for convenience only and will not be used to limit or interpret the provisions of this Agreement. The Parties agree that this Agreement was negotiated by them and that no provision should be interpreted against a Party as the drafter thereof.