

# MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**"), dated as of May 13, 2026 (the "**Effective Date**"), is by and between Yardstik, Inc., a Delaware corporation, with offices located at 100 Washington Ave S, Suite 600, Minneapolis, MN 55401 ("**Yardstik**") and the City of Saint Paul, through its Department of Parks and Recreation, a Minnesota, municipal corporation and Home Rule Charter City, with offices located at 400 City Hall Annex, 25 West 4<sup>th</sup> Street Saint Paul, MN 55102 (the "**Customer**")

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Services. Yardstik shall provide certain reports and investigation services (the "**Services**") as described in more detail in each Statement of Work. Services are contingent on Yardstik receiving any and all authorizations required under applicable laws and regulations. "**Statement of Work**" means each statement of work entered into by the parties and incorporated herein by reference. Each Statement of Work shall include the following information, if applicable: (a) a detailed description of the Services to be performed pursuant to the Statement of Work; (b) the date upon which the Services will commence and the term of such Statement of Work; (c) the fees to be paid to Yardstik under the Statement of Work; (d) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to the Statement of Work. Either party may accept or reject a Statement of Work in its sole discretion.
2. Compliance. Both Customer and Yardstik shall cooperate and comply in any and all matters relating to the underlying Services and any and all applicable laws and regulations, including, without limitation, the Fair Credit Reporting Act ("**FCRA**") (15 U.S.C. § 1681 et seq.), the Gramm-Leach-Bliley Act ("**GLBA**") (15 U.S.C. § 6801 et seq.), Driver Privacy Protection Act ("**DPPA**", at 18 U.S.C. § 2721 et seq.), Equal Employment Opportunity Commission ("**EEOC**") guidelines and requirements, the requirements to access the Death Master File at 15 CFR Part 1110.2, any applicable state laws and regulations, including but not limited to the Minnesota Data Practices Act (Minnesota Statutes Chapter 13), applicable privacy laws, adverse action processes (including pre-adverse and post-adverse notices), and all reporting, disclosure, authorizations and notice requirements. In the event Customer uses identity verification or other Services utilizing biometric information or biometric identifiers, Customer shall comply with all applicable privacy and biometric privacy laws and regulations, including all applicable notice, consent, retention and destruction requirements. Customer also shall have individuals about whom biometric information or biometric identifiers are to be collected or otherwise processed agree to Yardstik's biometric privacy policy, available at Yardstik.com.
3. Customer Obligations; Authorizations; Permissible Purpose; Customer Certifications. Customer represents and warrants that Customer has (a) provided, or prior to utilizing Services will provide, individuals with any notices required by applicable law or necessary for Customer and Yardstik to process information as permitted by this Agreement and (b) has obtained, or prior to utilizing Services will obtain, any consents required by applicable law or necessary for Customer and Yardstik to process information as permitted by this Agreement. Customer shall use any and all documents, work product, consumer reports as defined under 15 U.S.C. §1681a(d), and other materials set forth on the applicable Statement of Work that are generated or otherwise assembled by Yardstik and delivered by Yardstik to Customer under this Agreement ("**Deliverables**") in accordance with any and all applicable laws and regulations and certifies that it is obtaining the Deliverables that are consumer reports only for a permissible purpose defined under 15 U.S.C. §1681b of the FCRA that Customer identifies to Yardstik, and Customer further certifies that it will not use the consumer report(s) for anything other than that specific purpose. As such, Yardstik may require certain credentialing, verification, and information from Customer prior to providing Services, including but not limited to business licenses, employer/taxpayer identification numbers, and site visits.
  - 3.1 Customer certifies that the permissible purpose for requesting the Deliverables is Employment purposes (including for hiring, retention, reassignment, and Promotion

and includes employees, contractors, volunteers, and interns) unless otherwise specified on the Statement of Work.

- 3.2 If Customer obtains consumer credit information, the Customer has stated its need for such consumer credit information in connection with a permissible purpose, and seeks such information in accordance with a permissible purpose defined by applicable law. Customer shall notify Yardstik immediately if Customer's permissible purpose changes for any reason. If Customer no longer has a permissible purpose Customer shall cease using Yardstik Services and notify Yardstik.
  - 3.3 Customer shall only use the Deliverables one time and for the permissible purpose for which it was requested and no other purpose. Customer shall not use, disclose, transfer, sell, or share the Services or Deliverables with any third party except as allowed in writing by Yardstik. Customer shall not use, disclose, transfer, sell, or share the Services or Deliverables to discriminate or otherwise misuse the information. The Deliverables shall be requested by (and disclosed by) Customer only to Customer's designated and authorized employees having a need to know, and only to the extent necessary to enable Customer to use the Deliverables in accordance with this Agreement and applicable laws and regulations. Customer shall ensure that such designated and authorized employees shall not attempt to obtain any Deliverables, including consumer reports, on themselves, associates, or any other person except in the exercise of their official duties. Both parties will maintain the confidentiality of all Deliverables provided by Yardstik.
  - 3.4 Any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under title 18, United States Code, imprisoned for not more than two years, or both.
  - 3.5 Customer understands and agrees that in certain cases additional certifications may be required before Customer can obtain certain Deliverables depending on factors including but not limited to the nature of the Deliverables requested, and the location of Customer or report subject, and the requirements of applicable law and regulation.
4. Employment Permissible Purpose Certifications and Requirements. Customer certifies that any request for Deliverables that include a consumer report to be used for employment purposes, Customer will comply with the following requirements under the FCRA: (i) before seeking any consumer report from Yardstik, Customer has provided a clear and conspicuous disclosure in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes; and the consumer has authorized the procurement of the consumer report by the Customer from Yardstik. In addition, Customer certifies that in the event adverse action may be taken, based in whole or in part on the consumer report, that Customer will provide to the consumer a copy of the consumer report and the FCRA summary of rights document identified in Section 8 (Notices) of this Agreement as it may be modified from time to time. Customer certifies that information from the consumer report will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation.
  5. Deliverables Containing Criminal and Credit History. Without limiting the scope of Section 2, Customer shall comply with any applicable law or regulation governing obtaining or use of Deliverables, in whole or in part, including but not limited to laws and regulations governing the use of credit or criminal history information for employment or tenant screening purposes such as "Fair Chance" and "Ban-the-Box" or similar law or regulation. For example, pursuant to restrictions on when criminal background reports can be requested under New York City's Human Rights Law, as amended by the Fair Chance Act, as well as consumer credit history under New York City Human Rights Law, as amended by the Stop Credit Discrimination in Employment Act (SCDEA), Customer certifies that it will request a consumer report which includes (i) criminal history information only after extending a conditional offer of employment to the job applicant, or, in the alternative that the position for which Customer is requesting a criminal history search is exempt under the Fair Chance Act; and/or (ii) consumer credit history

about an applicant or employee only if one of the permissible exemptions under SCDEA applies.

6. Privacy; Security. Both Customer and Yardstik have implemented and will maintain commercially reasonable administrative, physical, and technical safeguards designed to prevent any unauthorized use, access, processing, destruction, loss, alteration, breach, or disclosure of the Services and Deliverables. Both parties shall limit access to the Services and Deliverables to those employees who have a legitimate need to access those items in connection with the performance of their employment duties. Without limiting any other terms, Customer shall comply with all applicable laws and regulations relating to the receipt, use, transfers, processing, confidentiality, transfer, privacy, destruction, or security of any personal information contained in the Deliverables as described by the FCRA and DPPA, including any laws relating to notification of data breaches or security incidents. In the event Yardstik suffers a data breach or security incident, Yardstik and Customer agree that, as required by any applicable laws and regulations, Yardstik shall notify Customer of the breach or incident and Customer shall be responsible for notifying any affected individuals.
7. Destruction of Information. Both Customer and Yardstik agree all Deliverables will be handled in a confidential manner, pursuant to any applicable law or regulation. Customer agrees to properly dispose of Deliverables, including information provided through the Deliverables, by reasonable and appropriate means to prevent the unauthorized access to or use of information in, for example, a consumer report in accordance with 15 U.S.C. §1681w. Disposal of Deliverables shall be done in a secure manner to make the Deliverables inaccessible, unreadable and/or unrecoverable by: burning, pulverizing, or shredding, destroying/erasing electronic files beyond use or hiring an authorized document destruction firm.
8. Templates for Standard Forms and Notices. No advice, representations, samples, templates, notices, or recommendations by Yardstik (including by any of its employees or representatives) are to be construed as providing legal advice to Customer. Although Yardstik may provide Customer with samples and templates that may be used in connection with the Services, Customer agrees that the providing of such is not intended to be legal advice and shall not be construed as legal advice nor assurance that the samples and templates are in full compliance with all applicable laws and regulations. Customer is solely responsible for ensuring that any samples or templates are current and legally compliant.

#### 8.1 Notices

1. Notice to Users of Consumer Reports: Obligations of Users Under the FCRA (16 C.F.R. Part 601) located at <https://yardstik.com/disclosures/cfpb-notice-of-user-responsibilities/>
  2. Summary of your Rights Under the Fair Credit Reporting Act (16 C.F.R. Part 601) located at <https://yardstik.com/disclosures/summary-of-consumer-rights/>
  3. Remedying the Effects of Identity Theft located at <https://yardstik.com/disclosures/consumer-identity-theft-rights-summary/>
9. Disclaimer of Advice. Yardstik does not, and cannot, provide legal advice, opinions, or regulatory services. Yardstik does not, and cannot, guarantee Customer's or any third party's compliance with laws and regulations. Customer will work with their legal counsel to ensure that Customer's policies and procedures related to the use of the Services are in compliance with applicable laws and regulations.
  10. Adverse Action. Customer acknowledges that it understands its legal compliance obligations pursuant to applicable laws and regulations when taking adverse action based in whole or part on information in the Deliverables. At a minimum, in the case of consumer reports, these obligations are described in the FCRA, specifically 15 U.S.C. §§ 1681b(b), 1681m when applicable. Customer further acknowledges that Customer may have similar obligations under other applicable law, including but not limited to any applicable Fair Chance or Ban-the-Box laws and regulations.

11. Administrative Services. Yardstik may, at Customer's request, provide certain administrative services, including but not limited to, fulfillment of the disclosure and authorization, adjudication, and adverse action (the "Administrative Services"). These Administrative Services are being provided as a service only, and Customer is responsible for providing any form, letters and/or matrices it wants Yardstik to use, and providing instruction on how it wants those to be used in order for Yardstik to provide the Administrative Services. In the event that Customer engages Yardstik to send text messages on its behalf, Customer represents and warrants that Customer is in compliance with the Telephone Consumer Protection Act and any other applicable laws and regulations, including having obtained legally sufficient consent from the individual, that such consent is in effect at the time text messages are to be sent on Customer's behalf and the consent is sufficient to permit Yardstik to send the text messages to the individual on Customer's behalf
12. Authorized Users. Customer is solely responsible for all acts and omissions through its account and/or by its authorized users. All authorized users must agree to Yardstik's Terms of Use located at <https://yardstik.com/terms-of-use> and Privacy Policy located at <https://yardstik.com/privacy-policy>, which may be updated from time to time by Yardstik and are incorporated herein by reference. A copy of the Terms of Use and Privacy Policy can also be requested at [support@yardstik.com](mailto:support@yardstik.com).
13. Ownership. Subject to Customer's obligation to pay fees owed under this Agreement, Yardstik hereby assigns all right, title, and interest it may have in and to the Deliverables, including all Intellectual Property Rights therein, to Customer; provided, however, that Yardstik and its licensor(s), as applicable, shall remain the sole and exclusive owner of all right, title, and interest in and to any Pre-Existing Materials, including all Intellectual Property Rights therein, incorporated into or accessible from the Deliverables. Subject to Customer's obligation to pay fees owed under this Agreement, Yardstik hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, license to use the Pre-Existing Materials to the extent incorporated in and otherwise necessary for the use of the Deliverables during the Term. All other rights in and to the Pre-Existing Materials are expressly reserved. Customer shall not reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to gain unauthorized access to any source code related to Yardstik's Services, Confidential Information, or Pre-Existing Materials. Customer agrees not to disclose or otherwise make available Yardstik's Confidential Information to any third party, unless required to by applicable law, without the prior written consent of Yardstik. In accordance with Section 3 Customer grants Yardstik a limited, royalty-free, worldwide, perpetual, non-exclusive license to collect, maintain, use, disclose and otherwise process personal information provided by Customer and its applicants and report subjects in connection with Services provided under the Agreement for the purposes of provision of Services to Customer and for use in Yardstik's fraud prevention, data integrity and other data informatics and analytical tool offerings provided that such offerings will not identify Customer as the source of any information contained therein.
14. Disclaimer. YARDSTIK OBTAINS INFORMATION FROM THIRD PARTY SOURCES "AS IS". YARDSTIK PROVIDES THE INFORMATION, SERVICES, PRE-EXISTING MATERIALS AND DELIVERABLES ON AN "AS IS" AND "AS AVAILABLE" BASIS. YARDSTIK HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND YARDSTIK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IF YARDSTIK'S PERFORMANCE OF ITS OBLIGATIONS IS PREVENTED OR DELAYED BY ANY ACT OR OMISSION OF CUSTOMER OR A THIRD PARTY, YARDSTIK SHALL NOT BE DEEMED IN BREACH OF ITS OBLIGATIONS OR OTHERWISE LIABLE FOR ANY COSTS, CHARGES, OR LOSSES.
15. Liability. Each party agrees to be responsible for all losses, damages, liability, deficiencies, actions, judgments, interest, award, penalties, fines, costs, or expense, arising out of or resulting from its own acts and/or omissions and those of its officers, directors, employees, agents, successors, and permitted assigns, and will not be responsible for the acts and/or omissions of the other party.

17. Retention of Records. Customer will maintain copies of any consumer authorizations to obtain consumer reports or other deliverables for a minimum of five years from the last date on which a consumer report or other Deliverable is requested about the consumer. In cases where Yardstik collects authorizations to obtain consumer reports or other Deliverables from consumers on Customer's behalf, to the extent permitted by law, Yardstik will electronically store copies of all written such authorizations for a minimum of five (5) years from the date of inquiry and make such written authorizations available to Customer upon request.

19. Term and Termination.

19.1 Term. This Agreement shall commence as of the stated Effective Date, and will continue until the date that the Services set forth in the Statement of Work are expired or terminated in accordance with the terms therein or this Agreement (the "Term").

19.2 Termination for Cause. Either party may terminate this Agreement or any Statement of Work, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or (b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not dismissed or vacated within 45 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (c) the Customer's or Yardstik's performance is reasonably likely to violate any laws or regulations.

19.3 Effects of Termination or Expiration. Upon expiration or termination of this Agreement for any reason each party shall (a) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information; and (b) Customer shall immediately pay all outstanding fees and expenses in accordance with the Statement of Work and Section 20.2 below.

19.4 Survival. The rights and obligations in this Agreement which, by their nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

20. Fees; Payment Terms. Fees for the Services are set forth in the applicable Statement of Work. Customer will pay Yardstik all Fees and any other amounts owing under this Agreement within thirty-five (35) days of the invoice date unless otherwise specified on the Statement of Work. Except as otherwise specified in a Statement of Work, payment obligations are non-cancellable and fees paid are non-refundable. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder. If any fee payable is not paid within thirty-five (35) days from the date of invoice, Customer shall pay Yardstik interest on the amount outstanding from the date due until payment is made at a rate of 1.5% of the outstanding balance per month, or the maximum permitted by law, whichever is lower, from the date such payment was due until the date paid.

20.1 Payment Authorization. Customer shall provide valid, up-to-date and complete credit card details and email contacts to Yardstik. Customer authorized Yardstik to charge Customer's credit card for such fees in accordance with the invoices. Yardstik will deliver a receipt summarizing the fees to Customer within one business day of any charge. In addition, Yardstik's portal (accessible by Customer) shows all fees charged to Customer.

- 20.2 Suspension of Service. If Yardstik does not receive any undisputed amount due from Customer under this Agreement or the Statement of Work within fifteen (15) days of when the amount became overdue, Yardstik may suspend Services to the Customer until such amounts are paid in full.
- 20.3 Acceleration of Fees. Upon termination of the Agreement, termination of a Statement of Work, or if Yardstik does not receive any undisputed amount from Customer under this Agreement of the Statement of Work within (15) days of when the amount became overdue, Yardstik may accelerate Customer's unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable.
- 20.5 No set-off. Customer shall pay all amounts due to Yardstik in full, without any set-off, counterclaim or deductions.

## 21. Intellectual Property Rights; Ownership.

- 21.1 **"Intellectual Property Rights"** means all (a) patents, patent disclosures, and inventions and methods (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs and documents), and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 21.2 **"Pre-Existing Materials"** means any and all pre-existing documents, source code, databases and associated schema and data, work product, consumer reports, and other proprietary materials provided by or used by Yardstik in connection with performing the Services, in each case either licensed by Yardstik from a third party or developed or otherwise acquired by Yardstik prior to the commencement of, or independently from any Customer Confidential Information received under, this Agreement.

## 22. Confidential Information; Privacy.

- 22.1 **"Confidential Information"** means any and all non-public information that is treated as confidential by a party, including but not limited to information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information; or (e) is public data under any applicable law, including but not limited to the Minnesota Government Data Practices Act. **"Disclosing Party"** means a party that discloses Confidential Information under this Agreement. **"Receiving Party"** means a party that receives or acquires Confidential Information under this Agreement.
- 22.2 The Receiving Party agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided that, the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers,

employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by non disclosure obligations at least as restrictive as those set forth in this Section 6.2; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

- 22.3 If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law or regulation to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.
- 22.4 Notwithstanding anything in this section, Yardstik acknowledges that Customer is a government subdivision and must comply strictly with Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act. Nothing in this Agreement shall be interpreted to conflict with the requirements of the Minnesota Government Data Practices Act. If anything in this Agreement does conflict with the Data Practices Act, the Data Practices Act shall control.

### 23. Representations and Warranties.

- 23.1 Each party represents and warrants to the other party that: (a) it is duly organized, validly existing and in good standing; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

24. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) pandemic, epidemic, or health crisis; or (h) other similar events beyond the control of the party affected by the Force Majeure Event. The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

### 25. Miscellaneous.

- 25.1 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or

fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

- 25.3 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier; (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.
- 25.4 This Agreement, together with all Statements of Work, Yardstik's then-current Terms of Use and Privacy Policy, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Statement of Work, the following order of precedence shall govern: (a) first, this Agreement; (b) second, the applicable Statement of Work; and (c) third, Yardstik's then-current Terms of Use and Privacy Policy; and (d) fourth, any other documents incorporated into this Agreement.
- 25.5 Customer may not assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of Yardstik. Any attempted assignment, transfer, or delegation in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever.
- 25.6 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 25.7 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction). Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in the city of Saint Paul and County of Ramsey, and each party

irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

25.8 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**I acknowledge receipt of all required notices required by the FCRA including the Notice to Users of Consumer Reports and A Summary of Your Rights under the Fair Credit Report Act and verify that I have read and understand the notices in Section 8.**

**IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the last date set forth below. The parties hereto agree that electronic transmission of this fully executed Agreement shall constitute an original and legally binding document.**

City of Saint Paul

Yardstik, Inc.

\_\_\_\_\_  
Andy Rodriguez, Director  
Department of Parks and Recreation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Sarah Sullivan  
Assistant City Attorney

\_\_\_\_\_  
Joe Harney, Director  
Office of Financial Services

\_\_\_\_\_  
Erica Schumacher  
First Assistant Mayor