Note: Kuder, Inc. wishes to participate under the Cooperative Purchasing and Recovery Purchasing programs. The following SINs are available to state and local governments:

**SCHEDULE TITLE: INFORMATION TECHNOLOGY   LARGE CATEGORY: F**

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

- FPDS Code D304 Value Added Network Services (VANs)
- FPDS Code D304 E-Mail Services
- FPDS Code D304 Internet Access Services
- FPDS Code D304 Navigation Services
- FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except “Voice”
- and Pager Services

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**Kuder, Inc.**

302 Visions Pkwy
Adel, IA 50003

Phone: 1-800-314-8972
Fax: 1-515-993-5412

[www.kuder.com](http://www.kuder.com)

**Contract Number:** **GS-35F-294AA**

Period Covered by Contract: March 29, 2018 - March 28, 2023

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #**PO-0001**, dated 10/1/19.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System ([http://www.gsaadvantage.gov](http://www.gsaadvantage.gov)).
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS .......... 3</td>
</tr>
<tr>
<td>TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 54151ECOM) ......................................................................................................................... 10</td>
</tr>
<tr>
<td>USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS ............................................................................................................................................ 14</td>
</tr>
<tr>
<td>BLANKET PURCHASE AGREEMENT (BPA) ........................................................................................................ 15</td>
</tr>
<tr>
<td>BPA FORMAT GUIDELINES ......................................................................................................................... 16</td>
</tr>
<tr>
<td>CONTRACTOR TEAM ARRANGEMENTS ............................................................................................................ 17</td>
</tr>
<tr>
<td>CONTRACTOR’S AUTHORIZED GSA PRICING .............................................................................................. 18</td>
</tr>
</tbody>
</table>
SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ online shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

[ ] The Geographic Scope of Contract will be domestic and overseas delivery.

[ ] The Geographic Scope of Contract will be overseas delivery only.

[X] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

Kuder, Inc.
302 Visions Parkway
Adel, IA 50003

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

1-800-314-8972
3. LIABILITY FOR INJURY OR DAMAGE
The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:
   Block 9: G. Order/Modification Under Federal Schedule Contract
   Block 16: Data Universal Numbering System (DUNS) Number: **07-221-4666**
   Block 30: Type of Contractor: **Other Small Business**
   Block 31: Woman-Owned Small Business - **No**
   Block 40: Veteran Owned Small Business (VOSB): **Not Applicable**
4a. CAGE Code: **1LKC8**
4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE
a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151ECOM</td>
<td>* Days</td>
</tr>
</tbody>
</table>

*To be negotiated at the task order level.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.
a. Prompt Payment: **0% - 30** days from receipt of invoice or date of acceptance, whichever is later.
b. Quantity: **None**
c. Dollar Volume: **None**
d. Government Educational Institutions: **None**
e. Other: **None**
8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is $100.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:

Special Item Number 54151ECOM - Electronic Commerce (EC) Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STD), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STD):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STD) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be
obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. **CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

(a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

(h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

(i) **Government-Furnished Property:** As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

(j) **Availability of Funds:** Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
15. **CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 52.212-4).

16. **GSA ADVANTAGE!**
GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- Manufacturer;
- Manufacturer's Part Number; and
- Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov.

17. **PURCHASE OF OPEN MARKET ITEMS**
NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**:

- All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- Time of delivery/installation quotations for individual orders;
- Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
- Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.
19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.kuder.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order—

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
(b) The following statement:
This order is placed under written authorization from ______ dated ______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)
1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for the services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks. Incentives shall be based on objectively measurable tasks.

3. ORDER
   a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
   b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   b. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   c. Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
   a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days
after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

i) Cancel the stop-work order; or

ii) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

c. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

d. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

e. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (MAY 2001) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

9. INDEPENDENT CONTRACTOR

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture
involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

i) The offeror;

ii) Subcontractors; and/or

iii) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.
14. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

15. DESCRIPTION OF ELECTRONIC COMMERCE (EC) SERVICES AND PRICING

a. The Contractor shall provide a description of each type of EC Service offered under Special Item Numbers 132-52 E-Commerce. Services and rates should be presented in the same manner as the Contractor sells to its commercial customers and other ordering activity customers. Please submit a description of all corresponding commercial EC services to be provided.

b. Pricing for all EC Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, unit prices and/or fixed prices.
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Kuder, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

point of contact: David Rawson
phone number: 1-800-314-8972
e-mail address: rawsond@kuder.com
fax number: 1-515-993-5412
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) ________________.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

______________________________  ______________________________
Ordering Activity Date Contractor Date
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) ____________, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

1. The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:
   
<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Delivery:
   
<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be ________________.

4. This BPA does not obligate any funds.

5. This BPA expires on ________________ or at the end of the contract period, whichever is earlier.

6. The following office(s) is hereby authorized to place orders under this BPA:
   
<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

8. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
   
   (a) Name of Contractor;
   (b) Contract Number;
   (c) BPA Number;
   (d) Model Number or National Stock Number (NSN);
   (e) Purchase Order Number;
   (f) Date of Purchase;
   (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
   (h) Date of Shipment.

9. The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

10. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.

******************************************************************************************

Kuder, Inc.
(P) 1-800-314-8972

GS-35F-294AA

16
Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.
<table>
<thead>
<tr>
<th>SIN</th>
<th>Manufacturer</th>
<th>Part #</th>
<th>Product Description</th>
<th>UOI</th>
<th>Awarded GSA Net Price</th>
<th>Warranty</th>
<th>COO</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151ECOM</td>
<td>Kuder</td>
<td>KJNY-AN1</td>
<td>Kuder Journey Annual License / 1-1,000 users</td>
<td>Per User</td>
<td>$11.58</td>
<td>Service Agreement</td>
<td>US</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>Kuder</td>
<td>KJNY-AN2</td>
<td>Kuder Journey Annual License / 1,001-5,000 users</td>
<td>Per User</td>
<td>$7.72</td>
<td>Service Agreement</td>
<td>US</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>Kuder</td>
<td>KJNY-AN3</td>
<td>Kuder Journey Annual License / 5,000-10,000 users</td>
<td>Per User</td>
<td>$4.83</td>
<td>Service Agreement</td>
<td>US</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>Kuder</td>
<td>KJNY-AN4</td>
<td>Kuder Journey Annual License / 10,000+ users</td>
<td>Per User</td>
<td>$3.86</td>
<td>Service Agreement</td>
<td>US</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>Kuder</td>
<td>VCMS-Z3</td>
<td>Visions Career Management System/ 50,000+ users</td>
<td>Per User</td>
<td>$1.45</td>
<td>Service Agreement</td>
<td>US</td>
</tr>
</tbody>
</table>
SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made this ______ day of ______, ______ (the "Effective Date") by and between Kuder, Inc., an Iowa corporation, having an office at 302 Visions Parkway, Adel, Iowa 50003 ("Kuder"), and ___________________________ ("Purchaser"). This Agreement shall be deemed the "Master Agreement" between Kuder and Purchaser, as that term is used in Kuder’s online Terms and Conditions of Restricted Use License available on the KCPS Website (the "Terms and Conditions") and online non-exclusive restricted use KCPS Site License available on the KCPS Website (the "Site License").

1. DESCRIPTION OF SERVICES. Commencing thirty (30) days following the Effective Date, and continuing for the Term designated in Section 4 below, Kuder will provide Participants at the sites listed on EXHIBIT A, if applicable, with access to those specific components of the internet version of the Kuder's Career Planning System (which components may include, without limitation, Kuder Galaxy, Kuder Navigator, and Kuder Journey; hereafter collectively referred to as the "KCPS") and those support services set forth on EXHIBIT A attached to this Agreement and by this reference incorporated herein. For purposes of this Agreement, "Participants" shall refer, collectively, to the Purchaser and all parties authorized by the Purchaser to use the KCPS and approved by Kuder in its reasonable discretion. The parties hereto acknowledge and agree that the KCPS is developed, validated, and administered for purpose of predicting and assessing KCPS users’ career placement opportunities and interests during the Term.

2. AGENCY. Each Participant hereby designates and appoints Kuder as its authorized agent for purposes of administering the KCPS via online testing to its students or other authorized users of the KCPS. Each School (including any School that is jointly administering the KCPS as provided in Section 6 below) acknowledges and agrees that Kuder is acting solely in that agency capacity in collecting personal information from its students for the School’s use and benefit and that Kuder is not responsible for obtaining any necessary consents from students or parents. Each School represents and warrants to Kuder that it has or will obtain any and all consents from parents and guardians of students as may be required by the Children’s Online Privacy Protection Act of 1998 ("COPPA") in connection with Kuder's collection of personal information from its students and its students’ use and access to the KCPS as provided in this Agreement. Each School (including a School that is jointly administering the KCPS as provided in Section 6 below) further represents and warrants to Kuder that (a) its use of personal information (as defined by COPPA) collected from students shall at all times comply with COPPA, and (b) it has in place and will continue to keep in place procedures to maintain the confidentiality, security and integrity of the personal information collected from students as necessary to comply with COPPA. If applicable, Kuder shall use personally identifiable information from education records from a School's students only for purposes of the KCPS as described herein and on the terms and conditions set forth herein. For purposes of this Agreement, "School" shall refer to a Participant that is a school, school district or school system, educational agency or institution, or similar organization.

3. ACCESS. Access to the KCPS will be subject to any operational constraints, restrictions and requirements of Kuder, in the sole discretion of Kuder, that are now in effect or may be in effect in the future. Kuder shall not be liable in any way for failure of any phase or portion of the World Wide Web or Internet to provide access or other performance to Participants except for Kuder’s owned, rented, or leased servers.

4. TERM. The term of this Agreement will be for an initial period of _______ years from the Effective Date and, with the written authorization of Licensee, will renew for successive one-year periods thereafter. Notwithstanding the foregoing, in the event Kuder or Purchaser defaults by failing to substantially perform any material provision, term or condition hereof, the other party may provide written notice specifying such default. If the defaulting party does not cure the default within thirty (30) days of receipt of such notice, the non-defaulting party will have the right to terminate this Agreement upon written notice. Kuder shall also be entitled to terminate any Participant’s right to use the KCPS and the Site License for any such Participant by following the process set forth above with respect to the defaulting Participant, without terminating its relationship with the Purchaser or any other Participant under this Agreement.

5. PAYMENT. In consideration for the services provided to Participants hereunder, Purchaser will pay Kuder $_______ per year during the Term, with the first such payment due on ________, and subsequent payments due ________ and ________.

6. RESTRICTED USE LICENSE TO KCPS. Each Participant acknowledges and agrees that Kuder is the owner of the KCPS and all related trademarks, tradenames, copyrighted materials and other intellectual property, and that each Participant’s access to the KCPS is governed by the Site License. For each Participant that is a School, the KCPS shall be jointly administered by such Participant School and, if applicable, the Purchaser School. Purchaser (regardless of whether it is a jointly administering School), prior to the Effective Date, and each other Participant, prior to its first use of the KCPS, shall execute a Site License by clicking "I Accept" where indicated on Kuder’s website or
such other website through which Kuder and the Purchaser have mutually agreed to make the KCPS accessible to Participants (as applicable, the “KCPS Website”). Each Participant that does not execute the Site License will be denied access to the KCPS. For Participants that are Schools, Kuder will administer the KCPS in a manner which does not permit personal identification of a School's students or parents by any person other than representatives of Kuder having legitimate interests in such persons or their personal information collected as part of the KCPS, which each School acknowledges and agrees shall include all Kuder personnel involved, directly or indirectly, in the administration, facilitation, or operation of the KCPS.

7. DATABASE LIMITED USE. Each Participant understands and acknowledges that the Administrative Database Management System, through which test data and personal information of students or other users collected by the KCPS is accessed and maintained (hereinafter the “DBMS”), is used by Kuder for validation and norming purposes and for the purpose of the KCPS described herein, and is proprietary to Kuder. A Participant shall have access to the test data and personal information of its authorized students or other users contained in the DBMS on the terms and conditions set forth herein by written agreement only and at the sole discretion of Kuder. Furthermore, a Purchaser (including any jointly administering School described under Section 6 above), if different from the Participant, may have access to the test data and personal information of the authorized students or other users of the Participant contained in the DBMS on the terms and conditions set forth herein. A Participant may contact Kuder in writing at 302 Visions Parkway, Adel, Iowa 50003, via phone at (800) 314-8972, or via email at webmaster@kuder.com, in order to obtain information regarding the identity of the applicable Purchaser, if different than the Participant, and whether such Purchaser has access to the DBMS as provided herein. A Participant and Purchaser (including any jointly administering School described under Section 6) to which access to the DBMS is granted may access or use the information contained in the DBMS only for the purpose of administering the KCPS as provided herein and for lawful purposes in the management and administration of such Participant's or Purchaser's organization, subject to the limitations set forth in this Agreement, the Terms and Conditions and the Site License and under applicable law, and agrees not to disclose or distribute information contained in the DBMS to other parties without the prior written approval of Kuder. For Participants that are Schools (including any jointly administering Schools), their access and use of the information contained in the DBMS shall be further limited to the purpose of furthering the School's educational interests in its students or for making available educational opportunities and related information to students based on their career assessment results and interests. Prior to being provided access to the DBMS, a Participant (including the Purchaser and any jointly administering School described under Section 6) shall execute a Site License. Each Participant that does not execute a Site License will be denied access to the DBMS.

8. SITE ADMINISTRATION. Purchaser will notify Kuder prior to the Effective Date who will serve as the Master Administrator for the implementation and subsequent operation of the KCPS at each site where the KCPS will be administered and will thereafter notify Kuder upon any change of the Master Administrator for any such site.

9. WORK PRODUCT OWNERSHIP. Any ideas, discoveries, inventions, patents, products, copyrightable works or other information (collectively "Work Product") developed in whole or in part by Kuder in connection with providing services under this Agreement or the Terms and Conditions will be and remain the exclusive property of Kuder. Upon request, each Participant will execute all documents necessary to confirm or perfect Kuder’s exclusive ownership of such Work Product.

10. CONFIDENTIALITY. Neither Kuder nor its employees, agents or representatives will, directly or indirectly, use, divulge, disclose, or communicate to unauthorized third parties (other than as provided in Section 7) in any manner, any information that a Participant identifies in writing as proprietary. Kuder will protect such information and treat it with at least the same degree of care with which Kuder treats its own confidential information. Kuder acknowledges that personally identifiable information submitted through the KCPS by Participants and their students, employees and authorized users is proprietary to such parties. Information disclosed by students or other users is likely to include: name, address, email address, school or organization, assessment results, ethnicity, age, date of birth and gender, as well as a student's four-year plan. Kuder and all Participants agree to destroy or return all personally identifiable information of students or other users within any such party’s possession or control (in whatever format) within ninety (90) days of the earlier of (i) the written request of a student or other users to destroy such information, or (ii) at such time that the information is no longer needed for purposes of the KCPS as described herein, as determined by Kuder in its sole discretion. Unless otherwise determined by Kuder, a student’s or other user's information shall be deemed to be needed for purposes of the KCPS for such period that such student or other user is permitted to access and use the KCPS. Notwithstanding any provision herein to the contrary, each School expressly acknowledges that data submitted through the KCPS by students may be used by Kuder for validation and norming purposes. Participants also acknowledge and agree that data from students and users in aggregate form, which is not personally identifiable, may be used for the purposes set forth in the Privacy Policy (as defined in Section 19). This Section 10 will survive termination of this Agreement, unless and until such proprietary information becomes legally publicly available.
11. INDEMNIFICATION. Kuder shall indemnify and hold Participants harmless from and against all claims, losses, expenses, fees and damages, including attorneys’ fees and court costs, arising solely from the negligent acts or omissions of Kuder and its employees, agents and representatives.

12. STANDARD OF CARE; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

(a) Kuder shall provide its services under this Agreement in a timely and workmanlike manner and will provide a standard of care equal or superior to the standard of care used by service providers similar to Kuder on similar projects. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, KUDER MAKES NO WARRANTY OR REPRESENTATION, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) KUDER’S TOTAL LIABILITY TO ANY PERSON OR ENTITY HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE AMOUNT ALREADY PAID BY PURCHASER TO KUDER FOR SERVICES PERFORMED IN THE TERM CURRENT WHEN THE INITIAL EVENT OR OCCURRENCE GIVING RISE TO A CLAIM OCCURRED.

(c) IN NO EVENT SHALL KUDER OR ANY PARTICIPANT BE LIABLE TO ANOTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF KUDER OR ANY PARTICIPANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

13. FORCE MAJEURE. If the performance by any party of any obligation is prevented, restricted or interfered with by causes beyond such party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other parties prompt written notice thereof, then the obligations of the party invoking this provision shall be suspended to the extent reasonably necessary as a result of such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots and wars.

14. ASSIGNMENT. No Participant will assign or transfer its rights hereunder without the prior written consent of Kuder, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their representatives, respective successors and permitted assigns.

15. INTEGRATION; SEVERABILITY. This Agreement (including the Exhibits hereto), together with the Terms and Conditions and Site License, contains the entire agreement of the parties, and there are no other warranties, representations, promises or agreements, whether oral or written, concerning the subject matter hereof that are of any force or effect. This Agreement shall not be modified or amended except in a writing signed by the parties. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be valid and enforceable. If a court of competent jurisdiction finds that any such provision is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written as so limited. The failure of either party to enforce any provision of this Agreement (including the Terms and Conditions or the Site License) shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance.

16. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with applicable Federal law. The parties here consent to the jurisdiction of the U.S. Court of Federal Claims in Washington, DC for the resolution of claims arising under this Agreement.

17. NOTICE. Any notice or communication shall be sufficiently given if delivered in person or by first class or certified mail to the address of either party as set forth in opening paragraph hereof or, in the case of a Participant other than the Purchaser, by first class or certified mail to the last known address of the intended recipient.

18. NO AGENCY; RELATIONSHIP OF PARTIES. All Participants and Kuder acknowledge and agree that the views or opinions of any person or entity other than Kuder or an authorized Kuder employee that may from time to time be expressed, accessible, or communicated through the KCPS are not necessarily the views or opinions of Kuder. No such person or entity, other than an authorized employee of Kuder, is an agent or representative of Kuder, nor shall any such party have any right or authority, express or implied, to make any representations or warranties on behalf of Kuder or to bind Kuder in any respect. The relationship of Kuder and a Participant will be that of independent contracting parties and not a joint venture, partnership or agency relationship (except for the limited purpose described above in Section 2 and in the Site License).
19. **PRIVACY POLICY.** Each Participant acknowledges its review and understanding of Kuder’s Privacy Policy (which is available on the KCPS Website) (the "Privacy Policy") governing Kuder’s collection, use and disclosure practices of personal information of users of the KCPS. Each School further acknowledges and agrees that such School has received full notice of Kuder’s collection, use and disclosure practices, and that such School shall inform its students’ parents of such practices as necessary to comply with COPPA.

20. **AUTHORITY; VALIDITY.** By the Purchaser’s execution of this Agreement below, and by any Participant’s execution of a Site License, each such party individually and on behalf of the parties it represents, warrants and represents to Kuder that it and such other parties (i) have the authority to agree to the terms hereof and thereof, to represent and bind it and such parties to the terms hereof and thereof, and to perform its or their respective duties and obligations hereunder and thereunder; and (ii) acknowledges and agrees that its and their use of the KCPS and the KCPS Website will be governed by, subject to and will comply with the Web Site Terms of Use and the Privacy Policy, both of which may be found on the KCPS Website, and may be amended from time to time in Kuder’s sole discretion. A Site License issued pursuant to this Agreement or the Terms and Conditions is only valid if the applicable Participant executes the Site License as provided in Section 6 of this Agreement.

21. **CONTROLLING TERMS.** Pursuant to the Terms and Conditions, the Terms and Conditions accepted by each Participant will be incorporated with and made a part of this Agreement. In the event that any term of this Agreement conflicts with the Terms and Conditions, the terms of this Agreement shall control as it applies to Purchaser's or any other Participant's relationship with Kuder and the KCPS.

22. **EXECUTION.** This Agreement may be executed in two or more counterparts, with each executed document constituting an original and all of which together will constitute one and the same instrument. Facsimile or portable document format (PDF) signatures shall be deemed original signatures and shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement upon the date first above written, subject to final approval by Kuder at its offices in Adel, Iowa.

For ______________________________:  
By: ________________________________  
Title: ________________________________

For Kuder:  
By: ________________________________  
Title: ________________________________

Kuder, Inc.  
(P) 1-800-314-8972  
GS-35F-294AA  
22
EXHIBIT A

I. The current components of the Kuder® Career Planning System (KCPS) to which Participants shall have unlimited access are:

II. The support services which Kuder shall provide in connection with the KCPS are as follows:

III. The Participant sites to which this Agreement shall be applicable are as follows: