

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**FIRST RENEWAL TO BRAINFUSE, INC.'S AGREEMENT
FOR ONLINE HOMEWORK TUTOR FOR LIBRARIES (RFP 22-002)**

THIS FIRST RENEWAL (“1st Renewal”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Brainfuse, Inc. (“Brainfuse”), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the “parties”).

WHEREAS, the parties have previously executed Brainfuse’s Agreement for Online Homework Tutor for Libraries on September 7, 2021, (hereinafter collectively referred to as “Agreement”), incorporated by reference as if set forth verbatim; and

WHEREAS, County desires Brainfuse to continue providing online homework tutor services (“Services”) pursuant to RFP 22-002 and terms set forth in the Agreement; and

NOW THEREFORE, County and Brainfuse do mutually agree as follows:

1. **Term.** The Agreement shall be renewed for an additional one (1) year term starting October 1, 2022 and ending September 30, 2023.
2. **Maximum Compensation.** The Maximum Compensation for the performance of Services during the additional one (1) year term shall be Eighty-Five thousand dollars and 00/100 (\$85,000.00). In no case shall the amount paid under this 1st Renewal exceed the Maximum Compensation without an approved amendment.
3. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Brainfuse in any way associated with the Agreement.
4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Brainfuse verifies Brainfuse does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Brainfuse represents pursuant to § 2252.152 of the Texas Government Code, that Brainfuse is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.

5. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, BRAINFUSE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
6. **Conflict.** In the event there is a conflict between this 1st Renewal and the Agreement, this 1st Renewal controls. Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.
7. **Electronic and Digital Signatures.** The parties to the Agreement agree that the electronic and/or digital signatures of the parties included in the Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

IN WITNESS WHEREOF, this 1st Renewal is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this 1st Renewal and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

BRAINFUSE, INC.



Authorized Agent- Signature

Troy Weiman, Director of Accounts

Authorized Agent- Printed Name

Date: 7/19/2022

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, Fort Bend County Auditor