

the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Brainfuse does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Brainfuse does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Brainfuse does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
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 Renewal and the Agreement, this 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.

{EXECUTION PAGE FOLLOWS}

{REMAINDER TO THE PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this 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 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

BRAINFUSE, INC.

KP George, County Judge

Authorized Agent- Signature

Date

Troy Weiman

Authorized Agent- Printed Name

ATTEST:

Date: 08/08/2023

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ **89,000.00** are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, Fort Bend County Auditor

Exhibit A-2: Brainfuse Pricing Proposal

Exhibit A-2

Brainfuse Pricing Proposal

BRAINFUSE PRICE PROPOSAL

FOR FORT BEND COUNTY LIBRARIES

Brainfuse will continue to provide Fort Bend County Libraries with unlimited use of its HelpNow services (as described in our proposal) at the following annual rates:

SERVICE DESCRIPTION	PRICE: YEAR 1	PRICE: YEAR 2	PRICE: YEAR 3	PRICE: YEAR 4	PRICE: YEAR 5
Unlimited use of our HelpNow services (as described in our proposal)	\$81,000	\$85,000	\$89,000	\$95,000	\$95,000

PLEASE NOTE THE FOLLOWING REGARDING OUR PRICING FOR FORT BEND COUNTY LIBRARIES:

Based on an average of 11,500-13,000+ sessions per year, market rates would result in estimated fees of over \$115,000 (at \$9-\$10 per session). In light of our history with Fort Bend, and its importance to us as a long-standing customer, we propose: 1) to cap our fees for unlimited access at \$95,000 for the length of this contract and its renewable years; and 2) in light of the difficulties that would be encountered by a library when it is asked to increase its budget dramatically in one year, we propose to gradually build in the increase, such that the Year 1 fee would be \$81,000, the Year 2 fee would be \$85,000; the Year 3 fee would be \$89,000 and the Years 4-5 fees would be \$95,000 per year.

We hope that the pricing structure above is sensitive to your budgetary concerns, while at the same time will provide both parties with a sustainable fee structure moving forward.

ADDITIONAL NOTES:

- There are **no** additional fees associated with Brainfuse services. All services outlined in this proposal are included in this quote. Also included is any set-up, future set-up, full technical support, training, and outreach.
- There are **no** administrative or startup costs with Brainfuse.
- There are **no** use limits.
- All upcoming services and enhancements will be included at **no** additional charge.
- All software upgrades are provided at **no** additional charge.
- HelpNow is designed as a student-initiated service, not as part of a school or class-wide mandated assignment.
- Payment options are available upon request.