

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**THIRD EXTENSION OF AGREEMENT FOR
ONLINE HOMEWORK TUTORING**

THIS EXTENSION is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Brainfuse, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties executed and accepted that certain Agreement for Online Homework Tutoring on September 26, 2011, and as amended on August 7, 2012 and July 9, 2013, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the parties desire to extend the Agreement for an additional one (1) year term.

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


1. The Agreement shall be renewed for an additional one (1) year term through September 30, 2015.
2. The Maximum Compensation for the performance of services during the additional one (1) year term shall be fifty-four thousand nine hundred dollars and no/100 (\$54,900). In no case shall the amount paid under this Extension exceed the Maximum Compensation without an approved amendment.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY


 Robert E. Hebert, County Judge

ATTEST:


 Dianne Wilson, County Clerk

BRAINFUSE, INC.


 Authorized Agent- Signature

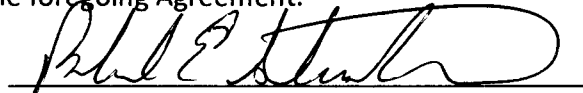

 Authorized Agent- Printed Name

7/21/2014
 Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 54,700.⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

A handwritten signature in black ink, appearing to read "Robert Ed Sturdivant", written over a horizontal line.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND EXTENSION OF AGREEMENT FOR
ONLINE HOMEWORK TUTORING**

THIS EXTENSION is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Brainfuse, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties executed and accepted that certain Agreement for Online Homework Tutoring on September 26, 2011, and as amended on August 7, 2012, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

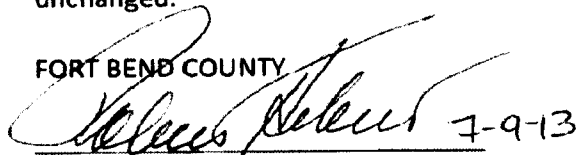
WHEREAS, the parties desire to extend the Agreement for an additional one (1) year term.

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

1. The Agreement shall be renewed for an additional one (1) year term through September 30, 2014.
2. The Maximum Compensation for the performance of services during the additional one (1) year term shall be fifty-four thousand nine hundred dollars and no/100 (\$54,900). In no case shall the amount paid under this Extension exceed the Maximum Compensation without an approved amendment.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY


Robert E. Hebert, County Judge


ATTEST:

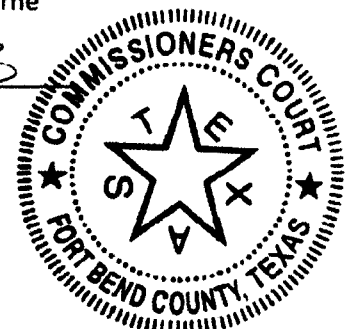

Dianne Wilson, County Clerk

BRAINFUSE, INC.


Authorized Agent- Signature


Authorized Agent- Printed Name


Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 54,900.⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

A handwritten signature in black ink, appearing to read "Robert Ed Sturdivant", written over a horizontal line.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**EXTENSION OF AGREEMENT FOR
ONLINE HOMEWORK TUTORING**

THIS EXTENSION is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Brainfuse, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties executed and accepted that certain Agreement for Online Homework Tutoring on September 26, 2011, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

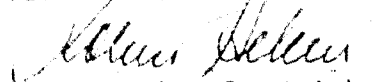
WHEREAS, the parties desire to extend the Agreement for an additional one (1) year term.

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

1. The Agreement shall be renewed for an additional one (1) year term.
2. The Maximum Compensation for the performance of services during the additional one (1) year term shall be fifty-four thousand nine hundred dollars and no/100 (\$54,900). In no case shall the amount paid under this Extension exceed the Maximum Compensation without an approved amendment.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

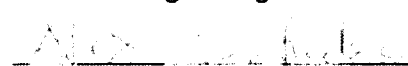

Robert E. Hebert, County Judge
August 7, 2012

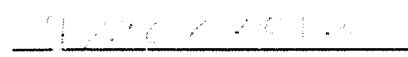
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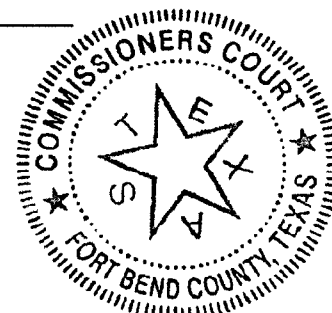

Dianne Wilson, County Clerk

BRAINFUSE, INC.


Authorized Agent- Signature


Authorized Agent- Printed Name


Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 54900.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

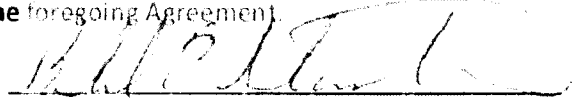

Robert Ed Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR ONLINE HOMEWORK TUTORING

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Brainfuse, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide online homework tutoring services (hereinafter "Services") pursuant to RFP 12 009; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is fifty-four thousand nine hundred dollars and no/100 (\$54,900). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County. Payment will be made in accordance with those payment procedures set forth in Section 3.3 below.

3.3 It is understood and agreed that payments will be made to Contractor by County based on the following procedures: Upon execution of the Agreement, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for the term of the Agreement in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.

Article IV. Limit of Appropriation

4.1 Prior to execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of fifty-four thousand nine hundred dollars and no/100 (\$54,900), specifically allocated to fully discharge any and all liabilities which may be incurred by County.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed fifty-four thousand nine hundred dollars and no/100 (\$54,900).

Article V. Term

It is understood and agreed that the term of this Agreement shall begin on October 1, 2011 and end on September 30, 2012. This Agreement may be renewed for four (4) additional one year terms under the same terms and conditions if mutually agreeable to the parties.

Article VI. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, Contractor shall reimburse County on a pro rata basis for the unused portion of the Services.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article VIII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. All such data and material shall be promptly furnished to County on request.

Article IX. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article X. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article XI. Indemnity

CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM

ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article XII. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain Injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to

any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

Article XIII. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XIV. Contract Administration

14.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Libraries, 1001 Golfview, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Contractor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

14.2 All written notices, demands, and other papers or documents to be delivered to Contractor under this Agreement shall be delivered to Brainfuse, Inc., 271 Madison Avenue, New York, New York 10016, or such other place or places as Contractor may designate by written notice delivered to County.

Article XV. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVI. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article XVII. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XVIII. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

Article XIX. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XX. Publicity

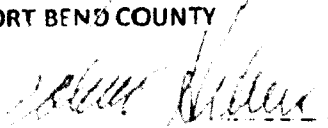
Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Article XXI. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the _____ day of _____, 2011.

FORT BEND COUNTY


Robert E. Hebert, County Judge
10-4-2011

ATTEST:


Dianne Wilson, County Clerk

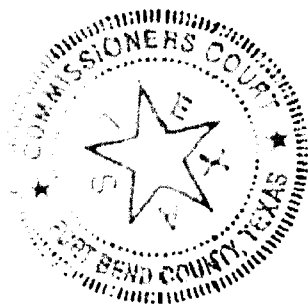
BRAINFUSE, INC.


Authorized Agent- Signature


Authorized Agent- Printed Name

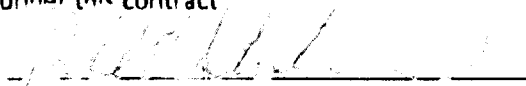

Title


Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 597,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A

INTRODUCTION

COMPANY BACKGROUND AND EXPERIENCE: Founded in 1999, Brainfuse is one of the nation's leading online tutoring providers, serving a diverse client base of libraries, school districts, and higher education institutions. With Brainfuse, patrons receive one-to-one tutoring via a versatile and user-friendly online classroom. Brainfuse serves hundreds of library systems throughout the United States, including Fort Bend County Libraries.

PLEASE NOTE: This response contains proprietary, confidential information and is intended only for the individual or entity to which it is addressed. Information within this Response shall not be disclosed to third parties without the express consent of Brainfuse, Inc.

SUMMARY OF PROPOSED SERVICES

SERVICES	This quote is based on the HelpNow Suite that we currently provide to Fort Bend County Libraries (Homework Help, Skills Building, Writing Lab, Foreign Language Lab, Test Center, 24/7 Question Center, Adult Learning Center, MEET, Brainwave, and FlashBulb.) Upcoming features will include a mobile application and Cloudpack.
SUBJECTS	Core subject areas for K-12 and adult learners (including college-prep, and AP). See SCOPE OF WORK for more details. Spanish-speaking tutors are available for each subject (with an option to add other languages such as Mandarin). PLEASE NOTE: Brainfuse is unique in that all of our bilingual tutors are U.S.-based. Services are aligned to Texas standards and are tailored for each age/grade level.
SERVICE HOURS	Brainfuse will provide live homework help, live writing assistance, live test preparation, and skills building from 3:00 pm to 11:00 p.m., 7 days per week (hours that Brainfuse currently provides Fort Bend County Libraries). Hours are completely

	negotiable, and can be amended upon request. Our other services are 24/7, and include: <ul style="list-style-type: none"> • Test Center • Premium Writing Lab • 24/7 Question Center • StudyRoom
SERVICE LOCATIONS	From library (onsite), home, or any other remote location (including community centers) with Internet access.
TUTORS	All tutors (including bilingual) are U.S.-based, possess 4-year college degrees, and have undergone rigorous background checks, screening, training and professional development.
MONITORING AND SECURITY	Our monitoring team views sessions in real-time, and reviews session transcripts for security and quality control. Brainfuse maintains strict COPPA/CIPA compliance with respect to its services.
TRAINING FOR LIBRARY SUPPORT STAFF	Brainfuse provides full onsite training to library staff. Interactive training software is also provided to librarians who are unable to attend live training sessions. Follow-up/refreshers training is available for existing/new support staff throughout the term of the contract, and is included in our price.

3.0 SCOPE OF WORK

Please give a brief response to each of the requirements listed below. Note on each item whether or not your product "Complies," "Does Not Comply," "Partially Complies (Please Explain)" or "Describe".

3.1 The online homework help service must be live, on-demand and online homework help.

Brainfuse's tutoring/homework support services are online, on-demand, and live.

3.2 The online homework help service must include all present library locations in the library system and at any future locations added during the course of the contract without additional charge.

Brainfuse will provide services to all present library locations, and any future locations added, during the course of the contract without additional charge.

3.3 The online homework help service must be able to connect a student to a live tutor within a short period of time with a one-to-one ratio of student to tutor.

Brainfuse represents the shortest wait times among online homework help providers. Through generous staffing and an advanced system for handling overflow, our average wait time for a student to enter a one-to-one session is significantly shorter than similar services.

(a) Brainfuse tutoring sessions are one-to-one.

3.4 The online homework help service should be geared towards students from elementary through 12th grade.

Brainfuse provides assistance in core K-12 subjects for grades students of all ages, including Math, Science, English and Social Studies. Adult learners are also accommodated through our Adult Learning Center.

3.5 The online homework help service should include but not limited to the subjects of math, science, social studies, and English related to the above grade levels. College intro subjects and AP subjects would also be preferred.

3.5. BRAINFUSE COMPLETE

BRAINFUSE SUBJECTS (K-12, College Preparation, AP Subjects, and Adult)

Brainfuse provides assistance in the following core subjects, up to the advanced college preparatory level:

- **Math** including Algebra I, Algebra II, Geometry, Trigonometry, and Calculus
- **Science**, including General Science, Biology, Chemistry, Physics, and Earth Science
- **Social Studies**, including Political Science, World History, US History, and Geography
- **English as a Second Language**
- **English/Language Arts**
- **Writing Lab**
 - Reading Comprehension/Grammar/Vocabulary Skills Building through live sessions that incorporate our library of reading passages and questions.
 - English Literature
 - Writing Assistance
- **Foreign Language Assistance**: Homework help for students taking a foreign language class.
- **Computer Literacy**
- **Test Preparation** (ACT, SAT, GED, Texas standardized tests, U.S. Citizenship Test and more)
- **Skills review** through our Skills Building service

3.6 Please describe other services the online homework help vendor may offer such as skill-building, writing labs, language learning, career and adult education.

THE BRAINFUSE COMPLETE ONLINE HOMEWORK HELP AND LEARNING SYSTEM

The Brainfuse Complete Online Homework Help and Learning System is a one-of-a-kind tutoring service designed for students of all ages. Whether a library patron needs to master a skill, prepare for a test, refine a resume, or just get through a difficult homework problem, our system offers a range of mutually reinforcing services.

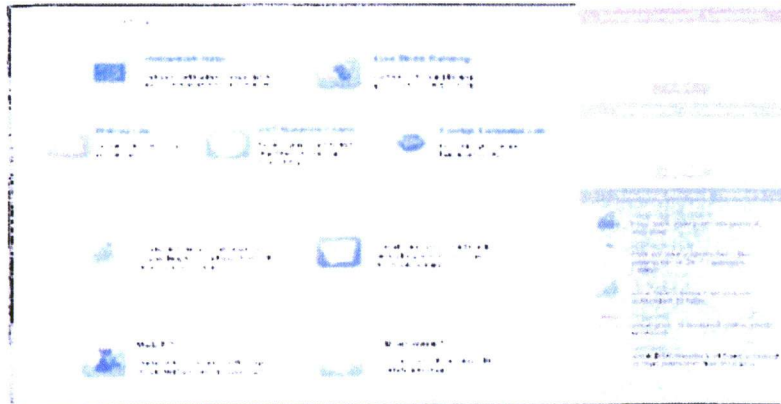
We propose providing Fort Bend patrons access to our full suite of tutoring, assessment, and study services as described below.

1. HelpNow™

HelpNow is a comprehensive suite of services designed to accommodate a range of homework needs, including live, one-to-one homework help, live Texas-aligned skills learning, test preparation, and comprehensive writing assistance.

A. ON-DEMAND, ONE-TO-ONE ONLINE HOMEWORK HELP:

Students draw or type their question in our online classroom and receive live homework assistance from a Brainfuse-certified tutor. Tutors are trained to not simply provide answers but to help students master the homework assignment's underlying academic concepts.



B. TEXAS-ALIGNED, LIVE SKILLS BUILDING: Our Live Skills Building service is designed to address academic needs that run deeper than homework help, and is fundamentally distinct from static "Skills Centers" offered by other providers, which consist of third-party links rather than live tutoring.

With Live Skills Building, Brainfuse tutors help students master core academic skills through the Texas-aligned lessons. Skills Building is one of HelpNow's most popular features, and many clients cite it as the main reason for switching to Brainfuse from other providers.

C. COMPREHENSIVE WRITING ASSISTANCE: Our writing service is unique in that we do not merely proof or edit a student's writing. Drawing from an experienced staff and research-based methodologies, we offer students two high quality options:

- **Live Writing Assistance:** Students receive live writing assistance from Brainfuse tutors via our online classroom, which features intuitive copy/paste technology and secure file sharing. Live writing assistance is particularly helpful during the preparatory stages of the writing process when students need help organizing outlines and developing general themes.
- **Premium Writing Lab:** Our premium writing lab is unique to Brainfuse, and offers students a level of analysis that is simply not possible during a live session. Students submit papers via our secure file sharing feature (no email address required) and our writing experts carefully analyze each paper with respect to voice, word choice, content, sentence fluency, and organization. Papers (complete with constructive comments) are returned to students within 24 hours.

D. FOREIGN LANGUAGE CENTER: On-demand homework help and other resources for students who are taking a foreign language class. Spanish is currently supported with other languages to follow.

E. PRODUCTIVITY SOFTWARE ASSISTANCE: Homework assignments often require the proper use of productivity software (such as Word, Power Point, or Excel). To meet this need, Brainfuse tutors provide live assistance to students who need assistance using their computer to complete a personal project or academic assignment (such as inserting footnotes in a term paper or creating a Power Point for a class project). In addition, students can connect with a skills building tutor for individual lessons in hundreds of computer literacy topics.

F. 24/7 QUESTION CENTER: The 24/7 Question Center is ideal for students who require a detailed, extended explanation of a difficult concept. Students simply submit their question and a tutor will respond within 24 hours. In 2011, tutors will use our new Brainwave™ system (described in the Homework Tools section below) to provide dynamic explanations through graphics and animation.

2. HOMEWORK TOOLS

We designed our homework tools by asking hundreds of students to identify the online features that they need most to complete homework assignments and build academic skills:

A. TEST CENTER: Our Test Center provides 24/7 access to hundreds of tests in a variety of subjects. Our proprietary Test Center provides instant grading, progress tracking, and is fully integrated with our other services. Our Test Center includes:

- **Texas-Aligned Core Subject Tests:** Developed for our Title I Programs, our skills tests focus on proficiency areas emphasized within Texas' curriculum standards (Texas Essential Knowledge and Skills (TEKS)).
- **ACT/SAT** (initially developed by Brainfuse as part of an SAT prep course for King County Public Library (WA) patrons, our SAT/ACT course consists of full length sample tests and skills-specific tests for focused test preparation.
- **GED**
- **GRE**

It should be noted that our Test Center is unique among most tutoring providers in that it does not just consist of links to third party content but is rather a proprietary testing system created by Brainfuse, field-tested in our school-based programs since 2001, and designed to integrate with our homework help and skills building services. More specifically, after completing one of our online assessments, students receive a customized learning plan that suggests specific skill sets for additional practice. Students can then choose to share these test results with a Brainfuse tutor for a focused skills building session. In addition, students can check prior test results and chart their progress from the Test Center home page.

B. STUDYROOM™

StudyRoom is an innovative peer-to-peer and self-study tool that, when combined with HelpNow's other services, greatly enhances the online learning experience.

StudyRoom consists of the following features:

- **ONLINE STUDY GROUPS:** While students regularly use commercial instant messaging services to do homework with peers, most of these services lack robust academic tools and are fraught with security issues. StudyRoom offers an effective alternative. With StudyRoom, students can easily schedule online meetings in the Brainfuse classroom to collaborate on projects and assignments.
- **BRAINWAVE:** This breakthrough messaging tool allows students or teachers to record a movie of their activity on the Brainfuse whiteboard, archive it for note-taking purposes, or share it with others. Brainwave is ideal for recording solutions to math or science problems, class projects, or any other concepts that require motion, sequence, or animation.
- **FLASHBULB:** Students enjoy 24/7 access to an extensive library of online flashcard sets in hundreds of subjects. Students can also create their own flashcards for efficient self-study on both computers and mobile devices.

3. THE ADULT LEARNING CENTER

The Adult Learning Center provides foundational, career-enhancing skills to adult learners through test preparation (including the GED and the U.S. Citizenship Test) and a comprehensive academic skills center featuring live, online tutors. The Adult Learning Center consists of the following services:

- **LIVE ACADEMIC TUTORING** for assignments and coursework.
- **LIVE SKILLS TUTORING** to master skills through live, one-to-one lessons in math, reading, and writing, and computer literacy.
- **WRITING ASSISTANCE** from trained instructors who help patrons produce better business letters, term papers, resumes, or any other piece of writing.
- **ADULT TEST CENTER:** 24-hour access to a regularly updated test library, including the GED, academic skills assessments, and a unique U.S. Citizenship Test course developed with the San Diego County Public Library.

MOBILE APPLICATIONS:

Patrons can already use their mobile devices to study using our Flashbulb feature (see above for additional information regarding Flashbulb). In addition, we are currently developing a new mobile application built upon the HTML5 open web standard. This will provide wide access across many platforms and devices (such as the iPad, iPhone, and Android, etc.) and other phones with built-in browsers). Our mobile application will include the following features:

- **MOBILE ACCESS TO CLOUDPACK:** In Summer 2011, our new Cloudpack service will provide users access to their personal academic materials (class notes, study tools, career resources, etc.) via the cloud through any computer or mobile device.
- **MOBILE ACCESS TO TUTORS:** In Fall 2011, HelpNow will add the ability for patrons

to connect with tutors using their mobile device.

3.7 The online homework help service must be available seven (7) days a week.

Brainfuse will provide live tutoring services 7 days per week.

3.8 The online homework help service must allow for unlimited simultaneous users during hours of operation. Hours of operation must be negotiable and mutually agreed upon by both parties.

Brainfuse will allow for unlimited simultaneous users during hours of operation, 7 days per week. Hours are completely negotiable. Currently, Brainfuse provides services for Fort Bend County Libraries from 3:00 p.m. to 11:00 p.m. CST.

Please note that other parts of our service, including our Writing Lab, Test Center, and 24/7 Question Center, are available 24/7 every day of the week.

3.9 The online homework help service needs to be available both in English and Spanish during all hours of operation.

Brainfuse is unique in that ALL of our bilingual tutors are U.S.-based. Spanish-speaking tutors are available for the same times/days/subjects as our English-speaking tutors. We are willing to accommodate requests for tutoring in other languages (such as Mandarin) during the contract period.

3.10 The online homework help service should deliver high-quality tutoring homework assistance using tutors that are all U.S.-based, possess degrees or qualifications in their subject areas, undergone rigorous background and reference checks, screening, training and professional development and be able to work with all ages of students in an online environment in a positive, professional way.

ABOUT BRAINFUSE TUTORS

100% of Brainfuse tutors (including our bilingual tutors) are U.S.-based and must have four- or five-degree (preference is given to certified teachers and individuals with prior tutoring experience).

FINGERPRINT/BACKGROUND CHECKS AS MANDATED BY TEXAS LAW: As with most states, Texas law requires that all individuals who come in contact with students clear a criminal record check.

In order to remain in compliance with these and other state's requirements, all Brainfuse tutors (including our bilingual tutors) clear a criminal background check through the appropriate law enforcement agency. This requires all of our tutors to reside within the United States, and makes us unique among most providers in this respect.

- All tutors are fingerprinted and checked through a criminal database.
- Brainfuse contacts all references and previous employers.

PROFICIENCY TESTS: It's important to note that unlike some online tutoring services that allow applicants to mail in proficiency tests, our applicants are tested live and online to determine proficiency within each relevant subject area and the ability to convey ideas clearly in an online environment.

TRAINING: Hired tutors undergo training in proper teaching techniques, including Brainfuse's time-tested instructional methodology, Texas standards, and abuse/misusing children notification procedures.

ONGOING PROFESSIONAL DEVELOPMENT THROUGH TUTOR MANAGERS: Our tutor managers serve as both supervisors and mentors to tutors. Their role is to monitor tutor performance and share best practices and constructive comments with tutors through private correspondence and weekly conference call meetings.

TUTOR MONITORING AND REVIEW: Our rigorous monitoring and review system is unique among online tutoring providers:

- **Live Monitoring:** We are the only online tutoring company to staff a full-time monitoring team. Monitors provide tutors with real-time assistance with respect to instructional strategies, and can also assist students with special tutoring requests.
- **Transcript Review:** Brainfuse reviews session transcripts daily and provide Brainfuse management with summary reports of the day's activities.
- **Ongoing tutor evaluation:** We evaluate our tutors regularly based on session performance (as determined through live monitoring and review of session transcripts). During periods of low use, monitors log on as students to further evaluate tutor performance. Tutors are rated on a scale of 1-5. This rating serves as a major factor in determining tutor compensation.

3.11 The library's patrons should be able to connect to the online homework help service from the library (onsite), home, mobile devices, or any other remote location going through the library website. The use of library card authentication for remote users to enter the online homework help site should be negotiable and mutually agreed upon by both parties.

3.10 *Brainfuse is available in the library (onsite), home, mobile devices, or any other remote/off-site location (including bookmobiles) with Internet access.*

AUTHENTICATION: It should be noted that virtually every major method of authentication is represented in our client base. In general, we ensure that remote users access our service through the authentication mechanism currently in-use, or preferred by each library client (either with IP, password, cookie authentication, CPID, or EZProxy, etc.). If a library does not have an online authentication system, Brainfuse will employ its own authentication system based on a library's preference (for example, zip code verification through IP address, library card authentication, etc.).

3.12 *The online homework help service should maintain strict COPPA/CIPA compliance with respect to its services. Sessions should be monitored in real-time by the vendor with session transcripts reviewed and archived. All user information should be kept confidential and not distributed to a third party.*

Brainfuse maintains strict COPPA/CIPA compliance with respect to its services.

- There is no requirement to submit personal information in order to use our live tutoring services.
- Our secure file sharing feature eliminates the need for emailing and ensures that tutors never have access to a patron's personal information.
- Our unique live monitoring protocol ensures compliance with our anonymity policy. Our monitoring team observes sessions in real-time, reviews session transcripts and maintains archives of past sessions.
- Our tutors undergo the same background check process mandated by our school district clients with respect to any individuals who interact with students.

NO SOLICITATION OF ADDITIONAL CONSUMER SERVICES TO PATRONS: Though not a COPPA/CIPA requirement, it should be noted Brainfuse is unique among providers in that it does not also offer a for-pay version of its service to consumers. HelpNow for libraries is our premium online homework help service to which we devote all of our development efforts and tutor staffing resources. As such, patrons who go to our homepage will not be directly or indirectly solicited to subscribe to additional premium services or to pay for additional tutoring time.

3.13 *The online homework help service should have a system of quality control to evaluate tutors, handle complaints and provide feedback to the library.*

TUTOR MONITORING AND REVIEW: Our rigorous monitoring and review system is unique among online tutoring providers:

- **Live Monitoring:** We are the only online tutoring company to staff a full-time monitoring team. Monitors provide tutors with real-time assistance with respect to instructional strategies, and can also assist students with special tutoring requests.
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3.14 The online homework help service must provide the library with monthly reports that include but not limited to:

- **Total number of sessions for the month**
- **Total number of sessions by subject**
- **Total number of sessions by grade level**
- **Total number of sessions per branch and per remote users**
- **Post-session satisfaction surveys**

Brainfuse will provide detailed monthly reports, which are emailed and sent in hard copy to the program managers and other designated library individuals by the 7th of each Month. Monthly Reports include:

- Total number of sessions (also broken down by service/language selected)
- Number of unique visits
- Language Activity
- Average number of sessions per hour of the day
- Average number of sessions per day of the week
- Complete breakdown of services/subjects selected
- Results of user satisfaction survey
- Post-session user comments
- Problems encountered by users (such as waiting for a tutor, dropped internet connections, and/or website downtime)
- Sessions differentiating between in-library and remote access

* Additional data may be provided upon request.

3.15 The online homework help service should be available to students without the need for downloads or Shockwave plug-ins. It should be designed to work across multiple platforms (Mac/PC).

Brainfuse's online Meeting Room: The Brainfuse Online Meeting Room represents the most accessible learning platform among online tutoring and career service providers. It is Mac and PC compatible, and requires no downloads, plug-ins (such as Shockwave), or add-ons such as Flash or Silverlight -- platforms that may present access and stability issues to patrons who are not computer savvy or who have older machines. And through careful optimization and design, the Brainfuse Online Meeting Room is even capable of accommodating users with dial-up modems:

- Brainfuse's online services support all standard browsers.
- Brainfuse supports standard operating systems for both Windows and Mac.

Windows

- Windows 95 or above
- 64 MB of RAM
- Active Internet connection 28.8 Kbps (dial-up accessible)

Mac

- Mac OS X and above
- 64 MB of RAM
- Active Internet connection 28.8Kbps (dial-up accessible)

ABOUT BRAINFUSE'S INTERACTIVE LEARNING ENVIRONMENT: Field-tested and refined for over a decade in the low-bandwidth environments of rural and inner-city schools, the Brainfuse Online Classroom epitomizes ease-of-use and accessibility (it is even accessible through dial-up modems). The Brainfuse Classroom offers instant, robust communication between tutors and students. Features include, among other things, freehand drawing, text editing, instant messaging, screen-printing, real-time file sharing, advanced math/science symbols, emoticons, copy/paste, and web-content sharing.

- **NO DOWNLOAD REQUIRED:** Unlike other providers, the Brainfuse Online Classroom does not require users to download Flash or Silverlight plug-ins. As a result, even students with older computers can access our tutoring service.
- **FULLY INTEGRATED FEATURES ELIMINATE THE NEED FOR TABBING:** For security and ease of use, all of our features are accessible within a single whiteboard environment, without the need for cumbersome tabbing from feature to feature.
- **DYNAMIC WORKSPACE:** Our whiteboard automatically expands to accommodate additional content from tutors and students, so there is no need to tab through multiple screens.
- **SECURE WEB SHARING:** Students and tutors can simultaneously view and mark-up web content in a secure environment. Tutors can easily display web content that has been pre-approved by the Brainfuse curriculum team for security, accuracy, & educational value. When accessing other web content, tutors can preview it prior to sharing it with the student.
- **FILE SHARING:** Files in all major formats (.pdf, .html, .txt, .xls, .jpg, .gif, MS Word, etc.) may be downloaded using a secure file-sharing feature that allows easy transfer of documents while ensuring that tutors never have access to student email.

addresses or any other personal information.

- **PRINT/ARCHIVE PAST SESSIONS:** Students may cut & paste session transcripts or print out a screen shot of the online classroom. Students may also import saved sessions into current sessions, review archived session transcripts, or use our session player to record & play back entire sessions for future reference.
- **COPY/PASTE & DRAG/DROP:** Students can simply copy and paste or drag and drop content (text, pictures) into our whiteboard. By offering these intuitive functions, students do not have to master new features in order to share content on our whiteboard.

3.16 The online homework help service vendor should provide as part of its contract, technical set-up assistance and provide the library the appropriate URL and/or IP addresses.

Brainfuse provides full technical set-up assistance to participating libraries including assisting library staff in incorporating our services under a shared URL resolver and web-scale integrated discovery system. Additionally, we will assist in setting-up services by:

- Creating a custom URL for each library and then sharing it with participating library IT teams.
- Providing a customizable user interface that allows participating libraries to include their logo and contact information. Patrons will see this interface every time they log in to access our services.
- Setting up on-site/remote usage tracking in a way that is consistent with each library's preferences.
- Integrating our service into a library's existing authentication structure, or developing a separate authentication system and entry point for our services.
- Providing full troubleshooting assistance.
- Providing a user name or logon script for libraries that cannot provide a static IP address.
- Providing a port redirection script for unauthenticated connections.

ONGOING ASSISTANCE: Throughout the contracting period, our tech team provides ongoing support and assistance to libraries to ensure uninterrupted availability to users.

3.17 The online homework help service vendor must provide the library email notification of downtime during the online homework help service due to maintenance, upgrades, technical difficulties, etc.

Brainfuse will provide the library email notification in rare instances of downtime. In general, Brainfuse maintains 99.9% uptime (virtually no downtime).

3.18 The online homework help service vendor should provide as part of its contract customer support such as a helpline/hotline that is available

during the online homework help hours to answer technical or other questions that may arise.

3.18. Brainfuse: Brainfuse offers 24/7 support service, 365 days a year through a toll free number/helpline and email address. Our support staff answers all calls within 30 seconds, sparing participating libraries of long waits during normal business hours.

3.19 The online homework help service vendor should provide as part of its contract onsite and interactive web-based training to the Fort Bend County Library staff and presentations to the community, county officials, etc. as needed.

Brainfuse provides full onsite training to library staff. Interactive training software is also provided to librarians who are unable to attend live training sessions. Follow-up/refreshers training is available for existing/new support staff throughout the term of the contract.

PRESENTATIONS: Brainfuse is committed to working with libraries to increase awareness of our online services. Brainfuse will work with the Fort Bend County Libraries to design, produce and distribute customized collateral intended to make library patrons and local residents aware of Brainfuse's online resources, our hours of availability, and how patrons can access us from their library, home, or other remote locations. Brainfuse will assist the library in creating presentations to the community, county officials, etc. as needed.

3.20 The online homework help service vendor should provide as part of its contract advertising materials such as posters, bookmarks, etc. to publicize the program in the libraries and community.

Brainfuse will regularly provide a range of advertising collateral, including posters, bookmarks, and flyers of a mutually agreed-upon design and function. Such collateral is available in common and customizable print-ready formats. Additionally, we have prepared flash demos of our service for community outreach and training purposes.

HELPING PATRONS USE OUR SERVICES: Our design team has created a robust library of freely-available online manuals, FAQs, and other web-based materials to support users as they navigate our online services and resources.

3.21 Pricing for the online homework help service should be based on historical data of past usage of this library system, hours of service, and the actual cost of the tutors. The vendor should provide a set price for a maximum four year contract.

Please see attached section titled, "PRICING".

3.22 *The online homework help service vendor should provide a list of current public library clients as references.*

Please see attached section titled, "REFERENCES & EXPERIENCE".

SERVICE COMPARISON CHART

	BRAINFUSE	OTHER LEADING SERVICES
All tutors (including bilingual) reside within U.S. & clear criminal record checks	YES	NO
Texas-aligned tutoring	YES	NO
Demonstrated record of effectiveness	YES	NO
Computer literacy/ software assistance	YES	NO
Standardized test preparation and a library of instantly-graded, proprietary online tests	YES	NO
Short wait times	YES	NO
Live writing assistance & 24/7 writing lab	YES	NO
Texas-aligned online assessments	YES	NO
Texas-aligned skills building	YES	NO
Intensive resume lab for substantive feedback (in addition to live resume assistance)	YES	NO
Group collaboration and proprietary self-study tools	YES	NO

BRAINFUSE ANNUAL PRICING FOR FORT BEND COUNTY LIBRARIES:

\$54,900 per year

PLEASE NOTE THE FOLLOWING REGARDING OUR PRICING:

- Pricing is based on an annual fee for unlimited use (as opposed to a per-user or per-session fee)
- All services outlined in this proposal are included in this quote (including any future set-up, full technical support, training, and outreach)
- All upcoming services and enhancements will be included without additional charge
- Software upgrades are provided once a year at no additional charge, are announced in advance, and are distributed automatically (since our service resides on our servers)
- Other pricing options and service combinations are available upon request