

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


County Judge KP George

KP George, County Judge

August 22, 2023

Date

ATTEST:





Laura Richard, County Clerk

Laura Richard, County Clerk

BRAINFUSE, INC.



Authorized Agent- Signature

Authorized Agent- Signature


Troy Weiman

Authorized Agent- Printed Name

Date: 08/08/2023

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

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1057008

Date Filed:
08/08/2023

Date Acknowledged:
08/22/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brainfuse
New York, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
B22-002
Online Homework Tutor

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)