AGREEMENT

THIS AGREEMENT is made and entered into this _1_ day of_August_____, 2014 by and between **Brainfuse, Inc.,** a corporation organized and existing under the laws of the State of New York (hereinafter, "Brainfuse"), and Palo Verde College, an organization organized and existing under the laws of the State of California (hereinafter, "the College").

W I T N E S S E T H:

WHEREAS, Brainfuse is engaged in the development and provision of educational technology, services and content; and

WHEREAS, the parties desire to supply College students with an online tutoring services program pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises of each party to the other contained herein, it hereby is mutually agreed as follows:

ARTICLE I - PURPOSE

Brainfuse shall provide web-based technology and online tutoring to the College pursuant to the terms set forth herein.

ARTICLE II - RESPONSIBILITIES OF THE PARTIES

Section 2.1 Responsibilities of Brainfuse

(a) Brainfuse shall prepare and provide instant access live help for College students in core college subjects (hereinafter, the "Brainfuse Program").

(b) The Brainfuse Program shall serve all eligible students. The asynchronous portion of the Brainfuse Program is available 24 hours a day, 7 days a week. The access to the live, online tutors shall be for all eligible students Monday through Sunday during mutually-agreed upon times.

(c) Brainfuse shall make its online tutors available through any compatible computer to participating students, both within and without the College facility.

(d) Brainfuse shall provide all necessary training to appropriate College staff for the Brainfuse Program.

Section 2.2 Responsibilities of College

Technical support staff from the College shall cooperate in good faith with Brainfuse to ensure that the Brainfuse Program and the Software are accessible from College computers.

ARTICLE III - LIABILITY

Brainfuse shall not be responsible or liable for any disruption, pause or cessation of the Brainfuse Program or Software caused by actions or events beyond Brainfuse's immediate control, including, but not limited to, Internet disruptions, the College's computers, hardware malfunctions, firewall restrictions, browser incompatibilities, other systems problems, or the failure of students to attend sessions.

ARTICLE IV - COMPENSATION AND EXPENSES

Section 4.1 Compensation

The College shall pay to Brainfuse a fee of $3,000 for up to 125 hours at $24 per hour. The fee shall be due by August 15, 2014. There will be no minimum amount of hours, after the 125 hours, that need to be purchased during the two-year agreement period. Unused hours may be rolled over to the subsequent year. Brainfuse reserves the right to withhold service pending processing and payment of invoices by the College.

Section 4.2 Expenses

Except as provided otherwise herein, the parties to this Agreement shall be responsible for their own expenses, including taxes and general administrative expenses. Brainfuse shall not be responsible for providing the necessary hardware or software (including, but not limited to, computers, speakers, microphones, Internet access, as well as browsers and firewall modifications) for the proper operation of the Brainfuse Program or Software.

ARTICLE V - TERM OF THE AGREEMENT

This Agreement shall remain valid through July 31, 2016, and may be renewed on an annual basis thereafter by the parties upon the written consent of both Brainfuse and the College. Such mutual consent to renew shall take place at least 15 days before the preceding date.

ARTICLE VI - NOTICES AND LEGAL ADDRESSES OF THE PARTIES

Section 6.1 **Legal Addresses** All notices or other communications required or which may be given hereunder shall be addressed and forwarded as set forth herein. Any such notice if sent to College shall be addressed as follows:

Palo Verde College
1 College Dr
Blythe, CA 92225

Any such notice if sent to Brainfuse shall be addressed as follows:

Brainfuse, Inc.
271 Madison Avenue
Third Floor
New York, New York 10016
Telephone: (212) 683-5212

Section 6.2 **Electronic Transmissions** Any notice, invoice or other communication hereunder shall be deemed to have been properly transmitted when sent by telegraph, telecopy, cable transmission, or any other form of electronic communication, and shall be deemed to have been given on the date of receipt thereof.

ARTICLE VII - GENERAL PROVISIONS

Section 7.1 **Survival** The representations, warranties, general covenants, and indemnities contained herein shall survive the termination of this Agreement.

Section 7.2 **Applicable Law** This Agreement shall be construed in accordance with, and governed by the laws of the State of New York.

Section 7.3 **Entire Agreement** This instrument contains the entire agreement between the parties and supersedes all other prior negotiations, undertakings, notes, memoranda, and agreements, whether written or oral, concerning the specific subject matter hereof, and may only be modified, altered, changed, or amended by agreement between the parties in writing.

Section 7.4 **Waiver** No waiver, alteration, amendment, or modification of this Agreement, or any covenant, condition, or limitation contained in this Agreement is valid unless in writing and duly executed by the party to be charged therewith.

Section 7.5 **Illegality/Unenforceability** In the event that any provision of this Agreement is declared illegal or unenforceable in any respect under applicable law, rule, or court decision, (1) the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, and (2) this Agreement

shall be construed so as to effectuate as nearly as possible the intent of said provision and the intent of the parties hereto.

Section 7.6 Successors and Assigns This Agreement, and the rights and benefits under this Agreement, shall not be assignable, without the written consent of each of the parties hereto.

Section 7.7 Facsimile Signatures The parties agree that facsimile signature of this Agreement shall be deemed to be valid, binding, and legally enforceable.

IN WITNESS WHEREOF the parties hereto have set their hands as of the date above written.

Palo Verde College	Brainfuse, Inc.
By: _____	By: _____
Name:	Name: Alex Sztuden
Title:	Title: Managing Director
	6/2/2014