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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. )\*

Braun Consulting, Inc.

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(Name of Issuer)

Common Stock, par value \$0.001 per share

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(Title of Class of Securities)

105651103

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(Cusip Number)

Andrea M. Fike  
Fair Isaac Corporation  
901 Marquette Avenue, Suite 3200  
Minneapolis, Minnesota 55402-3232

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(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

September 20,2004

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(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. Name of Reporting Person: Fair Isaac Corporation  
 I.R.S. Identification Nos. of above persons (entities only): 94-1499887

2. Check the Appropriate Box if a Member of a Group (See Instructions):  
 (a)   
 (b)

3. SEC Use Only:

4. Source of Funds (See Instructions):  
 WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:  
 Delaware

7. Sole Voting Power:  
 0

Number of Shares Beneficially Owned by Each Reporting Person With

8. Shared Voting Power:  
 8,265,287 shares of common stock (1)

9. Sole Dispositive Power:  
 0

10. Shared Dispositive Power:  
 0

11. Aggregate Amount Beneficially Owned by Each Reporting Person:  
 8,265,287 shares of common stock (1)

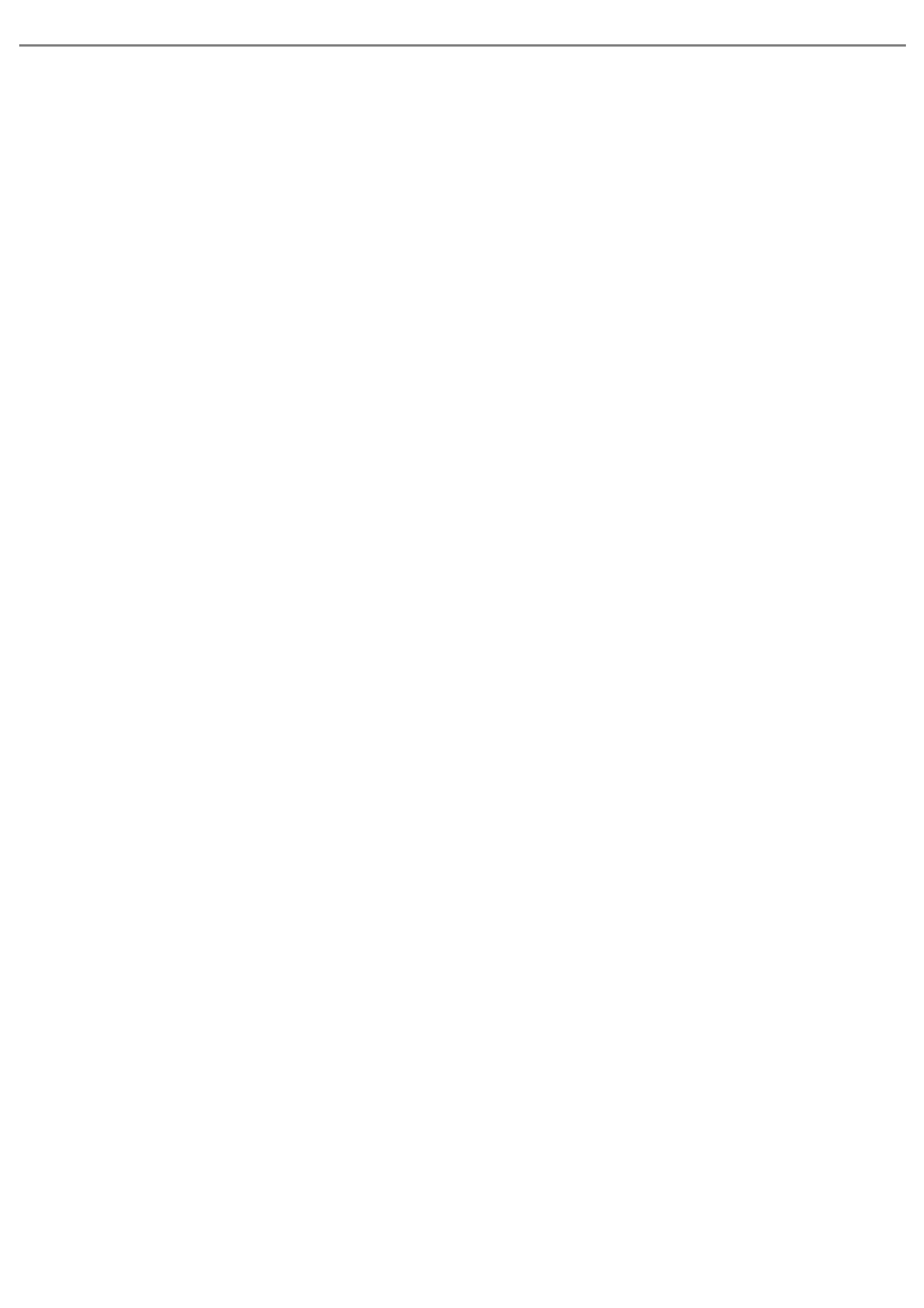
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11):  
 47.98%(2)

14. Type of Reporting Person (See Instructions):  
 CO

(1) Beneficial ownership of the common stock, par value \$0.001 per share (the "**Braun Common Stock**"), of Braun Consulting Inc., a Delaware corporation ("**Braun**"), referred to herein is being reported hereunder solely because Fair Isaac Corporation, a Delaware corporation ("**Fair Isaac**"), may be deemed to have beneficial ownership of such shares as a result of the voting agreement described in Item 4. Neither the filing of this statement nor any of its contents will be deemed to constitute an admission by Fair Isaac that it is the beneficial owner of any of the Braun capital stock referred to herein for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, or for any other purpose, and such beneficial ownership is expressly disclaimed.

(2) The calculation of the foregoing percentage is based on 17,226,886 shares of Braun Common Stock outstanding as of September 20, 2004 as represented by Braun.



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**Item 1. Security And Issuer.**

This statement, relating to the Braun Common Stock is being filed by and on behalf of Fair Isaac. Unless otherwise indicated, each capitalized term used but not defined herein shall have the meaning assigned to such term in this statement. The principal executive offices of Braun are located at 20 West Kinzie Street, Suite 1500 Chicago, Illinois, 60610.

**Item 2. Identity and Background.**

(a), (b) This statement is being filed by Fair Isaac Corporation, a Delaware corporation. The address of the principal office and principal business of Fair Isaac is 901 Marquette Avenue, Suite 3200, Minneapolis, Minnesota 55402-3232. Other than the directors and officers of Fair Isaac, there are no other persons that control Fair Isaac. The name and business address of each of Fair Isaac's officers and directors are listed on Exhibit 1 hereto.

(c) Fair Isaac provides analytic, software and data management products and services that enable businesses to automate and improve decisions. The present principal occupation of each of Fair Isaac's officers and directors is listed on Exhibit 1 hereto.

(d) During the past five years, neither Fair Isaac nor, to the best of its knowledge, any of its officers or directors, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the past five years, neither Fair Isaac nor, to the best of its knowledge, any of its officers or directors, was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of or prohibiting or mandating activity subject to federal or state securities laws or finding any violation with respect to such laws.

(f) To the best knowledge of Fair Isaac, all of its officers and directors are citizens of the United States.

**Item 3. Source and Amount of Funds or Other Consideration.**

As described in Item 4 below, Fair Isaac and its wholly owned subsidiary, HSR Acquisition, Inc. ("**FIC Sub**"), have entered into an Agreement and Plan of Merger with Braun dated September 20, 2004 (the "**Merger Agreement**"). Under the Merger Agreement, Braun will merge (the "**Merger**") with and into FIC Sub. Pursuant to the Merger Agreement, at the effective time of the Merger, each outstanding share of the common stock of Braun, par value \$.001 per share (the "Shares"), will be converted (except for Shares owned by any holder who properly demands appraisal rights) into and represent the right to receive \$2.34 in cash. The Merger Agreement has been approved by the respective Boards of Directors of Braun and the Company and the transactions contemplated thereby are subject to the approval of Braun's stockholders.

The funds that will be used to pay the consideration will be provided by Fair Isaac from existing cash. The information in Item 4 of this statement is incorporated by reference in this Item 3.

**Item 4. Purpose of Transaction.**

The following percentages are based upon there being 17,226,886 shares of Braun Common Stock outstanding as of September 20, 2004, as represented by Braun in the Merger Agreement.

(a), (b) Fair Isaac, FIC Sub and Braun entered into the Merger Agreement, a copy of which is attached hereto as Exhibit 2, under which Braun has agreed to be acquired in the Merger. The Merger Agreement provides for the merger of Braun into FIC Sub, with FIC Sub as the surviving organization. Subject to the terms and conditions contained in the Merger Agreement, at the effective time of the Merger, each outstanding share of Braun Common Stock (except for shares held by Braun stockholders who have perfected their appraisal rights under Delaware law) will be canceled and converted automatically into the right to receive \$2.34 in cash. Under the Merger Agreement, each outstanding option to purchase Braun Common Stock will be assumed by Fair Isaac and converted into an option to purchase Fair Isaac Common Stock.

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Consummation of the Merger is subject to a number of standard conditions set forth in the Merger Agreement, including the adoption of the Merger Agreement by Braun's stockholders.

In connection with the Merger Agreement, Fair Isaac entered into a voting agreement, dated as of September 20, 2004, with Steven J. Braun (the "**Voting Agreement**"). A copy of the Voting Agreement is attached hereto as Exhibit 3. The Voting Agreement provides, among other things, that Mr. Braun agree to vote all of his shares of Braun Common Stock in favor of the adoption of the Merger Agreement at any meeting of Braun's stockholders to consider that proposal (and Mr. Braun has delivered an irrevocable proxy to this effect to Fair Isaac in the form of Annex A to the Voting Agreement). The Voting Agreement will terminate if the Merger Agreement is terminated or upon consummation of the Merger. As a result of this Voting Agreement, Fair Isaac may be deemed to have a beneficial ownership interest in 8,265,287 shares of Braun Common Stock through this shared voting control, representing approximately 47.98% of the total number of outstanding shares of Braun Common Stock. The purpose of entering into the Voting Agreement is to assist Fair Isaac in consummating the Merger.

The summary set forth herein of certain provisions of the Voting Agreement does not purport to be a complete description thereof and is qualified by its entirety by reference to the full provisions of the Voting Agreement, a copy of which have been filed as an exhibit hereto.

(c) Not applicable.

(d) It is anticipated that upon consummation of the Merger, the directors and officers of FIC Sub will become the officers of the corporation surviving the Merger.

(e) Upon consummation of the Merger, all outstanding shares of Braun Common Stock will be canceled in exchange for the right to receive \$2.34 in cash. It is intended that all outstanding options to purchase Braun Common Stock will be assumed by Fair Isaac and converted into the right to acquire shares of Fair Isaac Common Stock.

(f) Not applicable.

(g) Upon consummation of the Merger, the certificate of incorporation and bylaws of FIC Sub, as in effect immediately before the Merger, will be the governing documents of the surviving organization.

(h) Braun's shares are currently traded on The Nasdaq Stock Market, Inc.'s National Market System. Following the consummation of the Merger, the shares will no longer be listed.

(i) Upon consummation of the Merger, Fair Isaac promptly will file for termination of the registration of Braun's Common Stock pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934.

(j) Not applicable.

### **Item 5. Interest in Securities of the Issuer.**

(a) Although Fair Isaac does not directly own any shares of Braun Common Stock as of the date hereof, pursuant to the Voting Agreement, Fair Isaac may be deemed to beneficially own 8,265,287 shares of Braun Common Stock, representing approximately 47.98% of all outstanding shares of Braun Common Stock.

(b) Pursuant to the Voting Agreement, Fair Isaac may be deemed to have shared voting power with respect to 8,265,287 shares of Braun Common Stock.

(c) Other than entering into the Merger Agreement and the voting agreements, neither Fair Isaac nor, to the best of its knowledge, any of its officers or directors, effected any transactions in Braun Common Stock reported during the past 60 days.

(d) Not applicable.

(e) Not applicable.

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**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

Other than the matters disclosed in response to Items 4 and 5 above, neither Fair Isaac nor, to the best of its knowledge, any of its officers or directors is a party to any contracts, arrangements, understandings or relationships (legal or otherwise) with respect to any securities of Braun, including but not limited to the transfer or voting of any of the securities, finder's fees, joint ventures, loan or option agreements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

**Item 7. Material to be Filed as Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
1	Officers and Directors of Fair Isaac Corporation
2	Agreement and Plan of Merger, dated as of September 20, 2004, among Fair Isaac Corporation, HSR Acquisition, Inc., and Braun Consulting, Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K of Fair Isaac Corporation filed September 24, 2004).
3	Voting Agreement, dated as of September 20, 2004, by and between Steven J. Braun and Fair Isaac Corporation



**Signature**

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: September 29, 2004

**FAIR ISAAC CORPORATION**

/s/ Andrea M. Fike

Andrea M. Fike

*Vice President, General Counsel and Secretary*

Name	Business Address	Principal Occupation
A. George Battle	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Executive Chairman Ask Jeeves, Inc.
Andrew Cecere	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice Chairman, Private Client, Trust and Asset Management U.S. Bancorp
Tony J. Christianson	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Managing Partner Cherry Tree Investments, Inc.
Thomas G. Grudnowski	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	President and Chief Executive Officer Fair Isaac Corporation
Alex W. Hart	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Independent Consultant
Philip G. Heasley	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Financial Consultant and Investor
Guy R. Henshaw	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Partner Henshaw/Vierra Management Counsel, L.L.C.
David S. P. Hopkins	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Director of Quality Management and Improvement Pacific Business Group on Health
Margaret L. Taylor	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	President PeopleSoft Investments, Inc.
Chad L. Becker	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, Group Product Line Fair Isaac Corporation
Gresh Brebach	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, Corporate Development Fair Isaac Corporation
Michael S. Chiappetta	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, Product Development Fair Isaac Corporation
Richard S. Deal	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, Human Resources Fair Isaac Corporation

<b>Name</b>	<b>Business Address</b>	<b>Principal Occupation</b>
Eric J. Educate	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, Sales and Marketing Fair Isaac Corporation
Andrea M. Fike	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, General Counsel and Secretary Fair Isaac Corporation
Raffi M. Kassajian	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, Group Product Line Fair Isaac Corporation
Jon Lee	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, International Markets Fair Isaac Corporation
John Nash	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, Product Strategy Fair Isaac Corporation
Charles M. Osborne	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President and Chief Financial Officer Fair Isaac Corporation
Mark P. Pautsch	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President and Chief Information Officer – Technology Solutions Fair Isaac Corporation
Paul G. Perleberg	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, Operations/Product Delivery and Group Product Line Fair Isaac Corporation
Michael J. Pung	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, Finance Fair Isaac Corporation
Larry E. Rosenberger	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, Research and Development – Analytics Fair Isaac Corporation
Lori Sherer	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, Group Product Line Fair Isaac Corporation
Steven A. Sjoblad	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, Precision Marketing Solutions Fair Isaac Corporation
Gordon Stuart	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, International Markets Fair Isaac Corporation
Paul Thibeau	901 Marquette Avenue Suite 3200 Minneapolis, MN 55402-3232	Vice President, Corporate Marketing Fair Isaac Corporation

## VOTING AGREEMENT

This Voting Agreement is dated as of September 20, 2004, by and between Fair Isaac Corporation, a Delaware corporation (the "Buyer"), and Steven J. Braun, an Indiana resident (the "Stockholder") and stockholder of Braun Consulting, Inc., a Delaware corporation (the "Company").

## RECITALS

The Company, Buyer, and HSR Acquisition, Inc., a Delaware corporation and wholly-owned subsidiary of Buyer ("Acquisition"), are entering into an Agreement and Plan of Merger dated as of the date hereof (the "Merger Agreement"), pursuant to which Acquisition shall merge (the "Merger") with and into the Company and the existing stockholders of the Company shall receive cash in exchange for their shares of common stock of the Company.

The obligations of the Company, Buyer and Acquisition to effect the Merger pursuant to the Merger Agreement are subject to fulfillment of a condition precedent requiring approval of the stockholders of the Company by the vote required by the Delaware Law and the Company's Certificate of Incorporation and By-laws.

The execution and delivery of this Agreement is also a condition precedent to the Buyer entering into the Merger Agreement.

## AGREEMENT

Now, therefore, the parties hereby agree as follows:

## 1. Voting; Proxy.

(a) During the term of this Agreement, at each meeting of the Company's stockholders convened to consider and vote upon the Merger, the Stockholder agrees to vote (to the extent not voted by the person or persons appointed under the proxy granted under Section 1(b)) all shares of Company Common Stock owned of record by him at the record date for the vote (including, except for any shares for which the Stockholder's sole voting power results from his having been named as proxy pursuant to the proxy solicitation conducted by the Company in connection with the meeting, any shares of Company Common Stock over which the Stockholder has voting power, by contract or otherwise) in favor of the Merger.

(b) The Stockholder acknowledges that he has executed and delivered to the Buyer an irrevocable proxy in the form of Annex A hereto.

2. No Transfer. During the term of this Agreement, the Stockholder agrees that he shall not sell, pledge, assign, or otherwise transfer, or authorize, propose, or agree to the sale, pledge, assignment, or other transfer of, any of his shares of Company Common Stock; provided, however, that Stockholder may transfer his shares of Company Common Stock to any affiliate of Stockholder so long as such person shall have (i) executed a counterpart to this Agreement, and (ii) agreed in writing to hold such Company Common Stock subject to the terms and provisions of this Agreement to the same extent as the Stockholder.

## 3. Representations and Warranties. The Stockholder represents and warrants to the Buyer with respect to himself as follows:

(a) Authority. He has the requisite power and authority to enter into this Agreement, to perform his obligations hereunder, and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by him and constitutes his valid and binding obligation, enforceable against him in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and except for judicial limitations on the enforcement of the remedy of specific performance and other equitable remedies.

(b) Title; Authority to Vote Shares. He owns of record and has voting power over 8,265,287 shares of Company Common Stock; and such shares are held by him free and clear of all liens, charges, pledges, restrictions, and encumbrances that would prevent him from performing his obligations hereunder.

(c) Noncontravention. Neither his execution and delivery of this Agreement, nor his consummation of any of the transactions contemplated hereby, nor his compliance with any of the provisions hereof will violate, conflict with, or result in a breach of, or constitute a default (or an event that, with notice or lapse of time or both, would constitute a default) under, or result in the termination or suspension of, or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any lien upon, any of his properties or assets under any agreement or instrument to which he is a party or any statute, rule, regulation, judgment, order, decree, or other legal requirement applicable to him.

(d) Litigation. (i) There is no claim, action, proceeding, or investigation pending or, to his knowledge, threatened against or relating to him before any court or governmental or regulatory authority or body, and (ii) he is not subject to any outstanding order, writ, injunction, or decree, that, in the case of clause (i) or (ii), if determined adversely, would prohibit him from performing his obligations hereunder.

4. Termination. This Agreement shall terminate automatically and without further action on behalf of any party at the earlier of (a) the Effective Time or (b) the date and time the Merger Agreement is terminated pursuant to its terms, including without limitation, pursuant to Section 5.01(e) thereof. In the event of a termination of this Agreement pursuant to this Section 4, this Agreement shall forthwith become void and of no further force or effect, and there shall be no liability or obligation in respect to this Agreement on the part of any party or any of its directors, officers, partners, stockholders, employees, agents, advisors, representatives or affiliates; provided, however, that nothing herein shall release any party from any liability for any breach of this Agreement prior to termination. If this Agreement is terminated, the proxy of the Stockholder delivered under Section 1(b) hereof shall also immediately terminate and be of no further force or effect, and the Buyer shall promptly return the proxy to the Stockholder.

5. Director Matters Excluded. The Buyer acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that he may undertake or authorize in his capacity as a member of Company's Board of Directors, including, without limitation, any vote that the Stockholder may make as a director of the Company with respect to any matter presented to the Company's Board of Directors.

#### 6. Miscellaneous.

(a) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, effective when delivered, or if delivered by express delivery service, effective when delivered, or if mailed by registered or certified mail (return receipt requested), effective three business days after mailing, or if delivered by telecopy, effective when telecopied with confirmation of receipt, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Stockholder to:

Steven J. Braun  
c/o Braun Consulting, Inc.  
20 West Kinzie Street  
Suite 1500  
Chicago, Illinois 60610  
Fax No.: (312) 984-7375

with a copy to:

Locke Liddell & Sapp LLP  
3400 JPMorgan Chase Tower  
600 Travis Street  
Houston, Texas 77002  
Attention: David F. Taylor  
Fax No.: (713) 223-3717

If to the Buyer to:

Fair Isaac Corporation  
901 Marquette Ave.  
Suite 3200  
Minneapolis, Minnesota 55402  
Attention: General Counsel  
Fax No.: (612) 758-5201

with a copy to:

Faegre & Benson LLP  
2200 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, Minnesota 55402  
Attention: Steven C. Kennedy  
Fax No.: (612) 766-1600

(b) Interpretation. The headings contained in this Agreement are for reference purposes only and do not affect the interpretation of this Agreement.

(c) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered the same agreement.

(d) Entire Agreement. This Agreement (including the documents and instruments referred to herein, and the Merger Agreement), constitutes the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law.

(f) Governing Law. This Agreement shall be governed by Delaware law, without regard to the principles of conflicts of law.

(g) Assignment. Neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by any party, whether by operation of law or otherwise, without the express written consent of the other party. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors, heirs, legal representatives, and permitted assigns. The representations, agreements, and obligations of the Stockholder contained herein shall survive the death or incapacity of the Stockholder and shall be binding upon his heirs, personal representatives, successors, and assigns.

(h) Remedies. In addition to all other remedies available, the parties agree that, in the event of a breach by a party of any of its obligations hereunder, the non-breaching party shall be entitled to specific performance or injunctive relief.

(i) Defined Terms. All capitalized terms used but not defined herein have the meanings given them in the Merger Agreement.

*[signature page follows]*

IN WITNESS WHEREOF, each of the parties have signed this Agreement as of the date first written above.

FAIR ISAAC CORPORATION

By           /s/ Thomas G. Grudnowski          

Its           CEO          

(Buyer)

          /s/ Steven J. Braun          

Steven J. Braun  
(Stockholder)



IRREVOCABLE PROXY

The undersigned, revoking any proxy heretofore given, hereby constitutes and appoints each of Charles M. Osborne and Andrea M. Fike the true and lawful attorney, with full power of substitution, for and in the name of the undersigned to vote, at any time before the Termination (defined below), all shares of common stock of Braun Consulting, Inc., a Delaware corporation (the "Company"), or other shares of capital stock of the Company entitled to vote on the business to be transacted, (1) registered in the name of the undersigned at the record date for such vote, or (2) except as set forth below, over which the undersigned has voting power by power of attorney or other contractual arrangements with the owner of record (collectively, the "Shares"), at any meeting of the stockholders of the Company, and at all adjournments thereof, and pursuant to any consent of the stockholders in lieu of a meeting or otherwise, in favor of the Merger (defined below) pursuant to the Agreement (defined below).

This Proxy is given only with respect to the approval of the merger (the "Merger") of the Company and HSR Acquisition, Inc., a Delaware corporation ("Acquisition") and wholly-owned subsidiary of Fair Isaac Corporation, a Delaware corporation ("Buyer") contemplated by the Agreement and Plan of Merger among the Company, Buyer and Acquisition, dated as of September 20, 2004 (the "Agreement"). The undersigned may vote the Shares on all other matters. This Proxy is given to induce Buyer and Acquisition to enter into the Agreement, is coupled with an interest, and is irrevocable; provided, however, that this Proxy shall terminate automatically and without further action on behalf of the undersigned upon the termination of the Voting Agreement, dated as of the date hereof, by and between Buyer and the undersigned (the "Termination").

Notwithstanding clause (2) of the first paragraph above, this Proxy shall not include any shares of capital stock of the Company that are not subject to clause (1) of the first paragraph above for which the undersigned's only voting power results from the undersigned having been named as proxy pursuant to the proxy solicitation conducted by the Company's Board of Directors in connection with a special or annual meeting of the stockholders of the Buyer and over which the undersigned does not otherwise have voting power with respect thereto.

The undersigned hereby ratifies and confirms all that the proxies named herein may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of this 20th day of September, 2004.

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Steven J. Braun