



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Scott Wilson/854-1182

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 2, An Assignment of Contract No. 4400000545 (H.T.E. Contract No. MA120135SW) from 8x8, Inc. to The IRC Company, Inc. (dba Black Lotus Communications, Inc.).

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This modification will change the contractor name from 8x8, Inc. to The IRC Company, Inc. (dba Black Lotus Communications, Inc.) In effect, The IRC Company, Inc. (dba Black Lotus Communications, Inc.) will assume all rights and responsibilities of 8x8, Inc. in regards to Contract No. 4400000545, for the purchase of Managed Hosting Services

- **Contract Expenditures:** Within the last twelve (12) months \$15,633 has been spent against this contract.

MODIFICATION OF CONTRACT NUMBER: 4400000545 (MA120135SW) for Managed Hosting Services
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ISSUED BY: PURCHASING OFFICE 700 Lavaca Street, STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Scott Wilson TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: October 15, 2013
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ISSUED TO: 8x8, Inc. Attn: Marc Cook 2125 O'Nel Drive San Jose, CA 95131	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: February 7, 2012
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ORIGINAL CONTRACT TERM DATES: <u>February 7, 2012 through February 6, 2013</u>	CURRENT CONTRACT TERM DATES: <u>February 7, 2013 through February 6, 2014</u>
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FOR TRAVIS COUNTY INTERNAL USE ONLY:
 Original Contract Amount: \$_____ Current Modified Amount: \$_____

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above referenced contract is hereby modified to reflect the following changes:

- 1) Effective September 30, 2013, the Contractor's name on Contract No. is changed as follows:

From: 8x8, Inc.
2125 O'Nel Drive
San Jose, CA 95131

To: The IRC Company, Inc.
dba Black Lotus Communications, Inc.
P.O. Box 265
San Francisco, CA 94104

Signature

Signature

Printed Name

Printed Name

Note to Vendor:
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are 8x8, Inc., Tax ID 770142404, an incorporated company duly authorized and operating under the laws of the State of Texas ("Assignor"), and The IRC Company, Inc. (dba Black Lotus Communications, Inc.), Tax ID 202583328, an incorporated company duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and 8x8, Inc. entered into a written Contract for the Managed Hosting Services (Contract No. 4400000545 (MA120135SW)) dated February 7, 2012, which is incorporated herein by reference for all purposes (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee, subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract effective as of September 30, 2013 (the "Effective Date of Assignment").
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
- 6. All references in this Assignment to the Contract encompass the original Contract, No 4400000545 (CM110091SW) and all modifications to the Contract, including this modification 2. All Contract Modifications are incorporated herein by reference for all purposes.

8x8, Inc. The IRC Company, Inc. (dba Black Lotus Communications, Inc.)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title & Date: _____

Title & Date: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

By its signature below, Travis County signifies its consent to and approval of this Assignment from 8x8, Inc. to The IRC Company, Inc. (dba Black Lotus Communications, Inc.).

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

Subject: Important Change to your 8x8 Managed Hosting Account

Important Information About Your 8x8 Account



Date: October 1, 2013

Subject: Transfer of Managed Hosting Service Agreement from 8x8, Inc. to The IRC Company, Inc. (dba Black Lotus Communications)

Dear Customer:

On September 30, 2013, Black Lotus Communications, www.blacklotus.net, acquired the Managed Hosting Services business of 8x8, Inc. In connection with the Transaction, reference is made to the agreement under which 8x8 provided your company with managed hosting data services (the applicable portion of that agreement is hereinafter referred to as the "Managed Hosting Agreement").

This letter serves as formal written notice that Black Lotus is now providing you the managed hosting data services under the Managed Hosting Agreement. Black Lotus, a California-based security innovator that pioneered the first commercially viable DDoS mitigation solutions, assumed all rights, titles, interests and obligations in and to the Managed Hosting Agreement effective on October 1, 2013 (the "Effective Date"). Black Lotus will invoice you for data services provided on and after the Effective Date.

Your continued satisfaction with our services is paramount. We encourage you to reach out to us with any questions or concerns.

For relationship management, please contact Xen Giannis at (415) 310-0860 or via e-mail xen@blacklotus.net or Paul Larson at (415) 990-8524 or via email paul.larson@blacklotus.net.

For technical questions, feel free to contact Black Lotus's Operations Center which is available 24 hours a day at (800) 789-1977 or their Operations Manager, Endra Harimurti at (916) 223-8626 or e-mail endra.harimurti@blacklotus.net.

Please note that if you purchase services from 8x8, Inc that are not provided under the Managed Hosting Agreement, such as Zerigo cloud hosting or Virtual Office voice, video, fax, unified communications or contact center services, those services are unaffected by the Transaction and will continue to be provided under the existing relevant contract with 8x8, Inc.

Log In Now

- Pay Your Bill
- View Past Bills
- Check Your Account

Account Login

Please let us know if you have any questions.

Sincerely,

Dan Weirich
Chief Financial Officer
8x8, Inc. (Nasdaq: EGHT)
Phone: [408-654-0900](tel:408-654-0900)
Email: dweirich@8x8.com



NASDAQ: EGHT
www.8x8.com