

SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement") dated June 27, 2011, is entered into between the State of Delaware Department of Technology and Information (the "Customer") and Blackboard Connect Inc., a North Carolina corporation and wholly-owned subsidiary of Blackboard Inc. ("Blackboard Connect") (collectively, the "Parties" and individually, the "Party"), whereby the Customer wishes to utilize the *Blackboard Connect Service* (the, "Service") subject to and in accordance with the following terms and conditions, and other good and valuable consideration, the receipt of which are hereby acknowledged. Accordingly, the Parties hereby agree as follows:

1. **GSA Agreement.** Customer wishes to purchase the Service pursuant to the terms and conditions set forth in the agreement between Blackboard Inc. and the United States General Services Administration Contract No. GS-35F-0554M (the "Blackboard GSA Agreement"). Accordingly, Section 20 of the Blackboard GSA Agreement Terms and Conditions Applicable to Term Software Licenses (Special Item Number 132-32) Commercial Information Technology Software, entitled "Connect-CTY Services" (the "Connect GSA Terms and Conditions"), are incorporated herein by reference as if fully set forth herein. The Service as described herein is Blackboard's commercially available service described in the Blackboard GSA Agreement as Connect-CTY. In the event of a conflict between the Connect GSA Terms and Conditions and this Agreement, this Agreement shall govern.
2. **Unlimited Messaging.** Blackboard Connect shall provide the Customer only, with the Service to send unlimited any-time messages to 21,000 households, businesses, and other related individuals within the Customer's jurisdiction (each, a "Recipient," and collectively, the "Recipients") as further detailed in the Connect GSA Terms and Conditions. The Customer may purchase additional modules from Blackboard Connect at the then-current pricing and terms by issuing a purchase order (or other accepted ordering method) to Blackboard Connect for such module. Any such additional modules shall be governed by the terms and conditions of this Agreement. The Service will be provided with 99.9% uptime in accordance with the terms attached hereto as Exhibit B and incorporated by this reference, and will include training and 24/7/365 Client Care support.
3. **Custom Portal.** Blackboard Connect shall develop a customized Web Portal design ("Custom Web Portal"). The applicable deliverables and delivery timeline for such development are set forth in the Statement of Work ("SOW") attached hereto as Exhibit A and incorporated by this reference. In the event of a conflict between the SOW and this Agreement, this Agreement shall govern.
4. **Term; Termination.** This Agreement will commence on June 27, 2011, provided that the Service shall first be made available on August 1, 2011 (the "Service Start Date") and will continue through July 31, 2012 (the "Initial Term"). Thereafter, the Agreement will renew automatically upon the expiration of the Initial Term for successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either Party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. Notwithstanding the foregoing, if Customer inputs any information or other data into Blackboard Connect's systems prior to the Service Start Date in order to prepare for the start of the Service and/or sends any messages prior to the Service Start Date, the Customer expressly accepts that the terms and conditions of this Agreement will also apply during that earlier period. Either Party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by Customer for an uncured material breach, the Customer will receive a prorated refund of the annual Service Fee calculated from the date of termination to the end of the applicable annual period. This Agreement can be terminated immediately by Blackboard Connect for non-payment.
5. **Fees.**
 - a. In consideration for the use of the Service during the Initial Term, the Customer will pay Blackboard Connect an annual Service Fee of \$41,067.00, as further detailed under the Connect CTY pricing in the Blackboard GSA Agreement as follows: $[(\$1.91 \text{ per Recipient} \times 21,000) + \text{annual support fee of } \$957]$. With respect to each Renewal Term, Customer shall provide its Recipient count for each Renewal Term not less than 60 days prior to the commencement of such Renewal Term, and the applicable Service Fee shall be equal to: $[(\$1.91 \text{ per Recipient} \times \text{Recipient count}) + \text{annual support fee of } \$957]$.
 - b. In consideration of the Custom Web Portal, Customer will pay Blackboard Connect a fee of \$78,500.00 ("Custom Web Portal Fee"), payable in two payments as follows: (i) \$39,250.00 upon Prototype Delivery; and (ii) \$39,250.00 upon Production Deployment, each as described in the SOW.
 - c. The first year's Service Fee will be invoiced upon execution of the Agreement and is due within 30 days of invoicing. The Custom Web Portal Fee payments will be invoiced upon Prototype Delivery and Production Deployment respectively, and are due within 30 days of invoicing.

- i. Service Fees are paid at the beginning of each annual period and are due in no event later than thirty (30) days after the date of an invoice from Blackboard Connect. Late payments may be assessed at the lesser of 1.5% per month or the maximum allowable rate under applicable law. The Custom Web Portal Fee does not include any travel related expenses. All travel related expenses will be invoiced additionally to Customer at cost. However, it is expected that no travel expenses will need to be incurred as the Custom Web Portal is scheduled to be delivered remotely in its entirety.
- ii. The fees hereunder do not include any sales, use, or other taxes, government fees or levies on the provision of the Service. Customer will be responsible for payment of all applicable taxes, fees or levies, unless the Customer is exempt therefrom and provides Blackboard Connect with a copy of Customer's tax exemption certificate or number. All payments to Blackboard Connect shall be made without any deduction or withholding, unless required by applicable law in which case the Customer shall ensure that the net amount actually received by Blackboard Connect from the Customer equals the full amount Blackboard Connect would have received had no such deduction or withholding been required.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date of execution of this Agreement.

STATE OF DELAWARE DEPARTMENT OF TECHNOLOGY AND INFORMATION

Authorized Signatory: _____
 Name & Title: Elayne Starkey / CSO

Execution Date: 6/30/11

Address:
801 Silver Lake Blvd
Dover, DE 19904

Contact Person: Parthiban Jayaraman

Telephone Number: 302-739-9818

Fax Number: 302-739-9686

Email Address:
Parthiban.jayaraman@state.de.us

BLACKBOARD CONNECT INC.

Authorized Signatory: _____
M. Dean Newton
 Name & Title: Asst. General Counsel

Execution Date: 6/30/11

Address: Blackboard Inc.
 650 Massachusetts Ave NW, 6th floor
 Washington DC 20001-3796

Contact: Caryn Pinto, Contract Specialist
 Telephone Number: 202-463-4860 ext. 2953
 Fax: 818-450-0425
 Email: Caryn.Pinto@blackboard.com

EXHIBIT A
TO SERVICES AGREEMENT DATED JUNE 22, 2011
BETWEEN THE STATE OF DELAWARE DEPARTMENT OF TECHNOLOGY
AND INFORMATION AND BLACKBOARD CONNECT INC.

STATEMENT OF WORK
NO. 1

This Statement of Work ("SOW") is a preliminary expectation of both Blackboard and Customer of the services that may need to be performed. As such it may be modified by a written change order approved by the designated project managers of each Blackboard and Customer. The work described below is intended to be performed on a fixed-fee basis, subject to the terms and conditions of this Statement of Work and the Services Agreement.

Customer has requested assistance from Blackboard Connect Consulting ("Bb Consulting" or "Blackboard") in developing a web portal design and functionality to interface with Blackboard Connect's mass notification system. The goal(s) of this SOW engagement ("Engagement") are to outline an overview of the specifications and deliverables for the desired web portal, as well as the minimum requirements that must be met to in order to complete the Engagement. It should be noted that Customer may desire other services and/or Blackboard Connect solution customizations in the future that are not detailed herein and are subsequently outside the scope of this Engagement. Should the desire for such services and/or Blackboard Connect solution customizations arise the parties shall enter into a separate SOW.

Bb Consulting will deliver the following services during the course of this Engagement:

High Level Milestone	Projected Completion Date
Complete Specification	6/30/2011
Prototype Delivery	7/22/2011
Development Complete	8/12/2011
QA Complete	8/19/2011
Client Acceptance Testing	9/01/2011
Production Deployment	9/15/2011

At the completion of each Milestone as set forth in this SOW, Customer hereby agrees to sign a Completion Form. The absence of an official written notice to the contrary from Customer within 5 days after Blackboard indicates that work is complete, will indicate agreement by Customer that acceptance has occurred.

The project schedule, level of effort and associated costs specified in this document are based on the information provided by Customer. Unforeseen or requested changes in requirements, technology, scheduling and resources may cause these to change, as well as review and acceptance of Customer's detailed technical specification (the "Detailed Spec") which Customer will provide following mutual execution of the Services Agreement. Upon review, agreement and execution by Blackboard, the Detailed Spec shall be deemed incorporated herein. While the pricing is valid for thirty (30) days, the schedule is wholly dependent upon the date on which the Services Agreement is signed. Any delays in executing the Services Agreement and/or delivery or finalization of the Detailed Spec will impact the timeframe in which the project is implemented.

Specifications and Deliverables:

- Blackboard shall use commercially reasonable efforts to be in compliance with the definitions, terms and conditions for DTI cloud providers for the State of Delaware set forth in Exhibit C and attached hereto.
- The Portal will deliver four levels of Admin user roles within the Portal. Super Admin, Admin, SuperUser and User (Portal Admins). A supporting document outlines the rights of each of the user roles. These users will be secured by username and password.
- The Portal will provide an interface for ease of use to create and maintain user accounts.
- Portal Admin privileges will be clearly defined so different levels of Portal Admins can view information and perform tasks specified by their assigned roles.
- The Portal will allow the Super Admin user to create or delete subscriptions easily via the Portal Admin interface.
- Portal Admins will be able to search for a subscriber easily via their unique information. Each Portal Admin will only have access to subscribers they are responsible for.
- Super Admins will be able to edit/delete a subscriber profile. All Portal Admins will be able to alter subscriber subscriptions and will be gated by subscribers they are responsible for.
- Any action that alters a profile or subscription will be logged and be available for audit by any Portal Admin.
- Portal Admin will be able to annually purge invalid subscriber accounts based on criteria and report data that confirms invalid addresses.
- The Portal will provide an optional welcome greeting for those who subscribe a specific notification service for the first time.
- The Portal will store admin and subscribers' passwords in a secured fashion with strong password authentication.
- The Portal UI will be built to spec of the DISS team, and will pass the validation of the following web-site that is outlined in the DISS CLF manual. http://dti.delaware.gov/pdfs/pp/clf/CLF_Overview.pdf. The validation site is <http://validator.w3.org/>
- The Portal will provide an interface for Subscribers that requires a username, password and account validation.
- The Portal will provide an interface that will allow Subscribers the ability to create their own accounts and their accounts must be validated before activated.

- The Portal will provide Subscribers an interface that will allow them to choose one or more public notifications to subscribe to via voice message, email or SMS text.
- The Portal will allow Admins to create two different types of subscriptions.
 - o Opt-In model. This requires the subscriber to choose to receive the subscription.
 - o Opt-Out model. This requires to user to de-select the subscription. The process of this model is as follows.
 - Admin creates Opt_Out subscription
 - System automatically adds all Admin users to subscription that they have responsibility for.
 - Any new subscriber that gets added to the system will be added to the subscription once they verify their account.
- The Portal will provide an interface to allow the subscriber to request their password. The password will be returned via email to the subscriber.
- Super Admin will have the ability to change subscriber passwords and notify them of the changes via email.
- The Portal will include an interface for subscribers send feedback to an admin. This interface will be directly tied to a subscription and will be delivered to the responsible admin via email. The Portal Admin will get an email delivered to them with all the subscriber information and comments. Portal Admins will be able to directly email the subscriber that is making an inquiry or complaint.
- The Portal will allow Portal Admins to require subscriber information prior to receiving subscriptions. The Subscriber information will have up to 15 demographic type fields. The client will identify such fields and indicate which fields are required and which are optional. The required fields are identified at the system level and not at the subscription level.
- The Portal will allow the user to select multiple available options within one page of the application when electing subscriptions.
- Data migration - Connect will import existing subscription accounts as provided by customer to the portal and initiate a welcome e-mail that prompts the recipient to create a new password and authenticate into the new portal environment.

Maintenance & Support

The customization(s) delivered by Blackboard during the course of this Engagement will be compatible with Blackboard Connect's mass notification service. Blackboard will provide maintenance and support services ("M&S") for these customization(s) upon Customer request. The M&S will be provided on a commercially-reasonable-effort basis by Blackboard, the details and pricing for which shall be finalized following mutual agreement on the Detailed Spec.

Warranty/Cure

Blackboard warrants that the services provided in this SOW will be performed in accordance with industry standards by competent and appropriately trained personnel. Blackboard does not warrant uninterrupted or error-free operation in respect of any equipment. If Customer finds fault with services performed as described above at any time within 45 days following Blackboard's completion of such services, Customer will provide written notice of such fault to Blackboard within 5 days of Customer's discovering the issue giving rise to such fault claim. Blackboard will have 15 days from receipt of notification of fault to cure the alleged fault. "Fault" is defined as non-compliance with the requirements as identified in this SOW.

Engagement Assumptions and Risks

The following assumptions were used in determining the level of effort for the Engagement. In addition, this Engagement is subject to certain risks that could negatively affect the project's outcome and determine whether the project is completed within scope, on time and within budget. If any of these assumptions prove to be invalid (or if any of the risks occur), the Engagement schedule and fees may be adversely affected.

Assumptions:

- General
 - o This Engagement will be completed remotely in its entirety.
 - o Customer agrees to provide Bb Consulting personnel assigned to the project with remote system and environment access as necessary to complete the Engagement.
 - o Customer (and other pertinent 3rd party) technical resources will be available to assist with this Engagement as needed.
 - o All customization(s) above will be built and tested for use in connection with the Blackboard Connect mass notification service.
 - o The parties will review and jointly agree on the Detailed Spec promptly following execution of the Services Agreement.

Risks:

- Project team is not available on a day-to-day basis to make critical project decisions that are required to allow the work to progress.
- Project team is not authorized to make critical project decisions.
- Project team is not able or willing to participate in the process as is required to meet budgetary and schedule limitations.
- Customer's policies have precluded sharing the Detailed Spec prior to the creation of the SOW, and therefore the SOW is prepared based on Blackboard's review of Customer's existing portal.
- Absent review and agreement on the Detailed Spec, the parties have been unable to finalize delivery and acceptance criteria.

Engagement Change Control Process

Development pursuant to the Detailed Spec is presumed to be included in the fees set forth in the Services Agreement. Customer acknowledges, however, that Blackboard has not reviewed or approved the Detailed Spec. If following receipt of the Detailed Spec Blackboard determines that it is unable to develop to the spec for the Custom Web Portal Fee and the Parties are unable to mutually agree on a resolution acceptable to Blackboard, Blackboard shall have the right to terminate this SOW upon written notice to Customer, without liability to Customer, except that Blackboard shall refund the Custom Web Portal Fee set forth in the Services Agreement less only services rendered by Blackboard up to the date of such SOW termination billed at a commercially reasonable hourly rate. Any unforeseen work necessary to deliver this Engagement which is not detailed in the Specifications and Deliverables, or any work which

violates the assumptions above, will be considered additional work outside this SOW. Blackboard will provide Customer with advanced written notice of any such additional work via a SOW Addendum—Project Change Request ("PCR"). The PCR will include the scope and any assumptions and risks for the additional work effort as well as the scheduling impact and fees for delivering such services. The execution of any such additional services will not occur until Customer executes the PCR.

Engagement and Project Management

Any questions, concerns, issues, etc. related to the planning, execution, management, scheduling, and billing of this Engagement should be directed only to the Blackboard project manager. The Blackboard project manager will be determined promptly upon execution of the Services Agreement and formally communicated to Customer via email.

The specific delivery schedule for this Engagement is dependent upon execution of this SOW as well as confirmation by Customer of when all network and hardware infrastructure and 3rd party software required for the Engagement can be procured, installed, and configured (if applicable). Blackboard will make a best effort to deliver the Engagement as soon as possible as resource scheduling permits for both Customer and Blackboard. The customization(s) delivered during this Engagement are solely owned by Blackboard. Blackboard hereby grants Customer a license for perpetual, limited, non-transferable, non-sublicensable, non-exclusive use of these customization(s) within its Blackboard Connect solution, subject to all license restrictions set forth in the Services Agreement.

EXHIBIT B

SERVICE CREDIT

99.9% uptime means that for 99.9% of the time during any calendar month, the Service will be available. Unavailability or failure of the 99.9% uptime, is a condition in which there is less than 99.9% availability of the Service due to a hardware or software failure for at least fifteen consecutive minutes ("Unavailability"), subject to the table below, and for which Customer is entitled to a credit to be applied against Customer's next payment due to Blackboard ("Service Credit").

Length of Unavailability or Shortfall from 99.9% Uptime (per calendar month)	Service Credit
0 to 4 hours	1 day of service fees credited (i.e., 1/365 annual fees)
4 to 48 hours	2 days of services fees credited (i.e., 2/365 annual fees)
48 to 96 hours	5 days of service fees credited (i.e., 5/365 annual fees)
Thereafter, each block of 96 hours of aggregate unavailability	5 days of service fees credited
<ol style="list-style-type: none">1. The Service Credits will be the Customer's remedy with respect to Unavailability.2. The Service Credits attributable to any month will not exceed the total Message Fee paid by the Customer for that month.3. Service Credits are not applied against usage fees or any other fees payable by the Customer to Blackboard Connect under this Agreement.4. Unavailability does not include scheduled maintenance or inability to use the Service due to an Internet, telecommunications or other problem outside the control of Blackboard Connect.5. In order to receive a Service Credit for Unavailability, the Customer must provide Blackboard Connect with written notification within seven (7) days from the time the Customer becomes eligible to receive a Service Credit. The Customer will forfeit the right to receive a Service Credit for failure to comply with the foregoing procedure.	

EXHIBIT C
(see attached)

Terms and Conditions for Cloud Providers
As of May 17, 2011

No.	Doc	Item
1	T&C	<p>Ownership of Information</p> <p>The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract.</p>
2	T&C	<p>Privacy of Information</p> <p>Protection of personal privacy must be an Integral part of the business activities of the Service Provider to ensure that there is no inappropriate use of State of Delaware information at any time. To this end, the Service Provider shall comply with the following conditions: Personal information obtained by the Service Provider will become and remain property of the State of Delaware. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State of Delaware. The Service Provider may not use any personal information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.</p>
3	T&C	<p>When requested by the State of Delaware, the provider must destroy all requested data in all of its forms, disk, CD / DVD, tape, paper, for examples. Data shall be destroyed according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction must be provided to the State of Delaware.</p>
4	T&C	<p>The Service Provider shall not store or transfer State of Delaware data outside of the United States.</p>
5	T&C	<p>The Service Provider must inform the State of Delaware of any security breach or detection of any suspicious intrusion that is or has occurred that jeopardizes the State of Delaware data or processes. This notice must be given to the State of Delaware within 24 hours of its discovery. Full disclosure of the assets that might have been jeopardized must be made. In addition, the Service Provider must inform the State of Delaware of the actions it is taking or will take to reduce the risk of further loss to the State. If the breach requires public notification, all communication shall be coordinated with the State of Delaware.</p>
6	T&C	<p>The Service Provider must encrypt all non-public data in transit to the cloud. In addition, the Service Provider will comply with the ISO/IEC 27001 standard for information security management systems, providing evidence of their certification or pursuit of certification.</p>
7	T&C	<p>The Service Provider shall disclose to the State of Delaware a description of their roles and responsibilities related to electronic discovery, litigation holds, discovery searches, and expert testimonies. The provider shall disclose its process for responding to subpoenas, service of process, and other legal requests.</p>
8	T&C	<p>In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware assets and the subsequent secure disposal of State of Delaware assets.</p> <p>Suspension of services:</p>

		<p>During any period of suspension, the Service Provider will not take any action to intentionally erase any State of Delaware Data.</p> <p>Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the Service Provider will not take any action to intentionally erase any State of Delaware Data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any State of Delaware Data and shall thereafter, unless legally prohibited, delete all State of Delaware Data in its systems or otherwise in its possession or under its control.</p> <p>Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.</p>
9	T&C	<p>The Service Provider shall:</p> <ol style="list-style-type: none"> 1. Ensure that State information is protected with reasonable security measures, 2. Promote and maintain among the Service Provider's employees and agents an awareness of the security needs of the State's information, 3. Safeguard the confidentiality, integrity, and availability of State information, 4. Ensure that appropriate security measures are put in place to protect the Service Provider's internal systems from intrusions and other attacks.
10	T&C	The Service Provider shall not utilize any staff (including sub-contractors) to fulfill the obligations of the contract who has been convicted of a felony or class A misdemeanor.
11	T&C	The Service Provider will make the State of Delaware's data and processes available to third parties only with the express written permission of the State.
12	T&C	The Service Provider will not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues or (iii) at State of Delaware's written request.
SOW		
1	SOW	The Service Provider must allow the State of Delaware access to system logs, latency statistics, etc. that affect its data and or processes.
2	SOW	The Service Provider must allow the State of Delaware to audit conformance to the contract terms and test for vulnerabilities. The State of Delaware may perform this audit or contract with a third party at its discretion.
3	SOW	Advance notice (to be determined at contract time) must be given to the State of Delaware of any major upgrades or system changes that the Service Provider will be performing. The State of Delaware reserves the right to defer these changes if desired.
4	SOW	The Service Provider shall disclose its security processes and technical limitations to the State of Delaware such that adequate protection and flexibility can be attained between the State of Delaware's and the Service Provider. An example might be virus checking and port sniffing – the State of Delaware and the Service Provider must understand each other's roles and responsibilities.

5	SOW	The Service Provider will cover the costs of response and recovery from a data breach. The State will expect to recover all breach costs from the provider.
6	SOW	The State of Delaware will provide requirements to Service Provider for encryption of the data at rest
7	SOW	The Service Provider shall have robust compartmentalization of job duties, perform background checks, require/enforce non-disclosure agreements, and limit staff knowledge of customer data to that which is absolutely needed to perform job duties.
8	SOW	The Service Provider will provide documentation of internal and external security controls, and their compliance level to industry standards.
9	SOW	The State of Delaware and the provider shall identify a collaborative governance structure as part of the design and development of service delivery and service agreements.
10	SOW	The State of Delaware must have the ability to import or export data in piecemeal or in its entirety at its discretion without interference from the Service Provider.
11	SOW	The Service Provider will be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Service Provider. The environment and/or applications must be available on a 24 hours per day, 365 days per year basis, providing around-the-clock service to customers as defined in this RFP.
12	SOW	The web portal hosting site environment shall include redundant power, fire suppression, and 24 hours per day, 365 days per year on-site security. The hosting environment shall include redundant Internet connectivity, redundant firewalls, Virtual Private Network (VPN) services, secured remote access methods, fault tolerant internal network with gigabit Ethernet backbone, clustered central file and database servers, load balanced, application, and web servers, hardware, accelerator, three tier development environment, nightly backups, and 24x365 monitoring of all services and servers.
13	SOW	The Service Provider shall identify all of its strategic business partners who will be involved in any application development and/or operations.
14	SOW	The State shall have the right at any time to require that the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State will provide the Service Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.
15	SOW	The Service Provider will ensure the State of Delaware's Recovery Time Objectives (RTOs) is met.
16	SOW	The Service Provider will provide evidence that their Business Continuity Program is certified and mapped to the international BS 25999 standard.

17	SOW	The Service Provider shall ensure that State of Delaware backed-up data is not commingled with other cloud service customer data.
18	SOW	SLA/SOW - Return of Customer Data/Unique Post Termination: The Service Provider shall make available to the State all Customer Data in a state defined format based on vendor and state platforms including: Database, O/S and physical media, along with attachments in their native format.
19	SOW	Service Providers shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Master Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available at: www.DTI.Delaware.gov
20	SOW	The Master Contractor may deliver two copies of each software source code and software source code documentation to a State-approved escrow agent with the State's prior approval. The Master Contractor shall cause the escrow agent to place the software source code in the escrow agent's vaulted location, in Delaware, and that is acceptable to the State. Two copies of the source code shall be stored on compact discs or other media designated by the State in a format acceptable to the State, and shall be easily readable and understandable by functional analysts and technical personnel with the skill set for that type of component, subcomponent, or software code.

DTI Cloud Computing – Exhibit C

After discussion with the DTI Chief Security Officer and Blackboard, SVP and Security personnel, the items noted below have been agreed upon.

- For T&C #5: California, SB1386, is the effective standard...
http://info.sen.ca.gov/pub/01-02/bill/sen/sb_1351-1400/sb_1386_bill_20020926_chaptered.html
- For T&C #6: ISO 27002 and COBIT framework are the standard
- For SOW #2: External audits are not acceptable. There are 3rd Party Audits that are conducted annually by Blackboard, copies of which will be availed to DTI... **Blackboard Attestment and Scorecards for 2009 and 2010, reviewed and accepted**
- For SOW #6: Please clarify this requirement...**after further review, encryption at rest is not a requirement**
- For SOW #16: Blackboard has a Business Continuity Plan that can be shared, it is not BS 259999 certified. **Blackboard provided the Business Continuity Plan and informed pursuant of certification.**