



STATE TERM CONTRACT

THIS CONTRACT (the "Contract") is between the State of Ohio ("State"), through its Office of Information Technology,

IT Governance Division, with offices at 30 East Broad Street, Columbus, Ohio 43215 and: Monster Government Solutions, LLC (MGS) ("Contractor"), with offices at 8280 Greensboro Drive, Suite 700, McLean, VA, 22102.

BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. Or if the manufacturer has no contract under the GSA's Multiple Award Schedule program or SmartBuy program, the State will accept the pricing the manufacturer offers to its distributors. Further, if the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract and no distributors, the State may accept the prices that the manufacturer offers to its most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such; it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

TERMS AND CONDITIONS

1 - TERM

- 1.1 TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until the end of the State's current fiscal biennium, which is June 30, 2009. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.



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- 1.2 CONTRACT RENEWAL.** In the State's sole discretion, it may renew this Contract for a period of one month at the end of each biennium during which this Contract remains in place. Any further renewals will be only by written agreement between the State and the Contractor. Such renewals may be for any number of times for any period not to exceed the time remaining in the State's then-current biennium.

2 - PRICING AND PAYMENT

- 2.1 CERTIFICATION OF ACCURACY.** By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:

X The prices at which the Contractor currently offers each product and service to the US Government under the GSA's Multiple Award Schedule program;

The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or

The best prices at which the Contractor has offered each product and service to its most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

If the Contractor is offering prices based on its most favored customer prices, the Contractor represents that it does not have a GSA Multiple Award Schedule or SmartBuy contract.

If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor represents that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

- 2.2 PRICE ADJUSTMENTS.** If the Contractor has relied on its GSA Multiple Award Schedule pricing or its GSA SmartBuy pricing, the State will be entitled to any price decreases that the Contractor offers to the GSA for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its GSA Multiple Award Schedule or SmartBuy pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

If the Contractor has relied on its best customer pricing, the State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately remove the affected products and services from this Contract.

- 2.3 PRICELIST.** The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is attached as Exhibit I. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called



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"Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following pricelist:

Proposed Revised Catalog through Mod FX49

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

2.4 NOTIFICATION OF PRICE INCREASES. If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

2.5 PAYMENT DUE DATE. Payments will be due on the 30th day after the later of:

- (a) The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or
- (b) The date the State accepts the Deliverable.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

2.6 INVOICE REQUIREMENTS. The Contractor must submit an original invoice with three copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's federal tax identification number as designated in this Contract;
- (c) The Contractor's invoice remittance address as designated in this Contract;
- (d) The purchase order number authorizing the delivery of the Deliverables;
- (e) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables; and
- (f) If the invoice is for a lease, the Contractor also must include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the next section), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any



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additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a proper invoice and has accepted the Contractor's Deliverable.

- 2.7 OHIO PAYMENT CARD.** Participating State agencies issuing orders under this Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget and Management ("OBM") has authorized the agency to exceed this limit. If OBM increases the dollar limit for payment cards for all State agencies, the State will post notice of that on its Procurement Website. Participating State agencies are required to use the Ohio Payment Card in accordance with OBM's current guidelines for the Ohio Payment Card and the agency's approved plan filed with the OBM. The Contractor may process a payment in the payment card network only upon delivery and acceptance of the applicable Deliverables. For partial deliveries or performance, the Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the ordering agency. Upon completion of the delivery of remaining Deliverables, the Contractor may process a payment request in the payment card network for the remainder of the order. The Contractor should receive payment through its merchant bank within the time agreed upon between the Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transactions, which the Contractor may not pass on to the State.
- 2.8 NON-APPROPRIATION OF FUNDS.** The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.
- 2.9 OBM CERTIFICATION.** This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.
- 2.10 CONTROLLING BOARD AUTHORIZATION.** The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.
- 2.11 TRAVEL EXPENSES.** Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code (the "Administrative Code").
- 2.12 TAXES.** The State is exempt from all sales, use, excise, and property taxes and will not pay any such taxes. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.
- 2.13 OFFSET.** The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

3 - CONTRACT ADMINISTRATION

- 3.1 DEALERS AND DISTRIBUTORS.** The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Deputy State Chief Information Officer, Office of Information Technology.



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In doing so, the Contractor warrants that:

- (a) The Contractor has provided the dealer with a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
- (b) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
- (c) The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
- (d) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
- (e) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created a certification program to Encourage Diversity Growth and Equity (EDGE) in State contracting. State agencies are instructed to include in their procurements such participation, including through the use of State Term Schedule contracts that are either held by EDGE businesses or that offer the opportunity to work with EDGE dealers or distributors.

- 3.2 AUDITS.** During the term of this Contract and for three years after termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Deliverables and to the pricing representations that the Contractor has made to acquire this Contract. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Deliverable.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or the facilities where the Contractor substantially performed under this Contract. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records, along with any technology needed for accessing the records, to its office nearest Columbus, Ohio whenever the State or any entity with audit rights requests access to the records. The Contractor must do so within 15 days of receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

- 3.3 INSURANCE.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- (a) Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:



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\$ 2,000,000 General Aggregate
 \$ 2,000,000 Products/Completed Operations Aggregate
 \$ 1,000,000 Per Occurrence Limit
 \$ 1,000,000 Personal and Advertising Injury Limit
 \$ 100,000 Fire Legal Liability
 \$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- (d) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

- 3.4 CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Office of Information Technology Contract Management, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.
- 3.5 POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.
- 3.6 RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Office of Information Technology Contract Management, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the State, the Contractor must either reimburse the State for the purchase price of each affected Deliverable or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected



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Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.

- 3.7 TERMINATION.** The State may terminate this Contract or any order under this Contract if the Contractor defaults in meeting its obligations and fails to timely cure its default. The State also may terminate this Contract or any order under it if a petition in bankruptcy is filed by or against the Contractor and not dismissed within 60 days. And the State may terminate this Contract or any order under it if the Contractor violates any law or regulation while performing under this Contract or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In all of the foregoing cases, the termination will be for cause.

On written notice, the Contractor will have 30 days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract, the applicable orders, or both immediately upon written notice to the Contractor. Some provisions of this Contract may provide for a shorter cure period than 30 days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in the case of breaches that are cured within 30 days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations two times. After the second such notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three defaults do not have to relate to the same obligation or type of failure.

The State also may terminate this Contract or any order under this Contract for its convenience and without cause. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is providing funding for an order, the State also may terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it.

Any notice of termination will be effective as soon as the Contractor receives it. On receipt of the notice of termination, the Contractor will immediately cease all work on any Deliverables affected by the termination and take all steps necessary to minimize any costs the Contractor will incur related to the affected orders. The Contractor also must immediately prepare a report and deliver it to the State. The report must detail all open orders at the time of termination.

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

- 3.8 EXCUSABLE DELAY.** Neither party will be liable for any delay in its performance under this Contract that arises from causes beyond its reasonable control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party



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also must describe the cause of the delay and what steps it then is taking or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.

3.9 INDEPENDENT STATUS. The parties will be acting as independent entities. The partners, employees, officers, directors, and agents of one party may only act in the capacity of representatives of that party and not as employees, officers, directors, or agents of the other party and will not be deemed as such for any purpose. Each party assumes full responsibility for the actions of its partners, employees, officers, directors, and agents while performing under this Contract and will be solely responsible for paying those people. Additionally, each party will be solely responsible for withholding and paying social security and income taxes, making workers' compensation contributions, paying disability benefits, and providing fringe benefits, if any, for its partners, employees, officers, directors, and agents, and neither party may legally bind the other party in any manner.

3.10 LOCATION OF SERVICES AND DATA. As part of this Contract, the Contractor must disclose the following:

- (a) All locations where any services will be performed;
- (b) All locations where any State data applicable to the Contract will be maintained or made available; and
- (c) The principal place of business for the Contractor and all its subcontractors.

The Contractor may not change any location where any services are performed to a location outside the country of the original location or change any location where the data is maintained or made available to any other location outside the country of the original location without prior written approval of the State, which the State will not be obligated to provide.

4 - DELIVERY AND ACCEPTANCE

4.1 ACCEPTANCE. The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to 30 days after installation to do this. The State will not issue a formal letter of acceptance, and passage of 30 days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract.

If the State issues a noncompliance letter, the Contractor will have 30 days to correct the problems listed in the letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the State will issue the acceptance letter within 15 days after all defects have been fixed.

4.2 TITLE. Title to any Deliverable will pass to the State only on acceptance of the Deliverable, and all risk of loss will remain with the Contractor until title to the Deliverable passes to the State.

4.3 DELIVERIES. The Contractor must make all deliveries F.O.B. destination.

5 - INTELLECTUAL PROPERTY

5.1 COMMERCIAL MATERIAL. As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation.



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Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the following, perpetual rights, subject to the next paragraph. The State may:

- (1) Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduce the Commercial Software for archival, image management, and backup purposes;
- (4) Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined, and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;
- (5) Disclose to and reproduce the Commercial Software for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
- (6) Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description; which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

5.2 CUSTOM DELIVERABLES. All custom work done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.



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Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

- 5.3 CONFIDENTIALITY.** The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
 - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and
 - (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

- 5.4 USE OF NAME.** The Contractor may not publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing. The State has no obligation to agree to any such advertising, publicity, sales, or marketing activities.



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- 6.1 Contractor's SALES REPORT.** The Contractor must report the quarterly dollar value (in US currency rounded to the nearest whole dollar) of the sales under this Contract each calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the reporting period.

The Contractor must report the quarterly dollar value of sales to the State via the Internet using the Web form at the Office of Information Technology's vendor portal, <https://cm.ohio.gov>. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero sales in the closeout report.

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

- 6.2 Contractor's REVENUE SHARE.** The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Office of Information Technology. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services
Office of Finance
30 East Broad Street, Suite 4060
Columbus, Ohio 43215 – 3414

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

7 - WARRANTIES AND LIABILITIES

- 7.1 WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor and all Deliverables under this Contract will:
- (a) Be in accordance with the sound professional standards and the requirements of this Contract and without any material defects;
 - (b) Not infringe on the intellectual property rights of any third party;



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- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and
- (d) Be merchantable and fit for the particular purpose for which the Deliverables were acquired.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

- (a) The Contractor has the right to enter into this Contract;
- (b) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract;
- (c) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control;
- (d) The Contractor has good and marketable title to any products delivered under this Contract and in which title passes to the State; and
- (e) The Contractor has the right and ability to grant the license provided in any Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days, or refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

7.2 SOFTWARE WARRANTY. If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) The software will be free of material defects;
- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- (d) The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
- (e) The software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based



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servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The Contractor must provide the source code in the language in which it was written and must include such commentary or annotations as would allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

- 7.3 EQUIPMENT WARRANTY.** If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State modifies or damages after title passes to it. The warranty period for all Equipment will be the longer of one year after the State accepts the Equipment or the Contractor's standard warranty period.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications, replace the Equipment, or grant the State a refund equal to the amount it paid for the Equipment. The Contractor must either fix or replace the Equipment or refund the purchase price to the State with all due speed, not to exceed seven days in the case of a fix or a replacement or 30 days in the case of a refund. The Contractor will be responsible for all shipping costs associate with fixing, replacing, or returning any defective equipment.

- 7.4 INDEMNITY.** The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors. The Contractor also must indemnify the State against any claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement is based on the modification. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things:
- (a) Modify the Deliverable so that is no longer infringing;
 - (b) Replace the Deliverable with an equivalent or better item;
 - (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
 - (d) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

- 7.5 LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:



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- (a) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

8 - MAINTENANCE

- 8.1 SOFTWARE MAINTENANCE.** If this Contract involves any custom software as a Deliverable, then during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as Confidential Information under the Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

- 8.2 SOFTWARE UPGRADES.** After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor make the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these



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cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- (a) The Contractor's (or third party licensor's) standard upgrade or migration fee;
- (b) The upgrade or migration fee in Exhibit I; or
- (c) The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

The foregoing will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee on which such are made available to other most favored customers or dealers, as appropriate.

8.3 EQUIPMENT MAINTENANCE. If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (If such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- (c) Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

8.4 EQUIPMENT MAINTENANCE STANDARDS. Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

8.5 EQUIPMENT MAINTENANCE CONTINUITY. If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in



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default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:

- (a) All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
- (b) A listing of suppliers capable of supplying necessary spare parts;
- (c) Adequate information to permit the State to have spare parts manufactured elsewhere; and
- (d) A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. And when disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

- 8.6 PRINCIPAL PERIOD OF MAINTENANCE (GENERAL).** Software and Equipment maintenance must be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be billable and must be included in the price of the maintenance.
- 8.7 MAINTENANCE ACCESS (GENERAL).** For all Software and Equipment maintenance under this Contract, the State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

9 - ASSIGNMENT AND SUBCONTRACTING

- 9.1 ASSIGNMENT.** The Contractor may not assign this Contract without the written consent of the State, which the State will not be obligated to provide.
- 9.2 SUBCONTRACTING.** The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

10 – CONSTRUCTION

- 10.1 HEADINGS.** The headings used in this Contract are for convenience only and may not be used in interpreting this Contract.
- 10.2 ENTIRE DOCUMENT.** This Contract, which includes the Contractor's pricelist attached as Exhibit I and all documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written.
- 10.3 BINDING EFFECT.** This Contract will be binding on and benefit the respective successors and assigns of the State and the Contractor.



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- 10.4 AMENDMENTS – WAIVER.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms or conditions of this Contract may not be construed as a waiver of any those terms or conditions, and either party may at any time demand strict and complete performance by the other party.
- 10.5 SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, the remaining provisions of this Contract will remain in full force and affect.
- 10.6 CONSTRUCTION.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 10.7 NOTICES.** For any notice under this Contract to be effective, the noticing party must make it in writing and sent it to the address of the other party first appearing above, unless that party has notified the other party, in writing and in accordance with the provisions of this section, of a new mailing address for the receipt of notices. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.
- 10.8 CONTINUING OBLIGATIONS.** Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.
- 10.9 PRIORITY.** If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.
- 10.10 DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.

11 - LAW AND COURTS

- 11.1 EEO.** The Contractor must comply with all Ohio laws regarding equal employment opportunity, including among others Code § 125.111, as well as all related Executive Orders of the Governor of Ohio.
- 11.2 DRUG FREE WORKPLACE.** The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.
- 11.3 OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State. The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.
- 11.4 SECURITY & SAFETY RULES.** When accessing State networks and systems, the Contractor must comply with all applicable policies and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules applicable to people on those premises.



Monster
Government Solutions

- 11.5 **LAW AND VENUE.** This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.
- 11.6 **UNRESOLVED FINDINGS.** The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.
- 11.7 **TERROR DECLARATION.** In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:
 - (a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
 - (b)(1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

and,

 - (2) Contractor has either precertified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.
- 11.8 **ANTITRUST.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.

To SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

CONTRACTOR

BY: Patricia L. Downing
Patricia L. Downing
Contracts Manager
Monster Government Solutions, LLC

DATE: 2/11/2008

**STATE OF OHIO,
OFFICE OF INFORMATION TECHNOLOGY**

BY: R. Steve Edmonson
R. STEVE EDMONSON
DIRECTOR, OFFICE OF INFORMATION TECHNOLOGY
STATE CHIEF INFORMATION OFFICER

DATE: 3/19/08

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Exhibit I

PRICING**Monster Job Vacancy Announcements (U.S.)**

A job vacancy announcement is a 60-day job posting on the Monster.com website. Job vacancy announcements must be used within 1 year of purchase.

Volume	Price Per Job 10/15/07 – 10/14/08
1	\$395.00 each
2	\$375.00 each
3	\$350.00 each
4	\$325.00 each
5 – 9	\$281.00 each
10 – 24	\$250.00 each
25 – 49	\$175.00 each
50 – 99	\$145.00 each
100 – 249	\$115.00 each
250 – 499	\$100.00 each
500 – 999	\$90.00 each
1,000 – 2,499	\$80 each
2,500+	Custom Pricing*

Additional terms and conditions apply and are provided in Appendix A.

Appendix B contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

*Please contact Monster Government Solutions for Custom Pricing quotes.



Products to Complement Your Vacancy Announcements

Product	Description	Prices
		10/15/07 – 10/14/08
Profile	Agency overview on the Monster.com website.	\$4,000
Profile with Corporate Link	Agency overview with a hyperlink to your agency website.	\$5,200
Profile PLUS	Agency overview, hyperlink, and agency logo icon.	\$6,000
MonsterTRAK Employer Showcase	Agency overview on the MonsterTRAK.com website.	\$2,500
Job Bolding	Highlights your vacancy announcement on the job search results page.	10% of total price of jobs
Off-Platform Apply Online Link	Ability to link from your Monster vacancy announcements directly to your own applicant tracking system (ATS).	NO CHARGE to U.S. Government Agencies (\$7,500 value)
Resume Processing	Conversion of offline resumes submitted by e-mail, paper, or fax to an automated ATS. (Additional government requirements include larger file conversions, additional extraction points, and special processing requirements to manage application dates.)	E-mail \$1.25/resume Paper \$1.75/resume* Fax \$2.30/resume* *Additional resume pages over 4 pages are \$1.04 per page. Additional non-resume pages over 1 page cover letter are \$.21 per page. Manual retyping \$2.50/page
Resume Processing Setup Fees	E-Mail Box P.O. Box Fax Line	\$25.00 each \$25.00 each \$25.00 each
Resume Processing Maintenance Fees	E-Mail Box P.O. Box Fax Line	\$50.00/month \$50.00/month \$50.00/month

Additional terms and conditions apply and are provided in Appendix A.

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Appendix B contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

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Job Wrapping

Post vacancies from your agency web site to Monster – automatically! Job Wrapping “GRABS” your vacancy announcements from your own site, “WRAPS” them up, and posts them to Monster in just a few easy steps.

Job Wrapping - Refresh 3x/Week

Average # of jobs per month	10/15/07–10/14/08
1 – 30	\$250
31 – 100	\$499
101 – 300	\$749
301 – 1,000	\$998
1,001 – 4,000	\$1,248
4,001 – 10,000	\$1,747

Job Wrapping - Refresh 2x/Week

Average # of jobs per month	10/15/07–10/14/08
1 – 30	\$166
31 – 100	\$333
101 – 300	\$499
301 – 1,000	\$666
1,001 – 4,000	\$832
4,001 – 10,000	\$1,165

Job Wrapping - Refresh Weekly

Average # of jobs per month	10/15/07–10/14/08
1 – 30	\$104
31 – 100	\$208
101 – 300	\$312
301 – 1,000	\$416
1,001 – 4,000	\$520
4,001 – 10,000	\$728

Job Wrapping - Refresh BiWeekly

Average # of jobs per month	10/15/07–10/14/08
1 – 30	\$83
31 – 100	\$166
101 – 300	\$250
301 – 1,000	\$333
1,001 – 4,000	\$416

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4,001 –10,000	\$582
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The above rates are monthly. You will need to multiply the appropriate rate by the number of months you want this service. For example, if you are buying a weekly refresh on an “average 1 to 30 jobs per month” for the entire year, multiply \$250 by 12 months for a total of \$3,000.

Additional terms and conditions apply and are provided in Appendix A.

Appendix B contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

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Job Wrapping (continued)

Job Wrapping - Refresh Monthly

Average # of jobs per month	10/15/07-10/14/08
1 – 30	\$62
31 – 100	\$125
101 – 300	\$187
301 – 1,000	\$250
1,001 – 4,000	\$312
4,001 – 10,000	\$442

The above rates are monthly. You will need to multiply the appropriate rate by the number of months you want this service. For example, if you are buying a weekly refresh on an "average 1 to 30 jobs per month" for the entire year, multiply \$62 by 12 months for a total of \$744.

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Advertising

Attract more qualified candidates, promote your agency's brand identity, and heighten your visibility using banner and button advertising on the Monster.com website.

Product	Description	Price 10/15/07 – 10/15/08
Banners		
General	468 x 60 pixel ad in a non-targeted placement	\$16 CPM
Targeted: Community	Ad in a targeted community placement	\$42 CPM
Targeted: Agent E-mails	Targeted ad on job seeker agent e-mails	\$42 CPM
Targeted: Job Search Results	Targeted ad on job search results page	\$42 CPM
Buttons		
General	120 x 60 pixel ad in a non-targeted placement	\$16 CPM
Targeted: Community	Ad in a targeted community placement	\$42 CPM

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Resume Access (U.S. Segmentation)

We put millions of resumes from active and passive job seekers at your fingertips – from intern to CEO, healthcare and finance to IT professionals. The Monster resume database contains **more than 30 million resumes** from quality candidates, with an average of more than 25,000 new resumes added daily. No other career site can deliver that many **fresh** job seeker resumes. With 24/7 access and built-in screening tools, you can quickly and easily find the quality candidates you're looking for – from your neighborhood to across the country. Select and pay for the Monster resume access you need for more control over your candidate searches and your recruiting costs!

National – Find qualified candidates from coast to coast.

Regional – Choose from nine different regions.

Radius – Targeted recruiting zone customized by zip code.

An explanation of each of the available packages is provided below:

Package	Description
National One Month	Includes HR Content, folders, all standard Monster Office HQ features, and 3 search agents. No volume discounts. Upgrades are available. One-month offer is credit card only when purchased alone. If purchased with other Monster products, the customer can be invoiced.
Starter Three Month	Includes HR Content, folders, all standard Monster Office HQ features, and 5 search agents. For new resume database users only. Starter packages can only be purchased once.
Flex Select National	Includes HR Content, folders, all standard Monster Office HQ features, and 10 search agents.
Flex Select Radius	Includes HR Content, folders, all standard Monster Office HQ features, and 10 search agents. Zip code to be searched must be given by customer.

HR Content: Access and utilize industry articles and resources.

Folders: The folders give users a central location from which to create, store and manage each job and all of the elements that relate to that job.

Standard Monster Office HQ Features: "Save For Later" allows user to begin the posting process, but stop at any point and save the information to complete the posting at a later date. "Enhanced Posting," formerly called the Quick Post and Create & Post-a-Job wizards, guide users through the process and automatically organizes their information. "Multiple Posting" allows users to post jobs to multiple locations, categories, and job sites simultaneously. "Screen Questions" allows users to develop their own set of questions to help them effectively prescreen and rank job seekers. "Filtering" facilitates better organization of folder and job seeker lists. Folders can be used to display only the information desired. The "Rounds and Priorities" feature enables users to schedule and track job seekers' status within the hiring process by assigning Rounds (application received, interviewed, offer made, etc.) and Priorities (hot, cold, rejected, etc.).

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Additional terms and conditions apply and are provided in Appendix A.

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Resume Access (U.S. Segmentation continued)

Search Agents: Users can create personalized Search Agents by submitting keywords and other search criteria to the database. When an agent finds a candidate that meets the user's criteria, an e-mail is automatically sent to the user to let them know that a resume has been delivered to their personal Recruiter Office. Users can choose to be notified of matches on a 24-hour, weekly or monthly basis.

Pricing for each of these packages begins below.

National One Month

Users	Max. Views	Geographic Reach	Price
			10/15/07-10/14/08
All	3,000	National	\$1,700

Starter Three Month

Users	Max. Views	Geographic Reach	Price
			10/15/07-10/14/08
All	10,000	National	\$2,652
All	10,000	100-Mile Radius	\$1,872

Flex Select National Three Month

Users	Max. Views	Geographic Reach	Price
			10/15/07-10/14/08
1 st	15,000	National	\$4,200
2 nd -6 th	15,000	National	\$1,820
7 th -21 st	15,000	National	\$1,560
22 nd -36 th	15,000	National	\$1,300
37 th -51 st	15,000	National	\$1,248
52 nd -101 st	15,000	National	\$1,196
102 nd -201 st	15,000	National	\$1,092
202 nd +	15,000	National	\$1,014

Flex Select National Six Month

Users	Max. Views	Geographic Reach	Price
			10/15/07-10/14/08
1 st	30,000	National	\$6,630
2 nd -6 th	30,000	National	\$2,730
7 th -21 st	30,000	National	\$2,340
22 nd -36 th	30,000	National	\$1,950
37 th -51 st	30,000	National	\$1,827
52 nd -101 st	30,000	National	\$1,794
102 nd -201 st	30,000	National	\$1,638
202 nd +	30,000	National	\$1,522

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Resume Access (U.S. Segmentation continued)

Flex Select National Twelve Month (Annual)

Users	Max. Views	Geographic Reach	Price
			10/15/07-10/14/08
1 st	60,000	National	\$8,840
2 nd -6 th	60,000	National	\$3,640
7 th -21 st	60,000	National	\$3,120
22 nd -36 th	60,000	National	\$2,600
37 th -51 st	60,000	National	\$2,496
52 nd -101 st	60,000	National	\$2,392
102 nd -201 st	60,000	National	\$2,184
202 nd +	60,000	National	\$2,028

Flex Select Radius Three Month

Users	Max. Views	Geographic Reach	Price
			10/15/07-10/14/08
1 st	15,000	Radius	\$2,700
2 nd -6 th	15,000	Radius	\$1,500
7 th -21 st	15,000	Radius	\$1,300
22 nd -36 th	15,000	Radius	\$1,100
37 th -51 st	15,000	Radius	\$1,050
52 nd -101 st	15,000	Radius	\$1,000
102 nd -201 st	15,000	Radius	\$900
202 nd +	15,000	Radius	\$850

Flex Select Radius Six Month

Users	Max. Views	Geographic Reach	Price
			10/15/07-10/14/08
1 st	30,000	Radius	\$4,200
2 nd -6 th	30,000	Radius	\$2,200
7 th -21 st	30,000	Radius	\$1,900
22 nd -36 th	30,000	Radius	\$1,678
37 th -51 st	30,000	Radius	\$1,600
52 nd -101 st	30,000	Radius	\$1,500
102 nd -201 st	30,000	Radius	\$1,400
202 nd +	30,000	Radius	\$1,288

Additional terms and conditions apply and are provided in Appendix A.

Appendix B contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

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Resume Access (U.S. Segmentation continued)

Flex Select Radius Twelve Month (Annual)

Users	Max. Views	Geographic Reach	Price
			10/15/07-10/14/08
1 st	60,000	Radius	\$6,000
2 nd -6 th	60,000	Radius	\$3,000
7 th -21 st	60,000	Radius	\$2,600
22 nd -36 th	60,000	Radius	\$2,400
37 th -51 st	60,000	Radius	\$2,132
52 nd -101 st	60,000	Radius	\$2,000
102 nd -201 st	60,000	Radius	\$1,800
202 nd +	60,000	Radius	\$1,600

Additional terms and conditions apply and are provided in Appendix A.

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MonsterTRAK Products

MonsterTRAK Vacancy Announcements

Post your vacancy announcements to students at over 1,400 colleges and universities throughout the United States.

Volume	Price Per Job 10/15/07 – 10/14/08
1 – 11 Schools	\$26 per school
12 – 99 Schools	\$306 per school
100+ Schools	\$395 per school

MonsterTRAK Resume Access (U.S.)

MonsterTRAK Resume Access gives you access to active student resumes that reside on the MonsterTRAK.com website. You may choose the length of access that suits your individual needs.

Short-Term Resume Access	Price Per Use 10/15/07 – 10/14/08
3-Month National Access (upgrade is available)	\$1,800

Annual Resume Access	Price Per Use 10/15/07 – 10/14/08
First User	\$5,000
Additional Users	
1	\$3,000
2-5 Users	\$2,700
6 – 10 Users	\$2,600
11 – 15 Users	\$2,500
16 – 20 Users	\$2,400
21 – 35 Users	\$2,300
36 – 50 Users	\$2,200

Additional terms and conditions apply and are provided in Appendix A.

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Government Diversity Leadership Program

Monster hosts six Diversity Leadership Weekend conferences each year to give select incoming college juniors and seniors of diverse backgrounds the opportunity to build practical career skills and network with some of the largest companies in the world. For each conference, 2,000 students are expected to apply to fill the 300 open slots for each weekend. The 300 students were chosen to attend based on the strength of their academic performance (minimum 3.0 GPA), leadership and participation in college/community activities, work experience, and personal goals. MGS offers three levels of sponsorship to employers seeking to increase the diversity of their workforce with quality candidates: platinum, gold, and silver. Features of the program are provided below.

Sponsorship Level	Price
	10/15/07 – 10/14/08
Platinum	\$110,000
Gold	\$70,000
Silver	\$50,000

Feature	Platinum	Gold	Silver
<i>Inclusion on Monster Diversity Leadership Program Web Page (www.MonsterDLP.com).</i>			
- Premier logo positioning on website	X		
- Logo on website		X	X
- Corporate partner profile (optional)	X		
<i>Email newsletter delivered biweekly to 1,500 applicants prior to event</i>			
- Positioned as "Platinum Sponsor"	X		
- Positioned as "Gold Sponsor"		X	
- Positioned as "Silver Sponsor"			X
- Featured on one e-newsletter with relevant content, including sponsor web link	X	X	
<i>Inclusion in all offline marketing campaign materials</i>			
- Partner logo on campus posters	X	X	
- Event participation confirmation packet inclusion	X	X	X
<i>Onsite Event</i>			
- Participation acknowledgement at opening and closing ceremonies	X	X	
- Training manual/registration bag insert	X	X	
- Company logo on participants' event bags	X	X	
- Exclusive sponsor logo on badge cards worn by all attendees	X		
- Optional Active Partner Participation			
- Career Pathing Session or Exhibit Space (Career Pathing Session is a breakout session with 12-15 target students to overview company or deliver topical session.)	X		
- Career Pathing Session up to 1 hour, 50 minutes with two dedicated groups of 12-15 targeted students	X		

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- Career Pathing Session up to 50 minutes with one group in attendance and one group of rotating students (24-30 students)		X	
- Career Pathing Session up to 50 minutes with one rotating group of 12-15 in attendance, not exclusive to sponsor			X
- Group Co-leader (with Monster Staff) of target students	X	X	
- Group Co-leader (with Monster Staff) of rotating group of students	X	X	
- Game show opportunity	X	X	
- Significant prize game opportunity			X

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Government Diversity Leadership Program (continued)

Feature	Platinum	Gold	Silver
<i>Post-Event</i>			
- Two email newsletters featuring partner news to participants	X		
- One email newsletter featuring partner news to participants		X	
- Searchable profile database (applicants and participants)			
- Access to all applicant demographic information (~1,500 students)	X	X	
- Access to all participant demographic information (~ 300 students)	X	X	X
- Coordinated email/mail follow-up campaign			
- Up to 5 email blasts to students	X		
- Up to 3 email blasts to students		X	
- Up to 1 email blast to students			X

Additional terms and conditions apply and are provided in Appendix A.

Appendix B contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

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Monster Government Solutions Support Services

Monster Government Solutions has Hourly Labor Categories and rates to be used in support of the products offered in this pricelist. The hourly labor categories have been used to create Bundled Implementation Support packages that offer a significant savings off the stand alone Hourly Labor Category rate. The Bundled Implementation Support packages can be used for support of product implementation and custom services. The pricing for the Hourly Labor Categories and the Bundled Implementation Support are listed here, followed by the detailed Labor Category Descriptions.

Labor Category Name	10/15/07 – 10/14/08
	Hourly Rate
Project Director/Account Supervisor	\$192
Project Manager	\$201
Business Analyst	\$182
Product Analyst	\$125
Task Manager/Account Coordinator	\$83
Senior Systems Engineer	\$240
Senior Developer	\$240
Developer	\$182
Technical Lead/Architect	\$192
Application Engineer/Integration Specialist	\$201
Systems Analyst	\$182
Information Architect	\$125
Engineer	\$119
HR Specialist	\$201
Training Specialist	\$136
Creative Lead	\$119
Creative Designer	\$83
Creative Copywriter	\$83
Documentation Technical Writer	\$110
Technical Support	\$110
Technical Writer	\$83
Administrative Support	\$69
Clerical Support	\$41

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Monster Government Solutions Support Services

Monster Government Solutions package of bundled predetermined labor categories and predetermined rates are provided to assist organizations with implementation and customization of the Monster Hiring Management products.

The following are examples of Custom Services that may be provided when a Bundled Implementation Support Package is purchased:

Custom Services that may be purchased separately through the use of our hourly labor category rates or bundled implementation support packages include the following:

- Custom Development/System Interface - Perform modifications or enhancements to the Monster Hiring Management software including gathering customer specifications and requirements analysis.
- Application Engineering - Perform modifications or enhancements to Monster Hiring Management software including gathering customer specifications and requirements analysis.
- Custom Reporting - Develop and incorporate into system custom/special reports.
- System Training - Numerous off-the-shelf courses to choose from, or we can work with you to develop a customized course.
- System Implementation - System Implementation and business process engineering services provided by our experts.
- Web Site Integration - Customize Monster Hiring Management with your existing web site look and feel.

Bundled Implementation Support	10/15/07 – 10/14/08		
	Silver Hours Included in Pkg	Gold Hours Included in Pkg	Platinum Hours Included in Pkg
Business Analysts	80	160	240
Systems Analysts	40	80	120
Integration Specialists	40	80	120
HR Specialists	80	160	240
	Bundled Cost of Pkg	Bundled Cost of Pkg	Bundled Cost of Pkg
Bundled Cost	\$44,975	\$87,994	\$129,058



Labor Category Descriptions

Project Director/Account Supervisor

Functional Responsibilities:

Responsible for managing contract operations and ensuring quality standards and work performance on all task orders and projects; plans, organizes, and oversees work efforts; assigns resources; supervises personnel; provides risk management; ensures quality management; monitors overall project and contract performance; provides management guidance in the accomplishment of work efforts; and ensures adherence to contract standards of performance.

Qualifications:

B.A. or B.S. and 8 years of relevant management experience. Relevant experience includes strategic planning, program evaluation, quality management, performance management, process management, business management, facilitation services, survey services, and privatization support services and documentation.

Project Manager

Functional Responsibilities:

Plans and directs technological improvements and project management implementations; manages a diverse group of functional activities and subordinate groups of technical and administrative personnel; and, may serve as a technical authority for a design area. As a staff specialist or consultant, resolves unique and unyielding systems problems using new technology. Schedules and assigns duties to subordinates.

Qualifications:

Requires a Bachelors Degree and a minimum of 3 years of experience.

Business Analyst

Functional Responsibilities:

Performs analysis and prepares functional specifications and requirements definitions. Performs analysis for and participates in meetings pertaining to the enhancements of Monster Hiring Management. Performs quality assurance testing and sign-off.

Qualifications:

Requires a Bachelors Degree and a minimum of 2 years of experience.

Product Analyst

Functional Responsibilities:

Interviews and interacts with the creators of the concept and scope documents and the key stakeholders of business initiatives on an ongoing basis; maps business needs to product and technical capabilities, identifies deltas, and facilitates compromise; develops graphical representations of user identity changes, functional requirements, page flow and business processes flow wire frames for teams; facilitates cross-functional teams through the process of requirements definition and systems analysis and design; participates in Quality Assurance and launch activities; and helps facilitate usability research.

Qualifications:

B.A. or B.S. and 3 years' relevant product experience participating in large-scale interactive system and software development initiatives or a total of 8 years of relevant experience.

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Labor Category Descriptions (continued)

Task Manager/Account Coordinator

Functional Responsibilities:

Responsible for day-to-day operations of one or more subtasks on task orders under the guidance of the Project Director/Account Supervisor; provides support in the areas of implementation, report development, and system support; interfaces with customer personnel in work performance; demonstrates skills in the scope of work encompassed by the task/subtask; provides technical guidance to the task team in performance of the work; provides quality review of all work products; and assists the Project Director/Account Supervisor as required in managing task order performance.

Qualifications:

B.A. or B.S. and 4 years of relevant management experience *or* a total of 8 years of relevant experience. Relevant management experience includes direct supervision of teams of professionals with generalized and specialized expertise in designing and implementing strategic plans.

Senior Systems Engineer

Functional Responsibilities:

Analyzes information requirements; evaluates analytically and systematically problems of workflow, organization and planning, and develops corrective action; develops software to improve or re-engineer process methodologies/principles; and, applies activity and data modeling, transactions flow analysis, internal control and risk analysis.

Qualifications:

Requires a Bachelors Degree and a minimum of 7 years of experience.

Senior Developer

Functional Responsibilities:

Applies software development disciplines for the planning, analysis, design and development of software applications. Develops appropriate techniques and methodologies for problem solutions. Develops software and provides technical guidance in software development and supervision and direction to technical staff.

Qualifications:

Requires a Bachelors Degree and a minimum of 4 years of experience.

Developer

Functional Responsibilities:

Participates in all phases of system design and development of complex software applications using a variety of proprietary product or emerging technology tools in a variety of operating environments.

Qualifications:

Requires a Bachelors Degree and a minimum of 3 years of experience.

Technical Lead/Architect

Functional Responsibilities:

Manages group of technical professionals supporting one or more applications; supports technical management with resource planning and allocation across multiple projects; manages budgets for projects or toolsets within a group; contributes to technology strategy of the company; and participates in projects supporting design and development efforts.

Qualifications:

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B.S. in Computer Science or M.I.S. and 6 years of work experience directing software development teams and projects.

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Labor Category Descriptions (continued)

Application Engineer/Integration Specialist

Functional Responsibilities:

Gathers customer specifications and requirements definitions. Performs system and application analysis, design and administration. Designs computer and software solutions and provides timely technical support. Performs modifications or enhancements to application software. Installs application software and integrates software with internet web sites.

Qualifications:

Requires a Bachelors Degree and a minimum of 3 years of experience.

Systems Analyst

Functional Responsibilities:

Designs and manages the development of Monster Hiring Management software and Monster Hiring Management applications. Acts as a liaison between developers and technical documentation specialists.

Qualifications:

Requires a Bachelors Degree and a minimum of 3 years of experience.

Information Architect

Functional Responsibilities:

Performs needs analyses; develops audience profiles, user scenarios, storyboards, site maps, and navigational prototypes; helps to facilitate usability tests, surveys and focus groups as needed; and leads the analysis and implementation efforts based on the usability test data.

Qualifications:

B.A. or B.S. in Computer Science and 5 years' directly relevant experience *or a total of 10 years of relevant experience.*

Engineer

Functional Responsibilities:

Works on one or more project development team(s); participates in the design, development, integration, and testing of application software; assists Quality Assurance in the development of system test plans and procedures; and leads smaller efforts as Technical Lead/Architect.

Qualifications:

B.S. in Computer Science or M.I.S. and 3 years of experience in software, database or quality assurance analysis, design and/or testing methodologies *or a total of 8 years of relevant experience.*

HR Specialist

Functional Responsibilities:

Provides consultation for understanding and reaching business and functional targets. Develops the framework to identify policies and procedures that prioritize and meet organizational needs from a Human Resources perspective.

Qualifications:

Requires a Bachelors Degree and a minimum of 3 years of experience.



Labor Category Descriptions

Training Specialist

Functional Responsibilities:

Conducts the research necessary to develop and revise training for users and prepares appropriate training materials. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops and seminars.

Qualifications:

Requires a Bachelors Degree and a minimum of 1 year of experience.

Creative Lead

Functional Responsibilities:

Manages group of creative and technical professionals supporting one or more applications; supports management with resource planning and allocation across multiple projects; manages budgets for projects or toolsets within a group; contributes to branding and technology strategy of the company; and participates in projects supporting design, development and communication efforts. Develops branding and product design standards as required.

Qualifications:

B.S. or B.A. in Design, Computer Science or Engineering and 5 years' experience in user-experience design/development, advertising, marketing, and art direction *or* a total of 10 years of relevant experience.

Creative Designer

Functional Responsibilities:

Designs innovative, usable web solutions; works with the technical and product teams to create materials and sites that communicate effectively with the intended audience; develops user-experience design; optimizes graphics; develops communications; provides technical support; assists in technical development of client sites; and documents development efforts.

Qualifications:

B.S. or B.A. in Design, Computer Science or Engineering and a minimum of 3 years' relevant design experience *or* a total of 8 years of relevant experience.

Creative Copywriter

Functional Responsibilities:

Blends copywriting skills with technology, product management, and design to implement new features and functionality for client programs.

Qualifications:

B.A. in English, Journalism, Communication or related discipline and 3 years of substantive writing experience for an Internet company or commercial web site; skills developing and writing web user interfaces; and experience working within teams of artists and/or designers *or* a total of 8 years of directly relevant experience.

Documentation Technical Writer

Functional Responsibilities:

Prepares application and technical documentation; and, provides for the orderly safeguard of technical documents. Requires proficiency in writing technical documentation.

Qualifications:

Requires an Associates Degree.



Labor Category Descriptions

Technical Support

Functional Responsibilities:

Provides technical support and is proficient in application software and system architecture. Provides verbal and written instruction to resolve problems of both routine and complex nature.

Qualifications:

Requires a minimum of 2 years of experience.

Technical Writer

Functional Responsibilities:

Prepares scientific and technical reports, operating and maintenance manuals, catalogs, instruction manuals, promotion materials, and project proposals; plans and edits technical reports; and oversees preparation of illustrations, photographs, diagrams, and charts.

Qualifications:

B.S. in Technical Writing, Communications, or Journalism and 4 years' experience in Internet technologies and/or specialized subject-matter areas *or* a total of 9 years of relevant experience.

Administrative Support

Functional Responsibilities:

Provides technical and clerical support in managing general operations, and administrative work. Utilizes computers and technical equipment and is proficient in the use of personal computers, printers and common office software applications to assist customer and other personnel. Assembles technical and administrative documents from rough draft through final production. Receives and distributes incoming tasks and assists in preparing reports and other required documents.

Qualifications:

Requires a minimum of 1 year of experience.

Clerical Support

Functional Responsibilities:

Assists in preparation of management plans and reports. Conducts supervised research as required. Monitors project activities and schedules to measure progress toward completion of proposals, contract deliverables, task order quality reviews, briefings, and presentations. Ensures that technical and quality standards for written materials are met. Coordinates with Task Manager/Account Coordinator and Project Director /Account Supervisor in accomplishment of work. Works under supervision and direction.

Qualifications:

Associate degree and two years of relevant experience, including general contract experience, *or* a total of 4 years of relevant experience.



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APPENDICES

Appendix A – Additional Terms and Conditions

Government Services Agreement for Monster Job Postings, Reserved Job Postings, SmartFind Resume Database (Resume Access), Advertising, Career Site Hosting, and Diversity Products

1. Agreement. This agreement, including any exhibits, schedules and attachments and the STS Contract to which this Appendix A is attached (collectively the "Agreement"), is between the government agency or municipality signing this agreement ("Government") and Monster, Inc. ("Monster"). Monster operates internet-based interactive job posting and search service/career destination portals on (i) Monster.com, (ii) international "Monster" branded or owned sites (e.g., Monster.co.uk), (iii) FastWeb.com, (iv) Military.com, (v) Tickle.com, and (vi) MonsterTRAK.com (collectively, the "Affiliate Sites"). This Agreement contains terms and conditions applicable to the products and services ("Services") provided by Monster to Government and described in the quote attached hereto as Exhibit A ("Quote"). The Quote is subject to the terms and conditions of the Agreement and is made a part of this Agreement. Government shall use all Services provided hereunder solely for its own internal business purposes and shall not resell or transfer to any third party any Service.

2. Term and Termination. The term ("Term") of this Agreement will begin on the date a fully executed copy of the Agreement is received from Government (the "Effective Date"), and will end upon (i) the expiration of one year from the Effective Date, or (ii) the expiration of the latest duration set forth in the Quote. This Agreement may not be terminated by either party, except as specifically stated in this Agreement. If Government breaches any provision of this Agreement, Monster may immediately suspend all Government passwords and access codes until the breach is cured and if applicable, immediately remove any violative Advertisements, Job Postings, Reserved Job Postings or Diversity Job Postings as defined below. If Government's breach is capable of being cured, Government will have ten (10) days to cure such breach to Monster's reasonable satisfaction in order to have passwords and access codes restored. If Government's breach is incapable of being cured or is not cured by Government within the ten (10) day period, Monster may: (a) terminate this Agreement and/or (b) pursue all other available remedies to enforce this Agreement and obtain payment of Fees (as defined below) due. Government may terminate this Agreement if Monster materially breaches this Agreement which breach is not cured within ten (10) days of notice thereof or as otherwise provided in the STS Contract.

3. Payment. All amounts payable by Government for the Services ("Fees") are due either immediately in full by credit card or within thirty (30) days after delivery of the Monster proper invoice without deduction or setoff. Fees paid for Services are non-refundable except in the case of Monster's uncured material breach, in which case Monster will refund to Customer pre-paid amounts for services not rendered as of the date of such termination. Any discounts to the standard rate card are only applicable to Services purchased pursuant to this Agreement during the initial Term.

4. Services. (a) Standard Job Postings. If set forth in the Quote, Monster will permit Government to post jobs on Monster.com and, if set forth in the Quote, on the other Affiliate Sites ("Job Postings") specifically identified in the Quote in accordance with the terms of this Agreement and each Affiliate Site's terms of use. Each Job Posting may include only one (1) job description in one (1) location and one (1) job category. In the event that Government or any of Government's Job Postings is the subject of a criminal investigation, such Job Postings will be immediately disabled. Except as otherwise specifically provided in the Quote, Job Postings purchased hereunder (i) have a scheduled run of 60 days, other than those on MonsterTRAK.com which have a scheduled run of 28 days for full-time positions and Monster / FastWeb.com part-time which shall have a scheduled run of 14 days, and (ii) must be posted during the Term, after which all Job Postings purchased hereunder expire. The terms and conditions of this Agreement shall apply to all Job Postings posted hereunder for the duration of their scheduled run. Any (1) re-activation of a deleted or expired job posting, (2) refreshing or renewing of any job posting, (3) change in the site (Monster, MonsterTRAK, etc.) where a job has been posted via FTP/BGW, (4) change in the reference code of a job, or (5) change in location where a job is based (including a change of City/Town), constitutes use of an additional Job Posting.

(b) Reserved Job Postings (a/k/a OnSite Flexible Job Postings). If set forth in the Quote, and if Government has entered into a separate contract with Monster regarding the sale of Reserved Job Postings (a "Master Contract"), Monster will provide each Government or Government's franchisees or affiliates ("Government Affiliates") with an online employee recruiting service known as Reserved Job Postings a/k/a Onsite Flexible Postings ("Reserved Job Postings") consisting of (i) pre-defined job posting content for each of the job titles designated under Government's Master Contract with Monster ("Designated Job Titles"); (ii) Reserved Job Postings Job Ad ("Reserved Job Ads") for each of the Designated Job Titles (provided the number of Government or Government Affiliate's Reserved Job Ads at any one time do not exceed number of Reserved Job Postings purchased); and (iii)





Monster's online service for automated Reserved Job Postings. Reserved Job Postings provide Government or Government Affiliates with the ability to activate or deactivate Reserved Job Ads at any time during the Term within Monster renewal guidelines. Reserved Job Ads are available for the Designated Job Titles set forth in Government's Master Contract with Monster and may be posted to a single Monster.com Job Category and single Monster.com Ad Location. Each Reserved Job Posting may include the ability to simultaneously post a Reserved Job Ad on both Monster.com and FastWeb.com solely if such simultaneous posting is included in Government's Master Contract with Monster. Reserved Job Ads on Monster.com run for thirty (30) days and those on FastWeb.com have a run of 14 days and do not include targeted e-mails. Reserved Job Ads may be re-posted at the end of thirty (30) days. Reserved Job Ads can be expired at any time during the Term and replaced with a different Reserved Job Ad as approved by Government in the Master Contract (for example, a different combination of Job Title, Category, and Ad Location) at any time during the Term within Monster renewal guidelines. Reserved Job Ads can be renewed at any time during the Term, provided that (x) once a Reserved Job Ad has been manually expired, the same Reserved Job Postings job title cannot be activated or renewed to the same category and location combination for at least 24 hours and (y) each Reserved Job Ad shall be automatically de-activated thirty (30) days from activation unless Government or Government's Affiliates manually deactivate the Reserved Job Ad sooner, or unless other renewal arrangements have been made as specified in the Master Contract or Government Agreement. All Reserved Job Postings and Reserved Job Ads will expire and will be automatically deactivated upon termination or expiration of this Agreement or of the Master Contract.

(c) Resume Access Package. If set forth in the Quote, the Monster.com, FastWeb.com and MonsterTRAK.com resume databases (each a "Resume Database"), are private databases for use by individual users under the direct control of Government ("Resume Users"). Each Resume Database access license ("Monster Resume Database License") represents a single Resume User license and each license allows a single Resume User to access the Resume Database set forth in the Quote through one unique password based on the terms of the resume access package identified in the Quote (each a "Resume Access Package"). Resume Access Packages vary according to (i) the Resume Database accessed; (ii) the maximum number of resume views permitted during the period of access to the Resume Database ("Access Period"), and (iii) the geographic segment(s) of the Resume Database accessible by a Resume User. Unless otherwise set forth in the Quote, each Monster Resume Database License will include twenty thousand (20,000) Resume Views. A Resume View occurs in a number of instances, including when as a result of a Resume User's search of a Resume Database, a resume is either opened and closed or is opened and moved to a folder. If Government (including any of Government's employees or agents) is found to share passwords to any Resume Database or private area of any Site with any non-licensed user, such sharing will be a breach of this Agreement and Monster shall have the remedies set forth in Section 2. For purposes of this Agreement, recruitment agencies, staffing agencies, advertising agencies and all other agencies (other than Government, if applicable) cannot be licensed Resume Users. Government agrees to notify Monster promptly after the departure of any person to whom a password was provided and Monster reserves the right to cancel such password and issue a replacement password. Monster reserves the right to periodically change issued passwords. The Resume Database License may not be used to send unsolicited mail or e-mail, make unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of Government's or a third party's products or services. The Resume Database License may also not be used to source candidates or to contact job seekers or resume holders, in regards to any home-based business opportunities, fee-based business opportunities or franchise opportunities. If it is determined that additional users (other than named Resume Database license holders) are accessing the Resume Database, the Government will be billed in accordance with the terms hereof, at Monster's then prevailing price for such Resume Database Access.

(d) Career Site Hosting. If set forth in the Quote, Monster will design, host and create, at Government's expense, a customized career operating system site for the Government (the "Hosted Career Site"), using information and content available from, and certain technology used in connection with, Monster. The parties will mutually agree to the specifications, including the look and feel, for the Hosted Career Site ("Specifications"). Monster will host and maintain the Hosted Career Site from server(s) located on Monster's premises or the premises of Monster's third party website host(s). Government will place a link to the Hosted Career Site from the Government web site, the form and placement of which shall be mutually acceptable to the parties. Monster shall provide substantially all content for the Hosted Career Site, except for such Government content ("Government Content") to be incorporated into the Hosted Career Site and mutually agreeable to the parties. Any changes to the Specifications after the Effective Date must be mutually agreed to in writing by the parties. Government must adopt and enforce a privacy policy (the "Government Privacy Policy") concerning the User Data (as defined below) that is at least as restrictive as the privacy policy used by Monster (the "Monster Privacy Policy"), as it may be amended from time to time. As used herein, "User Data" means any and all data and information concerning any person who accesses the Hosted Career Site (each such person, a "User"), including without limitation all User-identifying information (e.g., name, email address, mail address, and the like information), collected during any registration process on the Government site (inclusive of the Hosted Career Site), demographic and psychographic data and other forms of aggregated data and information concerning Users. The parties agree





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that all User Data is and will remain the joint property of each of Government and Monster. Notwithstanding the foregoing, neither party shall have any obligation to account to the other for profits earned from use of the User Data. Government acknowledges that the legend below describes how User Data will be collected and hosted by Monster, and Government acknowledges that such disclaimer will at all times appear on the Hosted Career Site or in the Government's Privacy Policy in a location and of a size as is agreed between Government and Monster:

"The [careers]/[employment]/[jobs] portion of this website is powered by Monster. When you submit registration information and/or your resume, your information and your resume are hosted on a segregated area of Monster's servers. If you apply for a job or elect to activate your resume at this website, [NAME OF GOVERNMENT ENTITY] will be able to view your information and your resume, but no one else will be able to view them. In the future, when you visit Monster's website or another website whose careers area is powered by Monster, you may be invited to activate your resume there as well. Only those web sites on which you activate your resume will be able to view your information and your resume. Moreover, if you activate your resume on Monster's website, such activation will be treated as if you had originally registered with Monster and posted your resume in its searchable database for viewing and downloading by Monster's employer and agency clients. In such case, Monster's handling of your registration information and your resume will be subject to Monster's Privacy Statement, which can be found at <http://about.monster.com/privacy/>."

(e) Talent Management Suite. If set forth in the Quote, Monster shall provide Monster's Talent Management Suite ("TMS") of services. TMS includes a Hosted Career Site, segregated Resume Database, and EEO reporting. If set forth in the Quote, depending on the "Level" of services purchased by Government, the TMS may also include an Applicant Tracking System powered by Monster's partner HRsmart, Inc., an intranet site, employee referral tools, "on-boarding" functionality, an offer management solution and a vendor module.

(f) Diversity Products. If set forth in the Quote, Monster shall sell the following diversity recruitment Services to Government provided in conjunction with Community Connect Inc. ("CCI") or Diversity Advertiser: (i) Diversity Job Postings. If set forth in the Quote, and if Government has first purchased Job Postings, Monster will permit Government to "mirror" all of its Job Postings with a simultaneous job posting to run for an identical term on (1) the Monster Diversity site, currently located at <http://diversity.monster.com>, (2) the applicable sections of those CCI web sites known as AsianAvenue.com, BlackPlanet.com and MiGente.com (the "CCI Sites") and the (3) related alliance sites (collectively, the "Diversity Job Postings"). The terms and conditions set forth in Section 4(a) for Job Postings shall also apply to Diversity Job Postings; (ii) Diversity Resume Database. If set forth in the Quote, and if Government has purchased a Resume Database License for Monster.com, Monster will permit Government to purchase a Diversity Resume Database Access License ("Diversity License"), which is a license solely to access the applicable Resume Database for Monster.com and the applicable resume databases for the CCI Site or Diversity Advertiser Site' during the term set forth in the Quote. Each Diversity License represents a single Resume User license and each license allows a single Resume User solely to access the Resume Database for Monster.com, the Resume Database for the CCI Sites, and the Resume Database for Diversity Advertiser Sites through one unique password. The search results generated will include applicable resumes from Monster.com, the Monster.com Diversity site and the CCI or Diversity Advertiser Sites in one listing. The terms and conditions set forth in Section 4(c) for Monster Resume Database Licenses shall also apply to Diversity Licenses; and (iii) Diversity Advertising. If set forth in the Quote, Monster, CCI or Diversity Advertiser shall provide Advertisements pursuant to Section 4(g) below.

(g) Advertisements. If set forth in the Quote, Monster, its Affiliate Sites, CCI and Diversity Advertiser shall provide advertisements, sponsorships, buttons and banners ("Advertisements") in accordance with the terms of this Agreement and the following additional terms and conditions. Except as expressly provided in the Quote, positioning of Advertisements is within the sole discretion of Monster or CCI or Diversity Advertiser. Government acknowledges that Monster and/or CCI and/or Diversity Advertiser has made no guarantees with respect to usage statistics or levels of impressions for any Advertisement. Government will provide all materials for the advertisement in accordance with Monster, CCI and Diversity Advertiser policies in effect from time to time. All contents of Government Advertisements are subject to Monster, CCI and/or Diversity Advertiser's sole approval. Monster, CCI and Diversity Advertiser reserve the right in their sole discretion to reject or cancel any Advertisement, space reservation or position commitment at any time. In addition, Monster and/or CCI and/or Diversity Advertiser (a) may, in its sole discretion, reject any URL link embodied within any Advertisement and (b) reserves the right to reject or terminate the display of an Advertisement if it fails to conform to applicable laws and regulations, Monster's, CCI's, or Diversity Advertiser's policies, or the public interest. Monster, CCI or Diversity Advertiser may reject or remove an Advertisement for an advertised site which is not functional or which Monster, CCI or Diversity Advertiser deems unsuitable for linking to the Site. If Monster, CCI or Diversity Advertiser fails to publish an Advertisement in accordance with the Quote



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agreed upon pursuant to this Agreement (or in the event of any other failure, technical or otherwise, of such Advertisement to appear as provided in such Quote), including any failure to deliver an agreed upon number of impressions within a particular time-frame, Monster's CCI's or Diversity Advertiser's sole liability to Government will be limited to, at Monster's, CCI's or Diversity Advertiser's option, either a refund of the advertising portion of the fee relating thereto or placement of the advertisement at a later time in a comparable position. Notwithstanding the aforesaid, any consent required in connection with any CCI or Diversity Advertiser Site shall be at CCI's or Diversity Advertiser's sole discretion.

(h) **EZHire Services.** If EZHire services are set forth in the Quote, a Monster Government service representative will promptly contact Government (generally within one (1) business day) to coordinate the retrieval of Government information via a questionnaire. EZHire services include a Monster Job Posting written and posted by Monster ("Job Posting Creation") with a scheduled run of seven (7) days and Resume Database searching conducted by Monster based on information provided by Government. Monster will endeavor to provide Government with a minimum of fifteen (15) candidates ("Candidates") from database searching or responses to the job posting within one (1) week after receipt of a completed questionnaire. Government acknowledges that Monster will not screen any Candidates for interest in Government's position. With respect to Job Posting Creation, additional charges may apply for multiple Government users and/or additional services beyond the scope of basic Job Posting Creation services. In the event that additional charges for Job Posting Creation would apply based on the results of Government's questionnaire, Monster shall notify Government, and Government may cancel its order for Job Posting Creation without penalty prior to incurring any costs for Job Posting Creation services. Notwithstanding anything to the contrary set forth in this Agreement, in the Quote or in any written or oral statement made by Monster or any representative of Monster, Monster makes no representations or warranties with respect to the results of the EZHire services (*i.e.*, that the EZHire services will result in qualified job applicants or prospects, or will result in an actual hire of a qualified individual).

6. Ownership; Licenses. (a) Subject to the next sentence, the contents of Monster.com, the Affiliate Sites, CCI Sites and Diversity Advertiser Sites (including without limitation all Job Postings, Reserved Job Postings, Diversity Job Postings and all resumes), and all elements which are a part of or incorporated in (or constitute a collection or compilation of) any of the foregoing, and all intellectual and other proprietary rights therein, including without limitation trademark, servicemark, copyright, patent and mask work rights, are and shall at all times remain the property of Monster, CCI or Diversity Advertiser, as the case may be. Notwithstanding the prior sentence, as between Monster and Government, any Monster Job Postings, Reserved Job Postings, Diversity Job Postings placed by Government on Monster.com, any Affiliate Site or any CCI Site or any Diversity Advertiser Site and Government Content incorporated into the Hosted Career Site, and all elements which are a part of or incorporated in any of the foregoing, and all intellectual and other proprietary rights therein, including without limitation trademark, servicemark, copyright, patent and mask work rights, except to the extent containing or incorporating material in the public domain or preexisting materials of Monster, CCI or Diversity Advertiser, as the case may be, are and shall at all times remain Government's property. Any license to any resume database granted hereunder does not provide any interest, ownership or right over any intellectual property of Monster, its affiliates, CCI or Diversity Advertiser. Notwithstanding the foregoing, Government shall use all products, Services and User Data purchased hereunder solely for its own internal business purposes and shall not resell or transfer to any third party any product, Service or User Data provided by Monster to Government hereunder.

(b) During the Term, Monster hereby grants to Government a non-exclusive, royalty-free license to use Monster's logos, tradenames and trademarks (collectively, the "Monster Marks"), but such license shall be solely for the purpose of (i) marketing, advertising and promoting Monster, Monster.com, and the Hosted Career Site, and (ii) fulfilling Government's additional marketing or promotional obligations set forth in the Quote and herein. Government shall not use the Monster Marks without Monster's prior review and written consent. Government shall submit to Monster for its prior written approval all press releases, public statements, marketing and advertising materials (i) referencing this Agreement, or (ii) involving the use of Monster's Marks. All rights in the Monster Marks not specifically granted to Government hereunder are retained by Monster. Government shall not by virtue of this Agreement obtain or claim any right, title or interest in or to Monster's Marks, except the right of use specified herein, and the parties hereby acknowledge and agree that all such use shall inure to the benefit of the Monster. All rights conferred on Government pursuant to this section shall terminate upon the expiration or termination of this Agreement. For the sake of clarity, Government hereby acknowledges and agrees that CCI or Diversity Advertiser has not granted Government a license of any form other than as expressly stated and for use as described in Section 4.

7. Terms of Use. Government acknowledges that it and its employees and agents must comply with the terms of use of Monster.com, each Affiliate Site, each CCI Site and each Diversity Advertiser Site on which its content is published. To the extent





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there is any inconsistency between any accessed site's terms of use described above in this paragraph and the terms of this Agreement, the terms of this Agreement will control.

8. Limited Monster, CCI and Diversity Advertiser Warranties. (I) MONSTER WARRANTS THAT MONSTER.COM AND THE OTHER AFFILIATE SITES SPECIFIED IN THE QUOTE WILL, SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, BE GENERALLY AVAILABLE TO GOVERNMENT, EXCEPT FOR UNAVAILABILITY WHICH MAY RESULT FROM (A) INSUFFICIENT OR INADEQUATE GOVERNMENT BANDWIDTH OR TECHNOLOGY, (B) GENERAL INTERNET BROWN-OUTS, BLACK-OUTS AND SLOWDOWNS, (C) FAILURE OF MONSTER'S PROVIDERS TO PROVIDE SUFFICIENT SERVICE, (D) BRINGDOWNS IN THE ORDINARY COURSE THAT ARE NECESSARY TO MAINTAIN, UPDATE OR REFRESH MONSTER.COM OR ANY OTHER SITE, (E) ANY "HACKING" OR "DENIAL OF SERVICE" ACTIVITY BY A THIRD PARTY AND (F) ANY OTHER REASON BEYOND MONSTER'S REASONABLE CONTROL.

(II) CCI AND DIVERSITY ADVERTISER WARRANT THAT THE CCI SITES AND DIVERSITY ADVERTISER SITES WILL, SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, BE GENERALLY AVAILABLE TO GOVERNMENT, EXCEPT FOR UNAVAILABILITY WHICH MAY RESULT FROM (A) INSUFFICIENT OR INADEQUATE GOVERNMENT BANDWIDTH OR TECHNOLOGY, (B) GENERAL INTERNET BROWN-OUTS, BLACK-OUTS AND SLOWDOWNS, (C) FAILURE OF CCI OR DIVERSITY ADVERTISER'S UTILITY AND INTERNET PROVIDERS TO PROVIDE SUFFICIENT SERVICE, (D) BRINGDOWNS IN THE ORDINARY COURSE THAT ARE REASONABLY NECESSARY TO MAINTAIN, UPDATE OR REFRESH THE CCI OR DIVERSITY ADVERTISER SITE, (E) ANY "HACKING", "DENIAL OF SERVICE" OR SIMILAR VIRUS RELATED ACTIVITY BY A THIRD PARTY AND (F) ANY OTHER REASON BEYOND CCI OR DIVERSITY ADVERTISER'S REASONABLE CONTROL INCLUDING DAMAGES FROM ERRORS, LOSS OF DATA, OMISSIONS OR CORRUPTION.

(III) EXCEPT AS AFORESAID OR AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER MONSTER NOR CCI NOR DIVERSITY ADVERTISER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT WITH RESPECT TO MONSTER.COM, ANY AFFILIATE SITE, ANY PRODUCTS OR SERVICES PURCHASED HERUNDER, ANY CCI SITE OR DIVERSITY ADVERTISER SITE OR THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF ANY OF THE FOREGOING.

9. Government Representation and Warranty. Government represents and warrants that (i) it is the sole owner of its respective web site(s), names, logos, trademarks, service marks, domain names, copyrightable content and the intellectual property rights embodied in any of the foregoing and (ii) it has the right to publish any content on the Site without infringement of any rights (including without limitation copyright, trademark, other intellectual property rights, publicity rights and privacy rights) of any third party or violation of any applicable laws, rules or regulations and (iii) any material that it provides to the Site will not infringe on any rights (including without limitation copyright, trademark, other intellectual property rights, publicity rights and privacy rights) of any third party or violation of any applicable laws, rules or regulations.

11. Navigation/Search Engines; No Modification. Notwithstanding anything to the contrary contained herein, Government shall not use and shall cause each party under Government's control (including but not limited to its Resume Users) not to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, avatars or intelligent agents) to navigate or search Monster.com, any Affiliate Site or any CCI or Diversity Advertising Site other than the search engine and search agents available from Monster, CCI or Diversity Advertiser as the case may be, except for generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer). Government shall not and shall cause each party under Government's control (including but not limited to its Resume Users) not to, decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of Monster.com, any Affiliate Site, any CCI Site or any Diversity Advertiser Site.

12. Miscellaneous. Each party agrees with respect to its use of or provision of the Services, as the case may be, to comply with all applicable local, national and international laws, including but not limited to laws relating to labor and employment (including without limitation the U.S. Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures), data privacy, data access and use, and intellectual property. Without limiting the foregoing, Government agrees to comply with all laws relating to equal employment opportunity and employment eligibility requirements and acknowledge that Job Postings, Reserved Job Postings and Diversity Job Postings may not require U.S. citizenship or lawful permanent residence in the U.S. as a condition of employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state or local government contract. Each party to this Agreement shall be acting as an independent contractor, and nothing herein shall be construed to create a partnership, joint venture or any type of agency relationship between Monster, CCI, Diversity Advertiser and Government or any of Government's employees or agents. CCI is a third party beneficiary of this



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Agreement with full rights (a) of protection afforded to Monster hereunder and (b) to enforce it against Government. The terms of Sections 2, 3 and 5 through 12, inclusive shall survive any expiration or termination of this Agreement.





Appendix B - Service Level Agreement, Job Postings, Resume Access



SERVICE LEVEL AGREEMENT

For

This Service Level Agreement applies to Monster Job Postings, Reserved Job Postings, SmartFind Resume Database (Resume Access), Advertising, Career Site Hosting, and Diversity Products





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This Service Level agreement (“SLA”) is an exhibit to the State Term Contract between Monster Inc. (hereinafter referred to as “Monster”) of 5 Clock Tower Place, Maynard, MA 01754, and the State of Ohio (hereinafter referred to as “Customer”).

This SLA describes some additional terms and conditions under which Monster will provide service as described in the STS Contract (collective referred to as “the Services”) between Monster and Customer. The objective is to provide a basis and framework for the delivery of high quality Services that meet the needs of the Customer.

1. SCOPE OF WORK

Customized Services

Customized services to be delivered under this SLA, if any, are as listed, described and specified in Schedule A to this SLA.

Service Availability

Monster.com will be generally available to Customer 98.5% of the time during each calendar month during the term of the Membership Agreement, except of unavailability which may result from (i) insufficient or inadequate customer bandwidth or technology, (ii) general internet brown-outs, black-outs or slow-downs, (iii) failure of Monster’s providers to provide sufficient service, (iv) bringdowns in the ordinary course that are necessary to maintain, update or refresh Monster.com or any other Monster Website, (v) any “hacking” or “denial of service” activity by a third party and (vi) any other reason beyond Monster’s reasonable control.

Changes to Services

Either party may propose changes to the scope, nature or time schedule of the Services being performed under this SLA. The parties must mutually agree to any proposed changes, including adjustments to fees and expenses as a result of any changes to the Services. All changes must be approved in writing by both parties.

Customer delays to Services





Monster will be entitled to an adjustment to any penalties or refunds due in respect of inadequate performance if Monster is prevented from performing specific Services for any reasons which are caused by the Customer's actions, omissions or failure to act or respond.

2. PERFORMANCE, TRACKING AND REPORTING

Key Personnel Changes

Key personnel are not required to be specifically named within this SLA but Monster will reasonably notify the Customer in advance of changes to any key personnel that could reasonably be expected to affect the delivery of the Services to the Customer.

How Monster.com service will be monitored

Monster will provide a service report to Customer on a quarterly basis. The report will include information regarding the availability of the Monster.com site under the terms of Section 1.2 of this SLA.

Service Review Meetings

Service Review meetings will be held on a quarterly basis at the Customer's offices or by teleconference at Monster's election. The issues to be covered will include (if and only as applicable):

- Service performance levels
- Support performance level
- Installation performance
- Equipment issues
- System issues
- Compensation issues
- Administrative issues
- Security issues
- Changes proposed

3. PROBLEM MANAGEMENT





Support and Help Desk Services

Monster will provide ongoing Customer Service assistance to the Customer to support the Services provides. The Help Desk services, hours and phone numbers are as follows:

1. In the event that Customer needs to contact Monster for a problem request, it will call its Customer Service Representative (CSR) or the Monster Technology Help Desk.
 - a. Please direct calls to your CSR, _____, at _____ or 1-800-MONSTER Ext. _____. Standard available hours of the CSR: M-F 9:00 EST – 8:00 EST.
 - b. If your CSR is not available or during non-standard hours (evenings and weekends), please contact the Monster Technology Help Desk at 1-800-MONSTER Ext. 4357 (prompt 3). During certain times of the day, the calls to the Monster Technology Help Desk will be transferred to the Monster Network Operations Center.

Problem Definition

The following standard problem definitions will apply to the services provided under the terms of this SLA.

Problem Priority	Status	Impact
Severity 1	Critical	Customer's business is severely impacted by the problem, i.e. - Customer cannot access any resumes.
Severity 2	Important	Customer's business is impacted but not in mission critical manner, i.e. a portion of the data in resumes is unavailable.
Severity 3	Low	Customer's business is not significantly impact. System is





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	functional but defect does exist which should be eventually be corrected.
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Response Time

Customer agrees that the response time below is dependent on a representative of Customer speaking to one of (i) its CSR, (ii) the Monster Technology Help Desk or the (ii) the Monster Network Operations Center. Customer agrees that leaving a voicemail with its CSR is not considered notification of a problem for purposes of Response Time herein.

- A. Severity Level 1: Monster will provide initial response communications within 1 hour
 - 1. Updates every 4 hours, or sooner if available, during the business day.
- B. Severity Level 2: Monster will provide initial response communications within 1 hour
 - 1. Updates no less than every 2 business days after the problem has been reported.
- C. Severity Level 3: Monster will provide initial response communications within 1 hour
 - 1. Updates no less than every two weeks.

Problem Escalation

To ensure that the Customer receives management attention on unresolved issues, Monster operates a problem escalation procedure in order that any unresolved problems are notified to Monster’s operational and management personnel on a priority basis, dependent upon the severity of the problem. This escalation process is as follows:

- a. The CSR will provide first line support and escalate to the Monster Technology Help Desk all other problem requests.
- b. The Help Desk will maintain contact with the appropriate Development Resources and Customer Service personnel until the problem has been resolved.





4. CUSTOMER DUTIES AND RESPONSIBILITIES

Customer personnel, facilities and resources

The Customer will ensure Monster has timely access to appropriate Customer personnel and, if necessary, will arrange for Monster personnel to have suitable and safe access to the Customer's facilities and/or systems. The Customer will also provide suitable associated resources for Monster personnel including all necessary computing and support resources.

Approvals and Information

The Customer will respond promptly to any Monster requests to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Monster to perform the services.

5. WARRANTIES

5.1 Quality of Service

Monster warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such services. If the Customer considers that a breach of this warranty has occurred and notifies Monster in writing stating the nature of the breach, then Monster will be required to respond to such request of breach within a reasonable period.

5.2 Exclusions

Monster is not responsible for any infringements to third party copyrights, patents or trade secrets where the Customer has made amendments to original documents and similar works prepared by Monster without the prior express written approval of Monster, or where the Customer fails to use the most recent versions of such works that have been delivered by Monster.

5.3





5.4

6. SECURITY

6.1 Physical Access

The Customer is to ensure that Monster's employees and sub-contractors are given reasonable authorized access to premises and equipment in order that the Services may be delivered and maintained in accordance with the terms of this SLA.

6.2 Logical Access

The Customer is to ensure that Monster's employees and sub-contractors are given necessary access to Customer's software and computer systems in order that the Services may be delivered and maintained in accordance with the terms of this SLA.

6.3 Compliance with Customer Facility Security Policies

When employees or sub-contractors of Monster are within the Customer environment, Monster will ensure that its applicable employees are made aware of the State's security policies and will also use commercially reasonable efforts to ensure ongoing compliance with these policies. The Customer will provide Monster with up to date information on its security policies and will keep Monster informed about any changes to these policies.

6.4 Information and data security measures

Monster will manage information and data security with commercially reasonable efforts to restrict unauthorized access. Monster will make commercially reasonable efforts to ensure that it employees and representatives are fully aware of the risks associated with information and data security issues.

6.5 Disaster recovery





Monster will ensure that information and data under its responsibility is properly backed up on a daily basis and also that arrangements are made for recovery processes to be installed to minimize any potential disruption to the Customer's business. Monster will use commercially reasonable efforts to ensure that proper measures are in place to enable continuation of services in the event of unexpected disruptive events.

6.6 Encryption

Monster will utilize Secure Socket Layer (SSL) encryption technology in the electronic transmission of data to protect private Customer information from access by unauthorized users.

7. GENERAL

7.1 Term

The Term of this SLA shall be coterminous with the STS Contract. Any expiration or termination of the Membership Agreement will result in the expiration or termination of this SLA.

7.2 Notices

Notices required under this SLA are to be sent to the address and persons specified in schedule C to this SLA, in accordance with such Schedule C.

7.3 Exhibits

The Schedules referred to in, and attached to, this document are to be considered an integral part of this SLA and are incorporated herein by reference.

<p style="text-align: center;">SCHEDULE A – CUSTOMIZED SERVICES TO BE PROVIDED</p>





To be negotiated with ordering agency.

SCHEDULE B – REMEDIES FOR BREACH OF SERVICE LEVELS

This Schedule B provides information on any remedies that may be available in case of Monster's breach of specified service levels on Services deliverable under the terms of the Membership Agreement and this SLA.

Remedies for Breach of the SLA

- a. **Problem Requests.** Customer will submit problem requests to Monster through its CSR or the Monster Technology Help Desk in accordance with Section 3 above. Customer will: (i) provide a description of the problem (including the associated impact to the Customer Personnel or the Users); (ii) the circumstances under which the problem occurred; and (iii) where applicable, the name of the job seeker experiencing the problem or specific examples. The parties will, at such time, jointly determine the Severity Level associated with the failure. Monster will resolve such failures in accordance with the Service Levels and procedures set forth in this SLA.
- b. **Service Level Credits.** Upon an uncured material breach by Monster of a service level commitment in this SLA, Customer shall be eligible for Service Level Credits as follows:
 - i. **Availability** – for each uncured material breach of the Availability Service Level, Monster will credit customer with two (2) additional days of services added to the Term at no charge.





Government Solutions

- ii. Response Times – for each uncured material breach of the Response Time Service Level, Monster will credit customer with two (2) additional days of services to be added to the Term at no charge.



Exhibit II

Government Services Agreement for Monster Job Postings, Reserved Job Postings, SmartFind Resume Database, Advertising, Career Site Hosting, and Diversity Products

- 1. Agreement.** This agreement, including any exhibits, schedules and attachments (collectively the "Agreement"), is between the government agency or municipality signing this agreement ("Government") and Monster, Inc. ("Monster"). Monster operates internet-based interactive job posting and search service/career destination portals on (i) Monster.com, (ii) international "Monster" branded or owned sites (e.g., Monster.co.uk), (iii) FastWeb.com, (iv) Military.com, (v) Tickle.com, and (vi) MonsterTRAK.com (collectively, the "Affiliate Sites"). This Agreement contains terms and conditions applicable to the products and services ("Services") provided by Monster to Government and described in the quote attached hereto as Exhibit A ("Quote"). The Quote is subject to the terms and conditions of the Agreement and is made a part of this Agreement. Government shall use all Services provided hereunder solely for its own internal business purposes and shall not resell or transfer to any third party any Service.
- 2. Term and Termination.** The term ("Term") of this Agreement will begin on the date a fully executed copy of the Agreement is received from Government (the "Effective Date"), and will end upon (i) the expiration of one year from the Effective Date, or (ii) the expiration of the latest duration set forth in the Quote. This Agreement may not be terminated by either party, except as specifically stated in this Agreement. If Government breaches any provision of this Agreement, Monster may immediately suspend all Government passwords and access codes until the breach is cured and if applicable, immediately remove any violative Advertisements, Job Postings, Reserved Job Postings or Diversity Job Postings as defined below. If Government's breach is capable of being cured, Government will have ten (10) days to cure such breach to Monster's reasonable satisfaction in order to have passwords and access codes restored. If Government's breach is incapable of being cured or is not cured by Government within the ten (10) day period, Monster may: (a) terminate this Agreement and/or (b) pursue all other available remedies to enforce this Agreement and obtain payment of Fees (as defined below) due. Government may terminate this Agreement if Monster materially breaches this Agreement which breach is not cured within ten (10) days of notice thereof. .
- 3. Payment.** Invoices submitted by Monster and not rejected by the Government within three (3) business days of receipt by the Government shall be deemed "proper" invoices. All amounts payable by Government for the Services ("Fees") are due either immediately in full by credit card or within thirty (30) days after delivery of the Monster proper invoice without deduction or setoff. Proper invoices not paid within thirty (30) days shall be subject to the interest and penalty provisions of the Prompt Payment clause at FAR 52.232-25. Fees paid for Services are non-refundable except in the case of Monster's uncured material breach, in which case Monster will refund to Customer pre-paid amounts for services not rendered as of the date of such termination. Any discounts to the standard rate card are only applicable to Services purchased pursuant to this Agreement during the initial Term.
- 4. Services.** (a) Standard Job Postings. If set forth in the Quote, Monster will permit Government to post jobs on Monster.com and, if set forth in the Quote, on the other Affiliate Sites ("Job Postings") specifically identified in the Quote in accordance with the terms of this Agreement and each Affiliate Site's terms of use. Each Job Posting may include only one (1) job description in one (1) location and one (1) job category. In the event that Government or any of Government's Job Postings is the subject of a criminal investigation, such Job Postings will be immediately disabled. Except as otherwise specifically provided in the Quote, Job Postings purchased hereunder (i) have a scheduled run of 60 days, other than those on MonsterTRAK.com which have a scheduled run of 28 days for full-time positions and Monster / FastWeb.com part-time which shall have a scheduled run of 14 days, and (ii) must be posted during the Term, after which all Job Postings purchased hereunder expire. The terms and conditions of this Agreement shall apply to all Job Postings posted hereunder for the duration of their scheduled run. Any (1) re-activation of a deleted or expired job posting, (2) refreshing or renewing of any job posting, (3) change in the site (Monster, MonsterTRAK, etc.) where a job has been



posted via FTP/BGW, (4) change in the reference code of a job, or (5) change in location where a job is based (including a change of City/Town), constitutes use of an additional Job Posting.

(b) Reserved Job Postings (a/k/a OnSite Flexible Job Postings). If set forth in the Quote, and if Government has entered into a separate contract with Monster regarding the sale of Reserved Job Postings (a "Master Contract"), Monster will provide each Government or Government's franchisees or affiliates ("Government Affiliates") with an online employee recruiting service known as Reserved Job Postings a/k/a Onsite Flexible Postings ("Reserved Job Postings") consisting of (i) pre-defined job posting content for each of the job titles designated under Government's Master Contract with Monster ("Designated Job Titles"); (ii) Reserved Job Postings Job Ad ("Reserved Job Ads") for each of the Designated Job Titles (provided the number of Government or Government Affiliate's Reserved Job Ads at any one time do not exceed number of Reserved Job Postings purchased); and (iii) Monster's online service for automated Reserved Job Postings. Reserved Job Postings provide Government or Government Affiliates with the ability to activate or deactivate Reserved Job Ads at any time during the Term within Monster renewal guidelines. Reserved Job Ads are available for the Designated Job Titles set forth in Government's Master Contract with Monster and may be posted to a single Monster.com Job Category and single Monster.com Ad Location. Each Reserved Job Posting may include the ability to simultaneously post a Reserved Job Ad on both Monster.com and FastWeb.com solely if such simultaneous posting is included in Government's Master Contract with Monster. Reserved Job Ads on Monster.com run for thirty (30) days and those on FastWeb.com have a run of 14 days and do not include targeted e-mails. Reserved Job Ads may be re-posted at the end of thirty (30) days. Reserved Job Ads can be expired at any time during the Term and replaced with a different Reserved Job Ad as approved by Government in the Master Contract (for example, a different combination of Job Title, Category, and Ad Location) at any time during the Term within Monster renewal guidelines. Reserved Job Ads can be renewed at any time during the Term, provided that (x) once a Reserved Job Ad has been manually expired, the same Reserved Job Postings job title cannot be activated or renewed to the same category and location combination for at least 24 hours and (y) each Reserved Job Ad shall be automatically de-activated thirty (30) days from activation unless Government or Government's Affiliates manually deactivate the Reserved Job Ad sooner, or unless other renewal arrangements have been made as specified in the Master Contract or Government Agreement. All Reserved Job Postings and Reserved Job Ads will expire and will be automatically deactivated upon termination or expiration of this Agreement or of the Master Contract.

(c) Resume Access Package. If set forth in the Quote, the Monster.com, FastWeb.com and MonsterTRAK.com resume databases (each a "Resume Database"), are private databases for use by individual users under the direct control of Government ("Resume Users"). Each Resume Database access license ("Monster Resume Database License") represents a single Resume User license and each license allows a single Resume User to access the Resume Database set forth in the Quote through one unique password based on the terms of the resume access package identified in the Quote (each a "Resume Access Package"). Resume Access Packages vary according to (i) the Resume Database accessed; (ii) the maximum number of resume views permitted during the period of access to the Resume Database ("Access Period"), and (iii) the geographic segment(s) of the Resume Database accessible by a Resume User. Unless otherwise set forth in the Quote, each Monster Resume Database License will include twenty thousand (20,000) Resume Views. A Resume View occurs in a number of instances, including when as a result of a Resume User's search of a Resume Database, a resume is either opened and closed or is opened and moved to a folder. If Government (including any of Government's employees or agents) is found to share passwords to any Resume Database or private area of any Site with any non-licensed user, such sharing will be a breach of this Agreement and Monster shall have the remedies set forth in Section 2. For purposes of this Agreement, recruitment agencies, staffing agencies, advertising agencies and all other agencies (other than Government, if applicable) cannot be licensed Resume Users. Government agrees to notify Monster promptly after the departure of any person to whom a password was provided and Monster reserves the right to cancel such password and issue a replacement password. Monster reserves the right to periodically change



issued passwords. The Resume Database License may not be used to send unsolicited mail or e-mail, make unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of Government's or a third party's products or services. The Resume Database License may also not be used to source candidates or to contact job seekers or resume holders, in regards to any home-based business opportunities, fee-based business opportunities or franchise opportunities. If it is determined that additional users (other than named Resume Database license holders) are accessing the Resume Database, the Government will be billed in accordance with the terms hereof, at Monster's then prevailing price for such Resume Database Access.

(d) Career Site Hosting. If set forth in the Quote, Monster will design, host and create, at Government's expense, a customized career operating system site for the Government (the "Hosted Career Site"), using information and content available from, and certain technology used in connection with, Monster. The parties will mutually agree to the specifications, including the look and feel, for the Hosted Career Site ("Specifications"). Monster will host and maintain the Hosted Career Site from server(s) located on Monster's premises or the premises of Monster's third party website host(s). Government will place a link to the Hosted Career Site from the Government web site, the form and placement of which shall be mutually acceptable to the parties. Monster shall provide substantially all content for the Hosted Career Site, except for such Government content ("Government Content") to be incorporated into the Hosted Career Site and mutually agreeable to the parties. Any changes to the Specifications after the Effective Date must be mutually agreed to in writing by the parties. Government must adopt and enforce a privacy policy (the "Government Privacy Policy") concerning the User Data (as defined below) that is at least as restrictive as the privacy policy used by Monster (the "Monster Privacy Policy"), as it may be amended from time to time. As used herein, "User Data" means any and all data and information concerning any person who accesses the Hosted Career Site (each such person, a "User"), including without limitation all User-identifying information (e.g., name, email address, mail address, and the like information), collected during any registration process on the Government site (inclusive of the Hosted Career Site), demographic and psychographic data and other forms of aggregated data and information concerning Users. The parties agree that all User Data is and will remain the joint property of each of Government and Monster. Notwithstanding the foregoing, neither party shall have any obligation to account to the other for profits earned from use of the User Data. Government acknowledges that the legend below describes how User Data will be collected and hosted by Monster, and Government acknowledges that such disclaimer will at all times appear on the Hosted Career Site or in the Government's Privacy Policy in a location and of a size as is agreed between Government and Monster:

"The [careers]/[employment]/[jobs] portion of this website is powered by Monster. When you submit registration information and/or your resume, your information and your resume are hosted on a segregated area of Monster's servers. If you apply for a job or elect to activate your resume at this website, [NAME OF GOVERNMENT] will be able to view your information and your resume, but no one else will be able to view them. In the future, when you visit Monster's website or another website whose careers area is powered by Monster, you may be invited to activate your resume there as well. Only those web sites on which you activate your resume will be able to view your information and your resume. Moreover, if you activate your resume on Monster's website, such activation will be treated as if you had originally registered with Monster and posted your resume in its searchable database for viewing and downloading by Monster's employer and agency clients. In such case, Monster's handling of your registration information and your resume will be subject to Monster's Privacy Statement, which can be found at <http://about.monster.com/privacy/>."

(e) Talent Management Suite. If set forth in the Quote, Monster shall provide Monster's Talent Management Suite ("TMS") of services. TMS includes a Hosted Career Site, segregated Resume Database, and EEO reporting. If set forth in the Quote, depending on the "Level" of services purchased by Government, the TMS may also include an Applicant Tracking System powered by Monster's



partner HRsmart, Inc., an intranet site, employee referral tools, “on-boarding” functionality, an offer management solution and a vendor module.

(f) Diversity Products. If set forth in the Quote, Monster shall sell the following diversity recruitment Services to Government provided in conjunction with Community Connect Inc. (“CCI”) or Diversity Advertiser: (i) Diversity Job Postings. If set forth in the Quote, and if Government has first purchased Job Postings, Monster will permit Government to “mirror” all of its Job Postings with a simultaneous job posting to run for an identical term on (1) the Monster Diversity site, currently located at <http://diversity.monster.com>, (2) the applicable sections of those CCI web sites known as AsianAvenue.com, BlackPlanet.com and MiGente.com (the “CCI Sites”) and the (3) related alliance sites (collectively, the “Diversity Job Postings”). The terms and conditions set forth in Section 4(a) for Job Postings shall also apply to Diversity Job Postings; (ii) Diversity Resume Database. If set forth in the Quote, and if Government has purchased a Resume Database License for Monster.com, Monster will permit Government to purchase a Diversity Resume Database Access License (“Diversity License”), which is a license solely to access the applicable Resume Database for Monster.com and the applicable resume databases for the CCI Site or Diversity Advertiser Site’ during the term set forth in the Quote. Each Diversity License represents a single Resume User license and each license allows a single Resume User solely to access the Resume Database for Monster.com, the Resume Database for the CCI Sites, and the Resume Database for Diversity Advertiser Sites through one unique password. The search results generated will include applicable resumes from Monster.com, the Monster.com Diversity site and the CCI or Diversity Advertiser Sites in one listing. The terms and conditions set forth in Section 4(c) for Monster Resume Database Licenses shall also apply to Diversity Licenses; and (iii) Diversity Advertising. If set forth in the Quote, Monster, CCI or Diversity Advertiser shall provide Advertisements pursuant to Section 4(g) below.

(g) Advertisements. If set forth in the Quote, Monster, its Affiliate Sites, CCI and Diversity Advertiser shall provide advertisements, sponsorships, buttons and banners (“Advertisements”) in accordance with the terms of this Agreement and the following additional terms and conditions. Except as expressly provided in the Quote, positioning of Advertisements is within the sole discretion of Monster or CCI or Diversity Advertiser. Government acknowledges that Monster and/or CCI and/or Diversity Advertiser has made no guarantees with respect to usage statistics or levels of impressions for any Advertisement. Government will provide all materials for the advertisement in accordance with Monster, CCI and Diversity Advertiser policies in effect from time to time. All contents of Government Advertisements are subject to Monster, CCI and/or Diversity Advertiser’s sole approval. Monster, CCI and Diversity Advertiser reserve the right in their sole discretion to reject or cancel any Advertisement, space reservation or position commitment at any time. In addition, Monster and/or CCI and/or Diversity Advertiser (a) may, in its sole discretion, reject any URL link embodied within any Advertisement and (b) reserves the right to reject or terminate the display of an Advertisement if it fails to conform to applicable laws and regulations, Monster’s, CCI’s, or Diversity Advertiser’s policies, or the public interest. Monster, CCI or Diversity Advertiser may reject or remove an Advertisement for an advertised site which is not functional or which Monster, CCI or Diversity Advertiser deems unsuitable for linking to the Site. If Monster, CCI or Diversity Advertiser fails to publish an Advertisement in accordance with the Quote agreed upon pursuant to this Agreement (or in the event of any other failure, technical or otherwise, of such Advertisement to appear as provided in such Quote), including any failure to deliver an agreed upon number of impressions within a particular time-frame, Monster’s CCI’s or Diversity Advertiser’s sole liability to Government will be limited to, at Monster’s, CCI’s or Diversity Advertiser’s option, either a refund of the advertising portion of the fee relating thereto or placement of the advertisement at a later time in a comparable position. Notwithstanding the aforesaid, any consent required in connection with any CCI or Diversity Advertiser Site shall be at CCI’s or Diversity Advertiser’s sole discretion.

(h) EZHire Services. If EZHire services are set forth in the Quote, a Monster Government service representative will promptly contact Government (generally within one (1) business day) to

Monster Government Solutions

Service Level Agreement - Monster Position Classification



coordinate the retrieval of Government information via a questionnaire. EZHire services include a Monster Job Posting written and posted by Monster ("Job Posting Creation") with a scheduled run of seven (7) days and Resume Database searching conducted by Monster based on information provided by Government. Monster will endeavor to provide Government with a minimum of fifteen (15) candidates ("Candidates") from database searching or responses to the job posting within one (1) week after receipt of a completed questionnaire. Government acknowledges that Monster will not screen any Candidates for interest in Government's position. With respect to Job Posting Creation, additional charges may apply for multiple Government users and/or additional services beyond the scope of basic Job Posting Creation services. In the event that additional charges for Job Posting Creation would apply based on the results of Government's questionnaire, Monster shall notify Government, and Government may cancel its order for Job Posting Creation without penalty prior to incurring any costs for Job Posting Creation services. Notwithstanding anything to the contrary set forth in this Agreement, in the Quote or in any written or oral statement made by Monster or any representative of Monster, Monster makes no representations or warranties with respect to the results of the EZHire services (*i.e.*, that the EZHire services will result in qualified job applicants or prospects, or will result in an actual hire of a qualified individual).

5. Confidentiality. Each party will keep the specific terms of this Agreement confidential and not disclose them to any third party (other than to its attorneys and accountants) without the other party's prior written consent, except as required by law. In addition, in connection with the negotiation and performance of this Agreement, a party (the "Receiving Party") may receive information of the other party (the "Disclosing Party") which is confidential or proprietary in nature, including without limitation confidential or proprietary information about a party's or its partner's products and services ("Confidential Information"). The Receiving Party agrees that, during the Term of this Agreement and for two (2) years thereafter, it will keep the Confidential Information in strictest confidence and, in addition, protect such Confidential Information by no less stringent security measures as it takes to protect its own Confidential Information, but by at least reasonable security measures. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement. The term "Confidential Information" shall not include any Job Postings, Reserved Job Postings, Diversity Job Postings, Advertisements or other postings designed for public viewing or any information which is or becomes generally available to the public without breach of this Agreement, is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, becomes available from a third party not in breach of any obligations of confidentiality, is independently developed by the Receiving Party, or is required by law to be disclosed. The parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this section would cause irreparable injury to the Disclosing Party; therefore, in the event any party breaches or threatens to breach the provisions of this section, the other party, in addition to any other remedies it may have, shall be entitled to preliminary and permanent injunctive relief without the necessity of posting a bond.

6. Ownership; Licenses. (a) Subject to the next sentence, the contents of Monster.com, the Affiliate Sites, CCI Sites and Diversity Advertiser Sites (including without limitation all Job Postings, Reserved Job Postings, Diversity Job Postings and all resumes), and all elements which are a part of or incorporated in (or constitute a collection or compilation of) any of the foregoing, and all intellectual and other proprietary rights therein, including without limitation trademark, servicemark, copyright, patent and mask work rights, are and shall at all times remain the property of Monster, CCI or Diversity Advertiser, as the case may be. Notwithstanding the prior sentence, as between Monster and Government, any Monster Job Postings, Reserved Job Postings, Diversity Job Postings placed by Government on Monster.com, any Affiliate Site or any CCI Site or any Diversity Advertiser Site and Government Content incorporated into the Hosted Career Site, and all elements which are a part of or incorporated in any of the foregoing, and all intellectual and other proprietary rights therein, including without limitation trademark, servicemark, copyright, patent and mask work rights, except



to the extent containing or incorporating material in the public domain or preexisting materials of Monster, CCI or Diversity Advertiser, as the case may be, are and shall at all times remain Government's property. Any license to any resume database granted hereunder does not provide any interest, ownership or right over any intellectual property of Monster, its affiliates, CCI or Diversity Advertiser. Notwithstanding the foregoing, Government shall use all products, Services and User Data purchased hereunder solely for its own internal business purposes and shall not resell or transfer to any third party any product, Service or User Data provided by Monster to Government hereunder.

(b) During the Term, Monster hereby grants to Government a non-exclusive, royalty-free license to use Monster's logos, tradenames and trademarks (collectively, the "Monster Marks"), but such license shall be solely for the purpose of (i) marketing, advertising and promoting Monster, Monster.com, and the Hosted Career Site, and (ii) fulfilling Government's additional marketing or promotional obligations set forth in the Quote and herein. Government shall not use the Monster Marks without Monster's prior review and written consent. Government shall submit to Monster for its prior written approval all press releases, public statements, marketing and advertising materials (i) referencing this Agreement, or (ii) involving the use of Monster's Marks. All rights in the Monster Marks not specifically granted to Government hereunder are retained by Monster. Government shall not by virtue of this Agreement obtain or claim any right, title or interest in or to Monster's Marks, except the right of use specified herein, and the parties hereby acknowledge and agree that all such use shall inure to the benefit of the Monster. All rights conferred on Government pursuant to this section shall terminate upon the expiration or termination of this Agreement. For the sake of clarity, Government hereby acknowledges and agrees that CCI or Diversity Advertiser has not granted Government a license of any form other than as expressly stated and for use as described in Section 4.

7. Terms of Use. Government acknowledges that it and its employees and agents must comply with the terms of use of Monster.com, each Affiliate Site, each CCI Site and each Diversity Advertiser Site on which its content is published. To the extent there is any inconsistency between any accessed site's terms of use described above in this paragraph and the terms of this Agreement, the terms of this Agreement will control.

8. Limited Monster, CCI and Diversity Advertiser Warranties. (I) MONSTER WARRANTS THAT MONSTER.COM AND THE OTHER AFFILIATE SITES SPECIFIED IN THE QUOTE WILL, SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, BE GENERALLY AVAILABLE TO GOVERNMENT, EXCEPT FOR UNAVAILABILITY WHICH MAY RESULT FROM (A) INSUFFICIENT OR INADEQUATE GOVERNMENT BANDWIDTH OR TECHNOLOGY, (B) GENERAL INTERNET BROWN-OUTS, BLACK-OUTS AND SLOWDOWNS, (C) FAILURE OF MONSTER'S PROVIDERS TO PROVIDE SUFFICIENT SERVICE, (D) BRINGDOWNS IN THE ORDINARY COURSE THAT ARE NECESSARY TO MAINTAIN, UPDATE OR REFRESH MONSTER.COM OR ANY OTHER SITE, (E) ANY "HACKING" OR "DENIAL OF SERVICE" ACTIVITY BY A THIRD PARTY AND (F) ANY OTHER REASON BEYOND MONSTER'S REASONABLE CONTROL.

(II) CCI AND DIVERSITY ADVERTISER WARRANT THAT THE CCI SITES AND DIVERSITY ADVERTISER SITES WILL, SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, BE GENERALLY AVAILABLE TO GOVERNMENT, EXCEPT FOR UNAVAILABILITY WHICH MAY RESULT FROM (A) INSUFFICIENT OR INADEQUATE GOVERNMENT BANDWIDTH OR TECHNOLOGY, (B) GENERAL INTERNET BROWN-OUTS, BLACK-OUTS AND SLOWDOWNS, (C) FAILURE OF CCI OR DIVERSITY ADVERTISER'S UTILITY AND INTERNET PROVIDERS TO PROVIDE SUFFICIENT SERVICE, (D) BRINGDOWNS IN THE ORDINARY COURSE THAT ARE REASONABLY NECESSARY TO MAINTAIN, UPDATE OR REFRESH THE CCI OR DIVERSITY ADVERTISER SITE, (E) ANY "HACKING", "DENIAL OF SERVICE" OR SIMILAR VIRUS RELATED ACTIVITY BY A THIRD PARTY AND (F) ANY OTHER REASON BEYOND CCI OR DIVERSITY ADVERTISER'S REASONABLE CONTROL INCLUDING DAMAGES FROM ERRORS, LOSS OF DATA, OMISSIONS OR CORRUPTION.



(III) EXCEPT AS AFORESAID OR AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER MONSTER NOR CCI NOR DIVERSITY ADVERTISER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT WITH RESPECT TO MONSTER.COM, ANY AFFILIATE SITE, ANY PRODUCTS OR SERVICES PURCHASED HERUNDER, ANY CCI SITE OR DIVERSITY ADVERTISER SITE OR THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF ANY OF THE FOREGOING.

9. Government Representation and Warranty. Government represents and warrants that (i) it is the sole owner of its respective web site(s), names, logos, trademarks, service marks, domain names, copyrightable content and the intellectual property rights embodied in any of the foregoing and (ii) it has the right to publish any content on the Site without infringement of any rights (including without limitation copyright, trademark, other intellectual property rights, publicity rights and privacy rights) of any third party or violation of any applicable laws, rules or regulations and (iii) any material that it provides to the Site will not infringe on any rights (including without limitation copyright, trademark, other intellectual property rights, publicity rights and privacy rights) of any third party or violation of any applicable laws, rules or regulations.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT (INCLUDING THE QUOTE), EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS, BUT WITHOUT IN ANY WAY LIMITING GOVERNMENT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, (A) NO PARTY WILL BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND - INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA - ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS, THE SERVICES PROVIDED HEREUNDER (INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT), OR MONSTER.COM, ANY AFFILIATE SITE, ANY CCI SITE OR DIVERSITY ADVERTISER SITE OR ANY HOSTED CAREER SITE, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF, (B) MONSTER'S, CCI'S AND DIVERSITY ADVERTISER'S MAXIMUM LIABILITY TO GOVERNMENT ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS OR THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED, (I) IN THE CASE OF MONSTER, THE AMOUNT PAID BY GOVERNMENT TO MONSTER HEREUNDER LESS THE ROYALTIES PAID BY MONSTER TO CCI OR DIVERSITY ADVERTISER PURSUANT TO THIS AGREEMENT, AND (II) IN THE CASE OF CCI OR DIVERSITY ADVERTISER, THE AGGREGATE OF THE ROYALTIES PAID BY MONSTER TO CCI OR DIVERSITY ADVERTISER PURSUANT TO THIS AGREEMENT, AND (III) GOVERNMENT'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS OR THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AMOUNT PAYABLE BY GOVERNMENT TO MONSTER HEREUNDER, (C) NEITHER CCI NOR A DIVERSITY ADVERTISER NOR MONSTER SHALL BE LIABLE FOR ANY LOSSES OR DAMAGES GOVERNMENT MAY INCUR DUE TO ANY ERRORS OR OMISSIONS IN ANY CONTENT ON THE CCI OR DIVERSITY ADVERTISER SITE OR FROM ANY SERVICES OR DUE TO ANY INABILITY TO ACCESS DATA DUE TO DISRUPTION OF THE SERVICE ON THE CCI OR DIVERSITY ADVERTISER SITE, AND (D) NEITHER CCI NOR A DIVERSITY ADVERTISER NOR MONSTER SHALL BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM A TOTAL OR PARTIAL LOSS OF GOVERNMENT'S DATA OR FROM ANY CORRUPTION OF THAT DATA RESULTING FROM THE USE OF THE CCI OR DIVERSITY ADVERTISING SITE OR ANY SERVICES.

11. Navigation/Search Engines; No Modification. Notwithstanding anything to the contrary contained herein, Government shall not use and shall cause each party under Government's control (including but not limited to its Resume Users) not to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, avatars or intelligent agents) to navigate or search Monster.com, any Affiliate Site or any CCI or Diversity Advertising Site other than the search engine and search agents available from Monster, CCI or Diversity Advertiser as the case may be,



except for generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer). Government shall not and shall cause each party under Government's control (including but not limited to its Resume Users) not to, decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of Monster.com, any Affiliate Site, any CCI Site or any Diversity Advertiser Site.

12. Miscellaneous. Each party agrees with respect to its use of or provision of the Services, as the case may be, to comply with all applicable local, national and international laws, including but not limited to laws relating to labor and employment (including without limitation the U.S. Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures), data privacy, data access and use, and intellectual property. Without limiting the foregoing, Government agrees to comply with all laws relating to equal employment opportunity and employment eligibility requirements and acknowledge that Job Postings, Reserved Job Postings and Diversity Job Postings may not require U.S. citizenship or lawful permanent residence in the U.S. as a condition of employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state or local government contract. Each party to this Agreement shall be acting as an independent contractor, and nothing herein shall be construed to create a partnership, joint venture or any type of agency relationship between Monster, CCI, Diversity Advertiser and Government or any of Government's employees or agents. This Agreement, which may be executed in counterparts, contains the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersedes all previous communications, understandings and agreements (whether oral or written), and cannot be amended or waived except by a writing signed by all of the parties. Neither party may assign this Agreement in whole or in part, by operation of law, merger, asset or stock sale or transfer, or otherwise, without the prior written consent of the other party. No party has relied on any representation or warranty of any other party not expressly set forth in this Agreement. No failure or delay on the part of any party in exercising any right or remedy provided in this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of or failure to exercise any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy under this Agreement. CCI is a third party beneficiary of this Agreement with full rights (a) of protection afforded to Monster hereunder and (b) to enforce it against Government. The terms of Sections 2, 3 and 5 through 12, inclusive shall survive any expiration or termination of this Agreement. Each party's performance under this Agreement is subject to force majeure. Any Party's consent required in connection with any obligation of said Party under this Agreement shall be made in writing and shall be at the sole discretion of the relevant Party. All notices given hereunder shall be given by first class mail, return receipt requested, overnight courier or facsimile transmission, to the respective addresses or facsimile numbers set forth herein, and shall be deemed given upon actual delivery thereof.

CONTRACTOR

BY: Patricia S. Downing
Monster Government Solutions, LLC

TITLE: Contracts Manager

DATE: 2/11/2008

STATE OF OHIO,
OFFICE OF INFORMATION TECHNOLOGY

R. Steve Edmonson
R. STEVE EDMONSON
DIRECTOR, OFFICE OF INFORMATION TECHNOLOGY
STATE CHIEF INFORMATION OFFICER

DATE: 3/19/08