

Helping  
government  
agencies  
achieve their  
employment  
goals



**monster**<sup>®</sup>  
**Government Solutions**



GENERAL SERVICES ADMINISTRATION  
**FEDERAL SUPPLY SERVICE**

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AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST  
HUMAN RESOURCES & EEO SERVICES  
CONTRACT NUMBER: GS-02F-0010P

FSC CLASS: GROUP R799  
SIN: 595-21, Human Resources General Support Services  
CONTRACT PERIOD: OCTOBER 15, 2003 – OCTOBER 14, 2008  
Catalogue current through Modification PO-0016, Dated August 25, 2008

**MONSTER GOVERNMENT SOLUTIONS**

8280 GREENSBORO DRIVE, SUITE 700  
MCLEAN, VIRGINIA 22102  
PHONE: 703-269-4900  
FAX: 703-269-4947  
WWW.MONSTERGOVERNMENTSOLUTIONS.COM  
A Subsidiary of Monster Worldwide, Inc.

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!<sup>™</sup>, a menu-driven database system. The Internet address for GSA Advantage! is [GSAAvantage.gov](http://GSAAvantage.gov).

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

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## Customer Information

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- 1a. **Awarded Special Item Numbers:** SIN 595-21 and 595-21RC, Human Resources General Support Services
- 1b. **Prices - Products:** See pages 7 – 16 and 24 - 49
- 1c. **Prices – Labor Rates:** See pages 17 - 23
2. **Maximum Order:** \$1,000,000.00
3. **Minimum Order:** \$100.00
4. **Geographic Coverage:** Domestic delivery only
5. **Point of Production:** McLean, Fairfax County, Virginia; Maynard, Middlesex County, Massachusetts
6. **Discounts from List Prices:** Prices shown herein are net
7. **Quantity Discounts:** Quantity discounts are listed with each line item, where available. Prices shown herein are net.
8. **Prompt Payment Terms:** Net 30
- 9a. **Government Credit Card:** Accepted for orders up to the micro purchase threshold
- 9b. **Government Credit Card:** Accepted for orders above the micro purchase threshold
10. **Foreign Items:** Not Applicable
- 11a. **Time of Delivery:** To be negotiated on a task order basis
- 11b. **Expedited Delivery:** Not Available
- 11c. **Overnight and 2-Day Delivery:** Not Available
- 11d. **Urgent Requirements:** Not Applicable
12. **FOB points:** Destination
- 13a. **Ordering Address:**

Monster Government Solutions  
Attn: Trish Downing  
8280 Greensboro Dr., Suite 700  
McLean, VA 22102  
Tel: 703.269.4982  
Fax: 978.377.6233  
Email: trish.downing@monster.com
- 13b. **Ordering Procedures:** For supplies and services the ordering procedures and information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

**14. Payment Address:**

Monster Government Solutions  
PO BOX 34649  
Newark, NJ 07189-4649

**15. Warranty Provision:** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for the use for the particular purpose described in this contract.

**16. Export Packing Charges:** Not Applicable

**17. Terms and Conditions of Gov't Purchase Card Acceptance:** See 9a and 9b above

**18. Terms and Conditions of Rental, Maintenance & Repair:** Not Applicable

**19. Terms and Conditions of Installation:** Not Applicable

**20. Terms and Conditions of Repair Parts:** Not Applicable

**20a. Terms and Conditions for any Other Services:** See pages 50 - 95

**21. List of Service and Distribution Points:** 8280 Greensboro Drive, Suite 700, McLean, Virginia 22102; 5 Clock Tower Place, Maynard, Massachusetts 01754

**22. List of Participating Dealers:** Emergent LLC  
Attn: Paul Kohler  
8133 Leesburg Pike, Suite 400  
Vienna, VA 22182-2622  
Phone: 703-288-3686  
Email: pkohler@emergent360.com

**23. Preventive Maintenance:** Not Applicable

**24a. Environmental Attributes:** Not Applicable

**24b. Section 508 Compliance:** Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and can be obtained by contacting Trish Downing at 703-269-4982 or at [trish.downing@monster.com](mailto:trish.downing@monster.com).

**25. Data Universal Number System (DUNS) Number:** 128844854

**26. Registration in Central Contractor (CCR) Database:** Monster Government Solutions is registered in the CCR.

## Applicable Terms and Conditions

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From the current GSA Solicitation for Schedule:  
738X "HUMAN RESOURCES AND EEO OPPORTUNITY SERVICES", 2FYA-AR-060004-B, Refresh 7

### **SECTION C SOLICITATION CONTRACT CLAUSES**

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- C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)(DEVIATION -- FEB 2007)
- C.1.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2007) (ALTERNATIVE I) (FEB 2007)
- C.2 ADDENDUM TO CLAUSE 52.212-4
- C.2.1 52.203-3 GRATUITIES (APR 1984)
- C.2.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
- C.2.3 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)
- C.2.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)
- C.2.5 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—SEP 1999)
- C.2.6 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—AUG 1997)
- C.2.7 52.216-18 ORDERING (OCT 1995) (DEVIATION -- FEB 2007)
- C.2.8 52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION -- FEB 2007)
- C.2.9 52.216-22 INDEFINITE QUANTITY (OCT 1995) (VARIATION—OCT 1995)
- C.2.10 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
- C.2.11 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- C.2.12 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- C.2.13 52.224-2 PRIVACY ACT (APR 1984)
- C.2.14 52.228-5 Insurance—Work on a Government Installation (Jan 1997)
- C.2.15 52.229-1 STATE AND LOCAL TAXES (APR 1984) (DEVIATION -- MAY 2003)
- C.2.16 52.229-3 Federal, State, and Local Taxes (APR 2003) (DEVIATION -- FEB 2007)
- C.2.17 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007) (DEVIATION -- FEB 2007)
- C.2.18 52.232-17 INTEREST (JUN 1996) (DEVIATION -- MAY 2003)
- C.2.19 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION -- MAY 2003)
- C.2.20 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
- C.2.21 52.233-1 DISPUTES (JULY 2002)
- C.2.22 52.237-3 CONTINUITY OF SERVICES (JAN 1991) (DEVIATION -- MAY 2003)
- C.2.23 52.242-13 BANKRUPTCY (JUL 1995)
- C.2.24 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION -- MAY 2003)
- C.2.25 52.246-6 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) (DEVIATION -- MAY 2003)
- C.2.26 52.247-34 F.O.B. DESTINATION (NOV 1991) (DEVIATION -- MAY 2003)
- C.2.27 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)
- C.2.28 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)
- C.2.29 552.211-15 Defense Priorities and Allocations System Requirements (SEP 2004)
- C.2.30 552.211-74 CHARGES FOR MARKING (FEB 1996)
- C.2.31 552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I — MAY 2003)
- C.2.32 552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I — MAY 2003)
- C.2.33 552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)
- C.2.34 552.215-71 EXAMINATION OF RECORDS BY GSA (MAS) (JUL 2003)
- C.2.35 552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I—SEP 1999)
- C.2.36 552.216-72 Placement of Orders (SEP 1999) (ALTERNATE IV -- FEB 2007)
- C.2.37 552.216-73 ORDERING INFORMATION (SEP 1999) (ALTERNATE II—SEP 1999)
- C.2.38 552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)
- C.2.39 552.232-74 INVOICE PAYMENTS (SEP 1999)

- C.2.40 552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (MAR 2000) (ALTERNATE I—MAR 2000)
- C.2.41 552.232-79 Payment by Credit Card (MAY 2003)
- C.2.42 552.232-8 Discounts for Prompt Payment (Apr 1989) (DEVIATION FAR 52.232-8) Alternate I (MAY 2003)
- C.2.43 552.232-81 Payments by Non-Federal Ordering Activities (May 2003)
- C.2.44 552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)
- C.2.45 552.232-83 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)
- C.2.46 552.238-72 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)
- C.2.47 552.238-73 CANCELLATION (SEP 1999)
- C.2.48 552.238-74 INDUSTRIAL FUNDING FEE AND SALES (JUL 2003)
- C.2.49 552.238-75 PRICE REDUCTIONS (ALTERNATIVE I) (MAY 2003)
- C.2.50 552.238-76 Definition (Federal Supply Schedules)—Recovery Purchasing (Feb 2007)
- C.2.51 552.238-78 Scope of Contract (Eligible Ordering Activities) (May 2004) (Alternate I -- FEB 2007)
- C.2.52 552.238-80 Use of Federal Supply Schedule Contracts by Certain Entities--RECOVERY PURCHASING (FEB 2007)
- C.2.53 552.243-72 MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000)
- C.2.54 C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)
- C.2.55 G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)
- C.2.56 I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)
- C.2.57 I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)
- C.2.58 I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)
- C.2.59 I-FSS-95 RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS (JUN 2003)
- C.2.60 I-FSS-103 SCOPE OF CONTRACT--WORLDWIDE (JUL 2002)
- C.2.61 I-FSS-106 GUARANTEED MINIMUM (JUL 2003)
- C.2.62 I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)
- C.2.63 I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)
- C.2.64 I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)
- C.2.65 I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)
- C.2.66 I-FSS-314 FOREIGN TAXES AND DUTIES (DEC 1990)
- C.2.67 I-FSS-597 GSA ADVANTAGE!<sup>TM</sup> (SEP 2000)
- C.2.68 I-FSS-599 ELECTRONIC COMMERCEFACNET (SEP 2006)
- C.2.69 I-FSS-600 CONTRACT PRICE LISTS (JUL 2004)
- C.2.70 I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)
- C.2.71 I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)
- C.2.72 I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)
- C.2.73 I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)
- C.2.74 I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)
- C.2.75 I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (JAN 2002)
- C.2.76 K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)
- C.2.77 K-FSS-9 SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM (SEP 2000)
- C.2.78 L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (NOV 2000)
- C.3 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Mar 2007)

All use of services provided by Monster Government Solutions is subject to the Terms of Use available on its homepage, <http://www.monstergovernmentolutions.com>. In the event of any inconsistency between the Terms of Use and this contract, the terms of this contract shall apply.

## Applicant Tracking System Products and Services

### Monster Hiring Management Enterprise System

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A Monster Government Solutions hosted, monthly subscription service that provides a comprehensive, fully automated, hiring management solutions. This market-leading solution includes, automated position description creation, development of job-specific questions for applicants, creation of vacancy announcements based on job-specific questionnaire and ranking criteria. The system can send vacancy announcements to USAJOBS and other job sites and can accept job applications via the internet any time. The system provides status notifications via e-mail and online to applicants. It can rank applicants with automated assessment functionality. It involves all parties in the hiring process while protecting sensitive information with multiple security access levels. The system can generate robust analytics and reports and ensures compliance with federal and agency regulations. The system also includes Fax Imaging, Applicant Public Status and a non-production system, and standard security package. A 1 year minimum contract period is required.

**Onboarding – Enterprise:** Monster Hiring Management Onboarding is a hosted monthly subscription service that helps to streamline and shorten the time from offer acceptance to new employee assimilation. Onboarding seamlessly integrates with Hiring Management Enterprise and allows for online collection and sharing of data on newly hired employees by the HR staff. Role based security authorization ensures that data is appropriately protected. The forms management process is made more efficient as new employees complete necessary forms such as Insurance benefit election forms online.

**Position Classification – Enterprise:** The monthly hosting of the position classification system is a valuable resource for your agency’s HR Specialists and Classifiers. It helps standardize position classification; pushes managing resources to first-line supervisors; improves customer service to the field by reducing the time to develop and classify positions and decreasing the time it takes to post vacancies. This is a MGS hosted, web-based interface with four position classification modules.

**Support – Enterprise:** Monster Hiring Management Enterprise Support offers high quality professional services and support to ensure effective use of MGS products by providing expert advice and guidance on the best practices of system utilization. It includes communication and coordination of day-to-day activities related to product use, assistance with job aids and user tools, managing contract deliverables and HR use Help Desk support for trouble ticket reporting and resolution. Also incorporated in the package is the option to have MGS support in weekly, monthly and quarterly meetings.

**Set Up Fees –** Fees associated with the set up of the Monster Hiring Management Enterprise applications.

<b>Monster Hiring Management - Enterprise Subscription Pricing</b>					
<b>Head count</b>	<b>Set up</b>	<b>Subscription Products</b>			<b>Support**</b>
		<b>ATS</b>	<b>Onboarding</b>	<b>Position Classification</b>	
5,000 - 10,000	\$29,750	\$39	\$2.93	\$13.65	35.00%
10,001-50,000	\$42,500	\$35	\$2.63	\$12.25	30.00%
50,001-100,000	\$68,000	\$27	\$2.03	\$9.45	25.00%
100,001+	\$85,000	\$19	\$1.43	\$6.65	20.00%

## Notes

ATS, Onboarding, and Position Classification subscription pricing are on a per employee basis (head count). Head count is based on OPM's FEDSCOPE tool (Employee Cube) and will be used to determine the average annual employment that forms the basis of application and support charges.

\*\* Support includes communication and coordination of day-to-day activities related to product use, assistance with job aids and user tools, managing contract deliverables and HR user Help Desk support for trouble ticket reporting and resolution is **required** and is priced as a percentage of the total Subscription price.

Setup pricing is based upon Head count.

Implementation, Organizational Change Management, Expunge/Delete Services, and establishment of Dedicated Environments will be separately scoped and priced.

The ATS Subscription price includes one Evaluation environment that presumes no customization.

## Certification and Accreditation Support

The ATS Subscription price includes a Standard Security Package as defined below:

1. System Security Plan (SSP)
2. Security Assessment Report (SAR)
3. Plan of Action and Milestones (POA&M)

The latest Standard Security Package will be provided upon initial contract award and after major changes to the system. A POA&M update and a system security scan report will be provided on a quarterly basis. MGS utilizes an outside security vendor to perform a System Test and Evaluation (ST&E). Agencies may choose to have their own ST&E done by an independent security vendor. Pricing for MGS to support an independent security vendor 's ST&E activities is available upon request and provision of a statement of work.

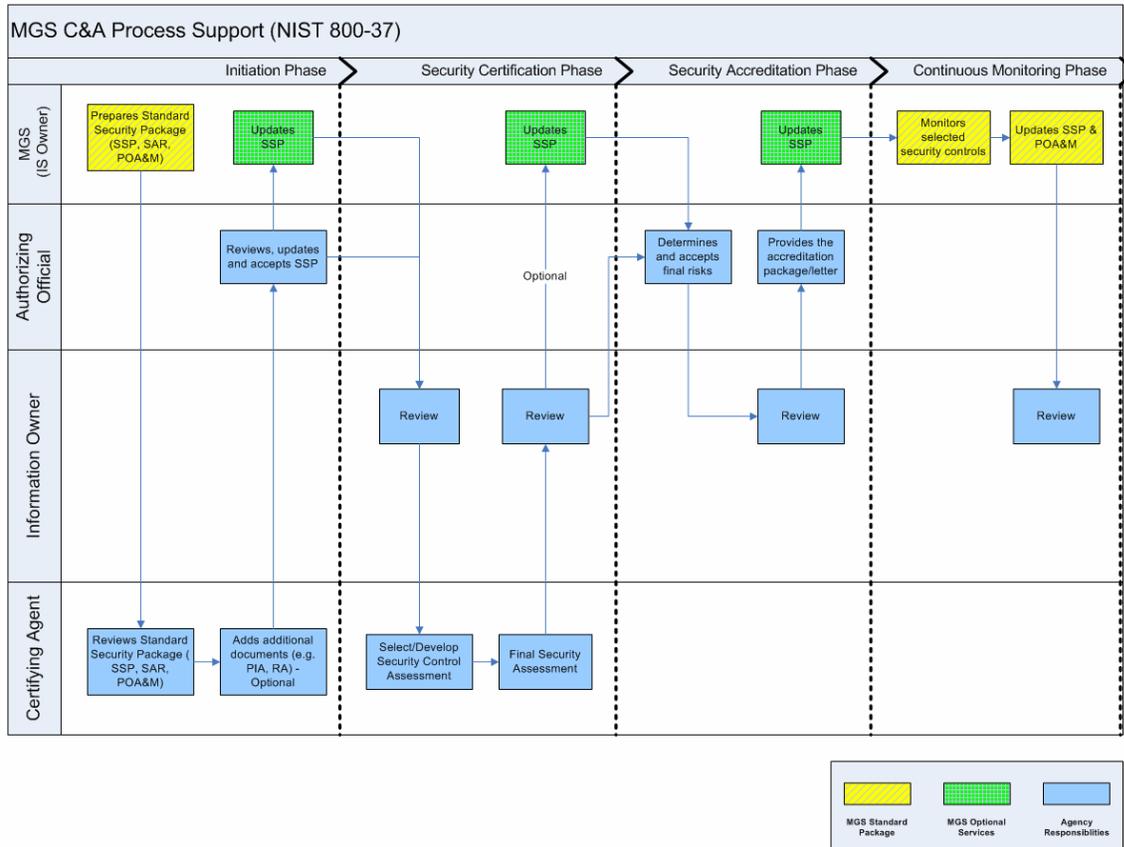
## Roles and Responsibilities

MGS follows the roles and responsibilities as defined in NIST SP 800-37

**Agencies** are responsible for the following roles: Chief Information Officer, Authorizing Official, Authorizing Official Designated Representative, Senior Agency Information Security Officer, Information Owner.

**With prior written agency approval, MGS can** be responsible for the following roles: Information Security Officer,, Information System Owner.

Per NIST SP 800-37, agency officials may appoint appropriately qualified individuals, to include contractors, to perform the activities associated with any security certification and accreditation role with the exception of the Chief Information Officer and authorizing official. MGS will review delegation requests and if accepted, will bill on a time and materials basis.



**Fee Based Services**

Any other security related services will be billed per the labor category rates in this schedule. An example of such services includes but is not limited to:

1. Modifications to the Standard Security Package (i.e. additional controls)
2. Modifications to POA&M (i.e. changes to actions and/or milestones)
3. Assistance with security audits and reviews
4. Control and other requested security related exercises (i.e. tabletop exercises)
5. MGS support of agency independent security vendor's ST&E
6. Operating in above roles delegated to MGS by the Agency

All customizations will be separately priced, scoped and will require an annual incremental maintenance fee equal to 15% of the value of the customization and will also require the purchase of a customization environment.

Appendices C and D contain a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Monster Government Solutions Enterprise—Ancillary Offerings**

Product Name	Product Description	Unit of Issue	Qty	GSA Price
Training Environment	A separate environment that is independent from their production system and can be used for internal training purposes of either existing or upcoming releases.	Percent of Hiring Management Enterprise Subscription	1	10.0% of Enterprise Subscription Price
Customization Environment	Provides clients a non-production environment in which to develop, test and implement customizations to the Hiring Management application.	Percent of Hiring Management Enterprise Subscription	1	15.0% of Enterprise Subscription Price

Appendices C and D contain a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

## Monster Hiring Management Training

Monster Government Solutions offers hands-on training courses at the customer site or the contractor site. The training courses are priced in Educational Units (EU). One EU is equal to one day of class per student.

Monster Hiring Management Training				
Product Name	Product Description	Unit of Issue	Quantity	Price
Training - 36 Educational Unit Pack	36 Student days of training for any training course offered in the Monster Government Solutions course catalog. Must be purchased in advance.	Each	1	\$15,000
Training - 180 Educational Unit Pack	180 Student days of training for any training course offered in the Monster Government Solutions course catalog. Must be purchased in advance.	Each	1	\$52,000
Training - Open Enrollment	1 Student day of training for any training course offered in the Monster Government Solutions course catalog.	Each	1	\$750
Training Manuals - Additional	Additional student manual for any training course offered in the Monster Government Solutions course catalog.	Each	1	\$40

All ordered Educational Unit (EUP) Packs of training require payment in full within 30 days of order. Each EU Pack ordered remains available to the ordering entity for a period of 12 months or until all EUs are consumed, whichever occurs first.

### Mid-contract Educational Unit Purchases

After the first purchase of an Education Unit Pack (EUP) listed above, additional Individual Educational Units (IEU) may be purchased at the same pro-rated unit price of the original Pack purchase. The expiration date of the additional IEUs will be the same expiration date of the original EUP purchase. For example if a 36 EUP is purchased on a new contract awarded October 1, 2008, those units do not expire until September 30, 2009. If additional IEUs are purchased on that same contract on June 30, 2009, those additional IEUs will be purchased at the pro-rated price of \$416.67 per unit and those units will expire on September 30, 2009.

The course catalogue is subject to change. Please visit our website for a current course catalogue, including course descriptions: [www.govsolutions.monster.com](http://www.govsolutions.monster.com), or contact Trish Downing at 703-269-4982 or at [trish.downing@monster.com](mailto:trish.downing@monster.com).

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

## **Monster Hiring Management Solution<sup>#</sup>**

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A Monster Government Solutions hosted, monthly subscription service that provides a comprehensive, fully automated, hiring management solution. This market-leading solution includes, automated position description creation, development of job-specific questions for applicants, creation of vacancy announcements based on job-specific questionnaire and ranking criteria. System can send vacancy announcements to USAJOBS and other job sites and can accept job applications via the internet any time. Has the ability to provide status notifications via e-mail and online to applicants, rank applicants with automated assessment functionality, involves all parties in the hiring process while protecting sensitive information with multiple security access levels, and can generate robust analytics and reports. Requires a 1 year minimum contract period.

The following are the specifications for the Monster Hiring Management Solution.

### **Base System (per server)**

**Vacancy Builder** - Dynamically create vacancy announcements complete with position description using our drag and drop interface.

**Question Builder** - Create questions specific to Job Categories.

**Scoring Module** - Apply weighted criteria to your applicants to allow for quick ranking of qualified candidates.

**Reports** - Monster Hiring Management comes with several pre-made reports.

**Data Administrator** - Provides users with the ability to add/browse/delete data throughout the system.

**Data Export Utility** - Enables users to export data from Monster Hiring Management to various file formats.

### **Internet Connectivity**

Works with Microsoft's Internet Information Server or Netscape's Enterprise Server.

Enables organizations to post job vacancies instantly on the internet.

Accept applications and applicant information right over the web.

Includes unlimited database access to InterBase.

### **Interface to USAJOBS**

Provides the ability to automatically send job information to USAJOBS through SMTP (must have SMTP available).

### **Scan Data Interface**

Allow for input from scanned applications, such as the OPM Form C.

### **Race and National Origin Data Collection**

Collect RNO data from applicants.

### **Data Mining Tool**

Profile applicants, run general statistics with this user friendly and powerful tool.

### **Core Questions**

Create a set of questions for the main organization that each applicant only needs to answer once. The answers are available to each job application submitted by the applicant.

### **Diversity Initiative Notification**

Notify Outreach Programs of New Vacancy listings.

### **AppEmail**

Query Applicant information from the database and email the results and a message.

<sup>#</sup> *Monster Hiring Management is only available to existing customers on existing contracts with unexercised options years.*

**Monster Hiring Management Solution (continued)<sup>#</sup>**

**Ad-Hoc Report Module**

Create quick Ad-Hoc reports analyze your data.

Subscription and purchase also includes the following technical support services:

- No additional per vacancy or per applicant charges.
- 24/7 server access via OC3s except for system maintenance.
- Technical support for system problems from 9:00am to 5:00pm EST, Monday through Friday, 1-866-656-6831
- E-mail access for system question, fixes and maintenance releases (mgshelp@monster.com)
- Up to 2 primary contact people
- All maintenance releases and in-version upgrades are available for the contract period
- A contract must be maintained. Charges are assessed for lapsed contracts.

Users	10/15/07 – 10/14/08			
	Monster Hiring Management Subscription			Monster Hiring Management Help Desk
	Setup Fee	Monthly Charge	Additional Users	Monthly Per User Charge
1	\$9,729	\$3,985	\$466	\$326
5	\$12,974	\$5,982	\$432	\$162
10	\$16,226	\$7,651	\$386	\$124
25	\$32,452	\$12,642	\$300	\$110
50	\$64,898	\$18,298	\$246	\$84
100	\$129,802	\$28,279	\$199	\$58

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

<sup>#</sup> *Monster Hiring Management is only available to existing customers on existing contracts with unexercised options years.*

**Monster Government Solutions—Ancillary Offerings**

Product Name	Product Description	Unit of Issue	Qty	GSA Price
Applicant Public Status	Allows candidates to view the status of their applications through the MHM Web interface.	Percent of Hiring Management Subscription	1	17.50% of Subscription Price
Fax Imaging	Fax Imaging enables users to request supporting documentation from an applicant either electronically or manually.	Percent of Hiring Management Subscription	1	20% of Subscription Price
Monster Hiring Management Non-Prod. Sys.	The Non-production system is designed for clients to perform internal training on existing MHM features.	Percent of Hiring Management Subscription	1	20% of Subscription Price
Applicant Public Status Set up Fee	Set up of the Applicant Public Status application	Each	1	\$5,000
Fax Imaging Set up Fee	Set up of the Fax Imaging feature	Each	1	\$5,000
Silver Search - Installation & Subscription	Provides for a fully branded jobseeker experience on government agency career websites using USAJOBS search functionality. Helps demonstrate progress on the Recruitment One-Stop eGov initiative. It will integrate the agency branding into the job search, search results, and viewing of job postings. Is configurable and provides the ability for each agency to select the search criteria for its website(s), including dynamically displayed options, such as locations, series, and job categories.	Each	1	\$30,000
Silver Search - Subscription (out years)	Continuation of Silver Search functionality after the initial set up and annual subscription.	Each	1	\$10,000
Security Package	Standard Security documentation to include System Security Plan (SSP), Security Assessment Report (SAR), Plan of Action and Milestones (POA&M) and Acknowledgement of Security Control Reviews.	Each	1	\$15,000

## Monster Position Classification

Monster Position Classification (MPC), a Monster Government Solutions hosted solution, allows you to create the position descriptions your organization needs to attract precisely the candidates you're looking for. Not only will you be able to generate descriptions and coversheets quickly and easily, you'll be able to access an archive of positions at a glance. With Monster Position Classification you will streamline your agency's entire classification process.

MPC extends the power of the Monster Hiring Management suite – offering you greater control over the candidates you attract and ultimately hire. Four Position Classification modules – Description Builder, Library, Coversheet Builder and Archive – offer you a structured framework in which to create and store Position Descriptions and their coversheets.

### Monster Position Classification At-a-Glance

- Web-based client
- Hosted by Monster Government Solutions
- Secure technology to protect data
- Permission-driven to control access
- Flexible architecture grows as your organization grows and changes
- User-friendly interface streamlines process and decreases costs of administration

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

10/15/07 – 10/14/08		
Pricing Formula		
Pricing is scaled based on the size of your organization		
Item	Base	Per/1,000
<b>Setup Fee</b>	\$26,990	\$675
<b>Monthly Cost</b>	\$3,938	\$329
<b>Core Implementation Support</b>	\$16,096	\$643
Pricing is calculated by adding the base cost and the cost per 1,000 employees, times the number of the employees in your organization, divided by 1,000.		

Pricing Example				
Item	Organization Size			
	1,000	5,000	10,000	25,000
<b>Setup Fee</b>	\$27,665	\$30,365	\$33,740	\$43,863
<b>Monthly Cost</b>	\$4,267	\$5,580	\$7,223	\$12,149
<b>Core Implementation Support</b>	\$16,739	\$24,146	\$32,194	\$56,339
<b>Est. First Year Cost</b>	\$96,570	\$121,475	\$152,606	\$245,998
<b>Est. Annual Cost</b>	\$51,199	\$66,966	\$86,673	\$145,796

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

## Monster Position Classification Optional Items

Monster Position Classification offers several options to the core suite. Optional items are Help Desk, Additional Implementation Support and Training.

### Additional Implementation Support

Additional Implementation Support is available to assist your organization in implementing the Monster Position Classification system. For pricing please refer to the section of the pricelist containing the labor categories and hourly rates.

### Training

Monster offers user training courses at daily rates listed under Monster Hiring Management Training. Price is per class for up to 10 students. Monster reserves the right to add attendees if enrollment is less than 10. Travel time and expenses are additional. Customized training is available at an additional cost.

### Help Desk

The Help Desk support option includes functional and technical support via e-mail and telephone during standard support hours.

10/15/07 – 10/14/08		
Pricing Formula		
Pricing is scaled based on the size of your organization		
Item	Base	Per/1,000
Setup Fee	\$1,928	\$97
Monthly Cost	\$329	\$55
Pricing is calculated by adding the base cost and the cost per 1,000 employees, times the number of the employees in your organization, divided by 1,000.		

Pricing Example				
Item	Organization Size			
	1,000	5,000	10,000	25,000
Setup Fee	\$2,025	\$2,412	\$2,895	\$4,347
Monthly Cost	\$384	\$603	\$880	\$1,707
Est. First Year Cost	\$6,628	\$9,661	\$13,450	\$24,824
Est. Annual Cost	\$4,603	\$7,249	\$10,555	\$20,477

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

## Monster Precision Hiring

Monster Precision Hiring from Monster Government Solutions streamlines the process of sourcing, identifying, evaluating, and hiring specific talent. It is the accurate, customizable way to target, screen and hire for your most difficult-to-hire positions, quickly and easily. Monster Government Solutions offers the services and expertise to recruit hard to find talent and delivers only the candidates who meet an agency's unique hiring requirements from education and technical training to professional expertise and personality characteristics.

### Monster Precision Hiring - outline

#### Phase I – Plan

- Understand the client hiring process
- Identify specific hiring needs
- Define evaluation criteria for acceptable candidates

#### Phase II – Attract

- Initiate sourcing utilizing innovative and proprietary techniques to identify active and passive candidates
- Drive traffic to micro-site

#### Phase III – Assess

- Electronically receive, process, screen and assess sourced candidates
- Screen for basic qualifications
- Screen for Professional and Technical qualifications

#### Phase IV – Candidate Approval

- Qualified candidates presented to client

### Monster Precision Hiring Pricing – Sourced Job Categories

Approved Candidate Price				
Job Category	Unit of Issue	Quantity	Security Cleared	Non-Security Cleared
Information Technology	Each	1	\$1,380	\$552
Biotechnology/R&D/Science/Pharmaceuticals	Each	1	\$1,305	\$522
Engineering	Each	1	\$1,290	\$516
Security	Each	1	\$1,155	\$462
Legal/Human Resources	Each	1	\$1,035	\$414
Medical/Nursing/Healthcare	Each	1	\$1,035	\$414
Manufacturing/Operations/Logistics	Each	1	\$960	\$384
Program & Project Management	Each	1	\$930	\$372
Consulting/Business Analysis	Each	1	\$900	\$360
Finance/Accounting	Each	1	\$690	\$276
Banking/Economics	Each	1	\$675	\$270
Government/Policy	Each	1	\$615	\$246
Clerical/Administrative/Retail	Each	1	\$510	\$204

Appendix A contains additional terms and conditions applicable to these products and services.

## Monster Precision Hiring (continued)

### Monster Precision Hiring Pricing – Labor Categories

The labor categories listed below are to be used only for sourcing candidates for Precision Hiring.

Labor Category Name	Product Description	Unit of Issue	GSA Hourly Rate
Sourcing Services Project Manager	Refer to Functional Responsibilities	Hour	\$116
Sourcing Services Senior Recruiter	Refer to Functional Responsibilities	Hour	\$100
Sourcing Services Recruiter	Refer to Functional Responsibilities	Hour	\$85
Sourcing Services Recruiting Coordinator	Refer to Functional Responsibilities	Hour	\$70

#### Project Manager - Functional Responsibilities

Provides overall project guidance and consultation to projects, manages a diverse group of functional activities, schedules and assigns duties to subordinates.

#### Qualifications

Requires a Bachelors Degree and 7 years of experience.

#### Senior Recruiter – Functional Responsibilities

Provides senior level federal staffing, human resource and recruiting services. Duties may include consulting, job classification, and employee benefit services.

#### Qualifications

Requires a Bachelors Degree and 7 years of experience.

#### Recruiter - Functional Responsibilities

Provides federal staffing, human resource, and recruiting and personnel services.

#### Qualifications

Requires a Bachelors Degree and 5 years of experience.

#### Recruiting Coordinator - Functional Responsibilities

Provides clerical and administrative support to project personnel. Coordinates scheduling of candidate interviews.

#### Qualifications

Requires 2 years of experience.

Appendix A contains additional terms and conditions applicable to these products and services.

## Monster Government Solutions Support Services

Monster Government Solutions has Labor Categories and hourly rates to be used in support of the products offered in this pricelist. The pricing for the Labor Categories and the Extended Commitment Categories are listed here, followed by the detailed Labor Category Descriptions.

Custom Services that may be purchased separately through the use of our hourly labor categories.

- 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.

The labor categories listed in Table A and Table A.1 are to be used when purchasing services associated with the various Monster Hiring Management – Applicant Tracking System products.

Table A.1 lists promotional pricing available through October 14, 2008.

TABLE A	
Labor Category Name	Hourly Rate
Project Manager	\$175
Business Analyst	\$135
Senior Systems Engineer	\$175
Senior Developer	\$175
Developer	\$135
Application Engineer/Integration Specialist	\$175
Systems Analyst	\$135
HR Specialist	\$175
Security Analyst	\$175
Security Engineer	\$175
Training Specialist	\$136
Documentation Technical Writer	\$110
Technical Support	\$110
Administrative Support	\$67

TABLE A.1 – Promotional Pricing		
Labor Category Name	Hourly Rate	
	850 Hours	1,700 Hours
HR Specialist	\$140	\$123
Project Manager	\$160	\$145
Business Analyst	\$108	\$95

The labor categories listed in Table B are to be used when purchasing services associated with the various Monster Online products.

<b>TABLE B</b>	
<b>Labor Category Name</b>	<b>Hourly Rate</b>
Project Director/Account Supervisor	\$175
Product Analyst	\$120
Information Architect	\$120
Creative Lead	\$114

## Labor Category Descriptions

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### 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.

### 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.

## 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.

### 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.

### Security Analyst

#### Functional Responsibilities:

Is point of contact between the customer and MGS on all security activities (i.e. Certification and Accreditation questions and answers, corporate visits, etc.). Understands customer's unique security requests and assists with providing additional information as required. May author agency specific required specifications.

#### Qualifications:

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

### Security Engineer

#### Functional Responsibilities:

Performs the technical tasks as required by individual agencies on an as needed basis. Work includes but is not limited to annual security scans, technical system walk through, hosting center and corporate visits.

#### Qualifications:

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

### 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.

## Labor Category Descriptions (continued)

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### 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.

### 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.

### 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.

## Labor Category Descriptions (continued)

<b>Project Director/Account Supervisor</b>
<b>Functional Responsibilities:</b>
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.
<b>Qualifications:</b>
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.
<b>Product Analyst</b>
<b>Functional Responsibilities:</b>
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.
<b>Qualifications:</b>
B.A. or B.S. and 3 years' relevant product experience participating in large-scale interactive system and software development initiatives <i>or</i> a total of 8 years of relevant experience.
<b>Information Architect</b>
<b>Functional Responsibilities:</b>
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.
<b>Qualifications:</b>
B.A. or B.S. in Computer Science and 5 years' directly relevant experience <i>or a total of 10 years of relevant experience</i> .
<b>Creative Lead</b>
<b>Functional Responsibilities:</b>
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.
<b>Qualifications:</b>
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 <i>or a total of 10 years of relevant experience</i> .

Monster Government Solutions reserves the right to apply the following equivalency:

- Two (2) years of experience is equal to an Associate's Degree, four (4) years of experience is equal to a Bachelor's Degree, six (6) years of experience is equal to a Master's Degree, and vice versa.

**Monster Online Products and Services**

**Job Postings – ANYWHERE (U.S.)**

Product Name	Quantity	NO-Refresh			Auto-Refresh (A/R)		
		60-Day	30-Day	14-Day	60-Day w/30-Day A/R	30-Day w/14-Day A/R	60-Day w/14-Day A/R
Job Postings- US-Any Location	1	\$238	\$225	\$215	\$350	\$338	\$600
	2	\$200	\$190	\$180	\$313	\$300	\$550
	3	\$188	\$178	\$170	\$288	\$275	\$500
	4	\$175	\$168	\$158	\$263	\$250	\$450
	5 - 9	\$160	\$153	\$145	\$238	\$225	\$425
	10 - 24	\$133	\$125	\$120	\$213	\$200	\$350
	25 - 49	\$100	\$95	\$90	\$150	\$138	\$250
	50 - 99	\$83	\$78	\$75	\$125	\$113	\$225
	100 - 249	\$68	\$65	\$63	\$113	\$100	\$200
	250 - 499	\$55	\$53	\$50	\$88	\$85	\$175
	500 - 999	\$50	\$48	\$45	\$80	\$78	\$163
	1,000 - 2,499	\$45	\$43	\$40	\$75	\$73	\$150
	2,500 - 4,999	\$40	\$38	\$35	\$65	\$63	\$138
	5,000 - 10,000	\$35	\$33	\$30	\$58	\$55	\$125

**Notes:**

Job Postings must be used within ONE year of Purchase.

Job Postings are valid for the duration specified and ONE category and ONE location at a time.

**Mid-Contract Policy:**

For job postings, a mid-contract purchase is based on the product pricing of the originating contract. There are no further tier breaks for the job posting mid-contract purchases.

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Job Postings – ANYWHERE (U.S.) – (continued)**

Product Name	Quantity	Extended Duration					
		90-Day	180-Day	365-Day	90-Day	180-Day	365-Day
		w/ 30-Day A/R			w/ 14-Day A/R		
Job Postings- US-Extended- Any Location	1 - 4	\$475	\$850	\$1,350	\$925	\$1,500	\$2,250
	5 - 9	\$338	\$550	\$850	\$625	\$1,000	\$1,600
	10 - 49	\$263	\$425	\$700	\$525	\$800	\$1,250
	50 - 99	\$188	\$300	\$550	\$350	\$575	\$1,050
	100 - 499	\$150	\$275	\$475	\$313	\$500	\$950
	500 - 1,000	\$113	\$200	\$350	\$238	\$375	\$700

**Notes:**

Job Postings must be used within ONE year of Purchase.

Job Postings are valid for the duration specified and ONE category and ONE location at a time.

**Mid-Contract Policy:**

For job postings, a mid-contract purchase is based on the product pricing of the originating contract. There are no further tier breaks for the job posting mid-contract purchases.

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**Job Postings – MONSTER COMPLETE**

Product Name	Quantity	NO-Refresh		
		60-Day	30-Day	14-Day
Monster Complete Jobs Bundle	1	\$308	\$293	\$280
	2	\$260	\$248	\$235
	3	\$243	\$230	\$220
	4	\$228	\$218	\$205
	5 - 9	\$208	\$198	\$188
	10 - 24	\$173	\$163	\$155
	25 - 49	\$130	\$123	\$118
	50 - 99	\$108	\$100	\$98
	100 - 249	\$88	\$85	\$80
	250 - 499	\$70	\$68	\$65
	500 - 999	\$65	\$63	\$58
	1,000 - 2,499	\$58	\$55	\$53
	2,500 - 4,999	\$50	\$48	\$45
5,000 - 10,000	\$45	\$43	\$40	

Product Name	Quantity	Auto-Refresh (A/R)		
		60-Day w/ 30-Day A/R	30-Day w/ 14-Day A/R	60-Day w/ 14-Day A/R
Monster Complete Jobs Bundle	1	\$420	\$405	\$670
	2	\$373	\$358	\$610
	3	\$343	\$328	\$555
	4	\$315	\$300	\$503
	5 - 9	\$285	\$270	\$473
	10 - 24	\$253	\$238	\$390
	25 - 49	\$180	\$165	\$280
	50 - 99	\$150	\$135	\$250
	100 - 249	\$133	\$120	\$220
	250 - 499	\$103	\$100	\$190
	500 - 999	\$95	\$93	\$178
	1,000 - 2,499	\$88	\$85	\$163
	2,500 - 4,999	\$78	\$75	\$150
5,000 - 10,000	\$70	\$68	\$138	

**Notes:**

Monster Complete Jobs Bundle will help customers extend the reach of their job postings to diverse and military boards. Each Monster Complete posting includes a US-Any Location job posting with Diversity Opt-in; this posting will also be mirrored on Military.com and our diversity partner websites.

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Job Postings – MONSTER COMPLETE (continued)**

Product Name	Quantity	Extended Duration		
		90-Day	180-Day	365-Day
		w/ 30-Day A/R		
Monster Complete Extended Jobs Bundle	1 - 4	\$618	\$1,105	\$1,755
	5 - 9	\$440	\$715	\$1,105
	10 - 49	\$343	\$553	\$910
	50 - 99	\$245	\$390	\$715
	100 - 499	\$195	\$358	\$618
	500 - 1,000	\$150	\$263	\$450

Product Name	Quantity	Extended Duration		
		90-Day	180-Day	365-Day
		w/ 14-Day A/R		
Monster Complete Extended Jobs Bundle	1 - 4	\$1,068	\$1,755	\$2,655
	5 - 9	\$728	\$1,165	\$1,855
	10 - 49	\$605	\$928	\$1,460
	50 - 99	\$408	\$665	\$1,215
	100 - 499	\$358	\$583	\$1,093
	500 - 1,000	\$275	\$425	\$800

**Notes:**

Monster Complete Jobs Bundle will help customers extend the reach of their job postings to diverse and military boards. Each Monster Complete posting includes a US-Any Location job posting with Diversity Opt-in; this posting will also be mirrored on Military.com and our diversity partner websites.

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Job Postings – LOCAL (U.S.)**

Product Name	Quantity	Local Jobs - Tier 2			Local Jobs - Tier 3		
		60-Day	30-Day	14-Day	60-Day	30-Day	14-Day
Job Postings- US-Fixed Location	1	\$213	\$203	\$193	\$163	\$155	\$150
	2	\$188	\$178	\$170	\$150	\$143	\$135
	3	\$175	\$168	\$158	\$140	\$133	\$125
	4	\$163	\$155	\$148	\$130	\$123	\$118
	5 - 9	\$150	\$143	\$135	\$120	\$115	\$108
	10 - 24	\$125	\$120	\$113	\$110	\$105	\$100
	25 - 49	\$100	\$95	\$90	\$100	\$95	\$90
Product Name	Quantity	Local Jobs - Tier 4			Local Jobs - Tier 5		
		60-Day	30-Day	14-Day	60-Day	30-Day	14-Day
Job Postings- US-Fixed Location	1	\$138	\$130	\$125	\$113	\$108	\$103
	2	\$125	\$120	\$113	\$100	\$95	\$90
	3	\$115	\$110	\$105	\$95	\$90	\$88
	4	\$110	\$105	\$100	\$93	\$88	\$85
	5 - 9	\$105	\$100	\$95	\$90	\$85	\$83
	10 - 24	\$95	\$90	\$85	\$88	\$83	\$80
	25 - 49	\$85	\$83	\$80	\$85	\$80	\$78

**Notes:**

Job Postings must be used within ONE year of Purchase.

Job Postings are valid for the duration specified and ONE category and ONE location at a time.

Job posting purchases include all of the following:

Job Logo, One-Click Ad Writer, Filters, Advanced and Basic Screening, Basic Tracking, Online Candidate Management, and Access to Standard MOHQ features including HR Content

For quantities of 50 jobs or more, Local and Anywhere prices are the same; customers should purchase Anywhere jobs to receive maximum flexibility at the same price

**Mid-Contract Policy:**

For job postings, a mid-contract purchase is based on the product pricing of the originating contract. There are no further tier breaks for job posting mid-contract purchases

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Job Postings – LOCAL (U.S.) (continued)**

Product Name	Quantity	Auto-Refresh (A/R)					
		Local Jobs - Tier 2			Local Jobs - Tier 3		
		60-Day w/30-Day A/R	30-Day w/14-Day A/R	60-Day w/14-Day A/R	60-Day w/30-Day A/R	30-Day w/14-Day A/R	60-Day w/14-Day A/R
Job Postings-US-Fixed Location	1	\$338	\$325	\$575	\$263	\$250	\$450
	2	\$300	\$288	\$525	\$238	\$225	\$400
	3	\$275	\$263	\$475	\$213	\$200	\$375
	4	\$250	\$238	\$425	\$200	\$188	\$363
	5 - 9	\$225	\$213	\$400	\$188	\$175	\$350
	10 - 24	\$200	\$188	\$325	\$163	\$150	\$300
	25 - 49	\$138	\$125	\$238	\$138	\$125	\$238
Product Name	Quantity	Auto-Refresh (A/R)					
		Local Jobs - Tier 4			Local Jobs - Tier 5		
		60-Day w/30-Day A/R	30-Day w/14-Day A/R	60-Day w/14-Day A/R	60-Day w/30-Day A/R	30-Day w/14-Day A/R	60-Day w/14-Day A/R
Job Postings-US-Fixed Location	1	\$225	\$213	\$375	\$175	\$170	\$300
	2	\$200	\$188	\$338	\$170	\$165	\$290
	3	\$188	\$175	\$325	\$165	\$160	\$285
	4	\$175	\$163	\$313	\$160	\$155	\$280
	5 - 9	\$163	\$150	\$300	\$155	\$150	\$275
	10 - 24	\$150	\$138	\$275	\$150	\$138	\$263
	25 - 49	\$138	\$125	\$238	\$138	\$125	\$238

**Notes:**

Job Postings must be used within ONE year of Purchase.

Job Postings are valid for the duration specified and ONE category and ONE location at a time.

Job posting purchases include all of the following:

Job Logo, One-Click Ad Writer, Filters, Advanced and Basic Screening, Basic Tracking, Online Candidate Management, and Access to Standard MOHQ features including HR Content

For quantities of 50 jobs or more, Local and Anywhere prices are the same; customers should purchase Anywhere jobs to receive maximum flexibility at the same price

**Mid-Contract Policy:**

For job postings, a mid-contract purchase is based on the product pricing of the originating contract. There are no further tier breaks for job posting mid-contract purchases

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Job Postings (U.S.) – Supplementary Products**

Product Name	Description	Price	
Job Bolding	Highlights your <b>non-extended duration</b> job posting on the job search results page; <b>Prices are per posting</b>	1 - 99 Jobs	<b>\$30</b>
		100 - 999 Jobs	<b>\$20</b>
		1,000+ Jobs	<b>\$10</b>
	Highlights your <b>extended duration</b> job posting on the job search results page; <b>Prices are per posting</b>	Each Extended Duration Job	<b>\$175</b>
Profile Annual	Company overview on the Monster.com website	Per year	<b>\$500</b>
Profile Plus	Company overview and hyperlink	Per year	<b>\$2,000</b>
Apply Online--Linked Offsite	Link to a splash page, the customer's corporate website or directly to their ATS system	1 - 9 Jobs	<b>\$1,000</b>
		10 - 24 Jobs	<b>\$1,250</b>
		25 - 49 Jobs	<b>\$1,500</b>
		50 - 99 Jobs	<b>\$2,000</b>
		100 - 249 Jobs	<b>\$2,500</b>
		250 - 499 Jobs	<b>\$5,000</b>
		500 +	<b>\$7,500</b>

**Notes:**

Job Bolding is an add-on to job posting products; **All add-on prices are per posting**; add-ons must be

purchased at the same time that the job products are purchases

Add-on calculation:

Price with add-ons = number of postings \* (price per posting + appropriate add-on price per posting)

e.g.

Rate card price for 250 60-day **bolded** jobs = 250 \* (\$55 + \$20) = \$18,750

Rate card price for 1 90-day extended duration **bolded** jobs with 30-day auto-refresh = 1 \* (\$475 + \$175) = \$650

Rate card price for 2 180-day extended duration **bolded** jobs with 14-day auto-refresh = 2 \* (\$1,500 + \$175) = \$3,175

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Resume Access**

Product Name	Duration	Type	Price per License						
			1	2	3	4	5 - 19	20 - 99	100+
SmartFind Resume Search--Flex Licenses	<b>View Cap: 20,000 Resume Agents: 10</b>								
	Annual	National	\$5,997	\$4,500	\$3,780	\$3,420	\$3,120	\$2,520	\$2,040
		Radius	\$4,200	\$3,120	\$2,820	\$2,580	\$2,340	\$1,920	\$1,560
	<b>View Cap: 10,000 Resume Agents: 10</b>								
	6-Month	National	\$3,900	\$2,940	\$2,460	\$2,220	\$2,040	\$1,620	\$1,320
		Radius	\$3,000	\$2,280	\$1,920	\$1,740	\$1,560	\$1,200	\$1,200
<b>View Cap: 5,000 Resume Agents: 10</b>									
3-Month	National	\$2,400	\$1,800	\$1,500	\$1,380	\$1,260	\$1,020	\$1,020	
	Radius	\$1,800	\$1,380	\$1,140	\$1,020	\$960	\$780	\$780	

SmartFind Resume Search-- Companion License	<b>View Cap: 500 Resume Agents: 1</b>								
	Annual	National	\$600	\$600	\$600	\$600	\$600	\$600	\$600

SmartFind Resume Search-- Companion License	<b>View Cap: 500 Resume Agents: 1</b>								
	Annual	Radius	\$450	\$450	\$450	\$450	\$450	\$450	\$450

**Notes:**

All radius licenses are 100 miles

Companion Resume licenses can only be purchased with an Annual National Flex license or if such a license is already active with that account; the Companion license expires at the same time as the Flex license, but the price **may not** be pro-rated

**Additional resume agents available for \$100 each, minimum quantity of 10**

Resume license purchases include all of the following features:

HR Content, Folders, Quick Search and Standard HQ Features

**Mid-Contract Policy:**

For resume licenses, a mid-contract purchase is based on the product pricing of the originating contract.

There are no further tier breaks for resume license mid-contract purchases

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Diversity Recruitment Solution Products – A la carte**

<b>Product Name</b>	<b>Description</b>	<b>Price</b>	
Job Posting-US-Diversity-Mirrored A la Carte*	Client must post all their Monster Core postings to Monster Diversity, no partial inventory. This product and price only applies to US postings	Total price of jobs	<b>25%</b>
Job Posting-US-Diversity-Extended-Mirrored A la Carte*	Client must post all their Monster Core postings to Monster Diversity, no partial inventory. This product and price only applies to US postings	Total price of jobs	<b>25%</b>
Monster Diversity Annual Resume Licenses**	Add on pricing is per license for Diversity Resume access – this is the fee that needs to be paid in addition to SmartFind Resume Access	Per license	<b>\$1,500</b>
SmartFind Resume Search--Diversity Companion License**	Companion Resume licenses can only be purchased with an Annual National Flex license or if such a license is already active with that account	Per license	<b>\$250</b>

**Note:**

No volume breaks are enabled for any Diversity Resume license

\*Requires purchase of US Any Location or US Extended Any Location job posting

\*\*Requires purchase of Smart Find Resume Access

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Monster.com Recruitment Advertising – Monster.com Pre-Configured Products**

<b>Pre-Configured Monster Media Products</b>	<b>Price</b>
Media: Homepage 120x60 Logo	<b>\$5.00 CPM</b>
Media: Homepage Featured Employer (Geographic: IP Address)	<b>\$8.00 CPM</b>
Media: Homepage Featured Employer Bundle (Featured Employer and Logo together)	<b>\$10.00 CPM</b>
Media: Homepage Banner 250x250	<b>\$10.00 CPM</b>
Media: My Monster Featured Opportunity (Geographic: IP Address and MOC)	<b>\$10.00 CPM</b>
Media: My Monster Now Hiring Locally (Geographic: IP Address and MOC)	<b>Tier 1: \$6,000 per month Tier 2: \$2,000 per month Tier 3: \$500 per month</b>
Media: Now Hiring Text Link--Career Advice Industry	<b>\$750 per week</b>
Media: Monster Newsletter Ad--General Newsletter Text Ad	<b>\$1,500 per week</b>
Media: Monster Newsletter Ad--General Newsletter Featured Job	<b>\$2,500 per week</b>
Media: Monster Newsletter Ad--Industry Newsletter Text Ad	<b>\$750 per week</b>
Media: Monster Newsletter Ad--Industry Newsletter Featured Job	<b>\$1,000 per week</b>

<b>Sponsorship Products</b>	<b>Price</b>
Media: Monster Career Advice Section Sponsorship	<b>\$5,000 per month</b>

**Notes:**

- \$2,500 minimum spend per ad campaign
- At least 1 job must be active on the Monster site
- CPM = Cost Per Thousand impressions

**DISPLAY AD DISCOUNT POLICY**

<b>Line Item Purchase (\$)</b>	<b>GSA Display Ad Discount</b>
\$10K <= x < \$25K	15%
\$25K <= x < \$50K	20%
\$50K <= x < \$100K	25%
>= \$100K	40%

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Monster.com Recruitment Advertising – Career Ad Network**

**Career Ad Network -- 200,000 impressions (Behavioral Targeting)**

Product Name	Quantity	Price per Unit
Media: Monster Career Ad Network	1	\$475
	2	\$400
	3	\$375
	4	\$350
	5 - 9	\$320
	10 - 24	\$265
	25 - 49	\$200
	50 - 99	\$165
	100 - 249	\$135
	250 - 499	\$110
	500 - 999	\$100
	1000 - 2499	\$90
	2500 - 4999	\$80
	5000 - 9999	\$70
10000 +	\$50	

**Notes:**  
-30 day units

**DISPLAY AD DISCOUNT POLICY**

Line Item Purchase (\$)	GSA Display Ad Discount
\$10K <= x < \$25K	15%
\$25K <= x < \$50K	20%
\$50K <= x < \$100K	25%
>= \$100K	40%

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Monster.com Recruitment Advertising – Monster.com A la Carte Advertising**

**Product Name: Media: A La Carte Bundle**

**Base Products**

<b>Standard Units: ROS</b>	<b>Price</b>
Media: Banner--300X250 Rectangle	<b>\$5.00 CPM</b>
Media: Banner--160X600 Skyscraper	<b>\$4.50 CPM</b>
Media: Banner--728X90 Leaderboard	<b>\$4.50 CPM</b>

<b>Targeting Options</b>	<b>Price</b>
Media: Targeting--Job Search (Job Search Category, Job Search Location, Job Search Keyword)	<b>+ \$5.50 CPM per Target</b>
Media: Targeting--Career Demographic (MOC, Career Level, Education Level, Military Status)	<b>+ \$4.50 CPM per Target</b>

**DISPLAY AD DISCOUNT POLICY**

<b>Line Item Purchase (\$)</b>	<b>GSA Display Ad Discount</b>
\$10K <= x < \$25K	15%
\$25K <= x < \$50K	20%
\$50K <= x < \$100K	25%
>= \$100K	40%

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Job Spotlight**

Product Name	Pricing Tier	Exclusive Ownership			25% Rotation		
		Top	Middle	Bottom	Top	Middle	Bottom
Media: Job Spotlight	1	\$23,750	\$21,375	\$19,000	\$4,750	\$4,275	\$3,800
	2	\$9,350	\$8,500	\$7,650	\$2,125	\$1,913	\$1,700
	3	\$5,400	\$4,950	\$4,500	\$1,350	\$1,238	\$1,125
	4	\$3,375	\$3,000	\$2,625	\$900	\$825	\$750
	5	\$1,125	\$1,125	\$1,125	\$375	\$375	\$375
	6	\$225	\$225	\$225	\$75	\$75	\$75

Product Name	Pricing Tier	Exclusive Ownership			25% Rotation		
		Top	Middle	Bottom	Top	Middle	Bottom
Media: Job Spotlight--2 Week	1	\$14,250	\$12,825	\$11,400	\$2,850	\$2,565	\$2,280
	2	\$5,610	\$5,100	\$4,590	\$1,275	\$1,148	\$1,020
	3	\$3,240	\$2,970	\$2,700	\$810	\$743	\$675
	4	\$2,025	\$1,800	\$1,575	\$540	\$495	\$450
	5	\$675	\$675	\$675	\$225	\$225	\$225
	6	\$135	\$135	\$135	\$45	\$45	\$45

**Notes:** All Prices are per category/location combination per calendar month

Product Name	Price
Media: Job Spotlight—CPM (Run of Job Search Results Page)	\$15.00 CPM
Media: Job Search Agent Spotlight	\$15.00 CPM

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**E-Mail**

**Monster TargetMail**

Product Name	Emails per Campaign	# Campaigns				
		1 - 4	5 - 19	20 - 99	100 - 199	200+
Media: Monster TargetMail	5,000	\$2,500	\$2,300	\$2,000	\$1,700	\$1,500
	10,000	\$4,800	\$4,400	\$3,900	\$3,200	\$2,800
	15,000	\$7,000	\$6,500	\$5,500	\$4,700	\$4,000
	25,000	\$11,250	\$10,250	\$9,000	\$7,650	\$6,500
	50,000	\$20,000	\$18,000	\$16,000	\$13,500	\$11,500
	100,000	\$35,000	\$32,000	\$28,000	\$24,000	\$20,000

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

## Media Bundles

### Field Sales Media Bundles

Product Name	Description	Price
Media: Field Sales Media Sampler Bundle	1 Job Spotlight -- Top Position (1 month; excludes Tier 1) 2 weeks Now Hiring text link, targeted by industry 2 weeks Newsletter text ad, targeted by industry 1local TargetMail campaign, up to 5,000 emails <i>Note: \$2,500 upgrade for Spotlight in Tier 1 category/location</i>	<b>\$8,000</b>
Media: Field Sales Career Event Bundle	3 Job Spotlights -- Top Position (1 month; excludes Tier 1) 3 TargetMail for Career Fair campaigns, up to 5,000 emails per campaign <i>Note: \$2,500 upgrade for <b>each</b> Spotlight in Tier 1 category/location</i>	<b>\$16,500</b>
Media: Field Sales Passive Candidate Bundle	6 TargetMail for Job Postings campaigns, up to 5,000 emails per campaign 6 Job Agent Spotlights (1 month; excludes Tier 1) 6 Newsletter Featured Job ads, targeted by industry <i>Note: \$250 upgrade for <b>each</b> Agent Spotlight in Tier 1 category/location</i>	<b>\$21,900</b>
Media: Field Sales Branding Coverage Bundle	Homepage Featured Employer, 500,000 views 12 Job Spotlights -- Top Position (1 month; excludes Tier 1) 6 TargetMail for Job Postings campaigns, up to 5,000 emails per campaign 6 weeks Now Hiring text link, targeted by industry <i>Note: \$2,500 upgrade for <b>each</b> Spotlight in Tier 1 category/location</i>	<b>\$53,900</b>

### SMB Media Bundles

Product Name	Description	Price
Media: SMB Career Fair Bundle	1 Job Spotlight -- Top Position (1 month; excludes Tier 1) 1 TargetMail for Career Fair campaigns, up to 5,000 emails each <i>Note: \$2,500 upgrade for Spotlight in Tier 1 category/location</i>	<b>\$5,500</b>

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Media Bundles (continued)**

**Emerging Workforce Media Bundles**

<b>Product Name</b>	<b>Description</b>	<b>Price</b>
Media: Emerging Workforce Media Planner Bundle	15 Hiring Campaigns, <i>Youth Channel – Career Ad Network</i> 50 MonsterTRAK job postings 1 direct email campaign to target audience 50 MonsterTRAK school sponsored buttons 1 company profile	<b>\$18,000</b>
Media: Emerging Workforce Media Coverage Bundle	3 Hiring Campaigns per month for 12 months, <i>Youth Channel – Career Ad Network</i> (or 36 campaigns for the year to be used at will) Regional MonsterTRAK job postings for all locations and all (2-4 year) schools Regional school buttons for all locations and all schools 2 direct email campaigns to target audience 1 company profile	<b>\$29,700</b>
Media: Emerging Workforce Mass Media Bundle	3 Hiring Campaigns per month for 12 months, <i>Youth Channel – Career Ad Network</i> (or 36 campaigns for the year to be used at will) National MonsterTRAK job postings for all locations and all (2-4 year) schools National school buttons for all locations and all schools 6-8 direct email campaigns to target audience 300 Lead Generation for all locations and all schools 1 company profile	<b>\$52,200</b>

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Monster Youth Advertising**

**MonsterTrak Advertising**

**Banners & Logos**

Product Name	Price
TRAK - Media: ROS Banner--728X90	<b>\$10 CPM</b>
TRAK - Media: ROS Banner--160X600	<b>\$10 CPM</b>
TRAK - Media: ROS Banner--300X250	<b>\$15 CPM</b>
TRAK - Media: ROS Logo--120X60	<b>\$5 CPM</b>

**School Targeted Buttons**

Product Name	Price
TRAK - Media: Nationwide School Button-120X60 CPM	<b>\$5 CPM</b>
TRAK - Media: Nationwide School Button-120X60	<b>\$250 per button per week</b>

**Recruitment Sponsorship Packages**

Product Name	Price
TRAK Media: Agent Sponsorship Package	<b>\$2,000 per week per school</b>

**Job Spotlight**

Product Name	Price
TRAK - Media: Job Spotlight CPM	<b>\$15 CPM</b>

**TRAK E-Mail**

Product Name	Emails per Campaign	Price per Campaign
TRAK - Media: TargetMail	5,000	<b>\$2,500</b>
TRAK - Media: TargetMail - (12 Months)	5,000	<b>\$2,500</b>
TRAK - Email Job Campaign	5,000	<b>\$200</b>
TRAK - Email Job Campaign - (12 Months)	5,000	<b>\$200</b>

**DISPLAY AD DISCOUNT POLICY**

Line Item Purchase (\$)	GSA Display Ad Discount
\$10K <= x < \$25K	15%
\$25K <= x < \$50K	20%
\$50K <= x < \$100K	25%
>= \$100K	40%

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Monster Youth Advertising (continued)**

**Newsletter Ad**

Product Name	Price
TRAK - Media: Newsletter Sponsorship	<b>\$750</b>

Product Name	Price
TRAK Media: MonsterTrak mtvU Sponsorship-The Opening	<b>\$35,000</b>

**Video**

Product Name	Price
TRAK - Homepage Video TRAK - Homepage Video - (12 months)	<b>\$50,000</b>

**Note:**

Use the (12 months) product if the video will not be used immediately

**FastWeb Advertising**

**Banners & Buttons**

Product Name	Price
Media: FastWeb Targeted Banner--160X600	<b>\$20 CPM</b>
Media: FastWeb ROS Banner--160X600	<b>\$10 CPM</b>

**Note:**

**CPM = Cost Per Thousand impressions**

**DISPLAY AD DISCOUNT POLICY**

Line Item Purchase (\$)	GSA Display Ad Discount
\$10K <= x < \$25K	15%
\$25K <= x < \$50K	20%
\$50K <= x < \$100K	25%
>= \$100K	40%

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**Military.com Advertising**

**A-la-Carte Placements**

<b>Product Name = MIL Recruitment Media 6 Months or MIL Recruitment Media 12 Months</b>	<b>6-Month Price</b>	<b>12-Month Price</b>
Military.com Career Center-Featured Job or Employer	\$4,800	\$9,600
Military.com Career Center 160x600 Skyscraper	\$3,600	\$7,200
Military.com Home Page Featured Job or Featured Employer	\$3,600	\$7,200
Security Clearance Career Center Featured Job	\$3,600	\$7,200
Security Clearance Career Center--300X250***	\$3,600	\$7,200
Defense & Aerospace Career Center Featured Job or Promotion***	\$750	\$1,500
Defense & Aerospace Career Center Banner--300X250***	\$750	\$1,500
Guard & Reserve Career Center Featured Job or Promotion***	\$750	\$1,500
Guard & Reserve Career Center Banner--300X250***	\$750	\$1,500
Maintenance Career Center Featured Job or Promotion***	\$750	\$1,500
Maintenance Career Center Banner--300X250***	\$750	\$1,500
Overseas Career Center Featured Job or Promotion***	\$1,800	\$3,600
Overseas Career Center Banner--300X250***	\$1,800	\$3,600
Government & Law Enforcement Career Center Featured Job or Promotion***	\$2,250	\$4,500
Government & Law Enforcement Career Center Banner--300X250***	\$2,250	\$4,500
Healthcare & Nursing Career Center Featured Job or Promotion***	\$2,250	\$4,500
Healthcare & Nursing Career Center Banner--300X250***	\$2,250	\$4,500
Retail Career Center Featured Job or Promotion***	\$750	\$1,500
Retail Career Center Banner--300X250***	\$750	\$1,500
Teaching & Education Career Center Featured Job or Promotion***	\$750	\$1,500
Teaching & Education Career Center Banner--300X250***	\$750	\$1,500
Veteran Career Transition Interview and Hosting: HTML Page***	\$5,000	\$10,000
Military-Friendly Company Profile: HTML Page***	\$3,000	\$6,000

**Notes:** All proposals containing placements marked with \*\*\* are required to go through proposal approval. Please send to Tara Mellon ([tara.mellon@military-inc.com](mailto:tara.mellon@military-inc.com)) and Kim Foster ([kim.foster@monster.com](mailto:kim.foster@monster.com)).

**DISPLAY AD DISCOUNT POLICY**

<b>Line Item Purchase (\$)</b>	<b>GSA Display Ad Discount</b>
\$10K <= x < \$25K	15%
\$25K <= x < \$50K	20%
\$50K <= x < \$100K	25%
>= \$100K	40%

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Military.com Advertising (continued)**

**Military.com Newsletter Placements**

<b>Product Name = MIL Recruitment Newsletter</b>	<b>Price</b>
Veteran Careers Newsletter	<b>\$3,255</b>
Fast Track Careers Newsletter	<b>\$1,350</b>
Security Clearance Newsletter	<b>\$2,310</b>
Active Duty Newsletter	<b>\$8,580</b>
Veteran Newsletter	<b>\$11,075</b>
Military Report Newsletter***	<b>\$13,000</b>
Veteran Report Newsletter***	<b>\$9,500</b>
Family Newsletter***	<b>\$3,850</b>

**Notes:**

All proposals containing placements marked with \*\*\* are required to go through proposal approval.

Please send to Tara Mellon (tara.mellon@military-inc.com) and Kim Foster (kim.foster@military-inc.com).

**DISPLAY AD DISCOUNT POLICY**

<b>Line Item Purchase (\$)</b>	<b>GSA Display Ad Discount</b>
\$10K <= x < \$25K	15%
\$25K <= x < \$50K	20%
\$50K <= x < \$100K	25%
>= \$100K	40%

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Military.com Packages**

**Security Clearance Marketing Packages**

Product Name	Description	Price
MIL Security Clearance - 6 Month Silver Pkg	Featured Job or Promotion in Security Clearance Jobs Newsletter: 1 send Featured Job or Promotion in Security Clearance Career Center: 50,000 impressions Featured Job or Promotion in Active Duty <b>OR</b> Veteran Newsletter: 1 sends Featured Job or Promotion on Military.com Homepage: 100,000 impressions Company listing in Military.com Directory of "Military-friendly" employers Promotion of your organization's job fairs and hiring events	<b>\$10,000</b>
MIL Security Clearance - 1 Year Silver Pkg	Featured Job or Promotion in Security Clearance Jobs Newsletter: 5 sends Featured Job or Promotion in Security Clearance Career Center: 150,000 impressions Featured Job or Promotion in Active Duty <b>OR</b> Veteran Newsletter: 1 send Featured Job or Promotion on Military.com Homepage: 300,000 impressions Company listing in Military.com Directory of "Military-friendly" employers Promotion of your organization's job fairs and hiring events	<b>\$20,000</b>
MIL Security Clearance - 1 Year Gold Pkg	Featured Job or Promotion in Security Clearance Jobs Newsletter: 5 sends Featured Job or Promotion in Security Clearance Career Center: 150,000 impressions Featured Job or Promotion in Active Duty <b>OR</b> Veteran Newsletter: 5 sends Featured Job or Promotion in Military & Veteran Career Center: 400,000 impressions One of the two items listed below: Featured Job or Promotion in Veteran Career Newsletter: 6 sends Featured Job or Promotion in Fast Track Newsletter: 6 sends Featured Job or Promotion on Military.com Homepage: 300,000 impressions Company listing in Military.com Directory of "Military-friendly" employers Promotion of your organization's job fairs and hiring events	<b>\$50,000</b>

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Military.com Packages (continued)**

**Veteran Recruiting Packages**

Product Name	Description	Price
MIL Veteran Recruiting - 6 Month Silver Pkg	Featured Job or Promotion in Military & Veteran Career Center: 300,000 impressions <b>Select ONE from the following:</b> Featured Job or Promotion in Veteran Career Newsletter: 2 sends Featured Job or Promotion in Fast Track Newsletter: 3 sends Featured Job or Promotion on Military.com Homepage: 100,000 impressions Company listing in Military.com Directory of "Military-friendly" employers Promotion of your organization's job fairs and hiring events Company listing in Military.com Directory of "Spouse-friendly" employers	<b>\$10,000</b>
MIL Veteran Recruiting - 6 Month Gold Pkg	Featured Job or Promotion in Military & Veteran Career Center: 300,000 impressions <b>Select ONE from the following:</b> Featured Job or Promotion in Veteran Career Newsletter: 2 sends Featured Job or Promotion in Fast Track Newsletter: 3 sends Featured Job or Promotion in Active Duty or Veteran Newsletter: 2 sends Featured Job or Promotion on Military.com Homepage: 200,000 impressions Company listing in Military.com Directory of "Military-friendly" employers Promotion of your organization's job fairs and hiring events Company listing in Military.com Directory or "Spouse-friendly" employers	<b>\$25,000</b>

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Military.com Packages (continued)**

<b>Veteran Recruiting Packages (continued)</b>		
<b>Product Name</b>	<b>Description</b>	<b>Price</b>
MIL Veteran Recruiting - 1 Year Silver Pkg	Featured Job or Promotion in Military & Veteran Career Center: 600,000 impressions <b>Select ONE from the following:</b> Featured Job or Promotion in Veteran Career Newsletter: 4 sends Featured Job or Promotion in Fast Track Newsletter: 6 sends Featured Job or Promotion on Military.com Homepage: 400,000 impressions Company listing in Military.com Directory of "Military-friendly" employers Promotion of your organization's job fairs and hiring events Company listing in Military.com Directory of "Spouse-friendly" employers	<b>\$20,000</b>
MIL Veteran Recruiting - 1 Year Gold Pkg	Featured Job or Promotion in Military & Veteran Career Center: 600,000 impressions <b>Select ONE from the following:</b> Featured Job or Promotion in Veteran Career Newsletter: 4 sends Featured Job or Promotion in Fast Track Newsletter: 6 sends Featured Job or Promotion in Active Duty or Veteran Newsletter: 4 sends Featured Job or Promotion on Military.com Homepage: 400,000 impressions Company listing in Military.com Directory of employers Hiring Veterans Promotion of your organization's job fairs and hiring events Company listing in Military.com Directory or "Spouse-friendly" employers	<b>\$50,000</b>

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**Military.com Packages (continued)**

**Career Fair Packages**

Product Name	Description	Price
Military.com Career Fair Standard Package	8'x10' booth area (6' skirted table; 2 chairs) Company name featured on event page on Military.com website as a participating company Company name featured in the Veteran Career Guide given to the job seekers the day of the event Lunch and drink tickets for two people	<b>\$2,495</b>
Military.com Career Fair Silver Package	8'x10' booth area (6' skirted table; 4 chairs) Company logo displayed on event page on Military.com website as a participating company 1/8 page ad in Veteran Career Guide given to the job seekers the day of the event Resume database available on CD-Rom after event Lunch and drink tickets for four people Company name and logo sign for booth	<b>\$2,995</b>
Military.com Career Fair Gold Package	8'x20' booth area (2 ea. - 6' skirted table; 6 chairs) Company logo displayed on event page on Military.com website as a participating company 1/4 page ad in Veteran Career Guide given to the job seekers the day of the event Resume database available on CD-Rom after event Lunch and drink tickets for six people Company name and logo sign for booth	<b>\$3,995</b>

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**MonsterTrak Job Postings and FastWeb Part-time Job Postings**

**MONSTERTRAK JOB POSTINGS (U.S.)**

Product Name	Quantity	Price
TRAK - Media: Network Product - bulk	1 - 4	<b>\$198</b>
	5 - 9	<b>\$150</b>
	10 - 24	<b>\$125</b>
	25 - 49	<b>\$88</b>
	50 - 99	<b>\$73</b>
	100 +	<b>\$58</b>
TRAK - Media: Network Product - (6 month) All schools/All states	Each	<b>\$7,500</b>
TRAK - Media: Network Product - (12 month) All schools/All states	Each	<b>\$12,500</b>

**Notes:**

The TRAK - Media: Network Product provides the customer a MonsterTRAK job posting and concurrent TRAK Career Ad Network campaign which is distributed over our vast online network, pinpointing the exact type of emerging workforce candidate desired. The job postings reach more than 3,100 college and university career centers. Postings run for 30 days, can go live within minutes and includes a single title, in one industry, posted to a state location, with a single job search category and job search sub-category

**FASTWEB PART-TIME JOB POSTINGS (U.S.)**

Product Name	Quantity	Price
Job Postings-US- FastWeb 28-Day Standard Part Time	1	<b>\$238</b>
	2	<b>\$200</b>
	3	<b>\$188</b>
	4	<b>\$175</b>
	5 - 9	<b>\$160</b>
	10 - 24	<b>\$133</b>
	25 - 49	<b>\$100</b>
	50 - 99	<b>\$83</b>
	100 - 249	<b>\$68</b>
	250 - 499	<b>\$55</b>
	500 - 999	<b>\$50</b>
	1,000 - 2,499	<b>\$45</b>

A FastWeb Part-time Job Posting consists of a single position at a single location shown on the FastWeb web site to individuals who live within 15 miles of the location for a 30-day period. Additionally, it includes up to 2,500 e-mail notifications of the job posting to students who live within 15 miles of the location to the extent available.

Use the (12 months) product if the posting(s) will not be used immediately

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

**MonsterTrak Job Resume Access (U.S. College Access Only)**

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**MONSTERTRAK RESUME ACCESS (U.S. College Access Only)**

Product Name	Price per License					Resume Agents
	1	2	3	4	5	
TRAK - Resume Access - 30 Days	\$300	\$300	\$300	\$300	\$300	2
TRAK - Resume Access - 3 Months	\$480	\$480	\$480	\$480	\$480	5
TRAK - Resume Access - 1 Year	\$1,200	\$960	\$840	\$780	\$720	10

Appendix A contains additional terms and conditions applicable to these products. Appendix D contains a Service Level Agreement applicable to these products available for negotiation and incorporation into agency orders.

## APPENDICES

### Appendix A – Additional Terms and Conditions

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#### **Government Services Agreement for Monster Job Postings, SmartFind Resume Database Access, Advertising, Precision Hiring, 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 Government Solutions LLC (“Monster”). Monster and its affiliates operate internet-based interactive job posting and search service/career destination portals on (i) Monster.com and (ii) international “Monster” branded or affiliate owned sites (e.g., Monster.co.uk (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 or proposal provided to Government (“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 Government pre-paid amounts for services not rendered as of the date of such termination.

**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. Government acknowledges that job postings on the Sites also appear in search results on other websites owned or affiliated with Monster, including websites co-branded with third parties.

(b) 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 when a resume is acted upon following a resume search. Examples of a single resume view include without limitation when a Resume User: a) opens a resume, b) opens and prints the resume, c) opens and emails the resume, d) opens and adds it to a folder or e) adds a resume to a folder without opening such resume. Multiple resume views occur when a Resume User opens and closes the same resume multiple times. 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. 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.

(c) Diversity Services. If set forth in the Quote, Monster shall provide the following diversity Services to Government in conjunction with Monster's Diversity & Inclusion Network partner sites (the "Diversity Network"). A current list of Diversity Network partners can be viewed at <http://info.monster.com/diversity.asp>. Please note that Monster may add or remove partner sites from Monster's Diversity Network from time to time without notice.

(i) Diversity Job Postings. If Government has purchased Diversity Job Postings, in addition to posting on monster.com and the Diversity section of monster.com, all of Government's Monster U.S. Job Postings will be posted concurrently on the applicable career sections of each Diversity Network site for the same duration as the applicable Monster U.S. Job Posting. The terms and conditions set forth in Section 4(a) for Monster U.S. Job Postings shall also apply to Diversity Job Postings; and

(ii) Diversity Resume Database. If Government has purchased a Diversity Resume Database Access License (“Diversity License”), Government will be permitted to access the Monster U.S. Resume Database and diverse candidate resumes from Monster.com and the Diversity Network shall be “flagged” as diverse candidates in the search results listing. The terms and conditions set forth in Section 4(b) for Monster Resume Database Licenses shall also apply to Diversity Licenses.

(d) Advertising. If set forth in the Quote, Monster will permit Government to post banner and button advertising on the Sites and/or on the Diversity Network. Except as expressly provided in the Quote, positioning of advertisements is within the sole discretion of Monster. Government acknowledges that Monster has made no guarantees with respect to usage statistics or click through rates for any advertisement. Government will provide all materials for the advertisements in accordance with Monster’s policies in effect from time to time. All contents of Government advertisements are subject to Monster’s sole approval. Monster reserves the right in its sole discretion to reject or cancel any advertisement, space reservation, URL link or position commitment at any time. If Monster fails to publish an advertisement in accordance with the Quote (or in the event of any other failure, technical or otherwise, of such advertisement to appear as provided in such Quote), Monster’s sole liability to Government will be limited to, at Government’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.

(e) Monster Career Ad Network (CAN) Package. If set forth in the Quote, Monster will run an advertisement campaign (“CAN Ad Campaign”) created from a job posting specified by Government (each, a “CAN Ad”). Each such CAN Ad Campaign will have an associated scheduled run as set forth in the Quote (the “Run Period”), during which time such CAN Ad may appear on Monster Property (as defined below) or CAN Partner Property (as defined below). Each such CAN Ad will be created by an automated process to be determined by Monster in its sole discretion. Each such CAN Ad may be placed on (i) any content or property provided by Monster (“Monster Property”) and (ii) any other content or property provided by a third party (each, a “CAN Partner”) upon which Monster places ads (“CAN Partner Property”), such placement to be determined by a targeting algorithm as determined by Monster in its sole discretion. Government authorizes, approves and consents to all such placements. Monster warrants that its online advertising policy is as follows: CAN Ads will not, to Monster’s knowledge, be associated with or displayed on the same page as any questionable or illicit content, where questionable or illicit content is defined as any editorial, visual, user generated dialog and/or imagery that is: in violation of any local, state, or federal ordinance, regulations or law; pornographic; defamatory, obscene, threatening, abusive or promote any activity that is illegal, discriminatory or has the intention to cause harm. Monster or a CAN Partner may remove any CAN Ad or discontinue any CAN Ad Campaign that violates any provision of this Agreement or any Site’s or CAN Partner’s terms of use.

(d) Precision Hiring. If set forth in the Quote, Monster will (i) engage with Government to develop the recruitment plan, (ii) develop, deploy and maintain for the period set forth in the Quote a Career Landing Page on the Internet, (iii) manage the recruitment advertising campaign specified in the Quote, and (iv) conduct the sourcing and screening of candidates as described in the Quote. As used herein, “User Data” means any and all data and information concerning any person who accesses the Career Landing Page (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 Career Landing Page, 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 sole property of Government, provided that Monster shall have the right to maintain a copy of the User Data solely for archival purposes as part of its normal process of backing up and archiving data on its Sites. Except in the event of gross negligence or willful misconduct arising out of or relating to the delivery of the Precision Hiring Services by Monster, Government shall indemnify Monster, its affiliates and their respective officers, directors, employees and agents, from and against any third

party claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from Government's use of the results of the Precision Hiring 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 Precision Hiring services (i.e., that the Precision Hiring services will result in an actual hire of a qualified individual). Government will pay Monster the referral fee set forth in the Quote for each submitted and acceptable candidate pursuant to mutually agreeable criteria, which is determined during the discovery and requirements phase of the engagement. Each candidate submitted by Monster to the Government must be approved or declined within three business days of receipt by an authorized Government representative. A non-response by Government within three business days shall be recognized as an "accepted" candidate and will be invoiced accordingly.

**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) As between Monster and Government, any job postings and/or advertisements provided by Government for placement on any Site and all intellectual and other proprietary rights therein are and shall at all times remain Government's property. Government grants to Monster and its affiliates an irrevocable, royalty-free, perpetual, fully paid up, non-exclusive and worldwide license to use, copy, reproduce, publish, perform, display, and distribute such job postings (in whole or in part). Monster shall retain all right, title and interest, including all intellectual property rights, to and in: (i) any proprietary technology and software contained or incorporated in or part of the Sites and (ii) the content (excluding Government's job postings) on or part of the Sites (including without limitation all resumes), and all elements which are a part of or incorporated in (or constitute a collection or compilation of) any of the foregoing.

(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 (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.

**7. Terms of Use.** Government acknowledges that it and its employees and agents must comply with the terms of use of Monster.com and each Affiliate Site described in the Quote or accessed by Government. 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 Warranty.** 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. To the fullest extent permitted by law, with respect to CAN Ad Campaigns, Monster disclaims all guarantees regarding positioning, levels, quality, or timing of: (i) costs per click; (ii) click through rates; (iii) usage statistics; (iv) availability and/or delivery of any impressions on any Monster Property or CAN Partner Property or section thereof; (v) clicks; (vi) conversions or other results for any CAN Ad; (vii) the accuracy of CAN Partner data (e.g. reach, size of audience, demographics or other purported characteristics of audience); and (viii) the adjacency or placement of CAN Ads. EXCEPT FOR THE FOREGOING, MONSTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT WITH RESPECT TO ITS SERVICES OR THE CITES OR THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF ANY OF USE OF ITS SERVICES OR SITES.

**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 OBLIGATIONS OF AN INDEMNIFYING PARTY UNDER SECTION 9 OR BREACHES OF SECTIONS 4(b) OR 11, 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 OR THE SERVICES PROVIDED HEREUNDER (INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT), REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF, AND (B) EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY PRODUCT, THE SERVICES PROVIDED HEREUNDER OR ANY SITE, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY GOVERNMENT TO MONSTER DURING THE TERM HEREOF.

**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 the Sites other than the search engine and search agents available from Monster on the Sites, except for generally available third party web browsers (e.g., Internet Explorer, Firefox or Safari). 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 any 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, regulations and executive orders, including but not limited to laws relating to labor and employment (including but not limited to anti-discrimination, affirmative action and the U.S. Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures), data privacy, data access and use, and intellectual property. 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 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. 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. 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.

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

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**SERVICE LEVEL AGREEMENT**

**For**

**GOVERNMENT CUSTOMER**

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

This Service Level agreement (“SLA”) is an exhibit to the Membership Agreement between Monster Inc. (hereinafter referred to as “Monster”) of 5 Clock Tower Place, Maynard, MA 01754, **CUSTOMER** (hereinafter referred to as “Customer”) or “Customer” of **INSERT ADDRESS HERE**.

This SLA describes the terms and conditions under which Monster will provide service as described in the Membership Agreement and Proposal (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.

<b>Problem Priority</b>	<b>Status</b>	<b>Impact</b>
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 functional but defect does exist which should be eventually be corrected.

**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 nay 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 RESPONSIBILITES**

### **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 AND REMEDIES**

### **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 Remedies for breaches**

In the events of any uncured breaches by Monster or failure to furnish the agreed level of service, Monster will make commercially reasonable efforts to restore the service to a good operating condition. If any remedies are available in the event of a breach, such remedies will be defined in Schedule B to this SLA.

#### **5.4 Force majeure**

Except in respect of payment obligations, neither party will be liable for any failure or delay in its performance under this SLA due to reasons beyond its reasonable control, including, without limitation, acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act or failure of the Internet, provided the delayed party gives the other party prompt notice of the reasons for such cause.

### **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**

In the event that the Customer operates formal security policies and notifies Monster in advance of such policies, and in advance of when employees or sub-contractors of Monster are within the Customer environment, Monster will ensure that its applicable employees are made aware of such 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**

Where it deems it necessary, 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 Membership Agreement. 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.

## **SCHEDULE A – CUSTOMIZED SERVICES TO BE PROVIDED**

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.

- 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.
- c. Non-cumulative Credits. Customer eligibility for Service Level Credits as described in this SLA is non-cumulative for a single reported event, problem or system related issue for which Customer is entitled to a Service Level Credit. (i.e., one event can give rise to not more than one two-day credit)
- d. Cap on Service Level Credits. Notwithstanding anything to the contrary contained herein, Customer shall not be eligible for Service Level Credits in excess of the addition of thirty (30) days to the Term of the Membership Agreement.

## **Appendix C - Service Level Agreement - Monster Hiring Management**

This Service Level Agreement is available for negotiation and incorporation into agency orders for the Monster Hiring Management products.

MONSTER GOVERNMENT SOLUTIONS  
SERVICE LEVEL AGREEMENT  
FOR  
MONSTER HIRING MANAGEMENT



**Version 1.0**  
July 31, 2006

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## Statement of Intent

A Service Level Agreement (SLA) sets the expectations between the CUSTOMER and MONSTER GOVERNMENT SOLUTIONS (MGS). It helps define the relationship between both parties with realistic and measurable commitments and is the cornerstone of how MGS sets and maintains commitments to the CUSTOMER.

This SLA is a supporting document to all task orders issued under GSA schedule contract number GS-02F-0010P for Monster Hiring Management and related Help Desk Support. This document is designed to address the following key factors in providing consistent customer service and availability:

- MGS Duties and Responsibilities
- CUSTOMER Duties and Responsibilities
- Problem Escalation
- Breach and Remedies

## Scope of Work

### Standard Services

This SLA covers the standard commercial-off-the-shelf (COTS) Application service of Monster Hiring Management (formerly QuickHire, hereinafter referred to as the "Application") as procured under the MGS GSA schedule contract number GS-02F-0010P. The Application is delivered via an application-service-provider (ASP) model, whereby MGS hosts the Application in a shared production data center environment. The CUSTOMER procures this service through a monthly subscription and accesses the Application via the Internet.

The services offered are designed to host all CUSTOMERS on the same release version of the COTS Application in a single production data center using shared networking equipment, such that each CUSTOMER installation does not require its own network infrastructure for operation. While every CUSTOMER receives a separate database with secure login credentials required for authorized access, much of the hardware including servers, load balancers, routers, and firewalls is shared among all clients within the data center cage. This standardization of the Application and hardware creates a more efficient operation for MGS that ultimately results in a more cost-effective solution for the CUSTOMER.

MGS employs commercial best practices to manage the security of the Application and the data. In general, these security practices attempt to follow the OMB circular A-130 and NIST guidelines for General Support Systems. However, because the Application is a COTS solution, federal regulations change frequently, and every CUSTOMER'S security requirements may be different, it may not be possible for the standard COTS solution to meet all of the specific requirements of every CUSTOMER. As a General Support System, the MGS GSA schedule COTS solution also does not include an alternate "hot site" for disaster recovery. MGS has developed a security documentation package offered with each system at an additional cost that more fully describes its security practices and how they relate to federal regulations. This package includes the System Security Plan (SSP), the System Self Assessment Questionnaire, Contingency Plan, User Rules of Behavior, Life Cycle Process, Security Risk Assessment, and the Configuration Management Plan.

It is the CUSTOMER'S responsibility to determine if the COTS solution offered under the GSA schedule meets their needs in terms of functionality, cost, and information security prior to procurement.

### **Customized Services**

As this SLA relates to COTS products sold under the GSA schedule, customized services may not be covered under this SLA. Customized services may be available from MGS to meet the CUSTOMER'S specific needs, potentially at an additional cost and with a tailored service level agreement that would be addressed in a separate document. Depending upon the specific requirements, those customized services may not be available for procurement under the current MGS GSA Schedule.

### **Changes to Services**

This SLA is a part of the GSA Schedule contract number GS-02F-0010P. It may only be modified through mutual agreement between MGS and the applicable GSA Schedule Contracting Officer.

An SLA is a living document and may require modification from time-to-time during the period of performance of the GSA Schedule contract. All requested modifications to the SLA will be made in writing to other party. Changes will be given appropriate consideration and not unreasonably withheld by GSA.

### **Customer Delays to Services**

In the event MGS is prevented from performing specific services for any reason that are caused by the CUSTOMER'S actions, omissions, or failure to act or respond, MGS will be entitled to an adjustment to any penalties or refunds due.

## **MGS Duties and Responsibilities**

### **Account Management**

MGS will assign a Client Delivery Manager (CDM) to oversee all aspects of service delivery to the CUSTOMER. The CDM will oversee the account, manage specific projects and deliverables within the task order, and communicate with CUSTOMER on technical matters. The following activities will be provided to CUSTOMER with a system subscription at no additional charge by the CDM:

- Notification and coordination of upcoming maintenance activities
- Notification and coordination of new releases
- One-time web-enabled demo of each major functional new release. This will be a standard demo for all CUSTOMERS, not customized for each CUSTOMER.
- Monthly account review meetings with service level reporting in an MGS standard format
- Tracking of Critical and High support issues (defined in Section 5.2)

Additional value-added services such as onsite support, re-implementation, usage analysis, custom enhancement requirements development, and business process consulting services are available from the CDM at an additional charge on a Time and Material basis or through the purchase of an MGS support plan.

Key personnel are not required on this contract, but MGS will endeavor to reasonably notify the CUSTOMER of changes to the CDM or any personnel that could be expected to affect the delivery of the Services to the CUSTOMER.

### **Service Availability**

The Application will be minimally available to CUSTOMER 98.5% of the time during the term of the applicable task order under GSA Schedule contract number GS-02F-0010P. MGS will use a three-month trailing timeframe to measure the uptime percentage for a given month of service. This time does not include scheduled downtime for routine maintenance, which is performed as part of normal MGS operating procedures. The 98.5% uptime metric equates to having less than 32 hours of unscheduled downtime in a 90-day period. For instance, to measure system availability for the month of March, the metric will be calculated from the downtime (less scheduled maintenance) for the months of January, February, and March.

As this service is delivered as an ASP, it is inherent that stable and adequate bandwidth via the public Internet is available to allow system performance. Any loss of public Internet communications that affect MGS services are deemed to be outside of MGS control and therefore not included in system availability measurements. Moreover, MGS considers the following items to be outside of MGS control and again, not included in system availability measurements: (i) insufficient or inadequate customer and user bandwidth or technology; (ii) outages or service delivery issues of the USAJOBS system that do not allow for timely or accurate posting of vacancies from MGS; (iii) the negligence, acts or omissions of CUSTOMER or its agents; (iv) circumstances beyond the reasonable control; and (v) system maintenance as described in Section 3.3 below.

### **System Maintenance**

Routine maintenance must be performed regularly and is a necessary function to ensure optimal performance of automated systems. Maintenance activities include updating security profiles and patches, upgrading hardware, updating operating system software, rebuilding indexes, etc. Routine maintenance will be conducted between the hours of 2400 and 0600, Monday – Friday, or at any time on a weekend day or federal holiday. MGS will notify CUSTOMER 48 hours in

advance if maintenance activities will affect their system's operation or uptime. Routine maintenance is not factored into the system availability calculation.

### **Service Level Reporting**

Key performance metrics of this SLA will be compared to actual results and reported to the CUSTOMER on a monthly basis in a form and substance developed by MGS in its sole discretion. Outstanding or unresolved CUSTOMER support inquiries and/or complaints will also be reported on a monthly basis with current status. More frequent reporting to the CUSTOMER is available with the purchase of billable Account Management Plans as described more fully in Section 3.1.

### **New Releases**

New releases, defined as improvements, enhancements, and/or modifications to the base Application will be provided to the CUSTOMER at no additional cost (over and above the monthly subscription fee). As this is a COTS Application, MGS reserves the sole right to determine the frequency of, the timing of, and the functionality included in New Releases.

MGS may offer optional, functional modules to the Application at an additional cost to CUSTOMER.

### **Application Documentation**

The Application includes an online help manual for user reference. Hardcopy user manuals are not provided. Updates to the online help manual are included in the Application for major functional releases of the Application upon general availability of the release version to CUSTOMERS. Release notes will also be provided to the CUSTOMER Point of Contact (POC) for major functional releases upon general availability of the release version to CUSTOMERS.

### **Security**

#### **Compliance with Customer Facility Security Policies**

In the event that the CUSTOMER operates formal facility security policies and notifies MGS with reasonable advance notice of such policies, and in advance of when employees or subcontractors of MGS are within the CUSTOMER environment, MGS will ensure that its applicable employees are made aware of such policies and will also use commercially reasonable efforts to ensure ongoing compliance with these policies. The CUSTOMER will provide advance notice to MGS in writing, as applicable, with up-to-date information on its security policies and will keep MGS informed in writing about any changes to these policies.

#### **Information and Data Security Measures**

MGS will manage information and data security with commercially reasonable efforts to restrict unauthorized access. Applicable MGS employees receive periodic data security awareness training. MGS will make commercially reasonable efforts to ensure that its employees and representatives are fully aware of the risks associated with information and data security issues. Access to Sensitive But Unclassified (SBU) data will be authorized only to MGS employees and representatives who have passed a National Agency Criminal Investigation (NACI) background check.

MGS will host the Application at a Tier 1 co-location facility that maintains the following minimum physical security measures:

- Security personnel on-site on a 24x7x365 basis
- Keyless entry with access codes for entry into the main facility, the co-location area, and each data center cage
- Alarmed and automatic notification of appropriate law enforcement officials

- Visitor screening upon entry for verification of identity

## Disaster Recovery

The Application covered under this SLA is considered a General Support System as defined by federal security regulations. Accordingly, there is no alternate “hot” site or other production data center facility whereby operations may be transferred immediately following catastrophic events in the immediate area of the co-location facility. However, MGS will host the Application at a Tier 1 co-location facility that provides numerous precautions to guard against fire, flood, and power outage and minimize any potential disruption to the CUSTOMER’S business. These measures include an early warning fire detection system, a dual-action fire suppression system, back-up power sources for a minimum period of 48 hours in the event the primary power source is unavailable, and one redundant HVAC system.

## Data Backup and Recovery

MGS will ensure that production system information and data within its responsibility is properly backed up on a daily basis and retained for a minimum of 30 calendar days. One daily data backup per week will be stored at a secure offsite location appropriate for data storage beyond a 10-mile radius of the production data center facility. MGS 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. Restores of CUSTOMER data from a backup as a result of a system outage or malfunction will be performed by MGS at no charge to the CUSTOMER.

CUSTOMER-requested data restores not resulting from a system malfunction may be accommodated on a Time and Material basis dependent upon the availability of MGS resources to restore the data to the system.

Data backup and recovery is only available for information and data stored in the CUSTOMER’S production system. Information and data in an “evaluation” or “training” system is not backed up and not available for recovery.

## Encryption

MGS will utilize Secure Socket Layer (SSL) encryption or other equivalent technology in the electronic transmission of data to help protect sensitive CUSTOMER information from access by unauthorized users.

## **CUSTOMER Duties and Responsibilities**

### **Minimum System Requirements**

As the Application is delivered via an ASP model, CUSTOMER only needs a standard IBM-compatible personal computer with Internet connectivity (minimum 28k internet modem speed) to access the Application. All access to the various components of the Application is enabled through secure Internet connections, using standard Web browsers. Application functionality is only verified and warranted by MGS using Microsoft Internet Explorer 5.0 or higher Web browser.

### **Designation of Points-of-Contact**

CUSTOMER shall designate one (1) Primary Point-of-Contact (POC) and between one (1) and four (4) Alternate Points-of-Contact that can coordinate necessary activities and communication across the entire CUSTOMER user base. In many cases, the Primary POC will be the government Contracting Officer's Technical Representative (COTR). The CUSTOMER POC's will be the only CUSTOMER personnel authorized to contact the MGS CDM with day-to-day issues or requests related to this service. The CDM will coordinate all account activities and notifications with the Primary POC, or with one of the Alternate POC's in the event the Primary is unavailable.

### **Authorized Trained HR Users**

All CUSTOMER Human Resource users must successfully complete the full Application Basic Training Program or present a certificate of completion from a previous agency employer prior to being given access to the system and being authorized to contact the MGS Help Desk. To maintain authorized user status, each user must receive MGS-led system training every two years or successfully pass an on-line skills validation that confirms knowledge of basic user functions and system upgrades.

All CUSTOMER Human Resources users who are serving, or will serve, as the Primary or Alternate POC to new employees and management for the Hiring Management product, must successfully complete Advanced Training Program. To maintain advanced user status, each user must receive MGS-led system training every two years or successfully pass an on-line skills validation that confirms knowledge of advanced user functions, system upgrades and human capital management practices.

In accordance with the above descriptions, only trained users of CUSTOMER will be authorized to contact the MGS Help Desk for system support.

### **Responsible Use of the Application**

MGS reserves the right to restrict the use of the Application if it is determined that CUSTOMER'S use of the product is inconsistent with its intended use, or if it is determined that CUSTOMER'S use will adversely affect the performance of any other MGS customer. Furthermore, MGS reserves the right to monitor and cap usage levels to ensure that user count thresholds are not being exceeded.

### **Support for System Functionality Only**

Authorized users (as defined in Section 4.2) of CUSTOMER may contact the MGS Help Desk for assistance with system functionality questions only. Users may not request assistance with agency or government policies or processes.

## **Deployment of Hot Fixes and Emergency System Maintenance**

CUSTOMER will be notified by MGS of Application Hot Fixes as soon as they become available and are found to be acceptable for release (with documented known-issues) by the MGS QA test team. The notification will include the date of deployment, the timing of which will be determined by the severity of issue being corrected. At MGS discretion, a Hot Fix may be deployed outside of the standard maintenance window to correct a Critical or High support issue.

CUSTOMER will allow the deployment of Hot Fixes or emergency system maintenance outside of the standard maintenance windows in order to resolve Critical or High issues.

## **Acceptance of New Releases**

As the Application is a COTS product delivered via an ASP model, it is imperative that all customers follow the release cycle within a similar, defined deployment timeframe. MGS will only support the current release version of the Application and one release version prior. Unless otherwise notified by MGS, a prior version of the Application will only be supported by MGS for a maximum of 90 days following the general availability of a New Release. All current customers will be upgraded to the New Release within this timeframe.

MGS will provide notification to the CUSTOMER of a New Release at least 10 business days prior to deploying the New Release to CUSTOMER'S evaluation environment. CUSTOMER will accept upgrade of a New Release to the production environment within 20 business days of delivery to the evaluation environment, unless the New Release introduces a system bug that would result in a Critical or High issue and has not been resolved by MGS within the evaluation period.

CUSTOMER understands and accepts that it may not test some functionality, such as integrations with other production systems, in the evaluation environment as the evaluation environment cannot fully replicate the real-world production environment.

## **Customer Personnel, Facilities and Resources**

The CUSTOMER will ensure MGS has timely access to appropriate CUSTOMER personnel and, if necessary, will arrange for MGS personnel to have suitable and safe access to the CUSTOMER'S facilities and/or systems in order that the Services may be delivered and maintained in accordance with the terms of this SLA. The CUSTOMER will also provide suitable associated resources for MGS personnel including all necessary computing and support resources.

## **Approvals and Information**

The CUSTOMER will respond promptly to any MGS requests to provide direction, information, approvals, authorizations, or decisions that are necessary for MGS to perform the services. The MGS CDM will notify CUSTOMER of applicable timelines and deadlines required to maintain service levels outlined. CUSTOMER delays to MGS requests beyond the identified deadlines may result in delays or degradation of services. In accordance with Section 2.4, CUSTOMER delays may also result in the reduction or elimination of penalties due under this SLA.

## **Guidelines for Stable System Performance**

All automated systems have inherent limitations on their performance and utilization. MGS has made commercially reasonable efforts to ensure that all CUSTOMERS experience reasonable performance on the system at all times. However, performance on a particular system depends on numerous factors outside of

MGS control and the parameters of these boundaries cannot be readily defined. Accordingly, MGS is providing the following suggested system guidelines for usage by the CUSTOMER to help provide stable performance of the Application.

- MGS suggests that only one agency should be included in each system database. Department-level CUSTOMERS that have numerous agencies may consider splitting the agencies onto separate databases for improved performance and load balancing.
- Maximum Number of Concurrent HR Users: 100
- Maximum Number of Open Vacancies: 150
- Maximum Number of Vacancies Closing on a Single Day: 25
- Maximum Number of Total Questions in a Questionnaire for a single Vacancy: 70 (MGS research shows that 5-6 questions per key KSA is an appropriate number to reasonably assess an applicant's experience related to that KSA).
- Maximum Number of Long-Answer Questions in a Questionnaire for a single Vacancy: 2
- Running the Following Reports Outside of Prime Business Hours: Quarterly DEU Report, All Applicant Data Report, and Ad-Hoc Reporting.

If CUSTOMER believes they have a requirement outside of these guidelines, they should contact their CDM to discuss the potential impact and possible alternatives to alleviate stress on the system.

## Problem Management

### Reporting a Problem

MGS will provide ongoing customer service to the CUSTOMER to support the Application. CUSTOMER will submit problem reports to MGS through its Help Desk via telephone or email using the contact info below. 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. MGS will resolve such failures in accordance with the Service Levels and procedures set forth in this SLA.

The Help Desk services, hours, and telephone numbers are as follows:

- a. Please direct calls to **1-866-656-6831 (toll-free)** or **703-269-4945**.
- b. The Help Desk may also be reached at [mgshelp@monster.com](mailto:mgshelp@monster.com).
- c. Standard available hours of the MGS Help Desk is Monday – Friday, 9:00 A.M. EST – 5:00 P.M. Eastern Time, excluding federal government holidays.

### Problem Definition

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

**Table 4.2-1. Problem Definitions**

Problem Priority	Status	Impact
Severity 1	Critical	CUSTOMER'S business is impacted in a critical manner because the system is not operational, (i.e., the production system is down or it cannot be accessed by either CUSTOMER HR users or job seekers).
Severity 2	High	CUSTOMER'S business is severely impacted, (i.e., the production system is available but an issue is prohibiting the posting a vacancy, the scoring of applicants, or the creation/completion of a certificate of eligible candidates).
Severity 3	Medium	CUSTOMER'S business is impacted but not in a severe manner, (i.e., the issue is in the production system and has a significant negative impact, but is not prohibiting the posting a vacancy, the scoring of applicants, or the creation/completion of a certificate of eligible candidates).
Severity 4	Low	CUSTOMER'S business is not significantly impacted (i.e. the production system is functional, but defect does exist which should be eventually corrected).

### Problem Escalation

To ensure the CUSTOMER receives the proper attention on all issues reported to the Help Desk, MGS operates a problem escalation procedure so that all problems are notified to MGS operational and management personnel on a priority basis, depending upon the severity of the problem.

All issues reported by the CUSTOMER to the MGS Help Desk are entered into the MGS Support System. CUSTOMER will receive a support ticket number for tracking and resolution purposes for each unique support issue.

The escalation process for each reported support matter is as follows:

- a. The MGS Help Desk (Tier 1 Support) will provide first line troubleshooting support to CUSTOMER and determine the appropriate severity level of the support issue.
- b. All issues that cannot be resolved immediately by the Help Desk will be escalated to the Tier 2 Technical Support group for further troubleshooting and resolution.
- c. The Help Desk will report all Critical and High support issues immediately to the MGS Network Operations team and the applicable customer CDM.
- d. The CDM will notify MGS Executive Management of Critical and High support matters that extend beyond 24 hours and provide status updates no less than daily.
- e. The Help Desk will maintain contact with the appropriate MGS technical resources and the CUSTOMER until the problem has been resolved for Critical and High support issues.

MGS will make its best efforts to pursue corrective action continuously for Critical and High issues until the issues are resolved. Corrective efforts for Medium and Low issues will be resolved at MGS' discretion, and if corrective action is taken, resolution may be deferred to a subsequent maintenance release or major functional release. MGS will track all cases using the MGS Support System and will assign the CUSTOMER a ticket number for each issue.

## Response Time

CUSTOMER agrees that the response time below is dependent upon a representative of CUSTOMER speaking to a representative from the MGS Help Desk for the issue to be properly logged, escalated, and tracked. CUSTOMER agrees that contact with an MGS CDM or other representative is not considered notification of a problem for the purposes of Response Time herein.

- A. Severity Level 1 (Critical): Monster will provide initial response communications within one (1) hour of problem being reported.
  - Updates will be provided to CUSTOMER every four (4) business hours, or sooner if available, until the issue is resolved.
- B. Severity Level 2 (High): Monster will provide initial response communications within four (4) business hours of problem being reported.
  - Updates will be provided to CUSTOMER once daily during business hours until the issue is resolved.
- C. Severity Level 3 (Medium): Monster will provide initial response communications within 48 hours of problem being reported.
  - Updates will be provided to CUSTOMER once monthly until the issue is resolved.
- D. Severity Level 4 (Low): Monster will provide initial response communications within ten (10) business days.
  - Updates are not provided to CUSTOMER for Severity Level 4 issues.

If the CUSTOMER feels that a support issue has not received the proper attention according to the escalation path in Section 5.3 or response times have not been met, then CUSTOMER should notify the CDM in writing describing the discrepancy for further review and action, if necessary.

## **Onsite Support**

At MGS' discretion, MGS may deploy onsite technical support resources to a CUSTOMER facility to resolve a support issue. CUSTOMER-requested onsite support is available on a Time and Material basis or through a CUSTOMER-purchased Support Plan.

## **Breach of Service and Remedies**

### **Breach of Service**

If the CUSTOMER considers that a breach of this SLA has occurred, CUSTOMER'S Contracting Officer must notify MGS in writing in accordance with Section 7.3 stating the nature of the breach and providing the necessary details regarding the same. If the breach still exists, MGS will have 30 calendar days to correct any affected services in order that they comply with the warranty.

### **Exclusions**

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

### **Remedies for Breaches**

In the event of any defective performance from MGS or failure to furnish the agreed level of service, CUSTOMER'S remedies for any and all claims with respect to the SLA will be limited to those set forth in this SLA. MGS will make reasonable efforts to restore the service to a good operating condition on an urgent basis. If any damages are payable in the event of the defective service, the amounts claimable are as defined in Schedule A of this agreement. Remedies will be applied as credits to future service on the next applicable MGS invoice to CUSTOMER for similar services.

The remedies defined in Schedule A are the only damages available with respect to this SLA. In no event shall MGS be liable for any consequential, incidental, indirect, exemplary or special damages, including lost profits, whether in contract or in tort with respect to this SLA.

## General

### Term

The Term of this SLA shall be coterminous with the period of performance of any task order issued for this service under the applicable GSA schedule contract. For a new system implementation, the SLA is effective upon the “go-live” of the system following the implementation process. Expiration or termination of the task order will result in the expiration or termination of this SLA.

### Billing of Services

Billing for the monthly subscription of the Application will commence immediately upon contract award in quarterly increments unless otherwise agreed to in the task order. Billing for labor-hour services will occur monthly following the month that services were performed.

### Notices

Notices required under this SLA are to be sent to the address and persons specified below:

Monster Government Solutions  
Attn: Contract Manager  
8280 Greensboro Drive, Suite 700  
McLean, VA 22102

### Schedules

The schedules referred to herein, and made a part hereof, are to be considered an integral part of this SLA and are incorporated herein by reference.

### Force Majeure

Except with respect to payment obligations, neither party shall be deemed in default of this SLA to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, act of government, strikes or labor disputes, any actual or threatened act of terrorism, inability to provide raw materials, power or supplies, or any other similar act or condition beyond the reasonable control of the parties; provided that the party so affected provides prompt notice and uses continuous its best reasonable commercial efforts to avoid or remove the causes of nonperformance and continues performance hereunder immediately after those causes are removed. Upon such circumstances arising, the parties shall meet forthwith to discuss what, if any , modification may be required to the terms of this SLA, in order to reach a resolution. In the event that any act of Force Majeure prevents either party from carrying out its obligations under this agreement for a period of more than 20 days, the other party may terminate the affected services under this SLA upon ten (10) days written notice.

### Choice of Law

This SLA will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regards to the conflicts of law principles thereof. Any and all claims, controversies or disputes arising out of or in

connection with this SLA will be resolved in accordance with this Section. The law of the Commonwealth of Virginia will apply unless the issue relates to Federal procurement regulations or statutes and in such case Federal procurement law as interpreted by the United States Boards of Contract Appeals and the United States Court of Federal Claims will apply. The parties consent to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Virginia, for any such action, suit or proceeding. The parties waive any objection to the laying of venue for any suit, action or proceeding in such courts. The parties waive any right they might have to a trial by jury in any such suit, action, or proceeding. Both parties' obligations under this Section survive termination or expiration of this SLA. The prevailing party in any action will be entitled to recover its costs and attorney's fees.

## Definitions

1. **ASP** – Application Service Provider whereby MGS hosts a software Application and provides a right to use the Application by CUSTOMER via the Internet in exchange for a monthly subscription fee. No hardware other than a PC with access to the Internet is required by CUSTOMER to utilize the Application.
2. **Application(s)** – For the purposes of this SLA, the Applications referred to is the COTS versions of the Monster Hiring Management automated system.
3. **Business Hours** – Business Hours are 0900 – 1700, Monday through Friday, excluding federal government holidays.
4. **CDM** – Client Delivery Manager assigned to oversee the account, manage projects within the contract, and communicate with CUSTOMER on technical matters.
5. **COTS** – “Commercial-Off-The-Shelf”.
6. **Custom Enhancement** – A Custom Enhancement is a change to the Application that improves or alters the basic functions and is offered at an additional to CUSTOMER with a current subscription. Custom Enhancements also typically carry an ongoing maintenance fee to keep the code current with new releases of the Application.
7. **Enhancement** – An Enhancement is a change to the Application that improves or alters the basic functions and is offered at no extra charge to CUSTOMER with a current subscription.
8. **Hot Fix** – A Hot Fix is one-time update to the Application to correct a support issue that cannot wait for the next Maintenance Release. A Hot Fix will not materially change the use or functionality of the Application, but will correct existing functionality.
9. **New Release** – A New Releases is defined as an improvement, enhancement, and/or modification to the base Application.
10. **Routine Maintenance** – Routine Maintenance is maintenance work performed by MGS on a regular and scheduled basis to keep the Applications in good operating condition in accordance with the product’s specifications.
11. **Time and Percent Conventions** -
  - This SLA uses the following conventions to refer to times and percents:
  - Times expressed in the format "hours:minutes" reflect a 24-hour clock in the eastern standard time zone.
  - Times expressed as a number of "business hours" occur within the hours of 9:00 A.M. EST to 5:00 P.M. EST.
  - Times expressed as a number of "business days" include business hours, Monday through Friday, excluding federal holidays.
  - The symbol "---" or “n/a” indicates that no time applies in a category or that a service is unavailable.
  - Factors expressed as percent are relative to a total of 100 (i.e. 25% = 1/4)

## Schedule A – Remedies for Breach of Service Levels

Schedule A provides information on remedies that may be available in the event of an MGS breach of specified service levels on Services delivered under the terms of the contract and this SLA.

Remedies for Breach of the SLA:

- e. **Service Level Credits.** Upon an uncured material breach by MGS of a service level commitment in this SLA, CUSTOMER shall be eligible for Service Level Credits as detailed below. The credit will be applied to the next regularly scheduled invoice for similar services only.
  - ii. System Availability – for an uncured material breach in a given month of the System Availability Service Level, MGS will credit CUSTOMER with 4% of monthly Application subscription fees.
  - ii. Response Time – for each uncured material breach of the Response Time Service Level, MGS will credit CUSTOMER with 2% of monthly Support subscription fees.
- f. **Non-cumulative Credits.** CUSTOMER eligibility for Service Level Credits as described in this SLA is non-cumulative for each type of credit in a given month for a single reported event, problem or system related issue for which CUSTOMER is entitled to a Service Level Credit. (i.e., one event can give rise to not more than one Availability credit or one Response Time credit in a month).
- g. **Cap on Service Level Credits.** Notwithstanding anything to the contrary contained herein, CUSTOMER shall not be eligible for Service Level Credits in excess of 5% of the total of the Task Order in effect.
- h. **Not Applicable to Labor Hour Services.** Service Level Credits shall not apply to labor hour services provided or Time and Material services such as Implementation, Account Management, Consulting Fees, or Training classes provided.

## **Appendix D - Service Level Agreement - Monster Position Classification**

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This Service Level Agreement is available for negotiation and incorporation into agency orders for the Monster Position Classification products.

MONSTER GOVERNMENT SOLUTIONS  
SERVICE LEVEL AGREEMENT  
FOR  
MONSTER POSITION CLASSIFICATION



**Version 1.0**  
July 31, 2006

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## Statement of Intent

A Service Level Agreement (SLA) sets the expectations between the CUSTOMER and MONSTER GOVERNMENT SOLUTIONS (MGS). It helps define the relationship between both parties with realistic and measurable commitments and is the cornerstone of how MGS sets and maintains commitments to the CUSTOMER.

This SLA is a supporting document to all task orders issued under GSA schedule contract number GS-02F-0010P for Monster Position Classification and related Help Desk Support. This document is designed to address the following key factors in providing consistent customer service and availability:

- MGS Duties and Responsibilities
- CUSTOMER Duties and Responsibilities
- Problem Escalation
- Breach and Remedies

## Scope of Work

### Standard Services

This SLA covers the standard commercial-off-the-shelf (COTS) Application service of Monster Position Classification (formerly QuickClassification, hereinafter referred to as the "Application") as procured under the MGS GSA schedule contract number GS-02F-0010P. The Application is delivered via an application-service-provider (ASP) model, whereby MGS hosts the Application in a shared production data center environment. The CUSTOMER procures this service through a monthly subscription and accesses the Application via the Internet.

The services offered are designed to host all CUSTOMERS on the same release version of the COTS Application in a single production data center using shared networking equipment, such that each CUSTOMER installation does not require its own network infrastructure for operation. While every CUSTOMER receives a separate database with secure login credentials required for authorized access, much of the hardware including servers, load balancers, routers, and firewalls is shared among all clients within the data center cage. This standardization of the Application and hardware creates a more efficient operation for MGS that ultimately results in a more cost-effective solution for the CUSTOMER.

MGS employs commercial best practices to manage the security of the Application and the data. In general, these security practices attempt to follow the OMB circular A-130 and NIST guidelines for General Support Systems. However, because the Application is a COTS solution, federal regulations change frequently, and every CUSTOMER'S security requirements may be different, it may not be possible for the standard COTS solution to meet all of the specific requirements of every CUSTOMER. As a General Support System, the MGS GSA schedule COTS solution also does not include an alternate "hot site" for disaster recovery. MGS has developed a security documentation package offered with each system at an additional cost that more fully describes its security practices and how they relate to federal regulations. This package includes the System Security Plan (SSP), the System Self Assessment Questionnaire, Contingency Plan, User Rules of Behavior, Life Cycle Process, Security Risk Assessment, and the Configuration Management Plan.

It is the CUSTOMER'S responsibility to determine if the COTS solution offered under the GSA schedule meets their needs in terms of functionality, cost, and information security prior to procurement.

### **Customized Services**

As this SLA relates to COTS products sold under the GSA schedule, customized services may not be covered under this SLA. Customized services may be available from MGS to meet the CUSTOMER'S specific needs, potentially at an additional cost and with a tailored service level agreement that would be addressed in a separate document. Depending upon the specific requirements, those customized services may not be available for procurement under the current MGS GSA Schedule.

### **Changes to Services**

This SLA is a part of the GSA Schedule contract number GS-02F-0010P. It may only be modified through mutual agreement between MGS and the applicable GSA Schedule Contracting Officer.

An SLA is a living document and may require modification from time-to-time during the period of performance of the GSA Schedule contract. All requested modifications to the SLA will be made in writing to other party. Changes will be given appropriate consideration and not unreasonably withheld by GSA.

### **Customer Delays to Services**

In the event MGS is prevented from performing specific services for any reason that are caused by the CUSTOMER'S actions, omissions, or failure to act or respond, MGS will be entitled to an adjustment to any penalties or refunds due.

## **MGS Duties and Responsibilities**

### **Account Management**

MGS will assign a Client Delivery Manager (CDM) to oversee all aspects of service delivery to the CUSTOMER. The CDM will oversee the account, manage specific projects and deliverables within the task order, and communicate with CUSTOMER on technical matters. The following activities will be provided to CUSTOMER with a system subscription at no additional charge by the CDM:

- Notification and coordination of upcoming maintenance activities
- Notification and coordination of new releases
- One-time web-enabled demo of each major functional new release. This will be a standard demo for all CUSTOMERS, not customized for each CUSTOMER.
- Monthly account review meetings with service level reporting in an MGS standard format
- Tracking of Critical and High support issues (defined in Section 5.2)

Additional value-added services such as onsite support, re-implementation, usage analysis, custom enhancement requirements development, and business process consulting services are available from the CDM at an additional charge on a Time and Material basis or through the purchase of an MGS support plan.

Key personnel are not required on this contract, but MGS will endeavor to reasonably notify the CUSTOMER of changes to the CDM or any personnel that could be expected to affect the delivery of the Services to the CUSTOMER.

### **Service Availability**

The Application will be minimally available to CUSTOMER 98.5% of the time during the term of the applicable task order under GSA Schedule contract number GS-02F-0010P. MGS will use a three-month trailing timeframe to measure the uptime percentage for a given month of service. This time does not include scheduled downtime for routine maintenance, which is performed as part of normal MGS operating procedures. The 98.5% uptime metric equates to having less than 32 hours of unscheduled downtime in a 90-day period. For instance, to measure system availability for the month of March, the metric will be calculated from the downtime (less scheduled maintenance) for the months of January, February, and March.

As this service is delivered as an ASP, it is inherent that stable and adequate bandwidth via the public Internet is available to allow system performance. Any loss of public Internet communications that affect MGS services are deemed to be outside of MGS control and therefore not included in system availability measurements. Moreover, MGS considers the following items to be outside of MGS control and again, not included in system availability measurements: (i) insufficient or inadequate customer and user bandwidth or technology; (ii) outages or service delivery issues of the USAJOBS system that do not allow for timely or accurate posting of vacancies from MGS; (iii) the negligence, acts or omissions of CUSTOMER or its agents; (iv) circumstances beyond the reasonable control; and (v) system maintenance as described in Section 3.3 below.

### **System Maintenance**

Routine maintenance must be performed regularly and is a necessary function to ensure optimal performance of automated systems. Maintenance activities include updating security profiles and patches, upgrading hardware, updating operating system software, rebuilding indexes, etc. Routine maintenance will be conducted between the hours of 2400 and 0600, Monday – Friday, or at any time on a weekend day or federal holiday. MGS will notify CUSTOMER 48 hours in

advance if maintenance activities will affect their system's operation or uptime. Routine maintenance is not factored into the system availability calculation.

### **Service Level Reporting**

Key performance metrics of this SLA will be compared to actual results and reported to the CUSTOMER on a monthly basis in a form and substance developed by MGS in its sole discretion. Outstanding or unresolved CUSTOMER support inquiries and/or complaints will also be reported on a monthly basis with current status. More frequent reporting to the CUSTOMER is available with the purchase of billable Account Management Plans as described more fully in Section 3.1.

### **New Releases**

New releases, defined as improvements, enhancements, and/or modifications to the base Application will be provided to the CUSTOMER at no additional cost (over and above the monthly subscription fee). As this is a COTS Application, MGS reserves the sole right to determine the frequency of, the timing of, and the functionality included in New Releases.

MGS may offer optional, functional modules to the Application at an additional cost to CUSTOMER.

### **Application Documentation**

The Application includes an online help manual for user reference. Hardcopy user manuals are not provided. Updates to the online help manual are included in the Application for major functional releases of the Application upon general availability of the release version to CUSTOMERS. Release notes will also be provided to the CUSTOMER Point of Contact (POC) for major functional releases upon general availability of the release version to CUSTOMERS.

### **Security**

#### **Compliance with Customer Facility Security Policies**

In the event that the CUSTOMER operates formal facility security policies and notifies MGS with reasonable advance notice of such policies, and in advance of when employees or subcontractors of MGS are within the CUSTOMER environment, MGS will ensure that its applicable employees are made aware of such policies and will also use commercially reasonable efforts to ensure ongoing compliance with these policies. The CUSTOMER will provide advance notice to MGS in writing, as applicable, with up-to-date information on its security policies and will keep MGS informed in writing about any changes to these policies.

#### **Information and Data Security Measures**

MGS will manage information and data security with commercially reasonable efforts to restrict unauthorized access. Applicable MGS employees receive periodic data security awareness training. MGS will make commercially reasonable efforts to ensure that its employees and representatives are fully aware of the risks associated with information and data security issues. Access to Sensitive But Unclassified (SBU) data will be authorized only to MGS employees and representatives who have passed a National Agency Criminal Investigation (NACI) background check.

MGS will host the Application at a Tier 1 co-location facility that maintains the following minimum physical security measures:

- Security personnel on-site on a 24x7x365 basis
- Keyless entry with access codes for entry into the main facility, the co-location area, and each data center cage
- Alarmed and automatic notification of appropriate law enforcement officials

- Visitor screening upon entry for verification of identity

## Disaster Recovery

The Application covered under this SLA is considered a General Support System as defined by federal security regulations. Accordingly, there is no alternate “hot” site or other production data center facility whereby operations may be transferred immediately following catastrophic events in the immediate area of the co-location facility. However, MGS will host the Application at a Tier 1 co-location facility that provides numerous precautions to guard against fire, flood, and power outage and minimize any potential disruption to the CUSTOMER’S business. These measures include an early warning fire detection system, a dual-action fire suppression system, back-up power sources for a minimum period of 48 hours in the event the primary power source is unavailable, and one redundant HVAC system.

## Data Backup and Recovery

MGS will ensure that production system information and data within its responsibility is properly backed up on a daily basis and retained for a minimum of 30 calendar days. One daily data backup per week will be stored at a secure offsite location appropriate for data storage beyond a 10-mile radius of the production data center facility. MGS 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. Restores of CUSTOMER data from a backup as a result of a system outage or malfunction will be performed by MGS at no charge to the CUSTOMER.

CUSTOMER-requested data restores not resulting from a system malfunction may be accommodated on a Time and Material basis dependent upon the availability of MGS resources to restore the data to the system.

Data backup and recovery is only available for information and data stored in the CUSTOMER’S production system. Information and data in an “evaluation” or “training” system is not backed up and not available for recovery.

## Encryption

To the extent the Application contains Sensitive But Unclassified (SBU) data, MGS will utilize Secure Socket Layer (SSL) encryption or other equivalent technology in the electronic transmission of data to help protect sensitive CUSTOMER information from access by unauthorized users.

## **CUSTOMER Duties and Responsibilities**

### **Minimum System Requirements**

As the Application is delivered via an ASP model, CUSTOMER only needs a standard IBM-compatible personal computer with Internet connectivity (minimum 28k internet modem speed) to access the Application. All access to the various components of the Application is enabled through secure Internet connections, using standard Web browsers. Application functionality is only verified and warranted by MGS using Microsoft Internet Explorer 5.0 or higher Web browser.

### **Designation of Points-of-Contact**

CUSTOMER shall designate one (1) Primary Point-of-Contact (POC) and between one (1) and four (4) Alternate Points-of-Contact that can coordinate necessary activities and communication across the entire CUSTOMER user base. In many cases, the Primary POC will be the government Contracting Officer's Technical Representative (COTR). The CUSTOMER POC's will be the only CUSTOMER personnel authorized to contact the MGS CDM with day-to-day issues or requests related to this service. The CDM will coordinate all account activities and notifications with the Primary POC, or with one of the Alternate POC's in the event the Primary is unavailable.

### **Authorized Trained HR Users**

All CUSTOMER Human Resource users must successfully complete the full Application Basic Training Program or present a certificate of completion from a previous agency employer prior to being given access to the system and being authorized to contact the MGS Help Desk. To maintain authorized user status, each user must receive MGS-led system training every two years or successfully pass an on-line skills validation that confirms knowledge of basic user functions and system upgrades.

All CUSTOMER Human Resources users who are serving, or will serve, as the Primary or Alternate POC to new employees and management for the Position Classification product, must successfully complete Advanced Training Program. To maintain advanced user status, each user must receive MGS-led system training every two years or successfully pass an on-line skills validation that confirms knowledge of advanced user functions, system upgrades and human capital management practices.

In accordance with the above descriptions, only trained users of CUSTOMER will be authorized to contact the MGS Help Desk for system support.

### **Responsible Use of the Application**

MGS reserves the right to restrict the use of the Application if it is determined that CUSTOMER'S use of the product is inconsistent with its intended use, or if it is determined that CUSTOMER'S use will adversely affect the performance of any other MGS customer. Furthermore, MGS reserves the right to monitor and cap usage levels to ensure that user count thresholds are not being exceeded.

### **Support for System Functionality Only**

Authorized users (as defined in Section 4.2) of CUSTOMER may contact the MGS Help Desk for assistance with system functionality questions only. Users may not request assistance with agency or government policies or processes.

## **Deployment of Hot Fixes and Emergency System Maintenance**

CUSTOMER will be notified by MGS of Application Hot Fixes as soon as they become available and are found to be acceptable for release (with documented known-issues) by the MGS QA test team. The notification will include the date of deployment, the timing of which will be determined by the severity of issue being corrected. At MGS discretion, a Hot Fix may be deployed outside of the standard maintenance window to correct a Critical or High support issue.

CUSTOMER will allow the deployment of Hot Fixes or emergency system maintenance outside of the standard maintenance windows in order to resolve Critical or High issues.

## **Acceptance of New Releases**

As the Application is a COTS product delivered via an ASP model, it is imperative that all customers follow the release cycle within a similar, defined deployment timeframe. MGS will only support the current release version of the Application and one release version prior. Unless otherwise notified by MGS, a prior version of the Application will only be supported by MGS for a maximum of 90 days following the general availability of a New Release. All current customers will be upgraded to the New Release within this timeframe.

MGS will provide notification to the CUSTOMER of a New Release at least 10 business days prior to deploying the New Release to CUSTOMER'S evaluation environment. CUSTOMER will accept upgrade of a New Release to the production environment within 20 business days of delivery to the evaluation environment, unless the New Release introduces a system bug that would result in a Critical or High issue and has not been resolved by MGS within the evaluation period.

CUSTOMER understands and accepts that it may not test some functionality, such as integrations with other production systems, in the evaluation environment as the evaluation environment cannot fully replicate the real-world production environment.

## **Customer Personnel, Facilities and Resources**

The CUSTOMER will ensure MGS has timely access to appropriate CUSTOMER personnel and, if necessary, will arrange for MGS personnel to have suitable and safe access to the CUSTOMER'S facilities and/or systems in order that the Services may be delivered and maintained in accordance with the terms of this SLA. The CUSTOMER will also provide suitable associated resources for MGS personnel including all necessary computing and support resources.

## **Approvals and Information**

The CUSTOMER will respond promptly to any MGS requests to provide direction, information, approvals, authorizations, or decisions that are necessary for MGS to perform the services. The MGS CDM will notify CUSTOMER of applicable timelines and deadlines required to maintain service levels outlined. CUSTOMER delays to MGS requests beyond the identified deadlines may result in delays or degradation of services. In accordance with Section 2.4, CUSTOMER delays may also result in the reduction or elimination of penalties due under this SLA.

## Problem Management

### Reporting a Problem

MGS will provide ongoing customer service to the CUSTOMER to support the Application. CUSTOMER will submit problem reports to MGS through its Help Desk via telephone or email using the contact info below. 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. MGS will resolve such failures in accordance with the Service Levels and procedures set forth in this SLA.

The Help Desk services, hours, and telephone numbers are as follows:

- a. Please direct calls to **1-866-656-6831 (toll-free)** or **703-269-4945**.
- d. The Help Desk may also be reached at [mgs-help@monster.com](mailto:mgs-help@monster.com).
- e. Standard available hours of the MGS Help Desk is Monday – Friday, 9:00 A.M. EST – 5:00 P.M. Eastern Time, excluding federal government holidays.

### Problem Definition

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

**Table 4.2-1. Problem Definitions**

Problem Priority	Status	Impact
Severity 1	Critical	CUSTOMER'S business is impacted in a critical manner because the system is not operational, (i.e., the production system is down or it cannot be accessed by either CUSTOMER HR users or job seekers).
Severity 2	High	CUSTOMER'S business is severely impacted, (i.e., the production system is available but an issue is prohibiting the creation of a position description).
Severity 3	Medium	CUSTOMER'S business is impacted but not in a severe manner, (i.e., the issue is in the production system and has a significant negative impact, but is not prohibiting the creation of a position description).
Severity 4	Low	CUSTOMER'S business is not significantly impacted (i.e. the production system is functional, but defect does exist which should be eventually corrected).

### Problem Escalation

To ensure the CUSTOMER receives the proper attention on all issues reported to the Help Desk, MGS operates a problem escalation procedure so that all problems are notified to MGS operational and management personnel on a priority basis, depending upon the severity of the problem.

All issues reported by the CUSTOMER to the MGS Help Desk are entered into the MGS Support System. CUSTOMER will receive a support ticket number for tracking and resolution purposes for each unique support issue.

The escalation process for each reported support matter is as follows:

- f. The MGS Help Desk (Tier 1 Support) will provide first line troubleshooting support to CUSTOMER and determine the appropriate severity level of the support issue.
- g. All issues that cannot be resolved immediately by the Help Desk will be escalated to the Tier 2 Technical Support group for further troubleshooting and resolution.
- h. The Help Desk will report all Critical and High support issues immediately to the MGS Network Operations team and the applicable customer CDM.
- i. The CDM will notify MGS Executive Management of Critical and High support matters that extend beyond 24 hours and provide status updates no less than daily.
- j. The Help Desk will maintain contact with the appropriate MGS technical resources and the CUSTOMER until the problem has been resolved for Critical and High support issues.

MGS will make its best efforts to pursue corrective action continuously for Critical and High issues until the issues are resolved. Corrective efforts for Medium and Low issues will be resolved at MGS' discretion, and if corrective action is taken, resolution may be deferred to a subsequent maintenance release or major functional release. MGS will track all cases using the MGS Support System and will assign the CUSTOMER a ticket number for each issue.

## Response Time

CUSTOMER agrees that the response time below is dependent upon a representative of CUSTOMER speaking to a representative from the MGS Help Desk for the issue to be properly logged, escalated, and tracked. CUSTOMER agrees that contact with an MGS CDM or other representative is not considered notification of a problem for the purposes of Response Time herein.

- A. Severity Level 1 (Critical): Monster will provide initial response communications within one (1) hour of problem being reported.
  - Updates will be provided to CUSTOMER every four (4) business hours, or sooner if available, until the issue is resolved.
- B. Severity Level 2 (High): Monster will provide initial response communications within four (4) business hours of problem being reported.
  - Updates will be provided to CUSTOMER once daily during business hours until the issue is resolved.
- C. Severity Level 3 (Medium): Monster will provide initial response communications within 48 hours of problem being reported.
  - Updates will be provided to CUSTOMER once monthly until the issue is resolved.
- D. Severity Level 4 (Low): Monster will provide initial response communications within ten (10) business days.
  - Updates are not provided to CUSTOMER for Severity Level 4 issues.

If the CUSTOMER feels that a support issue has not received the proper attention according to the escalation path in Section 5.3 or response times have not been met, then CUSTOMER should notify the CDM in writing describing the discrepancy for further review and action, if necessary.

## Onsite Support

At MGS' discretion, MGS may deploy onsite technical support resources to a CUSTOMER facility to resolve a support issue. CUSTOMER-requested onsite support is available on a Time and Material basis or through a CUSTOMER-purchased Support Plan.

## **Breach of Service and Remedies**

### **Breach of Service**

If the CUSTOMER considers that a breach of this SLA has occurred, CUSTOMER'S Contracting Officer must notify MGS in writing in accordance with Section 7.3 stating the nature of the breach and providing the necessary details regarding the same. If the breach still exists, MGS will have 30 calendar days to correct any affected services in order that they comply with the warranty.

### **Exclusions**

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

### **Remedies for Breaches**

In the event of any defective performance from MGS or failure to furnish the agreed level of service, CUSTOMER'S remedies for any and all claims with respect to the SLA will be limited to those set forth in this SLA. MGS will make reasonable efforts to restore the service to a good operating condition on an urgent basis. If any damages are payable in the event of the defective service, the amounts claimable are as defined in Schedule A of this agreement. Remedies will be applied as credits to future service on the next applicable MGS invoice to CUSTOMER for similar services.

The remedies defined in Schedule A are the only damages available with respect to this SLA. In no event shall MGS be liable for any consequential, incidental, indirect, exemplary or special damages, including lost profits, whether in contract or in tort with respect to this SLA.

## **General**

### **Term**

The Term of this SLA shall be coterminous with the period of performance of any task order issued for this service under the applicable GSA schedule contract. For a new system implementation, the SLA is effective upon the "go-live" of the system following the implementation process. Expiration or termination of the task order will result in the expiration or termination of this SLA.

### **Billing of Services**

Billing for the monthly subscription of the Application will commence immediately upon contract award in quarterly increments unless otherwise agreed to in the task order. Billing for labor-hour services will occur monthly following the month that services were performed.

### **Notices**

Notices required under this SLA are to be sent to the address and persons specified below:

Monster Government Solutions  
Service Level Agreement - Monster Position Classification

Monster Government Solutions  
Attn: Contract Manager  
8280 Greensboro Drive, Suite 700  
McLean, VA 22102

## **Schedules**

The schedules referred to herein, and made a part hereof, are to be considered an integral part of this SLA and are incorporated herein by reference.

## **Force Majeure**

Except with respect to payment obligations, neither party shall be deemed in default of this SLA to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, act of government, strikes or labor disputes, any actual or threatened act of terrorism, inability to provide raw materials, power or supplies, or any other similar act or condition beyond the reasonable control of the parties; provided that the party so affected provides prompt notice and uses continuous its best reasonable commercial efforts to avoid or remove the causes of nonperformance and continues performance hereunder immediately after those causes are removed. Upon such circumstances arising, the parties shall meet forthwith to discuss what, if any , modification may be required to the terms of this SLA, in order to reach a resolution. In the event that any act of Force Majeure prevents either party from carrying out its obligations under this agreement for a period of more than 20 days, the other party may terminate the affected services under this SLA upon ten (10) days written notice.

## **Choice of Law**

This SLA will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regards to the conflicts of law principles thereof. Any and all claims, controversies or disputes arising out of or in connection with this SLA will be resolved in accordance with this Section. The law of the Commonwealth of Virginia will apply unless the issue relates to Federal procurement regulations or statutes and in such case Federal procurement law as interpreted by the United States Boards of Contract Appeals and the United States Court of Federal Claims will apply. The parties consent to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Virginia, for any such action, suit or proceeding. The parties waive any objection to the laying of venue for any suit, action or proceeding in such courts. The parties waive any right they might have to a trial by jury in any such suit, action, or proceeding. Both parties' obligations under this Section survive termination or expiration of this SLA. The prevailing party in any action will be entitled to recover its costs and attorney's fees.

## Definitions

12. **ASP** – Application Service Provider whereby MGS hosts a software Application and provides a right to use the Application by CUSTOMER via the Internet in exchange for a monthly subscription fee. No hardware other than a PC with access to the Internet is required by CUSTOMER to utilize the Application.
13. **Application(s)** – For the purposes of this SLA, the Applications referred to is the COTS versions of the Monster Position Classification automated system.
14. **Business Hours** – Business Hours are 0900 – 1700, Monday through Friday, excluding federal government holidays.
15. **CDM** – Client Delivery Manager assigned to oversee the account, manage projects within the contract, and communicate with CUSTOMER on technical matters.
16. **COTS** – “Commercial-Off-The-Shelf”.
17. **Custom Enhancement** – A Custom Enhancement is a change to the Application that improves or alters the basic functions and is offered at an additional to CUSTOMER with a current subscription. Custom Enhancements also typically carry an ongoing maintenance fee to keep the code current with new releases of the Application.
18. **Enhancement** – An Enhancement is a change to the Application that improves or alters the basic functions and is offered at no extra charge to CUSTOMER with a current subscription.
19. **Hot Fix** – A Hot Fix is one-time update to the Application to correct a support issue that cannot wait for the next Maintenance Release. A Hot Fix will not materially change the use or functionality of the Application, but will correct existing functionality.
20. **New Release** – A New Releases is defined as an improvement, enhancement, and/or modification to the base Application.
21. **Routine Maintenance** – Routine Maintenance is maintenance work performed by MGS on a regular and scheduled basis to keep the Applications in good operating condition in accordance with the product’s specifications.
22. **Time and Percent Conventions** -
  - This SLA uses the following conventions to refer to times and percents:
  - Times expressed in the format "hours:minutes" reflect a 24-hour clock in the eastern standard time zone.
  - Times expressed as a number of "business hours" occur within the hours of 9:00 A.M. EST to 5:00 P.M. EST.
  - Times expressed as a number of "business days" include business hours, Monday through Friday, excluding federal holidays.
  - The symbol "---" or “n/a” indicates that no time applies in a category or that a service is unavailable.
  - Factors expressed as percent are relative to a total of 100 (i.e. 25% = 1/4)

## Schedule A – Remedies for Breach of Service Levels

Schedule A provides information on remedies that may be available in the event of an MGS breach of specified service levels on Services delivered under the terms of the contract and this SLA.

Remedies for Breach of the SLA:

- i. **Service Level Credits.** Upon an uncured material breach by MGS of a service level commitment in this SLA, CUSTOMER shall be eligible for Service Level Credits as detailed below. The credit will be applied to the next regularly scheduled invoice for similar services only.
  - iii. System Availability – for an uncured material breach in a given month of the System Availability Service Level, MGS will credit CUSTOMER with 4% of monthly Application subscription fees.
  - ii. Response Time – for each uncured material breach of the Response Time Service Level, MGS will credit CUSTOMER with 2% of monthly Support subscription fees.
- j. **Non-cumulative Credits.** CUSTOMER eligibility for Service Level Credits as described in this SLA is non-cumulative for each type of credit in a given month for a single reported event, problem or system related issue for which CUSTOMER is entitled to a Service Level Credit. (i.e., one event can give rise to not more than one Availability credit or one Response Time credit in a month).
- k. **Cap on Service Level Credits.** Notwithstanding anything to the contrary contained herein, CUSTOMER shall not be eligible for Service Level Credits in excess of 5% of the total of the Task Order in effect.
- l. **Not Applicable to Labor Hour Services.** Service Level Credits shall not apply to labor hour services provided or Time and Material services such as Implementation, Account Management, Consulting Fees, or Training classes provided.