

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 9/22/14

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

731



FROM: Economic Development Agency/Workforce Development Division

SUBMITTAL DATE:
 September 25, 2014

SUBJECT: Approval of Sole Source Procurement of Customized Adult/Dislocated Worker and Youth Job Seeker Web Portals for the Workforce Development Division from Monster Worldwide, Inc., Approval of License Agreement with Monster Worldwide, Inc., for Monster Youth and Adult Portal Services, All Districts, [\$297,505] Workforce Investment Act funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached sole source procurement request for purchase of two Monster Youth and Adult Job Seeker Web Portals (including related services) from Monster Worldwide Inc., for use by Workforce Investment Act (WIA) Youth and Adult/Dislocated Worker participants, base year cost is \$105,000, with an option to renew for two additional years through 2017 (\$96,500 option year 2 and \$96,005 option year 3), for a total aggregate of \$297,505;

Departmental Concurrence

(Continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Esteban Hernandez 9/24/14

[Signature]

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 105,000	\$ 96,500	\$ 297,505	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Federal Workforce Investment Act Funds 100%
Budget Adjustment: No
 For Fiscal Year: 2014/15-2016/17

C.E.O. RECOMMENDATION:

APPROVE
 BY: Rohini Dasika
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Purchasing: Mark Seiler, Assistant Director

- A-30
- 4/5 Vote
- Positions Added
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Workforce Development Division

FORM 11: Approval of Sole Source Procurement of Customized Adult/Dislocated Worker and Youth Job Seeker Web Portals for the Workforce Development Division from Monster Worldwide, Inc., Approval of License Agreement with Monster Worldwide, Inc., for Monster Youth and Adult Portal Services, All Districts, [\$297,505] Workforce Investment Act funds 100%

DATE: September 25, 2014

PAGE: 2 of 4

RECOMMENDED MOTION: (Continued)

2. Approve the Services Agreement for Monster Youth and Adult Portals (including all attachments thereto) (Monster Services Agreement) between the County of Riverside EDA/Workforce Development Division and Monster Worldwide, Inc., in the amount of \$105,000, relating to the delivery of the Monster Youth and Adult Job Seeker Web Portals, one year term with an option to renew for two additional years;
3. Authorize the Assistant County Executive Officer/EDA or designee to execute an agreement with Monster Worldwide Inc., conforming in form and substance to the form of Monster Services Agreement, and any additional documents necessary to implement the agreement with Monster Worldwide Inc., subject to approval by County Counsel; and
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual Consumer Price Index rates, subject to approval as to form by County Counsel.

BACKGROUND:

Summary

The Riverside County Economic Development Agency/Workforce Development Division (EDA/WDD) continues to serve a significant number of adult and youth job seekers by using a variety of electronic media to obtain employment. In August 2009, Monster Worldwide Inc. developed a customized Youth Web Portal for EDA/WDD followed by a customized Adult Job Seeker Web portal in December 2011. Both Web Portals offered 24/7 career exploration, career readiness, career transition services and a multitude of on-line employment resources. In PY 2013/14, approximately 1,600 WIA Adult/Dislocated Worker and Youth job seekers were actively utilizing the Monster web portals. In 2014/15, it is anticipated that the Monster web portals will reach an additional 2,000 WIA Adult/Dislocated Worker and Youth job seekers through enhanced electronic media platforms.

During the past five years, Monster has provided a comprehensive on-line portal to the County of Riverside's (County) job seekers through a license agreements with the County. Two license agreements are in existence and will expire on August 31, 2014 (Youth Portal) and December 31, 2014 (Adult Portal). EDA/WDD staff believe it is in the best interest of the County to continue providing adult and youth job seekers with access to the Monster on-line job seeker web portals and recommend that the Board approve the attached Sole Source Procurement Request for purchase of two Monster Youth and Adult Job Seeker Web Portals (including related services) from Monster Worldwide Inc. (Sole Source Procurement Request), and the form of Services Agreement for Monster Youth and Adult Portals (including all attachments thereto) (Services Agreement). The proposed Services Agreement comes with a total cost savings of \$39,008 and will provide enhanced features and updated platforms.

Monster Adult Web Portal (www.RivCoNetwork.com)

If the Board approves the attached Sole Source Procurement Request and form of Service Agreement, this portal will continue to deliver a branded, regional online career community to connect impacted job seekers with the most relevant news, local market intelligence, career insights and events, and the nation's largest

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Workforce Development Division

FORM 11: Approval of Sole Source Procurement of Customized Adult/Dislocated Worker and Youth Job Seeker Web Portals for the Workforce Development Division from Monster Worldwide, Inc., Approval of License Agreement with Monster Worldwide, Inc., for Monster Youth and Adult Portal Services, All Districts, [\$297,505] Workforce Investment Act funds 100%

DATE: September 25, 2014

PAGE: 3 of 4

BACKGROUND:

Summary (Continued)

employment database. Plus, it is a highly flexible and customized gated community that is password protected and accessibility is 24/7 through www.rivcoworkforce.com.

Some of the features of the www.RivCoNetwork.com include:

<ul style="list-style-type: none"> • Job search and job application functionality • Proactive customizable resume search agents • Application Management System • Career related content relevant to Riverside County • Relevant local career event news • Ability to post exclusive jobs 	<ul style="list-style-type: none"> • Mobile App • Success Stories and Success Story Scroller • Custom profile questions (and/or “Elevator Pitch”) • Addition of Woofound Compass assessment tool with integrations to jobs, careers, and available degrees (from list of Riverside Community Colleges).
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Monster Youth Web Portal (www.myEcareer.com)

If the Board approves the attached Sole Source Procurement Request and form of Services Agreement, this portal will continue to deliver a branded, regional online career community to connect impacted job seekers with the most relevant news, local market intelligence, career insights and events, and the nation’s largest employment database. Plus, it is a highly flexible and customized gated community that is password protected and accessibility is 24/7 through www.rivcoworkforce.com.

Some of the features of the www.myEcareer.com include:

<ul style="list-style-type: none"> • Job search and job application functionality • Ability to post exclusive jobs • Redesign/branding update, images, tagline, url, and a more targeted user experience • Proactive customizable resume search agents • Application Management System • Relevant local career event news 	<ul style="list-style-type: none"> • Email blast ability • Mobile App • Success Stories and Success Story Scroller • Featured (Premier) Events • Custom profile questions (and/or “Elevator Pitch”) • Addition of WooFound Compass
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Three Year Cost to County

Portal	Base Year	Option Year 2	Option Year 3	Total
RivCoNetwork.com	\$35,621	\$28,409	\$28,410	\$92,440
myEcareer.com	\$69,379	\$68,091	\$67,595	\$205,065
Total	\$105,000	\$96,500	\$96,005	\$297,505

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Workforce Development Division

FORM 11: Approval of Sole Source Procurement of Customized Adult/Dislocated Worker and Youth Job Seeker Web Portals for the Workforce Development Division from Monster Worldwide, Inc., Approval of License Agreement with Monster Worldwide, Inc., for Monster Youth and Adult Portal Services, All Districts, [\$297,505] Workforce Investment Act funds 100%

DATE: September 25, 2014

PAGE: 4 of 4

BACKGROUND:

Summary (Continued)

Term

The term of the Services Agreement would be effective September 1, 2014, through August 31, 2015 with an option to renew for Year 2 and 3, dependent on continued user usage and license support and access.

Workforce Investment Board

The Riverside County Workforce Investment Board (WIB) approved this Action Item at the August 13, 2014, WIB Executive Committee meeting.

Justification for selection

Extent of market search conducted: Internet research included EmployOn, The Right Thing, Career Builder/Personified and Indeed.com. Each of the companies provide off-the-shelf products that are self-contained with little to no customization available. Services are directed toward the jobseeker and employer to create individual accounts. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide include the following, Monster Government Solutions is the only company in the Public Sector that builds fully customizable employment community sites for youth and adults that can integrate with Monster.com job postings. They are the only company to put a public sector focus on all things related to youth and adult employment (via community sites, adult or youth focused workshops, jobs, resume tools, videos and content written by field experts specifically for each demographic). The company has open API's which allow customers to bring in outside products or vendors giving complete flexibility of site(s). The Riverside County Economic Development Agency/Workforce Development Division (EDA/WDD) continues to serve a significant number of adult and youth job seekers by using a variety of electronic media to obtain employment. EDA/WDD customers have been using this program for the last five years and are familiar with the Monster Web portal and its resources.

Impact on Citizens and Businesses

SUPPLEMENTAL:

Monster Government Solutions LLC, a wholly owned subsidiary of Monster Worldwide Inc. is well known, respected and trusted by job seekers and employers alike because of its access to thousands of employers and access to job seeker type resources any time of the day.

Additional Fiscal Information

In Fiscal Year 2014/15 there will be \$105,000 in costs, Option Year 2 (2015/16) \$96,500 and Option Year 3 (2016/17) \$96,005. No County costs will be incurred and no budget adjustment is required.

Contract History and Price Reasonableness

During the past five years, Monster has provided a comprehensive on-line portal to Riverside County's job seekers through a license agreement. Two license agreements are in existence and will expire on August 31, 2014 (Youth Portal) and December 31, 2014 (Adult Portal). The new license agreement for two portals comes with a total cost savings of \$39,008 with enhanced features and updated platforms.

ATTACHMENTS

Sole Source Procurement Request

Form of Service Agreement for Monster Youth and Adult Portal

RF:HM:MC:LS:OC:HR:jh #12582

R:\WDC\DATA-ProgDev\OPERATIONS\ 2014-2015\BOS Form 11's\14-17 Monster Worldwide Inc\Drafts\Form 11 Mosnter--WDARC_Monster Worldwide Inc_Monster Government Solutions LLC_REV4_PurchasingAdjusted rev 9-11-14 (JRB revs 9 18 14 v2).docx

Date: August 14, 2014

From: Robert Field Department/Agency: Economic Development Agency/Workforce Development Division
(Director or designee)

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for Monster Worldwide Inc.-Monster Government Solutions, LLC-Youth and Adult/Dislocated Worker Web Portal

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. Supply/Service being requested: Monster Web Portal for Workforce Investment Act (WIA) Youth and Adult/Dislocated Worker participants
2. Supplier being requested: Monster Worldwide Inc./Monster Government Solutions, LLC
3. Alternative suppliers that can or might be able to provide supply/service: None
4. Extent of market search conducted: Internet research included EmployOn, The Right Thing, Career Builder/Personified and Indeed.com

Each of the companies provide off-the-shelf products that are self-contained with little to no customization available. Services are directed toward the jobseeker and employer to create individual accounts.

5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: Monster Worldwide Inc./Monster Government Solutions, LLC.

Monster Government Solutions is the only company in the Public Sector that builds fully customizable employment community sites for youth and adults that can integrate with Monster.com job postings. They are the only company to put a public sector focus on all things related to youth and adult employment (via community sites, adult or youth focused workshops, jobs, resume tools, videos and content written by field experts specifically for each demographic). The company has open API's which allow customers to bring in outside products or vendors giving complete flexibility of site(s).

The Riverside County Economic Development Agency/Workforce Development Division (EDA/WDD) continues to serve a significant number of adult and youth job seekers by using a variety of electronic media to obtain employment. In August 2009, Monster Worldwide Inc. developed a customized Youth Web Portal for EDA/WDD followed by a customized Adult Job Seeker Web portal in December 2011. Both Web Portals offered 24/7 career exploration, career readiness, career transition services and a multitude of on-line employment resources. In PY 2013/14, approximately 1,600 WIA Adult/Dislocated Worker and Youth job seekers were actively utilizing the portals. In 2014/15, it is anticipated that the Portals will reach an additional 2,000 WIA Adult/Dislocated Worker and Youth job seekers through enhanced electronic media platforms.

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

A five year investment has been made in these two portals and it would not be cost effective for a new supplier to be considered; especially if the portal usage continues to increase among job seekers in Riverside County. The investment includes initial development costs by EDA of \$40,077, for staff salaries/benefits. After the initial development process over the past five years staff has provided 40 hours per month in facilitation to youth and adult/dislocated workers in using the web portals totaling \$81,298. Total agreement cost to-date is \$451,500; total development, on-going facilitation and agreement costs total \$532,798.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

Monster Worldwide Inc. is offering a discounted rate and plans to enhance the platform for both portals, including top of the line resources and enhanced features targeted to help the jobseeker find more employment opportunities.

Three Year Cost

Portal	Base Year (14/15)	Option Year 2 (15/16)	Option Year 3 (17/18)	Total
RivCoNetwork.com	\$35,621	\$28,409	\$28,410	\$92,440
myIEcareer.com	\$69,379	\$68,091	\$67,595	\$205,065
Total	\$105,000	\$96,500	\$96,005	\$297,505

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). No

9. Period of Performance: September 1, 2014 through August 31, 2017.



Robert Field, Assistant County Executive Officer/EDA

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: **\$297,505**

One time

Annual Amount through **August 31, 2017**

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)

Services Agreement for Monster Youth and Adult Portals

1. Agreement; Sales Orders. This Master Services Agreement, including Appendix A and B (collectively the "Agreement"), is between County of Riverside, a political subdivision of the state of California by and through its Economic Development Agency/Workforce Development Division ("Customer") and Monster Worldwide, Inc., a Delaware corporation, the parent company of Monster Government Solutions, LLC, ("Monster") and shall govern Monster's delivery of the Monster Youth and Adult Portals (the "Services") the details of which are set forth in Appendix A, Statement of Work (the "SOW") attached hereto.

2. Term and Termination. This Agreement is effective September 1, 2014 and shall continue through August 31, 2015, with an option to renew for Year 2 and 3, dependent on continued user usage and license support and access. Early termination shall be in accordance with the provisions in this Agreement. If Customer materially breaches any provision of this Agreement, upon written notice to Customer, Monster may immediately suspend all Customer passwords and access codes until the breach is cured and if applicable, immediately remove any job postings that violate a Site's terms of use. Either party may immediately terminate this Agreement if the other party materially breaches this Agreement which breach is not cured within ten (10) days after receipt of written notice thereof. The terms of Sections 2, 3, 4, 8 and 9 shall survive any expiration or termination of this Agreement.

3. Payment. All amounts payable by Customer for the Services ("Fees") are due in full without deduction within thirty (30) days of receipt of the invoice from Monster. Fees paid for Services are non-refundable, except as required by law or regulation.

4. Ownership. As between Monster and Customer, any intellectual property, including but not limited to job postings, logos, and/or advertisements provided by Customer for placement on any Monster website (each a "Site") and all other proprietary rights therein are and shall at all times remain Customer's property. Customer grants to Monster and its affiliates a royalty-free, fully paid up, non-exclusive and worldwide license to use, copy, reproduce, publish, perform, display, and distribute such intellectual property (in whole or in part) solely in connection with the Services provided during the term of this Agreement. 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 Customer'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.

5. Terms of Use. (a) Customer 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.(b) Customer shall comply with the terms of use of each Site described in the Agreement. Terms of use of each Site are available from the applicable Site's homepage through the link "Terms of Use." To the extent there is any inconsistency between any accessed Site's terms of use described in this paragraph and the terms of this Agreement, the terms of this Agreement will control.

6. Limited Warranty. Monster warrants that Monster will perform Services in a professional manner in accordance with prevailing industry standards. 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 SITES, OR THE

FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF ITS SERVICES OR THE SITES.

7. Customer Representation and Warranty. Customer 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.

8. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT (INCLUDING THE SOW), EXCEPT FOR OBLIGATIONS OF AN INDEMNIFYING PARTY UNDER SECTION 8 OR BREACHES OF SECTIONS 6(a) OR 10, BUT WITHOUT IN ANY WAY LIMITING CUSTOMER'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 CUSTOMER TO MONSTER DURING THE TERM HEREOF.

9. Navigation/Search Engines; No Modification. Notwithstanding anything to the contrary contained herein, Customer shall not use and shall not cause a third party 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).

10. Order of Precedence. The following order of precedence is as follows:

- Master Service Agreement
- Appendix A Statement of Work
- Appendix B Software as a Service: Service Level Agreement (SLA)
- Appendix C Schedule 2-Service Level Response Time

11. Miscellaneous. Each party agrees with respect to its use or provision of the Services to comply with all applicable local, national and international laws, regulations and executive orders, including but not limited to those relating to labor and employment (including but not limited to anti-discrimination, affirmative action and in the case of U.S Services, the U.S. Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures), data privacy, data access and use, and intellectual property. Customer

acknowledges that U.S. job postings may not require U.S. citizenship or lawful permanent residence in the U.S. as a condition of employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state or local government contract. Each party to this Agreement shall be acting as an independent contractor, and nothing herein shall be construed to create a partnership, joint venture or any type of agency relationship between Monster and Customer or any of Customer's employees or agents. This Agreement, which may be executed in counterparts and via facsimile or electronically transmitted signature, 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), as well as any purchase orders that have been or may from time to time be submitted by Customer, 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 non-assigning party, except (i) in connection with a merger, consolidation, reorganization or sale of all or substantially all assets of the assigning party, or (ii) to a party controlled by or under common control with the assigning 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. In the event that any of the provisions of these conditions shall be determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law. This Agreement, and any disputes between Customer and Monster relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of California excluding: (i) the United Nations Convention on Contracts for the International Sale of Goods; (ii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iii) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. 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 or overnight courier, to the Customer at the address set forth below and to Monster at 5 Clock Tower Place, Suite 500, Maynard, Massachusetts 01754, Attn: Legal Department, and shall be deemed given upon actual delivery thereof. No terms of this Agreement are enforceable by any person who is not a party to it.

The person executing this Agreement on behalf of Customer represents and warrants that he or she is authorized to execute this Agreement with all Appendix's on behalf of Customer.

AGREED AND ACCEPTED:

CUSTOMER: County of Riverside

By: _____

Signature of Authorized Representative

Name: Robert Field

Title: Assistant County Executive Officer/EDA

Dated: _____

APPROVED AS TO FORM:

GREGORY P. PRIAMOS

County Counsel

By: _____

Jhaila R. Brown,
Deputy County Counsel

Monster



By: _____

Signature of Authorized Representative

Name: Steve C. Simmons

Title: Sr. Contracts Administrator

Dated: September 22, 2014

ADDRESS FOR NOTICES TO CUSTOMER

Riverside County Economic Development Agency/Workforce Development Division

Heidi Marshall, Workforce Development Administrator

1325 Spruce Street, Suite 110

Riverside, CA 92501

Appendix A Statement of Work

This Statement of Work is governed by the Services Agreement for Monster Youth and Adult Portals effective as of September 1, 2014 (the "Agreement") by and between Monster Worldwide Inc., the parent company of Monster Government Solutions, LLC, with offices at 5 Clock Tower Place, Suite 500, Maynard, MA 01754, and the County of Riverside, by and through its Economic Development Agency/Workforce Development Division ("Customer"). Monster agrees to complete the work described below in accordance with the Agreement and in accordance with the terms below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other valuable consideration, the adequacy and receipt of which is expressly acknowledged, the parties agree as follows:

During the period, September 1, 2014 to August 30, 2015, Monster will host, update and maintain the Customers Youth and Adult Portals that were developed as part of the proposal dated, August 19, 2014. Monster will deliver a branded, regional online career community to connect impacted job seekers with the most relevant news, local market intelligence, career insights and events, and the nation's largest employment database. Monster shall also provide a highly flexible and customized gated community that is password protected and accessibility is 24/7 through www.rivcoworkforce.com. The proposal dated August 19, 2014 submitted by Monster to Customer entitled Monster Adult and Youth Portal Enhancements and Contract Consolidation is incorporated herein by this reference.

Monster shall also provide the following during the term of the Agreement:

1.0 Monster Youth Portal Deliverables

- Full custom design and configuration of the Riverside Youth online community with a custom URL to include a Creative Design to ensure that the online experience is optimized for the Customer's Youth audience.
- Industry-lead social networking tools and functionality for Customer's staff to manage content, discussions, membership, events, branding, marketing, news, and dialogue among the various stakeholders.
- Inclusion of relevant jobs from Monster.com via an RSS feed and/or hyperlinked job search to relevant jobs on Monster.com.
- Tier 2 technical support for Customer.
- Complete Web 2.0 functionality that includes the ability for Customer to engage in discussion boards, create and view member profiles, create groups, create professional and personal profiles, endorse other members, include member objectives, and create subgroups.
- Capability for the Customer to incorporate news, events, video, and photo galleries into the site.
- Online training and support for the Customer to manage and maintain the site.
- Quarterly review sessions with the Customer to review progress, opportunities and continuous quality improvement.
- Search engine optimization for Google, Yahoo, and MSN search engines.
- Ability to reference "Powered by Monster" and the Monster partnership.
- An unlimited number of user accounts.

- The Youth Portal will also include Kuder Navigator that provides access to Kuder's Career Navigator, Journey, and Person Matching suite. A license will be provided for 150 youth annually to access Kuder Navigator and 150 youth annually to access Kuder Journey.Mobile Application
- WooFound Compass integration with myIEcareer to match jobs, career paths and degree programs with an individual's personality.
- Media to assist in site awareness and branding in Riverside, San Bernardino and Imperial Counties (for @LIKE program participants) in years two and three.
- Redesign and branding of MyIECareer.com, including logo.

2.0 Monster Adult Portal Deliverables

- Industry-leading social networking tools and functionality for Customer to manage content, discussions, membership, events, branding, marketing, news, and dialogue among the various stakeholders in the county.
- Inclusion of relevant jobs from Monster.com via an RSS feed and/or hyperlinked job search to relevant jobs on Monster.com.
- Tier 2 technical support for the Customer.
- Complete Web 2.0 functionality that includes the ability for the Customer to engage in discussion boards, create and view member profiles, create groups, create professional and personal profiles, endorse other members, include member objectives, and create subgroups.
- The Capability for the Customer to incorporate news, events, video, and photo galleries into the Search engine optimization for Google, Yahoo, and MSN search engines.
- Ability to reference "Powered by Monster" and the Monster partnership.
- An unlimited number of user accounts.
- Mobile Application
- Online training and support for the Customer to manage and maintain the site.
- WooFound Compass integration with RivCoNetwork to match jobs, career paths and degree programs with an individual's personality.
- Media to assist in site awareness and branding in Riverside in years two and three.

3.0 Monster Responsibility as it relates to Kuder

- Monster will provide Customer with an administrative interface to the System, where the Customer may run its own reports and review information stored in the System, relating to the usage and performance of the System.
- Monster from time to time may update or add functions or reports to the dashboard.
- Monster shall provide the same level of dashboards it makes available to other Customers who have not separately paid Monster for specific reports or functions.
- Monster may offer additional modules or functions available for additional fees.
- The services provided by Monster are dependent upon Customer providing timely, accurate, complete information and in accordance with .
- The service level response time from Monster shall be in accordance with Appendix C-Schedule 2.

4.0 Customer Responsibility as it relates to Kuder

- Customer will provide Monster with information on a timely basis as requested.
 - Customer shall provide all information identified by Monster on a regular basis as part of Monster's ongoing services and on an expedited basis (expedited shall mean no more than twenty four hours and delivery by confirmed email, fax or guaranteed overnight delivery) when requested by Monster to meet deadlines.
 - The service level response time to Customer shall be in accordance with Appendix C-Schedule 2.
- **5.0 Monster Products**

Monster SaaS Product	Description	Quantity
WooFound Compass	Online, SaaS visual personality assessment tool.	1 - License for up to 5 administrative seats
SSO Integration	SSO Integration to myEcareer and RivCoNetwork sites; including mobile apps	2 - One per site
Job Feed Integration Degree Program List	Job feed and Riverside County Community Colleges Degree program list to be integrated providing matched opportunities to recommended careers based on personality assessments.	2 - One per site 2 - One per site
Mobile Apps	iPhone and Android App	1 each per site

6.0 Fee Schedule

Portal	Base Year
RivCoNetwork.com	\$35,621
myEcareer.com	\$69,379
Total Contract Amount for All Services provided pursuant to the Services Agreement	\$105,000

- Monster will invoice customer on a monthly basis beginning 30 days upon final execution of this Agreement by both parties.
- The base year for both portals is a total amount of \$105,000.
- Monthly invoice will be \$8,750 for a total not to exceed contract amount of \$105,000.

7.0 Termination for Convenience. This statement of work may be terminated by Monster or Customer for any reason upon thirty (30) days written notice to Customer or Monster, respectively, provided that in the event of a termination for any reason other than a breach of

the Agreement by Customer, Monster shall refund all prepaid fees applicable to the period following such termination as calculated on a pro rata basis.

Appendix B

Software as a Service: Service Level Agreement (SLA) for Woofound Compass

This Software as a Service Subscription Agreement (the "Agreement") dated _____, 2014 is by and between Monster Worldwide Inc., the parent company of Monster Government Solutions, LLC, a Delaware corporation with offices at 8280 Greensboro Drive, Suite 900, McLean VA, an authorized reseller of Woofound, Inc., a Delaware corporation with its principal offices at 101 N. Haven St., Baltimore, MD 21224 ("Service Provider"), and the County of Riverside, a political subdivision of the state of California, by and through its Economic Development Agency, with its principal offices at 1325 Spruce Street Riverside Suite 110, CA 92507 ("Customer").

1. **Scope.** Customer desires to purchase the services to allow its job seekers Customers to access and use Service Provider's Woofound Compass™ software service, which service is used in career assessment – namely, matching a person's personality to recommended careers ("Software") under the terms and conditions of this Agreement, the Services Agreement for Monster Youth and Adult Portals (Master Agreement) to which this Appendix B is attached, and the Statement of Work attached to the Master Agreement as Appendix A and incorporated herein as Schedule 1 (the "Statement of Work") and the Service Level Response Time Agreement, attached and incorporated herein as Schedule 2 (the Service Level Agreement, "SLA"). If additional services or subscription licenses are ordered, they shall issue on one or more subsequent Statements of Work in form similar to Schedule 1. Except as restricted in Section 9.2 below the parties agree to transact business electronically, and Customer may order additional services under a Statement of Work electronically. Such Statements of Work may be evidenced by electronic communications that evidence an agreement by the parties. The terms of this Agreement shall apply to all such additional Statements of Work.

2. **Definitions.** In this Agreement,

2.1. "System" shall mean the service available at the website location: [URLs to be named later], which may be a hidden URL framed inside of content at Customer's regular web address for job seekers.

2.2. "Documentation" means all user manuals, guides, training materials and other materials, whether in paper or electronic form, that relate to the System.

2.3. "Improper Use" means: (i) any use that is not expressly licensed above; (ii) to commit or participate in any illegal or criminal act, or any act that violates any U.S. or foreign statute, rule, regulation, order or other law; (iii) use in any time sharing, service bureau, intranet, extranet or other remote access usage other than for Customer's own employees, customers, job seekers and contractors; (iv) any use of the System that is outside of the contemplated use in the Documentation; (v) any effort to reverse engineer, decompile, disassemble, or otherwise discover the operation of the System for the purpose of either competing with Service Provider, creating derivative works from the System, or creating software with similar functionality. Customer expressly covenants not to engage in any Improper Use.

3. **Subscription License.** So long as Customer (a) has paid all applicable subscription license fees for the periods indicated in each Statement of Work; and (b) is not in breach of the Agreement, any Schedule thereto or this Schedule, Service Provider grants to Customer a non-transferable, non-assignable, non-sublicensable, non-exclusive license and right to permit job seekers that are enrolled to receive services from the Customer to access the System for such job seekers to use the System to match their personality to careers and jobs.

4. **Ownership; Proprietary rights; Confidentiality.** The System and Documentation (and all copies thereof) are licensed, not sold, and title to the System and Documentation and all copies thereof remains solely with Service Provider. The System may not be used for any Improper Use. The

Customer agrees that the System is the confidential and proprietary property of Service Provider and is protected by United States patent, copyright and other intellectual property laws, and international treaty provisions. Customer may not sell, rent, lease, lend, contract host (such as in an application service or hosting provider), or transfer any copy of the System, without the express prior written consent of Service Provider. During the term of this Agreement, Customer may not allow any other parties to provide the System to Customer under contract or application hosting, or other contract service, except by Service Provider, or an application or hosting provider that is an authorized distributor certified by Service Provider.

5. Representations; Initial Warranty; Infringement Claims.

5.1. Service Provider represents to Customer: (a) as of the date the System is first made available for use by Customer and job seeker Customers that Service Provider has not received actual notice from any third party that the System infringes any copyright, patent, or other intellectual property of any third party; and (b) Service Provider has tested the System (and will test each version of the System) for viruses using a commercially available virus detection tool and that the results of that test did not show any computer viruses in such System. In the event of a breach of either of these representations: (i) in the case of a virus, Service Provider shall replace the System with a System that is free of viruses; and (ii) in the case of an intellectual property infringement claim, Service Provider at its option may replace the System with non-infringing software, negotiate a license, or may terminate the subscription license granted herein.

5.2. So long as all payments have been made and Customer is not in breach of this Agreement, Service Provider will correct any material defects in the System that cause it to fail to comply in all material respects with the Documentation, in accordance with the SLA terms. Service Provider is not liable to correct errors resulting from misuse, Improper Use, failure to follow the Documentation, lack of training, errors arising from criminal or illegal acts of third parties, or errors arising from any third-party software provided by Customer (or its job seeker Customers), such as desktop operating systems, browsers, mobile operating systems and applications, and similar third party software.

5.3. The remedies set forth above in Section 5.1 are the sole and exclusive remedies for breach of the representations and warranties herein, and Service Provider shall not under any circumstances be liable for any actual, compensatory or other damages arising from the representations made herein, and shall not be liable for any consequential, incidental, punitive damages, lost profits, opportunity costs or any other damages. To the extent any limitation of remedy is unavailable or unenforceable, Service Provider's maximum liability hereunder under any circumstances shall be limited to the total fees actually paid to Service Provider.

5.4. EXCEPT AS STATED ABOVE, THE SYSTEM AND ALL DOCUMENTATION IS PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND AND SERVICE PROVIDER FURTHER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING UNDER ANY UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT. UNLESS THE WARRANTY IS EXPRESSLY STATED IN WRITING HEREIN, THERE IS NO WARRANTY THAT THE SYSTEM OR ANY INFORMATION, COMPUTER PROGRAM, EFFORTS, OR ANY SYSTEM PROVIDED BY SERVICE PROVIDER WILL FULFILL ANY PARTICULAR PURPOSES OR NEEDS OF CUSTOMER. SERVICE PROVIDER DOES NOT WARRANT THAT THE SYSTEM WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION.

6. Term; End of Subscription License; General.

6.1. Unless otherwise provided in a Statement of Work, this Agreement shall commence upon the execution of this Agreement by both parties, for an initial period stated in the Statement of Work (the "Initial Term"), unless terminated earlier pursuant to this Agreement and the Master Agreement and shall continue if Customer exercises the option to renew in writing pursuant to the Master Service Agreement (the Initial Term and all such extended period are referred to as the "Term").

6.2. If a party asserts a material breach of this Agreement by the other party it shall give written notice to the other party at the notice address and the party asserted to be in material breach shall have thirty (30) calendar days to cure such breach, provided that in cases of nonpayment, such cure period shall be fifteen (15) calendar days. If the party asserted to be in material breach does not effect a cure within the period stated, the other party may, but shall not be obligated, to terminate this agreement, by written notice to other party.

6.3. This Agreement shall terminate immediately: (i) upon notice to other party in the event the party claiming the breach in objective good faith believes the other party is engaged in or has engaged in illegal, dishonest or fraudulent acts; and (ii) automatically and without notice upon the entry of an order for relief in bankruptcy, the appointment of a receiver, the assignment for the benefit of creditors or other similar act.

6.4. At the end of the Term Customer shall cease all use of the System; provided however that Service Provider shall be entitled to retain as users all persons who used the System, e.g. job seekers who make use of the System may continue using the System at Service Provider's election. All provisions of this Agreement shall survive (where stated for the period so stated) other than provisions requiring performance of services. All amounts due to Service Provider are nonrefundable and shall be immediately due and payable on termination or expiration of this Agreement, provided however, in the event of a termination for any reason other than a breach of the Agreement by Customer, Service provider shall refund all prepaid fees applicable to the period following such termination as calculated on a pro rata basis

7. Data Protection and Confidentiality. Service Provider may have access to Customer's confidential information, which may include Personal Information as defined under applicable data protection statutes in the jurisdiction of the Customer, and/or educational records under 20 USC § 1232g(a)(4)(B). Customer may have access to Service Provider's confidential information and methods or processes. Each party agrees to keep confidential and not to disclose to third parties, or to use except in connection with their internal business requirements or to perform this agreement, any of the other party's confidential information or Personal Information of the discloser's customers or employees, or educational records relating to its job seeker Customers and each party covenants to comply with applicable laws, rules and regulations in respect of its performance of this Agreement; provided that, if compelled by law to disclose such information, the recipient shall be permitted to disclose the information. In addition, pursuant to applicable law, Service Provider agrees to use reasonable security measures with respect to Service Provider's use and storage of any Personal Information and Customer confidential information. Customer understands and agrees, however, that unless included within a written Statement of Work, Service Provider has not been engaged to provide security consulting services, and Service Provider is not responsible for any data breach or intrusion into Customer's system (Service Provider takes responsibility only for data breach or intrusion into Service Provider's own computer systems). In the event that Service Provider discovers that any Service Provider computer system has been breached, Service Provider agrees to comply with applicable law but, unless applicable law specifically requires other notice, Service Provider's sole obligation shall be to give electronic notice to Customer of the system breach, providing information necessary for Customer to give notice to its affected customers, and to reasonably cooperate with Customer in providing notice required by applicable law. This provision shall not apply to information that is publicly available (or

becomes publicly available), obtained from other sources not under a duty to the other party, or in the case of educational records, that are used in accordance with law.

8. No Employee Hiring: Each party agrees that during the Term of this Agreement and for a period of one (1) year following its termination, it will not solicit, hire or otherwise retain the services of the employees, agents, contractors or consultants who provide material services, of the other party, without the other party's prior written consent.

9. Miscellaneous.

9.1. Cooperation: Each party covenants to use reasonable good faith efforts to cooperate with the other party and not to impede the other party's efforts to perform and comply with this Agreement and all Statements of Work.

9.2. Entire Agreement: This Agreement, Master Service Agreement, Statement of Work, Schedule 1, Schedule 2 and the Proposal, constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written agreements and all oral negotiations, commitments and understandings of the parties; in the event that there is any conflict between this Agreement and any Schedule, the Master Service Agreement shall control over the Schedule; the Schedule shall control over this Agreement, and any later agreed upon Statement of Work shall control over both this Agreement and Schedule 1, provided that no Statement of Work may modify Sections 3, 4, 5, 7 and 9 of this Agreement unless the agreement is set forth in writing (not electronically) and signed by Service Provider. Except as otherwise provided herein, this Agreement may not be changed or amended except by a writing executed by both parties.

9.3. Governing Law/assignment: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The parties agree that the Superior Court of Riverside County located in the County of Riverside, State of California, shall have exclusive jurisdiction to determine the validity, construction and performance of this Agreement and the legal relations between the parties hereto and that venue in such court shall be proper. Customer may not assign or transfer any rights hereunder without Service Provider's consent in writing. Service Provider may not transfer its rights under this agreement to any person or entity without Customer's consent in writing.

9.4. Delay: No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

9.5. Notice: Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, by private courier service, or by facsimile or electronic mail addressed to the respective addresses of the parties set forth in the signature block or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given (if delivery is by hand or by mail), or (b) receipt by the transmitting party of confirmation or answer-back (if delivery is by facsimile or electronic mail), or (c) on the fifth (5th) day following mailing, whichever occurs first.

9.6. Counterparts: This Agreement may be executed in one or more counterparts, and may be signed electronically, either with an electronic or a digital signature, via facsimile, or in any other manner not prohibited by applicable law, and each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

9.7. Construction; savings clause. In construing or interpreting this Agreement, the word "or" shall not be construed as exclusive, and the word "including" shall not be limiting. This Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party, and ambiguities shall not be interpreted against the drafting party. If any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

9.8. Dispute resolution: Except for solely equitable claims which may be filed directly in the Superior Court of the County of Riverside, State of California, the parties agree that before any suit is filed, the party claiming breach shall give written notice of the basis of the claim, including in such notice all factual basis, and all calculations of damages claimed, citing the specific section of this agreement and all facts and legal basis justifying such claim; the party receiving the notice shall reply in writing within 45 calendar days, stating similar facts and legal basis in defense of such claim, as well as presenting all counter claims that are then known. The parties shall make reasonable efforts to resolve the claims as identified in the notices, which shall include non-binding mediation, and may include binding mediation or arbitration but only upon the express mutual agreement of the parties. If after 45 calendar days after the date that the response notice was required to be delivered, the parties have not agreed to another dispute resolution process or resolved the dispute, then all such claims shall be filed in the Superior Court of the County of Riverside, State of California, Customer expressly agreeing that such court shall have exclusive personal jurisdiction and venue over such claim. All parties affirmatively covenant to act in good faith in resolving disputes, to promptly and diligently provide all discovery matters in their reasonable custody or control.

Appendix C

SCHEDULE 2 - Service Level Response Time for Woofound Compass

During the term, for so long as Customer is current in payment of all fees due to Service Provider, Service Provider will provide the following levels of service.

Designation of Severity Levels: Whenever Customer shall initiate a service call with respect to the Software/System, Customer shall designate the Problem Severity Level for the problem being raised, and Service Provider will respond to each service call based on the Problem Severity Level reasonably specified by Customer, as described in the following chart:

Level	Label	Definition
1	Critical	Those errors that: (a) result in the Software / System being inoperative in Customer's production environment, and (b) do not allow Customer's business operations to continue.
2	High	Those errors that: (a) result in an outage in one or more Software / System components on Customer's production environment, and (b) do allow Customer's business operations to continue but Customer's operations are severely restricted.
3	Medium	Those errors that do not affect the ability of Customer's business operations to continue, but which are expected to be visible to the end user if not fixed.
4	Low	Those errors, suggestions, or enhancements that do not have the urgency to require immediate correction or installation, and therefore will be addressed at a later date (e.g., cosmetic, typographical errors).

Response Time: Service Provider will contact Customer to acknowledge receipt of Customer's service call/email within the response times outlined in the Status Reporting column of the chart below after Service Provider's receipt of the call/email.

Resource Allocation: Service Provider will then allocate its resources to respond to Customer's call and provide error correction services as more fully described in the chart below. After the initial applicable status report time is completed, Service Provider will communicate with Customer regarding whether the error is curable and the expected time to cure.

Problem Service Levels			
Priority	Status Reporting	Allocation of Resources	Resolution Efforts
Critical	Each 8 hours for first 4 days; thereafter status reports updated daily or as otherwise agreed by the parties	8 hours from Customer's initial call	Immediate investigation into the cause of the error and immediate commencement of error correction services within 8 hours of Service Provider's receipt of notice of the error. Service Provider uses its best efforts to resolve the problem quickly, including working longer than normal working hours, as necessary, until a bug fix, patch or workaround is provided or until the parties mutually determine that the problem is caused by failure of 3rd party software or hardware. Work continues until a bug fix, patch or workaround is provided, and Service Provider promptly notifies Customer of Software Production Instance restoration. After restoration, the response action is downgraded to a Medium Severity Level until an error correction is created and provided. Service Provider then follows up with root cause analysis within 7 business days of Software restoration.
High	Once daily for first 4 days; thereafter status reports updated weekly.	24 business hours from Customer's initial contact	After resources are allocated, Service Provider will begin and diligently pursue investigation into the cause of the error and commencement of error correction services. Service Provider makes all reasonable efforts to resolve the problem quickly, until a bug fix, patch or workaround is provided or until the parties mutually determine that the problem is caused by

			failure of 3rd party software or hardware. Work continues until a bug fix, patch or workaround is provided, and Service Provider immediately notifies Customer of Software restoration. After restoration, the response action is downgraded to a Medium Severity Level until an error correction is created and provided. Service Provider then follows up with root cause analysis within 7 business days of Software restoration.
Medium	Weekly.	7 days from Customer's initial contact	After resources are allocated, Service Provider will begin and diligently pursue investigation and commencement of error correction services. Service Provider works during Normal Working Hours until error correction is provided or until the parties mutually determine that the problem is caused by failure of 3rd party software or hardware. If reasonable workaround available, bundle error correction with next release.
Low	Monthly.	30 days from Customer's initial contact	Error correction to be bundled with the next Software release.

Limitations: Service Provider shall not be responsible for failure to meet Service Levels if such failure primarily results from: (a) a Force Majeure; (b) the intentional misuse of the Software by Customer, its affiliates, or its or their authorized persons, or misuse by other persons not authorized to use the Software; (c) any failure of the systems, software or hardware of Customer, its affiliates, or its Authorized Persons; (d) the failure of Customer or its affiliates to maintain the hardware and network on which the Software is operating in accordance with generally accepted industry practices; (e) the inability to restore a backup that Customer or an Affiliate was charged to maintain; (f) hardware equipment malfunction or failure that causes data or Software corruption; or (g) any failure of Customer third party software to operate in accordance with its documentation, or any upgrade of such third party software that has not yet been certified by Service Provider to interoperate with the Software. Collectively, the causes set forth above for which Service Provider is not responsible are referred to as the "Customer Caused Issues." If Service Provider determines that the error is primarily attributed to one of the Customer Caused Issues, Customer shall pay for all such error correction services at the rates specified for Additional Services and Service Provider shall not continue work on the error unless Customer agrees to so compensate Service Provider for all such error correction services performed by Service Provider to develop an error correction.