UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☑ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2013

OR

☐ TRANSITION PERIOD PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM TO
Commission File Number: 001-33584

DICE HOLDINGS, INC.
(Exact name of Registrant as specified in its Charter)

Delaware	**20-3179218**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
1040 Avenue of the Americas, 16th Floor New York, New York	**10018**
(Address of principal executive offices)	**(Zip Code)**

(212) 725-6550
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ **Accelerated filer** ☑ **Non-accelerated filer** ☐ **Smaller Reporting Company** ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

As of October 24, 2013, there were 56,329,100 shares of the registrant's common stock, par value $.01 per share, outstanding.

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PART I.
Item 1. Financial Statements

DICE HOLDINGS, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(unaudited)
(in thousands, except per share data)

	September 30, 2013	December 31, 2012
ASSETS		
Current assets		
Cash and cash equivalents	$ 44,697	$ 40,013
Investments	—	2,201
Accounts receivable, net of allowance for doubtful accounts of $2,201 and $2,095	24,945	29,030
Deferred income taxes—current	864	1,609
Income taxes receivable	573	—
Prepaid and other current assets	3,036	3,084
Total current assets	**74,115**	**75,937**
Fixed assets, net	14,949	11,158
Acquired intangible assets, net	68,197	62,755
Goodwill	212,506	202,944
Deferred financing costs, net of accumulated amortization of $312 and $131	896	1,078
Other assets	456	358
Total assets	**$ 371,119**	**$ 354,230**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable and accrued expenses	$ 20,774	$ 16,552
Deferred revenue	69,389	69,404
Current portion of acquisition related contingencies	5,807	4,926
Income taxes payable	—	3,817
Total current liabilities	**95,970**	**94,699**
Long-term debt	60,000	46,000
Deferred income taxes—non-current	14,739	14,414
Accrual for unrecognized tax benefits	2,376	2,502
Acquisition related contingencies	8,833	4,830
Other long-term liabilities	1,229	1,147
Total liabilities	**183,147**	**163,592**
Commitments and contingencies (Note 8)		
Stockholders' equity		
Convertible preferred stock, $.01 par value, authorized 20,000 shares; no shares issued and outstanding	—	—
Common stock, $.01 par value, authorized 240,000; issued 73,249 and 71,047 shares, respectively; outstanding: 57,102 and 58,958 shares, respectively	732	710
Additional paid-in capital	306,471	294,747
Accumulated other comprehensive loss	(9,938)	(9,294)
Accumulated earnings	38,692	16,586
Treasury stock, 16,147 and 12,090 shares, respectively	(147,985)	(112,111)
Total stockholders' equity	**187,972**	**190,638**
Total liabilities and stockholders' equity	**$ 371,119**	**$ 354,230**

See accompanying notes to condensed consolidated financial statements.

DICE HOLDINGS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)
(in thousands, except per share amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	**2012**	**2013**	**2012**
Revenues	$ 52,616	$ 48,038	$ 155,064	$ 142,625
Operating expenses:				
Cost of revenues	6,099	3,603	16,853	10,555
Product development	5,597	3,874	16,253	10,250
Sales and marketing	16,601	16,194	50,106	48,801
General and administrative	8,534	6,736	25,040	19,753
Depreciation	2,011	1,505	5,377	4,031
Amortization of intangible assets	2,208	1,419	5,617	4,954
Change in acquisition related contingencies	50	—	146	—
Total operating expenses	41,100	33,331	119,392	98,344
Operating income	11,516	14,707	35,672	44,281
Interest expense	(378)	(327)	(1,097)	(1,696)
Interest income	5	16	29	72
Other income	—	—	232	—
Income before income taxes	11,143	14,396	34,836	42,657
Income tax expense	4,085	3,395	12,730	13,583
Net income	$ 7,058	$ 11,001	$ 22,106	$ 29,074
Basic earnings per share	$ 0.12	$ 0.18	$ 0.39	$ 0.47
Diluted earnings per share	$ 0.12	$ 0.17	$ 0.37	$ 0.44
Weighted-average basic shares outstanding	56,606	59,907	57,324	62,214
Weighted-average diluted shares outstanding	59,505	63,143	60,497	65,636

See accompanying notes to condensed consolidated financial statements.

DICE HOLDINGS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(unaudited)
(in thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Net income	$ 7,058	$ 11,001	$ 22,106	$ 29,074
Foreign currency translation adjustment, net of tax of $0, $0, $0 and $0	4,413	2,156	(635)	2,749
Unrealized gains (losses) on investments, net of tax of $0, $2, $0 and $5	—	(1)	(9)	7
Total other comprehensive income (loss)	4,413	2,155	(644)	2,756
Comprehensive income	$ 11,471	$ 13,156	$ 21,462	$ 31,830

See accompanying notes to condensed consolidated financial statements.

DICE HOLDINGS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)
(in thousands)

	Nine Months Ended September 30,	
	2013	2012
Cash flows from operating activities:		
Net income	$ 22,106	$ 29,074
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation	5,377	4,031
Amortization of intangible assets	5,617	4,954
Deferred income taxes	(1,841)	(2,543)
Amortization of deferred financing costs	181	1,028
Share based compensation	6,263	4,621
Change in acquisition related contingencies	146	—
Change in accrual for unrecognized tax benefits	(126)	(1,467)
Changes in operating assets and liabilities:		
Accounts receivable	5,263	3,857
Prepaid expenses and other assets	321	(500)
Accounts payable and accrued expenses	2,681	(975)
Income taxes receivable/payable	(4,292)	(135)
Deferred revenue	(916)	2,521
Other, net	4	51
Net cash flows from operating activities	40,784	44,517
Cash flows from investing activities:		
Payments for acquisitions, net of cash acquired	(12,259)	(21,000)
Purchases of fixed assets	(8,160)	(4,031)
Purchases of investments	(3)	(1,738)
Maturities and sales of investments	2,194	3,005
Net cash flows from investing activities	(18,228)	(23,764)
Cash flows from financing activities:		
Payments on long-term debt	(20,000)	(23,500)
Proceeds from long-term debt	34,000	50,500
Payments under stock repurchase plan	(35,046)	(56,840)
Payment of acquisition related contingencies	—	(1,557)
Proceeds from stock option exercises	3,149	1,319
Purchase of treasury stock related to vested restricted stock	(995)	(403)
Excess tax benefit over book expense from stock options exercised	2,346	921
Financing costs paid	—	(1,101)
Net cash flows from financing activities	(16,546)	(30,661)
Effect of exchange rate changes	(1,326)	993
Net change in cash and cash equivalents for the period	4,684	(8,915)
Cash and cash equivalents, beginning of period	40,013	55,237
Cash and cash equivalents, end of period	$ 44,697	$ 46,322

See accompanying notes to condensed consolidated financial statements.

DICE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

1. BASIS OF PRESENTATION

The accompanying unaudited condensed consolidated financial statements of Dice Holdings, Inc. ("DHI" or the "Company") have been prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and disclosures normally included in annual audited financial statements prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP") have been omitted and condensed pursuant to such rules and regulations. In the opinion of the Company's management, all adjustments (consisting of only normal and recurring accruals) have been made to present fairly the financial position, results of operations and cash flows of the Company for the periods presented. Although the Company believes that the disclosures are adequate to make the information presented not misleading, these financial statements should be read in conjunction with the Company's audited consolidated financial statements as of and for the year ended December 31, 2012 included in the Company's Annual Report on Form 10-K. Operating results for the nine month period ended September 30, 2013 are not necessarily indicative of the results to be achieved for the full year.

Preparation of the condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amounts of revenue and expenses during the period. Management believes the most complex and sensitive judgments, because of their significance to the condensed consolidated financial statements, result primarily from the need to make estimates about the effects of matters that are inherently uncertain. Actual results could differ materially from management's estimates reported in the condensed consolidated financial statements and footnotes thereto. There have been no significant changes in the Company's assumptions regarding critical accounting estimates during the nine month period ended September 30, 2013.

2. NEW ACCOUNTING STANDARDS

In February 2013, the Financial Accounting Standards Board (the "FASB") issued ASU No. 2013-02, which amends the guidance in ASC 220 on Comprehensive Income. Under the revised guidance, companies are required to provide information about the amounts reclassified out of accumulated other comprehensive income ("AOCI") by component. In addition, companies are required to present, either on the face of the statement where net income is presented or in the notes, the effects on the line items of net income of significant amounts reclassified out of AOCI but only if the amount reclassified is required under U.S. GAAP to be reclassified to net income in its entirety in the same reporting period. This amended guidance is to be applied prospectively and is effective for reporting periods (interim and annual) beginning after December 15, 2012 for public companies, with early adoption permitted. The Company adopted the revised guidance January 1, 2013, and has reported significant items reclassified out of AOCI in the Notes to Condensed Consolidated Financial Statements.

3. ACQUISITIONS

The IT Job Board®—In July 2013, the Company expanded its online tech recruiting business to Europe by acquiring all of the issued and outstanding shares of JobBoard Enterprises Limited, an online recruitment company in the technology industry. The purchase price consisted of £8.0 million ($12.2 million), net of cash acquired, plus deferred payments totaling £3.0 million ($4.6 million) in the aggregate, payable upon the achievement of certain operating and financial goals ending in 2014. The Company borrowed $15.0 million under the Credit Agreement to fund this acquisition. The acquisition resulted in recording intangible assets of $10.8 million and goodwill of $9.1 million. The assets acquired and liabilities assumed were recorded at fair value as of the acquisition date. The acquired accounts receivable of $1.2 million were recorded at fair value of $1.2 million. The IT Job Board® acquisition is not deemed significant to the Company's financial results, thus limited disclosures are presented herein.

WorkDigital—In October 2012, the Company acquired all of the issued and outstanding shares of WorkDigital Limited, a technology company focused on the recruitment industry, for $10.0 million in cash, plus deferred payments totaling $10.0 million in the aggregate payable in 2013-2014 based on delivery of certain products and the achievement of certain milestones. In October 2013, a payment of $5.0 million was made to the sellers, and the Company expects deferred purchase price payments totaling $5.0 million to be made in October 2014. The acquisition resulted in recording $17.9 million in goodwill and $2.3 million in intangible assets. The WorkDigital acquisition is not deemed significant to the Company's financial results, thus limited disclosures are presented herein.

Slashdot Media—In September 2012, the Company purchased certain assets of Geeknet, Inc.'s online media business ("Slashdot Media"), which is comprised of Slashdot, SourceForge and Freecode websites. The purchase price consisted of $20.0 million in cash, of which $3.0 million is being held in escrow. The acquisition resulted in recording intangible assets of $9.7 million and goodwill of $6.2 million. The assets acquired and liabilities assumed were recorded at fair value as of the acquisition date. The acquired accounts receivable of $5.1 million were recorded at fair value of $4.8 million.

FINS.com—In June 2012, the Company purchased certain assets of FINS.com, resulting in recording identifiable intangible assets for candidate database, mobile application technology and brand names. Refer to Note 6 "Acquired Intangible Assets". The FINS.com acquisition is not deemed significant to the Company's financial results, thus limited disclosures are presented herein.

The assets and liabilities recognized in 2012 as of the acquisition dates for FINS.com, Slashdot Media and WorkDigital include (in thousands):

	FINS.com, Slashdot Media and WorkDigital Acquisitions
Assets:	
Accounts receivable	$ 4,852
Acquired intangible assets	12,925
Goodwill	24,212
Fixed assets	1,922
Other assets	248
Assets acquired	44,159
Liabilities:	
Accounts payable and accrued expenses	$ 449
Deferred revenue	2,644
Deferred income taxes	558
Fair value of contingent consideration	9,708
Liabilities assumed	13,359
Net Assets Acquired	$ 30,800

Goodwill results from the expansion of the Company's market share in the Tech & Clearance and Finance verticals, from intangible assets that do not qualify for separate recognition, including an assembled workforce and site traffic, and from expected synergies from combining operations of FINS.com, Slashdot Media, WorkDigital and The IT Job Board® into the Company's existing operations. The amount of goodwill expected to be deductible for tax purposes is $6.3 million.

Pro forma Information—The following pro forma condensed consolidated results of operations are presented as if the acquisition of Slashdot Media was completed as of January 1, 2011:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Revenues	$ 52,616	$ 51,886	$ 155,064	$ 156,501
Net income	7,058	14,669	22,106	33,083
Basic earnings per share	$ 0.12	$ 0.24	$ 0.39	$ 0.53

The pro forma financial information represents the combined historical operating results of the Company and Slashdot Media with adjustments for purchase accounting and is not necessarily indicative of the results of operations that would have been achieved if the acquisitions had taken place at the beginning of the periods presented. The pro forma adjustments included adjustments for interest on borrowings, amortization of acquired intangible assets and the related income tax impacts of such adjustments. The Condensed Consolidated Statements of Operations for the three and nine month periods ended September 30, 2013 include revenues from the Slashdot Media acquisition of $3.7 million and $11.8 million, respectively, and operating losses of $827,000 and $2.3 million, respectively. The Condensed Consolidated Statements of Operations for the three and nine month periods ended September 30, 2013 include revenues from The IT Job Board® acquisition of $1.1 million and an operating loss of $1.1 million.

The pro forma financial information does not include adjustments for the FINS.com, WorkDigital and The IT Job Board® acquisitions, as they are not individually or collectively material in the Company's results.

4. FAIR VALUE MEASUREMENTS

The FASB ASC topic on Fair Value Measurements and Disclosures defines fair value, establishes a framework for measuring fair value and requires certain disclosures for each major asset and liability category measured at fair value on either a recurring or nonrecurring basis. As a basis for considering assumptions, a three-tier fair value hierarchy is used, which prioritizes the inputs used in measuring fair value as follows:

- Level 1 – Quoted prices for identical instruments in active markets.
- Level 2 – Quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and model-derived valuations, in which all significant inputs are observable in active markets.
- Level 3 – Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

Money market funds are included in cash and cash equivalents on the Condensed Consolidated Balance Sheets. The money market funds are valued using quoted prices in the market, and investments are valued using significant other observable inputs. The carrying amounts reported in the Condensed Consolidated Balance Sheets for cash and cash equivalents, accounts receivable, accounts payable and accrued expenses, and long-term debt approximate their fair values. The Company estimated the fair value of long-term debt using Level 3 inputs, based on an estimate of current rates for debt of the same remaining maturities.

The Company has obligations, to be paid in cash, related to its acquisitions if certain future operating and financial goals are met or if delivery of certain product enhancements occur. See Note 3 - Acquisitions. The fair value of this contingent consideration is determined using an expected present value technique. Expected cash flows are determined using the probability weighted-average of possible outcomes that would occur should financial goals be met or delivery of certain product enhancements occur. There is no market data available to use in valuing the contingent consideration; therefore, the Company developed its own assumptions related to the expected future delivery of product enhancements to estimate the fair value of these liabilities. A 2% discount rate is used to estimate the fair value of the expected payments. The liabilities for the contingent consideration were established at the time of acquisition and are evaluated at each reporting period. The increase in fair value is recorded as an expense and is included in change in acquisition related contingencies on the Condensed Consolidated Statements of Operations.

The assets and liabilities measured at fair value on a recurring basis are as follows (in thousands):

	As of September 30, 2013			
	Fair Value Measurements Using			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Money market funds	$ 16,127	$ —	$ —	$ 16,127
Contingent consideration to be paid in cash for the acquisitions	—	—	14,640	14,640

	As of December 31, 2012			
	Fair Value Measurements Using			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Money market funds	$ 11,820	$ —	$ —	$ 11,820
Investments	—	2,201	—	2,201
Contingent consideration to be paid in cash for the acquisitions	—	—	9,756	9,756

Reconciliations of liabilities measured and carried at fair value on a recurring basis with the use of significant unobservable inputs (Level 3) are as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Contingent consideration for acquisitions				
Balance at beginning of period	$ 9,852	$ —	$ 9,756	$ 1,557
Additions for acquisitions	4,738	—	4,738	—
Cash payments	—	—	—	(1,557)
Change in estimates included in earnings	50	—	146	—
Balance at end of period	$ 14,640	$ —	$ 14,640	$ —

Certain assets and liabilities are measured at fair value on a non-recurring basis and therefore are not included in the table above. These assets include goodwill and intangible assets which result as acquisitions occur. Items valued using such internally generated valuation techniques are classified according to the lowest level input or value driver that is significant to the valuation. Thus, an item may be classified in Level 3 even though there may be some significant inputs that are readily observable. Such instruments are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances, for example, when there is evidence of impairment.

The Company determines whether the carrying value of recorded goodwill is impaired for each reporting unit on an annual basis or more frequently if indicators of potential impairment exist for each reporting unit. The impairment test for goodwill for the reporting units from the 2005 Dice Inc. acquisition is performed annually as of August 31, and the last test resulted in no impairment. The impairment test for goodwill for the reporting units from the 2006 eFinancialCareers acquisition, the 2009 Health Callings acquisition and the 2010 WorldwideWorker and Rigzone acquisitions are performed annually as of October 31 and the last test resulted in no impairment. Goodwill resulting from the 2012 acquisitions of FINS, Slashdot Media, and WorkDigital will be tested annually for impairment beginning on October 31, 2013 or more frequently if indicators of potential impairment exist for each reporting unit. In testing goodwill for impairment, a qualitative assessment can be performed, and if it is determined that the fair value of the reporting unit is more likely than not less than the carrying amount, the two step impairment test is required. The first step of the impairment review process compares the fair value of the reporting unit in which the goodwill resides to the carrying value of that reporting unit. The second step measures the amount of impairment loss, if any, by comparing the implied fair value of the reporting unit goodwill with its carrying amount. The determination of whether or not goodwill has become impaired involves a significant level of judgment in the assumptions underlying the approach used to determine the value of the reporting units. Fair values of each reporting unit are determined either by using a discounted cash flow methodology or by using a combination of a discounted cash flow methodology and a market comparable method. The discounted cash flow methodology is based on projections of the amounts and timing of future revenues and cash flows, assumed discount rates and other assumptions as deemed appropriate. Factors such as historical performance, anticipated market conditions, operating expense trends and capital expenditure requirements are considered. Additionally, the discounted cash flows analysis takes into consideration cash expenditures for product development, other technological updates and advancements to the websites and investments to improve the candidate databases. The market comparable method indicates the fair value of a business by comparing it to publicly traded companies in similar lines of business or to comparable transactions or assets. Considerations for factors such as size, growth, profitability, risk and return on investment are analyzed and compared to the comparable businesses and adjustments are made. A market value of invested capital of the publicly traded companies is calculated and then applied to the entity’s operating results to arrive at an estimate of value. No impairment was indicated during the 2012 impairment tests or the August 2013 impairment tests. The fair value of each reporting unit was in excess of the carrying value.

The indefinite-lived acquired intangible assets include the Dice trademarks and brand name. The Company determines whether the carrying value of recorded indefinite-lived acquired intangible assets is impaired on an annual basis or test more frequently if indicators of potential impairment exist. The impairment test is performed annually as of August 31 and last resulted in no impairment. The impairment review process compares the fair value of the indefinite-lived acquired intangible assets to its carrying value. If the carrying value exceeds the fair value, an impairment loss is recorded. The determination of whether or not indefinite-lived acquired intangible assets have become impaired involves a significant level of judgment in the assumptions underlying the approach used to determine the value of the indefinite-lived acquired intangible assets. Fair values are determined using a profit allocation methodology, which estimates the value of the trademark and brand name by capitalizing the profits saved because the company owns the asset. Factors such as historical performance, anticipated market conditions, operating expense trends and capital expenditure requirements are considered. Changes in Company strategy and/or market conditions could significantly impact these judgments and require adjustments to recorded amounts of intangible assets.

5. INVESTMENTS

DHI's investments are stated at fair value. These investments are available-for-sale. The Company held no investments as of September 30, 2013. The following table summarizes the Company's investments (in thousands) as of December 31, 2012:

	As of December 31, 2012			
	Maturity	Gross Amortized Cost	Gross Unrealized Gain	Estimated Fair Value
Certificates of deposit	Within one year	1,210	4	1,214
Certificates of deposit	1 to 5 years	982	5	987
Total		$ 2,192	$ 9	$ 2,201

6. ACQUIRED INTANGIBLE ASSETS, NET

Below is a summary of the major acquired intangible assets and the weighted-average amortization period for the acquired identifiable intangible assets (in thousands):

	As of September 30, 2013						
	Cost	Acquisitions	Total Cost	Accumulated Amortization	Foreign Currency Translation Adjustment	Acquired Intangible Assets, Net	Weighted-Average Amortization Period
Technology	$ 21,000	$ 1,207	$ 22,207	$ (16,878)	$ (47)	$ 5,282	3.6 years
Trademarks and brand names—Dice	39,000	—	39,000	—	—	39,000	Indefinite
Trademarks and brand names—Other	19,115	457	19,572	(10,048)	(493)	9,031	5.8 years
Customer lists	45,213	299	45,512	(39,684)	(728)	5,100	4.8 years
Candidate and content database	30,341	8,857	39,198	(29,580)	166	9,784	2.9 years
Acquired intangible assets, net	$ 154,669	$ 10,820	$165,489	$ (96,190)	$ (1,102)	$ 68,197	

	As of December 31, 2012						
	Cost	Acquisitions	Total Cost	Accumulated Amortization	Foreign Currency Translation Adjustment	Acquired Intangible Assets, Net	Weighted-Average Amortization Period
Technology	$ 17,500	$ 3,500	$ 21,000	$ (15,156)	$ (53)	$ 5,791	3.7 years
Trademarks and brand names—Dice	39,000	—	39,000	—	—	39,000	Indefinite
Trademarks and brand names—Other	15,490	3,625	19,115	(8,930)	(490)	9,695	6.0 years
Customer lists	41,513	3,700	45,213	(38,624)	(729)	5,860	4.8 years
Candidate and content database	28,241	2,100	30,341	(27,884)	(48)	2,409	2.8 years
Acquired intangible assets, net	$ 141,744	$ 12,925	$154,669	$ (90,594)	$ (1,320)	$ 62,755	

The WorldwideWorker brand and technology were retired during the year ended December 31, 2012. The total cost and accumulated amortization were reduced from the total cost as of December 31, 2012.

Identifiable intangible assets for the Slashdot Media, WorkDigital and FINS.com acquisitions are included in the total cost as of December 31, 2012. The weighted-average amortization period for the technology, trademarks and brand names, customer lists and candidate and content database are 2.8 years, 5.8 years, 10.0 years and 1.6 years, respectively.

Based on the carrying value of the acquired finite-lived intangible assets recorded as of September 30, 2013, and assuming no subsequent impairment of the underlying assets, the estimated future amortization expense is as follows (in thousands):

October 1, 2013 through December 31, 2013	$	2,435
2014		9,271
2015		7,447
2016		3,798
2017		1,795
2018 and thereafter		4,451

7. INDEBTEDNESS

In June 2012, the Company, together with Dice Inc. and Dice Career Solutions, Inc. (collectively, the "Borrowers") entered into a Credit Agreement (the "Credit Agreement"), which provides for a revolving facility of $155.0 million maturing in June 2017. The Borrowers used $14.2 million of the proceeds from the Credit Agreement to pay the full amount of indebtedness and interest outstanding under the previously existing credit facility dated July 2010, terminating that facility. A portion of the proceeds was also used to pay certain costs associated with the Credit Agreement and for working capital purposes.

Borrowings under the Credit Agreement bear interest at the Company's option, at a LIBOR rate or a base rate plus a margin. The margin ranges from 1.75% to 2.50% on LIBOR loans and 0.75% to 1.50% on base rate loans, determined by the Company's most recent consolidated leverage ratio. The facility may be prepaid at any time without penalty.

The Credit Agreement contains various customary affirmative and negative covenants and also contains certain financial covenants, including a consolidated leverage ratio and a consolidated interest coverage ratio. Negative covenants include restrictions on incurring certain liens; making certain payments, such as stock repurchases and dividend payments; making certain investments; making certain acquisitions; and incurring additional indebtedness. The Credit Agreement also provides that the payment of obligations may be accelerated upon the occurrence of customary events of default, including, but not limited to, non-payment, change of control, or insolvency. As of September 30, 2013, the Company was in compliance with all of the financial and other covenants under the Credit Agreement.

The obligations under the Credit Agreement are guaranteed by three of the Company's wholly-owned subsidiaries, eFinancialCareers, Inc. (formerly known as JobsintheMoney.com, Inc.), Targeted Job Fairs, Inc., and Rigzone.com, Inc., and secured by substantially all of the assets of the Borrowers and the guarantors and stock pledges from certain of the Company's foreign subsidiaries.

Debt issuance costs of approximately $1.1 million were incurred and are being amortized over the life of the loan. These costs are included in interest expense. Unamortized deferred financing costs from the previous credit facility of $765,000 were written off and are included in interest expense during the second quarter of 2012.

The Company's previous credit facility, which was in place from July 2010 to June 2012, provided for a revolving facility of $70.0 million and a term facility of $20.0 million and bore interest at a LIBOR rate, LIBOR rate, or base rate plus a margin. The margin ranges were from 2.75% to 3.50% on LIBOR loans and 1.75% to 2.50% on base rate loans.

The amounts borrowed under the Credit Agreement as of September 30, 2013 and December 31, 2012 are as follows (dollars in thousands):

	September 30, 2013	December 31, 2012
Amounts Borrowed:		
LIBOR rate loans	$ 60,000	$ 46,000
Total borrowed	$ 60,000	$ 46,000
Maximum available to be borrowed under revolving facility	$ 95,000	$ 109,000
Interest rates:		
LIBOR rate loans:		
Interest margin	1.75%	1.75%
Actual interest rates	1.94%	2.00%

There are no scheduled amortization payments until maturity of the Credit Agreement in June 2017.

In July 2013, the Company borrowed $15.0 million under the Credit Agreement to fund the acquisition of The IT Job Board®.

On October 28, 2013, the Company entered into a new Credit Agreement, which provides for a $50.0 million term loan facility and a revolving loan facility of $200.0 million, with both facilities maturing in October 2018. Borrowings under the Credit Agreement bear interest, at the Company's option, at a LIBOR rate or base rate plus a margin. The margin ranges from 1.75% to 2.50% on LIBOR loans and 0.75% to 1.50% on base rate loans, determined by the Company's most recent consolidated leverage ratio. Interest rates and covenants in the new Credit Agreement are consistent with the previous Credit Agreement. Quarterly payments of principal are required on the term loan facility, commencing March 31, 2014. The facilities may be prepaid at any time without penalty and payments on the term loan facility result in a permanent reduction. The Company borrowed $65.0 million under the new Credit Agreement to repay in full all outstanding indebtedness under the previous Credit Agreement, which was terminated upon repayment.

8. COMMITMENTS AND CONTINGENCIES

Leases

The Company leases equipment and office space under operating leases expiring at various dates through February 2020. Future minimum lease payments under non-cancelable operating leases as of September 30, 2013 are as follows (in thousands):

October 1, 2013 through December 31, 2013	$ 906
2014	3,302
2015	2,528
2016	2,109
2017	2,039
2018 and thereafter	8,837
Total minimum payments	$ 19,721

Rent expense was $943,000 and $2.4 million for the three and nine month periods ended September 30, 2013, respectively, and $575,000 and $1.6 million for the three and nine month periods ended September 30, 2012, respectively, and is included in, general and administrative expense, on the Condensed Consolidated Statements of Operations.

Litigation

The Company is subject to various claims from taxing authorities, lawsuits and other complaints arising in the ordinary course of business. The Company records provisions for losses when claims become probable and the amounts are estimable. Although the outcome of these legal matters cannot be determined, it is the opinion of management that the final resolution of these matters will not have a material effect on the Company's financial condition, operations or liquidity.

Tax Contingencies

The Company operates in a number of tax jurisdictions and is subject to audits and reviews by various taxation authorities with respect to income, payroll, sales and use and other taxes and remittances. The Company may become subject to future tax assessments by various authorities for current or prior periods. The determination of the Company's worldwide provision for taxes requires judgment and estimation. There are many transactions and calculations where the ultimate tax determination is uncertain. The Company has recorded certain provisions for our tax estimates which we believe are reasonable.

9. EQUITY TRANSACTIONS

Stock Repurchase Plan—On August 15, 2011, the Company's Board of Directors approved a stock repurchase program that permitted the Company to repurchase up to $30 million of its common stock over a one year period (the "Stock Repurchase Plan I"). This plan concluded on March 8, 2012.

In March 2012, the Company's Board of Directors approved a stock repurchase program that permitted the Company to repurchase up to $65 million of its common stock (the "Stock Repurchase Plan II"). This new authorization became effective upon the completion of the Stock Repurchase Plan I on March 8, 2012 and was in effect for one year. This plan expired on March 8, 2013.

In January 2013, the Company's Board of Directors approved a stock repurchase program that permits the Company to repurchase up to $50 million of its common stock (the "Stock Repurchase Plan III" and, together with the Stock Repurchase Plans I and II, the "Stock Repurchase Plans"). This new authorization became effective upon the completion of the Stock Repurchase Plan II on March 8, 2013 and will be in effect for one year. Under the plan, management has discretion in determining the conditions under which shares may be purchased from time to time.

During the three months ended September 30, 2013, the Company purchased 2.6 million shares of its common stock on the open market. These shares were purchased at an average cost of $8.73 per share, for a total cost of approximately $22.5 million. Approximately $682,000 of share repurchases had not settled as of September 30, 2013, and this amount is included in accounts payable and accrued expenses in the accompanying Condensed Consolidated Balance Sheet as of September 30, 2013. As of September 30, 2013, there was approximately $19.4 million remaining under the Stock Repurchase Plan III.

10. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

Accumulated other comprehensive loss, net consists of the following components, net of tax, (in thousands):

	September 30, 2013	December 31, 2012
Foreign currency translation adjustment, net of tax of $1,336 and $1,336	$ (9,938)	$ (9,303)
Unrealized gains on investments, net of tax of $0 and $0	—	9
Total accumulated other comprehensive loss, net	$ (9,938)	$ (9,294)

Changes in accumulated other comprehensive loss during the three months ended September 30, 2013 are as follows (in thousands):

	Foreign currency translation adjustment	Unrealized gains (losses) on investments	Total
Beginning balance	$ (14,351)	$ —	$ (14,351)
Other comprehensive income before reclassifications	4,413	—	4,413
Amounts reclassified from accumulated other comprehensive income	—	—	—
Net current-period other comprehensive income	4,413	—	4,413
Ending balance	$ (9,938)	$ —	$ (9,938)

Changes in accumulated other comprehensive loss during the three months ended September 30, 2012 are as follows (in thousands):

	Foreign currency translation adjustment	Unrealized gains (losses) on investments	Total
Beginning balance	$ (11,459)	$ 8	$ (11,451)
Other comprehensive income before reclassifications	2,156	(1)	2,155
Amounts reclassified from accumulated other comprehensive income	—	—	—
Net current-period other comprehensive income	2,156	(1)	2,155
Ending balance	$ (9,303)	$ 7	$ (9,296)

Changes in accumulated other comprehensive loss during the nine months ended September 30, 2013 are as follows (in thousands):

	Foreign currency translation adjustment	Unrealized gains (losses) on investments	Total
Beginning balance	$ (9,303)	$ 9	$ (9,294)
Other comprehensive loss before reclassifications	(635)	(9)	(644)
Amounts reclassified from accumulated other comprehensive loss	—	—	—
Net current-period other comprehensive loss	(635)	(9)	(644)
Ending balance	$ (9,938)	$ —	$ (9,938)

Changes in accumulated other comprehensive loss during the nine months ended September 30, 2012 are as follows (in thousands):

	Foreign currency translation adjustment	Unrealized gains (losses) on investments	Total
Beginning balance	$ (12,055)	$ 3	$ (12,052)
Other comprehensive income before reclassifications	2,752	4	2,756
Amounts reclassified from accumulated other comprehensive income	—	—	—
Net current-period other comprehensive income	2,752	4	2,756
Ending balance	$ (9,303)	$ 7	$ (9,296)

11. STOCK BASED COMPENSATION

During the year ended December 31, 2012, the Company had two plans (the "2005 Plan and 2007 Plan") under which it could grant stock-based awards to certain employees, directors and consultants of the Company and its subsidiaries. On April 20, 2012, at the Company's Annual Meeting of Stockholders, the stockholders approved the Company's 2012 Omnibus Equity Award Plan (the "2012 Plan"). The 2012 Plan replaced the 2005 and 2007 Plan. Compensation expense for stock-based awards made to employees, directors and consultants in return for service is recorded in accordance with Compensation-Stock Compensation of the FASB ASC. The expense is measured at the grant-date fair value of the award and recognized as compensation expense on a straight-line basis over the service period, which is the vesting period. The Company estimates forfeitures that it expects will occur and records expense based upon the number of awards expected to vest.

The Company recorded stock based compensation expense of $2.1 million and $6.3 million during the three and nine month periods ended September 30, 2013, respectively, and $1.6 million and $4.6 million during the three and nine month periods ended September 30, 2012, respectively. At September 30, 2013, there was $20.0 million of unrecognized compensation expense related to unvested awards, which is expected to be recognized over a weighted-average period of approximately 1.7 years.

Restricted Stock- Restricted stock is granted to employees and to non-employee members of the Company's Board. These shares are part of the compensation plan for services provided by the employees or Board members. The closing price of the Company's stock on the date of grant was used to determine the fair value of the grants. The expense related to the restricted stock grants is recorded over the vesting period. There was no cash flow impact resulting from the grants.

A summary of the status of restricted stock awards as of September 30, 2013 and 2012, and the changes during the periods then ended is presented below:

	Three Months Ended September 30, 2013		Three Months Ended September 30, 2012	
	Shares	Weighted-Average Fair Value at Grant Date	Shares	Weighted-Average Fair Value at Grant Date
Non-vested at beginning of the period	1,733,375	$ 9.91	1,202,244	$ 10.28
Granted- Restricted Stock	117,000	$ 9.39	17,500	$ 8.71
Forfeited during the period	(74,875)	$ 10.03	(14,250)	$ 10.86
Vested during the period	(25,125)	$ 10.07	(3,500)	$ 12.65
Non-vested at end of period	1,750,375	$ 9.87	1,201,994	$ 10.25

	Nine Months Ended September 30, 2013		Nine Months Ended September 30, 2012	
	Shares	Weighted-Average Fair Value at Grant Date	Shares	Weighted-Average Fair Value at Grant Date
Non-vested at beginning of the period	1,305,369	$ 10.09	550,250	$ 12.98
Granted- Restricted Stock	989,500	$ 9.80	862,300	$ 9.01
Forfeited during the period	(170,563)	$ 10.20	(61,625)	$ 10.73
Vested during the period	(373,931)	$ 10.30	(148,931)	$ 12.98
Non-vested at end of period	1,750,375	$ 9.87	1,201,994	$ 10.25

Stock Options- The fair value of each option grant is estimated using the Black-Scholes option-pricing model using the weighted-average assumptions in the table below. This valuation model requires the Company to make assumptions and judgments about the variables used in the calculation, including the fair value of the Company's common stock, the expected life (the period of time that the options granted are expected to be outstanding), the volatility of the Company's common stock, a risk-free interest rate and expected dividends. The expected life of options granted is derived from historical exercise behavior. The risk-free rate for periods within the expected life of the option is based on the U.S. Treasury rates in effect at the time of grant.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
The weighted average fair value of options granted	$ 3.39	$ —	$ 3.54	$ 4.42
Dividend yield	—%	—%	—%	—%
Weighted average risk free interest rate	1.40%	—%	0.98%	0.84%
Weighted average expected volatility	41.46%	—%	42.20%	60.13%
Expected life (in years)	4.6	—	4.6	4.6

A summary of the status of options granted as of September 30, 2013 and 2012, and the changes during the periods then ended is presented below:

	Three Months Ended September 30, 2013		
	Options	Weighted-Average Exercise Price	Aggregate Intrinsic Value
Options outstanding at beginning of period	8,595,577	$ 5.24	$ 36,183,544
Granted	235,000	$ 9.29	—
Exercised	(522,394)	$ 0.93	$ 4,188,424
Forfeited	(104,250)	$ 9.13	—
Options outstanding at end of period	8,203,933	$ 5.58	$ 27,187,484

	Three Months Ended September 30, 2012		
	Options	Weighted-Average Exercise Price	Aggregate Intrinsic Value
Options outstanding at beginning of period	8,755,825	$ 4.58	$ 43,682,363
Exercised	(35,179)	$ 5.34	$ 94,628
Forfeited	(2,813)	$ 9.16	—
Options outstanding at end of period	8,717,833	$ 4.58	$ 35,795,158

	Nine Months Ended September 30, 2013		
	Options	Weighted-Average Exercise Price	Aggregate Intrinsic Value
Options outstanding at beginning of period	8,780,400	$ 4.67	$ 41,236,574
Granted	968,000	$ 9.71	—
Exercised	(1,382,403)	$ 2.28	$ 9,848,965
Forfeited	(162,064)	$ 8.95	—
Options outstanding at end of period	8,203,933	$ 5.58	$ 27,187,484
Exercisable at end of period	6,475,360	$ 4.57	$ 26,834,448

	Nine Months Ended September 30, 2012		
	Options	Weighted-Average Exercise Price	Aggregate Intrinsic Value
Options outstanding at beginning of period	8,826,199	$ 4.19	$ 38,284,701
Granted	523,000	$ 9.01	—
Exercised	(563,990)	$ 2.33	$ 4,240,828
Forfeited	(67,376)	$ 6.95	—
Options outstanding at end of period	8,717,833	$ 4.58	$ 35,795,158
Exercisable at end of period	7,239,323	$ 3.91	$ 33,479,422

The weighted-average remaining contractual term of options exercisable at September 30, 2013 is 2.6 years. The following table summarizes information about options outstanding as of September 30, 2013:

Exercise Price	Options Outstanding: Number Outstanding	Options Outstanding: Weighted-Average Remaining Contractual Life (in years)	Options Exercisable: Number Exercisable
$ 0.20 - $ 0.99	688,391	1.9	688,391
$ 1.00 - $ 3.99	2,164,527	2.1	2,164,527
$ 4.00 - $ 5.99	581,945	3.1	581,945
$ 6.00 - $ 8.99	3,393,267	3.2	2,747,258
$ 9.00 - $ 14.50	1,375,803	5.9	293,239
	8,203,933		6,475,360

12. SEGMENT INFORMATION

The Company has three reportable segments: Tech & Clearance, Finance, and Energy. The Tech & Clearance reportable segment includes the Dice.com, ClearanceJobs.com, Slashdot Media services (since the date of acquisition) and The IT Job Board® (since the date of acquisition). The Finance reportable segment includes the eFinancialCareers service worldwide, including both the operating segments of North America and International. The Energy reportable segment includes the Rigzone service. Management has organized its reportable segments based upon the industry verticals served. Each of the reportable segments generates revenue from sales of recruitment packages and related services. The Company has other services and activities that individually are not more than 10% of consolidated revenues, net income or total assets. These include Health Callings, Targeted Job Fairs and WorkDigital (since the date of acquisition) and are reported in the "Other" category. The Company's foreign operations are comprised of The IT Job Board® operations and a portion of the eFinancialCareers, Rigzone and Slashdot Media services, which operate in Europe, the financial centers of the Gulf Region of the Middle East and Asia Pacific.

The following table shows the segment information (in thousands):

	Three Months Ended September 30, 2013	Three Months Ended September 30, 2012	Nine Months Ended September 30, 2013	Nine Months Ended September 30, 2012
By Segment:				
Revenues:				
Tech & Clearance	$ 37,032	$ 32,975	$ 109,123	$ 96,278
Finance	8,556	9,379	25,891	29,141
Energy	5,952	4,486	16,939	13,813
Other	1,076	1,198	3,111	3,393
Total revenues	$ 52,616	$ 48,038	$ 155,064	$ 142,625
Depreciation:				
Tech & Clearance	$ 1,779	$ 1,255	$ 4,676	$ 3,319
Finance	124	160	395	446
Energy	36	24	94	70
Other	72	66	212	196
Total depreciation	$ 2,011	$ 1,505	$ 5,377	$ 4,031
Amortization:				
Tech & Clearance	$ 1,264	$ 97	$ 2,370	$ 97
Finance	19	194	406	194
Energy	775	1,092	2,325	4,426
Other	150	36	516	237
Total amortization	$ 2,208	$ 1,419	$ 5,617	$ 4,954

Operating income (loss):				
Tech & Clearance	$ 9,648	$ 13,096	$ 30,452	$ 37,464
Finance	1,169	2,053	4,794	8,793
Energy	1,572	708	4,207	614
Other	(873)	(1,150)	(3,781)	(2,590)
Operating income	11,516	14,707	35,672	44,281
Interest expense	(378)	(327)	(1,097)	(1,696)
Interest income	5	16	29	72
Other income	—	—	232	—
Income before income taxes	$ 11,143	$ 14,396	$ 34,836	$ 42,657
Capital expenditures:				
Tech & Clearance	$ 1,915	$ 836	$ 7,372	$ 3,143
Finance	129	368	235	701
Energy	91	4	390	14
Other	139	79	318	177
Total capital expenditures	$ 2,274	$ 1,287	$ 8,315	$ 4,035
By Geography:				
Revenues:				
U.S.	$ 42,457	$ 38,526	$ 125,297	$ 113,331
Non- U.S.	10,159	9,512	29,767	29,294
Total revenues	$ 52,616	$ 48,038	$ 155,064	$ 142,625

	September 30, 2013	December 31, 2012
Total assets:		
Tech & Clearance	$ 204,640	$ 183,896
Finance	91,285	92,513
Energy	51,701	53,203
Other	23,493	24,618
Total assets	$ 371,119	$ 354,230

The following table shows the carrying amount of goodwill by reportable segment as of December 31, 2012 and September 30, 2013 and the changes in goodwill for the nine month period ended September 30, 2013 (in thousands):

	Tech & Clearance	Finance	Energy	Other	Total
Balance, December 31, 2012	$ 90,991	$ 55,315	$ 35,104	$ 21,534	$ 202,944
Addition for Acquisitions	9,130	—	—	—	9,130
Foreign currency translation adjustment	533	(72)	—	(29)	432
Goodwill at September 30, 2013	$ 100,654	$ 55,243	$ 35,104	$ 21,505	$ 212,506

13. EARNINGS PER SHARE

Basic earnings per share (“EPS”) is computed based on the weighted-average number of shares of common stock outstanding. Diluted EPS is computed based on the weighted-average number of shares of common stock outstanding plus common stock equivalents assuming exercise of stock options, where dilutive. Options to purchase approximately 3.0 million and 2.3 million shares were outstanding during the three and nine month periods ended September 30, 2013 and options to purchase approximately 2.3 million and 1.2 million shares were outstanding during the three and nine month periods ended September 30, 2012, but were excluded from the calculation of diluted EPS for the periods then ended because the options’ exercise price was greater than the average market price of the common shares. The following is a calculation of basic and diluted earnings per share and weighted-average shares outstanding (in thousands, except per share amounts):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Net income	$ 7,058	$ 11,001	$ 22,106	$ 29,074
Weighted-average shares outstanding—basic	56,606	59,907	57,324	62,214
Add shares issuable upon exercise of stock options	2,899	3,236	3,173	3,422
Weighted-average shares outstanding—diluted	59,505	63,143	60,497	65,636
Basic earnings per share	$ 0.12	$ 0.18	$ 0.39	$ 0.47
Diluted earnings per share	$ 0.12	$ 0.17	$ 0.37	$ 0.44

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with our condensed consolidated financial statements and the related notes included elsewhere in this report.

Information contained herein contains forward-looking statements. You should not place undue reliance on those statements because they are subject to numerous uncertainties and factors relating to our operations and business environment, all of which are difficult to predict and many of which are beyond our control. Forward-looking statements include, without limitation, information concerning our possible or assumed future results of operations, including descriptions of our business strategy. These statements often include words such as "may," "will," "should," "believe," "expect," "anticipate," "intend," "plan," "estimate" or similar expressions. These statements are based on assumptions that we have made in light of our experience in the industry as well as our perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual financial results or results of operations and could cause actual results to differ materially from those in the forward-looking statements. These factors include, but are not limited to, competition from existing and future competitors in the highly competitive market in which we operate, failure to adapt our business model to keep pace with rapid changes in the recruiting and career services business, failure to maintain and develop our reputation and brand recognition, failure to increase or maintain the number of customers who purchase recruitment packages, cyclicality or downturns in the economy or industries we serve, failure to attract qualified professionals to our websites or grow the number of qualified professionals who use our websites, failure to successfully identify or integrate acquisitions, U.S. and foreign government regulation of the Internet and taxation, foreign exchange risk, our ability to borrow funds under our revolving credit facility or refinance our indebtedness and restrictions on our current and future operations under such indebtedness. These factors and others are discussed in more detail in our filings with the Securities and Exchange Commission, including our Annual Report on Form 10-K for the fiscal year ended December 31, 2012, under the headings "Risk Factors," "Forward-Looking Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations".

Information contained herein contains certain non-GAAP financial measures. These measures are not in accordance with, or an alternative for measures in accordance with U.S. GAAP. Such measures presented herein include adjusted earnings before interest, taxes, depreciation, amortization, non-cash stock based compensation expense, and other non-recurring income or expense ("Adjusted EBITDA"), and free cash flow. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources".

You should keep in mind that any forward-looking statement made by us herein, or elsewhere, speaks only as of the date on which it is made. New risks and uncertainties come up from time to time, and it is impossible to predict these events or how they may affect us. We have no obligation to update any forward-looking statements after the date hereof, except as required by federal securities laws.

Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, proxy and information statements and other material information concerning us are available free of charge on the Investor Relations page of our website at www.diceholdingsinc.com. Our reports filed with the SEC are also available at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549, by calling 1-800-SEC-0330, or by visiting http://www.sec.gov.

Overview

We are a leading provider of specialized websites for select professional communities. Through our online communities, professionals can manage their careers by finding relevant job opportunities and by building their knowledge through original and community-shared content. Our websites enable employers, recruiters, staffing agencies, consulting firms and marketing professionals to effectively target and reach highly-valued audiences.

In online recruitment, we target employment categories in which there is a long-term scarcity of highly skilled, highly qualified professionals relative to market demand. Our websites serve as online marketplaces where employers and recruiters find and recruit prospective employees, and where professionals find relevant job opportunities and information to further their careers.

In online media, we serve the technology community and the marketing and advertising professionals who want to reach this audience where they create, improve, compare and distribute open source software or debate and discuss current news and issues.

Our websites offer job postings, news and content, open source software, career development and recruiting services tailored to the specific needs of the professional community that each website serves.

Through our predecessors, we have been in the recruiting and career development business for more than 23 years. Based on our operating structure, we have identified three reportable segments under the Segment Reporting topic of the FASB ASC. Our reportable segments include Tech & Clearance (which includes Dice.com, ClearanceJobs.com, Slashdot Media and The IT Job Board® (from the date of acquisition)), Finance (which includes eFinancialCareers' global service), and Energy (which includes WorldwideWorker and Rigzone, which were combined into one service under the Rigzone brand and website in January 2012). Targeted Job Fairs, Health Callings (acquired as AllHealthcareJobs in June 2009), and WorkDigital (acquired in October 2012) do not meet certain quantitative thresholds, and therefore are reported in the aggregate in Other.

Recent Developments

Effective September 30, 2013, Scot Melland resigned from his position as Chairman, President and Chief Executive Officer. Mr. Melland retained a seat on the Board. Michael Durney became President and CEO and a director of Dice Holdings, Inc., and Peter Ezersky became Chairman of the Board on September 30, 2013. On October 14, 2013, John Roberts joined the Company as Chief Financial Officer succeeding Mr. Durney.

On October 28, 2013, the Company entered into a new Credit Agreement, which provides for a $50.0 million term loan facility and a revolving loan facility of $200.0 million, with both facilities maturing in October 2018. Borrowings under the Credit Agreement bear interest, at the Company's option, at a LIBOR rate or base rate plus a margin. The margin ranges from 1.75% to 2.50% on LIBOR loans and 0.75% to 1.50% on base rate loans, determined by the Company's most recent consolidated leverage ratio. Interest rates and covenants in the new Credit Agreement are consistent with the previous Credit Agreement. Quarterly payments of principal are required on the term loan facility, commencing March 31, 2014. The facilities may be prepaid at any time without penalty and payments on the term loan facility result in a permanent reduction. The Company borrowed $65.0 million under the new Credit Agreement to repay in full all outstanding indebtedness under the previous Credit Agreement, which was terminated upon repayment.

Our Revenues and Expenses

We derive the majority of our revenues from customers who pay fees, either annually, quarterly or monthly, to post jobs on our websites and to access our searchable databases of resumes. Our fees vary by customer based on the number of individual users of our databases of resumes, the number and type of job postings purchased and the terms of the package purchased. Our Tech & Clearance segment sells recruitment packages that include both access to our databases of resumes and Open Web profiles, as well as job posting capabilities. Our Finance and Energy segments sell job postings and access to our resume databases either as part of a package or individually. We believe the key metrics that are material to an analysis of our businesses are our total number of recruitment package customers and the revenue, on average, that these customers generate. At September 30, 2013, Dice.com had approximately 8,450 total recruitment package customers, and our other websites collectively served approximately 3,900 customers, including some customers who are also customers of Dice.com, as of the same date. Customers who buy multiple products or services are counted individually. Deferred revenue is a key metric of our business as it indicates a level of sales already made that will be recognized as revenue in the future. Deferred revenue reflects the impact of our ability to sign customers to long-term contracts. We recorded deferred revenue of $69.4 million and $69.4 million at September 30, 2013 and December 31, 2012, respectively.

We also generate revenue from advertising on our various websites or from lead generation and marketing solutions provided to our customers. Advertisements include various forms of rich media and banner advertising, text links, sponsorships, and custom content marketing solutions. Lead generation information utilizes advertising and other methods to deliver leads to a customer.

Our ability to continue to grow our revenues will largely depend on our ability to grow our customer bases in the markets in which we operate by acquiring new recruitment package customers and advertisers while retaining a high proportion of the customers we currently serve, and to expand the breadth of services our customers purchase from us. We continue to make investments in our business and infrastructure to help us achieve our long-term growth objectives.

Other material factors that may affect our results of operations include our ability to attract qualified professionals that become engaged with our websites and our ability to attract customers with relevant job opportunities. The more qualified professionals that use our websites, the more attractive our websites become to employers and advertisers, which in turn makes them more likely to become our customers, resulting positively on our results of operations. If we are unable to continue to attract qualified professionals to engage with our websites, our customers may no longer find our services attractive, which could have a negative impact on our results of operations. Additionally, we need to ensure that our websites remain relevant in order to attract qualified professionals to our websites and to engage them in high-valued tasks such as posting resumes and/or applying to jobs.

The largest components of our expenses are personnel costs and marketing and sales expenditures. Personnel costs consist of salaries, benefits, and incentive compensation for our employees, including commissions for salespeople. Personnel costs are categorized in our statement of operations based on each employee's principal function. Marketing expenditures primarily consist of online advertising and direct mailing programs.

Critical Accounting Policies

There have been no material changes to our critical accounting policies as compared to the critical accounting policies described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2012.

Results of Operations

Three Months Ended September 30, 2013 Compared to the Three Months Ended September 30, 2012

Revenues

	Three Months Ended September 30, 2013	Three Months Ended September 30, 2012	Increase (Decrease)	Percent Change
	(in thousands, except percentages)			
Tech & Clearance	$ 37,032	$ 32,975	$ 4,057	12.3 %
Finance	8,556	9,379	(823)	(8.8)%
Energy	5,952	4,486	1,466	32.7 %
Other	1,076	1,198	(122)	(10.2)%
Total revenues	**$ 52,616**	**$ 48,038**	**$ 4,578**	**9.5 %**

Our revenues were $52.6 million for the three month period ended September 30, 2013 compared to $48.0 million for the same period in 2012, an increase of $4.6 million, or 9.5%.

We experienced an increase in the Tech & Clearance segment of $4.1 million, or 12.3%, of which the acquisitions of Slashdot Media and The IT Job Board® contributed $2.9 million and $1.1 million to the increase, respectively. Revenue at Dice.com was essentially flat compared to the three month period ended September 30, 2012. We saw an increase in revenue from recruitment packages offset by lower revenue from transactional job advertising. Our customers' usage of our websites increased, as demonstrated through an increase in average monthly revenue per recruitment package customer at Dice.com of approximately 2% from the three month period ended September 30, 2012 to the three month period ended September 30, 2013. The recruitment package customer count at Dice.com decreased from 8,650 at September 30, 2012 to 8,450 at September 30, 2013. Revenues decreased at ClearanceJobs by $127,000 for the three month period ended September 30, 2013 as compared to the same period in 2012, a decrease of 5%. This decrease was attributed to the slow-growth environment due to sequestration.

The Finance segment experienced a decline in revenue of $823,000, or 8.8%. The decrease was the result of continued declines in recruitment activity, beginning in the second half of 2011 and continuing through the third quarter of 2013, primarily due to the global economic slowdown including the European debt crisis causing companies to slow hiring, decreasing demand for our product. Currency impact for the three month period ended September 30, 2013 was a decrease to revenue of approximately $140,000. In originating currency, revenue decreased 9% in the UK, 8% in North America, 5% in Continental Europe and 5% in the Asia Pacific region.

Revenues for the Energy segment totaled $6.0 million for the three month period ended September 30, 2013, an increase of $1.5 million or 32.7% from the comparable 2012 period. The increase was primarily the result of increased usage of our career center and advertising as well as an increase in events revenue due to a biennial industry event that occurred in the current period.

Cost of Revenues

	Three Months Ended September 30, 2013	Three Months Ended September 30, 2012	Increase	Percent Change
	(in thousands, except percentages)			
Cost of revenues	$ 6,099	$ 3,603	$ 2,496	69.3%
Percentage of revenues	11.6%	7.5%		

Our cost of revenues for the three month period ended September 30, 2013 was $6.1 million compared to $3.6 million for the same period in 2012, an increase of $2.5 million, or 69.3%. The Tech & Clearance segment experienced an increase in cost of revenues of $1.9 million, of which the acquisition of Slashdot Media contributed $1.3 million to the increase, as compared to the three months ended September 30, 2012. The increase was also due to our investment in an integrated enterprise platform including software, the related personnel and consulting services to drive this initiative. The Energy segment experienced an increase in cost of revenues of $645,000 primarily due to increases in events, including costs related to a biennial industry event that occurred in the current period.

Product Development Expenses

	Three Months Ended September 30, 2013	Three Months Ended September 30, 2012	Increase	Percent Change
	(in thousands, except percentages)			
Product Development	$ 5,597	$ 3,874	$ 1,723	44.5%
Percentage of revenues	10.6%	8.1%		

Product development expenses for the three month period ended September 30, 2013 were $5.6 million compared to $3.9 million for the same period in 2012, an increase of $1.7 million or 44.5%. An increase of $1.6 million was experienced in the Tech & Clearance segment, of which the acquisition of Slashdot Media contributed $893,000 to the increase. The remaining increase in the Tech & Clearance segment was driven by additional salaries and related costs for an increased number of employees. We invested in programs to create an agile development environment and expand our product base. This investment included the expansion of our staff of product management and development personnel. The Finance segment experienced an increase of $241,000 primarily related to employee-related separation costs and increased costs to build a mobile platform.

Sales and Marketing Expenses

	Three Months Ended September 30, 2013	Three Months Ended September 30, 2012	Increase	Percent Change
	(in thousands, except percentages)			
Sales and Marketing	$ 16,601	$ 16,194	$ 407	2.5%
Percentage of revenues	31.6%	33.7%		

Sales and marketing expenses for the three month period ended September 30, 2013 were $16.6 million compared to $16.2 million for the same period in 2012, an increase of $407,000 or 2.5%. The Energy segment experienced an increase of $271,000 in sales and marketing expenses. The increase in the Energy segment was the result of increased costs related to expanding our worldwide sales organization and incentive compensation resulting from sales growth, as well as marketing to oil and gas professionals.

The Tech & Clearance segment experienced an increase in sales and marketing of $228,000 compared to the same period in 2012 to $10.1 million. We experienced a $1.2 million decrease in advertising and other marketing costs, due to decreased spending for our online advertising, email and social network campaigns. The addition of the Slashdot Media business has provided traffic to the Dice.com website, allowing us to reduce our third party marketing spend on Dice.com. This decrease was partially offset by increases of $571,000 and $509,000 of sales costs from the recently acquired Slashdot Media and The IT Job Board® businesses.

The Finance segment experienced a decrease in overall sales and marketing expense of $131,000 to $3.7 million for the three months ended September 30, 2013, primarily due to reduction of spending in non-core markets.

General and Administrative Expenses

	Three Months Ended September 30, 2013	Three Months Ended September 30, 2012	Increase	Percent Change
	(in thousands, except percentages)			
General and administrative	$ 8,534	$ 6,736	$ 1,798	26.7%
Percentage of revenues	16.2%	14.0%		

General and administrative expenses for the three month period ended September 30, 2013 were $8.5 million compared to $6.7 million for the same period in 2012, an increase of $1.8 million or 26.7%.

Stock-based compensation expense was $2.1 million, an increase of $445,000 compared to the same period in 2012. The increase was due to more people receiving awards in the annual grant of equity awards made in the first quarter of 2013 primarily due to the addition of Slashdot and Work Digital employees.

General and administrative expense for the Tech & Clearance segment increased $1.7 million in the period ended September 30, 2013, as compared to the same period in 2012. An increase of $1.2 million was primarily due to employee-related separation costs, increases in employee-related expenses and recruitment costs, offset by decreased legal expense. Increases of $371,000 and $119,000 were due to costs related to The IT Job Board® and Slashdot Media businesses, respectively, following the acquisition of these businesses as compared to the three months ended September 30, 2012.

Depreciation

	Three Months Ended September 30,			Percent
	2013	2012	Increase	Change
		(in thousands, except percentages)		
Depreciation	$ 2,011	$ 1,505	$ 506	33.6%
Percentage of revenues	3.8%	3.1%		

Depreciation expense for the three month period ended September 30, 2013 was $2.0 million compared to $1.5 million for the same period of 2012, an increase of $506,000 or 33.6%. The increase was primarily related to the addition of Slashdot Media assets which contributed $265,000 of the increase in depreciation expense during the three month period ended September 30, 2013. The remaining increase in depreciation was the result of other capital additions to hardware, software, and web development costs at the Tech & Clearance segment.

Amortization of Intangible Assets

	Three Months Ended September 30,			Percent
	2013	2012	Increase	Change
		(in thousands, except percentages)		
Amortization	$ 2,208	$ 1,419	$ 789	55.6%
Percentage of revenues	4.2%	3.0%		

Amortization expense for the three month period ended September 30, 2013 was $2.2 million compared to $1.4 million for the same period in 2012, an increase of $789,000 or 55.6%. Amortization expense for the three month period ended September 30, 2013 increased by $1.3 million due to The IT Job Board®, Slashdot Media and WorkDigital acquisitions, offset by decreased amortization expense related to certain intangible assets from the Health Callings, FINS.com, Rigzone and Worldwideworker acquisitions becoming fully amortized.

Change in Acquisition Related Contingencies

The change in acquisition related contingencies was an expense of $50,000 for the three month period ended September 30, 2013 due to the WorkDigital acquisition. In October 2013, a payment of $5.0 million related to the WorkDigital acquisition was made to the sellers. We expect deferred purchase price payments totaling $5.0 million to be made for the WorkDigital acquisition in October 2014 and payments totaling $4.8 million by December 2014 related to The IT Job Board® acquisition.

Operating Income

Operating income for the three month period ended September 30, 2013 was $11.5 million compared to $14.7 million for the same period in 2012, a decrease of $3.2 million or 21.7%. The decrease was the result of higher operating costs, primarily related to expenses of the new businesses of The IT Job Board® and Slashdot Media.

Interest Expense

	Three Months Ended September 30, 2013	2012	Increase	Percent Change
	(in thousands, except percentages)			
Interest expense	$ 378	$ 327	$ 51	15.6%
Percentage of revenues	0.7%	0.7%		

Interest expense for the three month period ended September 30, 2013 was $378,000 compared to $327,000 for the same period in 2012, a decrease of $51,000 or 15.6%.

Income Taxes

	Three Months Ended September 30, 2013	2012
	(in thousands, except percentages)	
Income before income taxes	$ 11,143	$ 14,396
Income tax expense	4,085	3,395
Effective tax rate	36.7%	23.6%

The effective income tax rate was 36.7% and 23.6% for the three month period ended September 30, 2013 and September 30, 2012, respectively. The rate was higher in the current period because of a change in the mix of U.S. and non-U.S. income. Also, the prior year period included a $1.8 million discrete item reducing tax expense for a decrease in the accrual for unrecognized tax benefits, primarily due to the lapse of the statute of limitations with regard to various uncertain tax positions.

Nine Months Ended September 30, 2013 Compared to the Nine Months Ended September 30, 2012

Revenues

	Nine Months Ended September 30, 2013	2012	Increase (Decrease)	Percent Change
	(in thousands, except percentages)			
Tech & Clearance	$ 109,123	$ 96,278	$ 12,845	13.3 %
Finance	25,891	29,141	(3,250)	(11.2)%
Energy	16,939	13,813	3,126	22.6 %
Other	3,111	3,393	(282)	(8.3)%
Total revenues	**$ 155,064**	**$ 142,625**	**$ 12,439**	**8.7 %**

Our revenues were $155.1 million for the nine month period ended September 30, 2013 compared to $142.6 million for the same period in 2012, an increase of $12.4 million, or 8.7%.

We experienced an increase in the Tech & Clearance segment of $12.8 million, or 13.3%, of which the acquisitions of Slashdot Media and The IT Job Board® contributed $11.1 million and $1.1 million, respectively, to the increase. Revenue at Dice.com for the nine month period ended September 30, 2013 increased $798,000 as compared to the same period in 2012. Our customers' usage of our websites increased, as demonstrated through an increase in average monthly revenue per recruitment package customer at Dice.com of approximately 3% from the nine month period ended September 30, 2012 to the nine month period ended September 30, 2013.

The Finance segment experienced a decline in revenue of $3.3 million, or 11.2%. The decrease was the result of continued declines in recruitment activity, beginning in the second half of 2011 and continuing through the first nine months of 2013, primarily due to the global economic slowdown including the European debt crisis and a recession in the United Kingdom causing companies to slow hiring, decreasing demand for our product. Currency impact for the nine month period ended September 30, 2013 was a decrease to revenue of approximately $459,000. In originating currency, revenue decreased 17% in Continental Europe, 12% in the UK, 4% in the Asia Pacific region and 3% in North America.

Revenues for the Energy segment totaled $16.9 million for the nine month period ended September 30, 2013, an increase of $3.1 million or 22.6% from the comparable 2012 period. The increase was primarily the result of increased usage of our career center and advertising, as well as an increase in events revenue due to a biennial industry event that occurred in the current period.

Revenues for the Other segment totaled $3.1 million for the nine month period ended September 30, 2013, a decrease of $282,000 or 8.3% from the comparable 2012 period. The decrease was primarily a result of fewer job fairs in the current period.

Cost of Revenues

	Nine Months Ended September 30, 2013	Nine Months Ended September 30, 2012	Increase	Percent Change
	(in thousands, except percentages)			
Cost of revenues	$ 16,853	$ 10,555	$ 6,298	59.7%
Percentage of revenues	10.9%	7.4%		

Our cost of revenues for the nine month period ended September 30, 2013 was $16.9 million compared to $10.6 million for the same period in 2012, an increase of $6.3 million, or 59.7%. The Tech & Clearance segment experienced an increase in cost of revenues of $5.8 million, of which the acquisition of Slashdot Media contributed $4.3 million to the increase, as compared to the nine months ended September 30, 2012. The increase was also due to our investment in an integrated enterprise platform including software and the related personnel and consulting services to drive this initiative. The Energy segment increased $464,000, primarily due to an increase in customer support employees and costs related to a biennial industry event that occurred in the current period, offset by lower hosting costs. The Finance segment experienced an increase of $106,000, primarily due to increased site hosting costs for the FINS.com site.

Product Development Expenses

	Nine Months Ended September 30, 2013	Nine Months Ended September 30, 2012	Increase	Percent Change
	(in thousands, except percentages)			
Product Development	$ 16,253	$ 10,250	$ 6,003	58.6%
Percentage of revenues	10.5%	7.2%		

Product development expenses for the nine month period ended September 30, 2013 were $16.3 million compared to $10.3 million for the same period in 2012, an increase of $6.0 million or 58.6%. An increase of $5.0 million was experienced in the Tech & Clearance segment, of which the acquisition of Slashdot Media contributed $3.5 million to the increase. The remaining increase in the Tech & Clearance segment was driven by additional salaries and related costs for the increased number of employees. We invested in programs to create an agile development environment and expand our product base. This investment included the expansion of our staff of product management and development personnel. The Other segment for the nine month period ended September 30, 2013 experienced an expense increase of $562,000 compared to the same period in 2012 which was partially driven by salaries and related costs amounting to $929,000 associated with the addition of personnel following the WorkDigital acquisition. This increase in the Other segment was partially offset by lower expenses related to ending a new product initiative. The Finance segment experienced an increase of $337,000 related to development of our websites and employee-related separation costs.

Sales and Marketing Expenses

	Nine Months Ended September 30, 2013	Nine Months Ended September 30, 2012	Increase	Percent Change
	(in thousands, except percentages)			
Sales and Marketing	$ 50,106	$ 48,801	$ 1,305	2.7%
Percentage of revenues	32.3%	34.2%		

Sales and marketing expenses for the nine month period ended September 30, 2013 were $50.1 million compared to $48.8 million for the same period in 2012, an increase of $1.3 million or 2.7%. The Energy segment experienced an increase of $1.1 million in sales and marketing expenses. The increase in the Energy segment was the result of increased costs related to expanding our worldwide sales organization and incentive compensation resulting from sales growth, as well as increased marketing efforts to oil and gas professionals related to industry events.

The Tech & Clearance segment experienced an increase in sales and marketing expenses of $344,000 compared to the same period in 2012. This increase was primarily due to increases of $2.1 million and $846,000 of sales and marketing costs from Slashdot Media and The IT Job Board®, respectively, partially offset by a decrease of $2.6 million at Dice.com and ClearanceJobs. The addition of the Slashdot Media business has provided traffic to the Dice.com website, allowing us to reduce our third party marketing spend on Dice.com.

The Finance segment experienced a decrease in overall sales and marketing expense of $233,000 to $10.5 million for the nine months ended September 30, 2013, primarily due to the decrease in marketing expenditures in non-core markets, partially offset by increased salaries and related costs.

General and Administrative Expenses

	Nine Months Ended September 30, 2013	Nine Months Ended September 30, 2012	Increase	Percent Change
	(in thousands, except percentages)			
General and administrative	$ 25,040	$ 19,753	$ 5,287	26.8%
Percentage of revenues	16.1%	13.8%		

General and administrative expenses for the nine month period ended September 30, 2013 were $25.0 million compared to $19.8 million for the same period in 2012, an increase of $5.3 million or 26.8%.

Stock-based compensation expense was $6.3 million, an increase of $1.6 million compared to the same period in 2012. The increase was due to the annual grant of equity awards made in the first quarter of 2013.

General and administrative expense for the Tech & Clearance segment increased $3.7 million in the period ended September 30, 2013, as compared to the same period in 2012. Increases of $913,000 and $371,000 were due to costs related to the Slashdot Media and The IT Job Board® businesses, respectively, following the acquisition of these businesses as compared to the nine months ended September 30, 2012. The remaining increase of $2.4 million at Dice.com was due to increases in employee-related expenses, recruitment costs, employee-related separation costs of $280,000, legal expenses and an increase in the provision for doubtful accounts.

Depreciation

	Nine Months Ended September 30, 2013	Nine Months Ended September 30, 2012	Increase	Percent Change
	(in thousands, except percentages)			
Depreciation	$ 5,377	$ 4,031	$ 1,346	33.4%
Percentage of revenues	3.5%	2.8%		

Depreciation expense for the nine month period ended September 30, 2013 was $5.4 million compared to $4.0 million for the same period of 2012, an increase of $1.3 million or 33.4%. The increase was primarily related to the addition of Slashdot Media assets which increased depreciation expense by $864,000 during the nine month period ended September 30, 2013. The remaining increase in depreciation was the result of other capital additions to hardware, software, and web development costs in the Tech & Clearance segment.

Amortization of Intangible Assets

	Nine Months Ended September 30, 2013	Nine Months Ended September 30, 2012	Increase	Percent Change
	(in thousands, except percentages)			
Amortization	$ 5,617	$ 4,954	$ 663	13.4%
Percentage of revenues	3.6%	3.5%		

Amortization expense for the nine month period ended September 30, 2013 was $5.6 million compared to $5.0 million for the same period in 2012, an increase of $663,000 or 13.4%. Amortization expense for the nine month period ended

September 30, 2013 increased due to the Slashdot Media, The IT Job Board®, WorkDigital, and FINS.com acquisitions. This increase was offset by decreased amortization expense due to certain intangible assets from the Health Callings, Rigzone and Worldwideworker acquisitions becoming fully amortized.

Change in Acquisition Related Contingencies

The change in acquisition related contingencies was an expense of $146,000 for the nine month period ended September 30, 2013 due to the WorkDigital acquisition. In October 2013, a payment of $5.0 million related to the WorkDigital acquisition was made to the sellers. We expect deferred purchase price payments totaling $5.0 million to be made for the WorkDigital acquisition in October 2014 and payments totaling $4.8 million by December 2014 related to The IT Job Board® acquisition.

Operating Income

Operating income for the nine month period ended September 30, 2013 was $35.7 million compared to $44.3 million for the same period in 2012, a decrease of $8.6 million or 19.4%. The decrease was the result of higher operating costs, primarily related to expenses of the new businesses of Slashdot Media, The IT Job Board® and WorkDigital.

Interest Expense

	Nine Months Ended September 30,			
	2013	2012	Decrease	Percent Change
	(in thousands, except percentages)			
Interest expense	$ 1,097	$ 1,696	$ (599)	(35.3)%
Percentage of revenues	0.7%	1.2%		

Interest expense for the nine month period ended September 30, 2013 was $1.1 million compared to $1.7 million for the same period in 2012, a decrease of $599,000 or 35.3%. The decrease in interest expense was due to the write off of unamortized deferred financing costs of $765,000 during the nine months ended September 30, 2012, following the termination of our previous credit facility in June 2012.

Income Taxes

	Nine Months Ended September 30,	
	2013	2012
	(in thousands, except percentages)	
Income before income taxes	$ 34,836	$ 42,657
Income tax expense	12,730	13,583
Effective tax rate	36.5%	31.8%

The effective income tax rate was 36.5% and 31.8% for the nine month period ended September 30, 2013 and September 30, 2012, respectively. The rate was higher in the current period because of state law modifications which affected our apportionment methodology, and because of a change in the mix of U.S. and non-U.S. income. Also, the prior year period included a $1.8 million discrete item reducing tax expense for a decrease in the accrual for unrecognized tax benefits, primarily due to the lapse of the statute of limitations with regard to various uncertain tax positions.

Liquidity and Capital Resources

Non-GAAP Measures

We have provided certain non-GAAP financial information as additional information for our operating results. These measures are not in accordance with, or an alternative for measures in accordance with GAAP and may be different from similarly titled non-GAAP measures reported by other companies. We believe the presentation of non-GAAP measures, such as Adjusted EBITDA and free cash flow, provides useful information to management and investors regarding certain financial and business trends relating to our financial condition and results of operations.

Adjusted EBITDA

Adjusted EBITDA is a non-GAAP metric used by management to measure operating performance. Management uses Adjusted EBITDA as a performance measure for internal monitoring and planning, including preparation of annual budgets, analyzing investment decisions and evaluating profitability and performance comparisons between us and our competitors. We also use this measure to calculate amounts of performance based compensation under the senior management incentive bonus program. Adjusted EBITDA, as defined in our Credit Agreement, represents net income (loss) plus (to the extent deducted in calculating such net income (loss)) interest expense, income tax expense, depreciation and amortization, non-cash stock option expenses, losses resulting from certain dispositions outside the ordinary course of business, certain writeoffs in connection with indebtedness, impairment charges with respect to long-lived assets, expenses incurred in connection with an equity offering, extraordinary or non-recurring non-cash expenses or losses, transaction costs in connection with the Credit Agreement up to $250,000, deferred revenues written off in connection with acquisition purchase accounting adjustments, writeoff of non-cash stock compensation expense, and business interruption insurance proceeds, minus (to the extent included in calculating such net income (loss)) non-cash income or gains, interest income, and any income or gain resulting from certain dispositions outside the ordinary course of business.

We also consider Adjusted EBITDA, as defined above, to be an important indicator to investors because it provides information related to our ability to provide cash flows to meet future debt service, capital expenditures and working capital requirements and to fund future growth as well as to monitor compliance with financial covenants. We present Adjusted EBITDA as a supplemental performance measure because we believe that this measure provides our board of directors, management and investors with additional information to measure our performance, to provide comparisons from period to period and company to company by excluding potential differences caused by variations in capital structures (affecting interest expense) and tax positions (such as the impact on periods or companies of changes in effective tax rates or net operating losses), and to estimate our value.

We present Adjusted EBITDA because covenants in our Credit Agreement contain ratios based on this measure. Our Credit Agreement is material to us because it is one of our primary sources of liquidity. If our Adjusted EBITDA were to decline below certain levels, covenants in our Credit Agreement that are based on Adjusted EBITDA may be violated and could cause a default and acceleration of payment obligations under our Credit Agreement. See Note 7 “Indebtedness” for additional information on the covenants of our Credit Agreement.

Adjusted EBITDA is not a measurement of our financial performance under GAAP and should not be considered as an alternative to net income, operating income or any other performance measures derived in accordance with GAAP or as an alternative to cash flow from operating activities as a measure of our profitability or liquidity.

We understand that although Adjusted EBITDA is frequently used by securities analysts, lenders and others in their evaluation of companies, Adjusted EBITDA has limitations as an analytical tool, and you should not consider it in isolation, or as a substitute for analysis of our liquidity or results as reported under GAAP. Some limitations are:

- Adjusted EBITDA does not reflect our cash expenditures, or future requirements for capital expenditures or contractual commitments;
- Adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs;
- Adjusted EBITDA does not reflect the significant interest expense, or the cash requirements necessary to service interest or principal payments on your debt;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized often will have to be replaced in the future, and Adjusted EBITDA does not reflect any cash requirements for such replacements; and
- Other companies in our industry may calculate Adjusted EBITDA differently than we do, limiting its usefulness as a comparative measure.

To compensate for these limitations, management evaluates our liquidity by considering the economic effect of the excluded expense items independently as well as in connection with its analysis of cash flows from operations and through the use of other financial measures, such as capital expenditure budget variances, investment spending levels and return on capital analyses.

A reconciliation of Adjusted EBITDA for the nine months ended September 30, 2013 and 2012 (in thousands) follows:

	For the nine months ended September 30,	
	2013	2012
Reconciliation of Net Income to Adjusted EBITDA:		
Net income	$ 22,106	$ 29,074
Interest expense	1,097	1,696
Interest income	(29)	(72)
Income tax expense	12,730	13,583
Depreciation	5,377	4,031
Amortization of intangible assets	5,617	4,954
Change in acquisition related contingencies	146	—
Non-cash stock compensation expense	6,263	4,621
Other income	(232)	16
Adjusted EBITDA	$ 53,075	$ 57,903
Reconciliation of Operating Cash Flows to Adjusted EBITDA:		
Net cash provided by operating activities	$ 40,784	$ 44,517
Interest expense	1,097	1,696
Amortization of deferred financing costs	(181)	(1,028)
Interest income	(29)	(72)
Income tax expense	12,730	13,583
Deferred income taxes	1,841	2,543
Change in accrual for unrecognized tax benefits	126	1,467
Change in accounts receivable	(5,263)	(3,857)
Change in deferred revenue	916	(2,521)
Changes in working capital and other	1,054	1,575
Adjusted EBITDA	$ 53,075	$ 57,903

Free Cash Flow

We define free cash flow as net cash provided by operating activities minus capital expenditures. We believe free cash flow is an important non-GAAP measure as it provides useful cash flow information regarding our ability to service, incur or pay down indebtedness or repurchase our common stock. We use free cash flow as a measure to reflect cash available to service our debt as well as to fund our expenditures. A limitation of using free cash flow versus the GAAP measure of net cash provided by operating activities is free cash flow does not represent the total increase or decrease in the cash balance from operations for the period since it includes cash used for capital expenditures during the period and is adjusted for acquisition related payments within operating cash flows.

We have summarized our free cash flow for the nine months ended September 30, 2013 and 2012 (in thousands).

	For the nine months ended September 30,	
	2013	2012
Net cash provided by operating activities	$ 40,784	$ 44,517
Purchases of fixed assets	(8,160)	(4,031)
Free cash flow	$ 32,624	$ 40,486

Cash Flows

We have summarized our cash flows for the nine month periods ended September 30, 2013 and 2012 (in thousands).

	Nine Months Ended September 30,	
	2013	2012
Cash from operating activities	$ 40,784	$ 44,517
Cash from investing activities	(18,228)	(23,764)
Cash from financing activities	(16,546)	(30,661)

We have financed our operations primarily through cash provided by operating activities. At September 30, 2013, we had cash, cash equivalents and investments of $44.7 million compared to $42.2 million at December 31, 2012. Investments are comprised of highly liquid debt instruments of the U.S. government and government agencies and certificates of deposit. Cash and cash equivalents held in non-U.S. jurisdictions totaled approximately $34.6 million at September 30, 2013. This cash is indefinitely reinvested in those jurisdictions. Cash balances and cash generation in the U.S., along with the unused portion of our revolving credit facility, is sufficient to maintain liquidity and meet our obligations without being dependent on our foreign cash and earnings.

Our principal sources of liquidity are cash, cash equivalents and investments, as well as the cash flow that we generate from our operations. In addition, we had $95.0 million in borrowing capacity under our Credit Agreement at September 30, 2013. We believe that our existing cash, cash equivalents, investments, cash generated from operations and available borrowings under our Credit Agreement will be sufficient to satisfy our currently anticipated cash requirements through at least the next 12 months and the foreseeable future thereafter. However, it is possible that one or more lenders under the revolving portion of the Credit Agreement may refuse or be unable to satisfy their commitment to lend to us or we may need to refinance our debt and be unable to do so. In addition, our liquidity could be negatively affected by a decrease in demand for our products and services. We may also make acquisitions and may need to raise additional capital through future debt financings or equity offerings to the extent necessary to fund such acquisitions, which we may not be able to do on a timely basis or on terms satisfactory to us or at all.

Operating Activities

Net cash from operating activities primarily consists of net income adjusted for certain non-cash items, including depreciation, amortization, changes in deferred tax assets and liabilities, share based compensation, and the effect of changes in working capital. Net cash provided by operating activities was $40.8 million and $44.5 million for the nine month periods ended September 30, 2013 and 2012, respectively. The cash provided by operating activities during the 2013 period decreased primarily due to a slow down in sales. Cash inflow from operations is dependent on the amount and timing of billings and cash collection from our customers. Additionally, the change in deferred revenue, accounts receivable and the timing of tax payments impacted cash flow from operations.

Investing Activities

During the nine month period ended September 30, 2013, cash used by investing activities was $18.2 million compared to cash used of $23.8 million in the nine month period ended September 30, 2012. Cash used by investing activities in the nine month period ended September 30, 2013 was primarily attributable to the $12.3 million used to purchase The IT Job Board® business, $8.2 million used to purchase fixed assets, partially offset by $2.2 million from sales of investments. Cash used by investing activities in the nine month period ended September 30, 2012 was primarily attributable to the $21.0 million used to purchase Slashdot Media assets.

Financing Activities

Cash used for financing activities during the nine month period ended September 30, 2013 and 2012 was $16.5 million and $30.7 million, respectively. The cash used during the current period was primarily due to $35.0 million of payments to repurchase the Company's common stock, $20.0 million used in repayment of long-term debt, partially offset by $34.0 million in proceeds from long-term debt and proceeds from stock option exercises of $3.1 million. During the nine month period ended September 30, 2012, the cash used was primarily due to $56.8 million of payments to repurchase the Company's stock and $23.5 million used in repayment of long-term debt, partially offset by $50.5 million in proceeds from long-term debt.

Credit Agreement

In June 2012, we entered into our Credit Agreement which provides for a revolving facility of $155.0 million, maturing in June 2017. The facility may be prepaid at any time without penalty.

Borrowings under the Credit Agreement bear interest at the Company's option, at a LIBOR rate or a base rate plus a margin. The margin ranges from 1.75% to 2.50% on LIBOR loans and 0.75% to 1.50% on base rate loans, determined by the Company's most recent consolidated leverage ratio.

The Credit Agreement contains various customary affirmative and negative covenants and also contains certain financial covenants, including a consolidated leverage ratio and a consolidated interest coverage ratio. Negative covenants include restrictions on incurring certain liens; making certain payments, such as stock repurchases and dividend payments; making certain investments; making certain acquisitions; and incurring additional indebtedness. The Credit Agreement also provides that the payment of obligations may be accelerated upon the occurrence of customary events of default, including, but not limited to, non-payment, change of control, or insolvency. As of September 30, 2013, the Company was in compliance with all of the financial and other covenants under our Credit Agreement. Refer to Note 7 "Indebtedness" in our condensed consolidated financial statements.

On October 28, 2013, we entered into a new Credit Agreement, which provides for a $50.0 million term loan facility and a revolving loan facility of $200.0 million, with both facilities maturing in October 2018. Borrowings under the Credit Agreement bear interest, at the Company's option, at a LIBOR rate or base rate plus a margin. The margin ranges from 1.75% to 2.50% on LIBOR loans and 0.75% to 1.50% on base rate loans, determined by the Company's most recent consolidated leverage ratio. Interest rates and covenants in the new Credit Agreement are consistent with the previous Credit Agreement. Quarterly payments of principal are required on the term loan facility, commencing March 31, 2014. The facilities may be prepaid at any time without penalty and payments on the term loan facility result in a permanent reduction. The Company borrowed $65.0 million under the new Credit Agreement to repay in full all outstanding indebtedness under the previous Credit Agreement, which was terminated upon repayment.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

Commitments and Contingencies

The following table presents certain minimum payments due under contractual obligations with minimum firm commitments as of September 30, 2013:

	Payments due by period				
	Total	Less Than 1 Year	1-3 Years	3-5 Years	More Than 5 Years
			(in thousands)		
Credit Agreement	$ 60,000	$ —	$ —	$ 60,000	$ —
Operating lease obligations	19,721	906	5,830	4,148	8,837
Total contractual obligations	$ 79,721	$ 906	$ 5,830	$ 64,148	$ 8,837

We make commitments to purchase advertising from online vendors which we pay for on a monthly basis. We have no significant long-term obligations to purchase a fixed or minimum amount with these vendors.

Our principal commitments consist of obligations under operating leases for office space and equipment and long-term debt. As of September 30, 2013, we had $60.0 million outstanding under our Credit Agreement. Interest payments are due quarterly or at varying, specified periods (to a maximum of three months) based on the type of loan (LIBOR or base rate loan) we choose. See Note 7 "Indebtedness" in our condensed consolidated financial statements for additional information related to our revolving facility.

Future interest payments on our revolving facility are variable due to our interest rate being based on a LIBOR rate or a base rate. Assuming an interest rate of 1.94% (the rate in effect on September 30, 2013) on our current borrowings, interest payments are expected to be $407,000 for September through December 2013, $3.3 million in 2014-2015 and $2.4 million in 2016-2017.

We have a contingent payment of $5.0 million related to the WorkDigital acquisition that is expected to be paid in October 2014 based on delivery of certain products and achievement of certain milestones. We also have payments totaling $4.8 million to be paid by December 2014 related to The IT Job Board® acquisition based on achievement of certain financial measures.

As of September 30, 2013, we recorded approximately $2.4 million of unrecognized tax benefits as liabilities, and we are uncertain as to if or when such amounts may be settled. Related to the unrecognized tax benefits considered permanent differences, we have also recorded a liability for potential penalties and interest. Included in the balance of unrecognized tax benefits at September 30, 2013 are $2.4 million of tax benefits that if recognized, would affect the effective tax rate. The Company believes it is reasonably possible that as much as $225,000 of its unrecognized tax benefits may be recognized in the next 12 months as a result of a lapse of the statute of limitations.

Recent Accounting Pronouncements

For a discussion of new accounting pronouncements affecting the Company, refer to Note 2 of Notes to Condensed Consolidated Financial Statements included in Item 1 of this Form 10-Q.

Cyclicality

The labor market and certain of the industries that we serve have historically experienced short-term cyclicality. However, we believe that the economic and strategic value provided by online career websites has led to an overall increase in the use of these services during the most recent labor market cycle. That increased usage has somewhat lessened the impact of cyclicality on our businesses as compared to traditional offline competitors.

Any slowdown in recruitment activity that occurs will negatively impact our revenues and results of operations. Alternatively, a decrease in the unemployment rate or a labor shortage, including as a result of an increase in job turnover, generally means that employers (including our customers) are seeking to hire more individuals, which would generally lead to more job postings and have a positive impact on our revenues and results of operations. Based on historical trends, improvements in labor markets and the need for our services generally lag behind overall economic improvements. Additionally, there has historically been a lag from the time customers begin to increase purchases of our services and the impact to our revenues due to the recognition of revenue occurring over the length of the contract, which can be several months to a year.

The significant increase in the unemployment rate and general reduction in recruitment activity experienced in 2008 through 2009 is an example of how economic conditions can negatively impact our revenues and results of operations. During 2010 and the first half of 2011, we saw improvement in recruitment activity, resulting in revenue and customer growth. From the second half of 2011 into 2013, we saw tougher market conditions in our finance segment and a less urgent recruiting environment for technology professionals. If recruitment activity continues to be slow in 2013 and beyond, our revenues and results of operations will be negatively impacted.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

We have exposure to financial market risks, including changes in foreign currency exchange rates, interest rates, and other relevant market prices.

Foreign Exchange Risk

We conduct business serving 19 markets, in five languages across Europe, Asia, Australia, and North America using the eFinancialCareers name. Rigzone, Slashdot Media and The IT Job Board® also conduct business outside the United States. For the nine month periods ended September 30, 2013 and 2012, approximately 19% and 21% of our revenues, respectively, were earned outside the U.S. and collected in local currency. We are subject to risk for exchange rate fluctuations between such local currencies and the pound sterling and between local currencies and the U.S. dollar and the subsequent translation of the pound sterling to U.S. dollars. We currently do not hedge currency risk. A decrease in foreign exchange rates during a period would result in decreased amounts reported in our Condensed Consolidated Balance Sheets, Condensed Consolidated Statements of Operations, Comprehensive Income, and of Cash Flows. For example, if foreign exchange rates between the pound sterling and U.S. dollar decreased by 1.0%, the impact on our revenues during the nine months ended September 30, 2013 would have been a decrease of approximately $230,000.

The financial statements of our non-U.S. subsidiaries are translated into U.S. dollars using current exchange rates, with gains or losses included in the cumulative translation adjustment account, which is a component of stockholders' equity. As of September 30, 2013 and December 31, 2012, our translation adjustment, net of tax, decreased stockholders' equity by $9.9 million and $9.3 million, respectively. The change from December 31, 2012 to September 30, 2013 is primarily attributable to the position of the U.S. dollar against the pound sterling.

Interest Rate Risk

We have interest rate risk primarily related to borrowings under our Credit Agreement. Borrowings under our Credit Agreement bear interest, at our option, at a LIBOR rate or base rate plus a margin. The margin ranges from 1.75% to 2.50% on the LIBOR loans and 0.75% to 1.50% on the base rate, as determined by our most recent consolidated leverage ratio. As of

September 30, 2013, we had outstanding borrowings of $60.0 million under our Credit Agreement. If interest rates increased by 1.0%, interest expense in the remainder of 2013 on our current borrowings would increase by approximately $150,000.

We also have interest rate risk related to our portfolio of investments and money market accounts. Our investments and money market accounts will produce less income than expected if market interest rates fall.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We have established a system of controls and procedures designed to ensure that information required to be disclosed in our periodic reports filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified by the Exchange Act and in the Securities and Exchange Commission's rules and forms. These disclosure controls and procedures have been evaluated under the direction of our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO") for the period covered by this report. We acquired The IT Job Board® in the third quarter of 2013. The IT Job Board® represented approximately 7% of our total assets as of September 30, 2013 and 2% of our revenues for the three month period ended September 30, 2013. As the acquisition occurred during 2013, the scope of our assessment of the effectiveness of internal control over financial reporting does not include The IT Job Board®. This exclusion is in accordance with the SEC's general guidance that an assessment of a recently acquired business may be omitted from our scope in the year of acquisition. Based on such evaluations, our CEO and CFO have concluded that the disclosure controls and procedures are effective to provide reasonable assurance that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified by the Securities and Exchange Commission, and that such information is accumulated and communicated to management, including the CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Controls

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) under the Exchange Act) occurred during the quarter ended September 30, 2013 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II

Item 1. Legal Proceedings

From time to time we may be involved in disputes or litigation relating to claims arising out of our operations. We are currently not a party to any pending material legal proceedings.

Item 1A. Risk Factors

We have disclosed under the heading "Risk Factors" in our Annual Report on Form 10-K the risk factors which materially affect our business, financial condition or results of operations. There have been no material changes from the risk factors previously disclosed. You should carefully consider the risk factors set forth in the Annual Report on Form 10-K and the other information set forth elsewhere in this Quarterly Report on Form 10-Q. You should be aware that these risk factors and other information may not describe every risk facing our Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

On August 15, 2011, the Company's Board of Directors approved the Stock Repurchase Plan I, a stock repurchase program authorizing the purchase, at the discretion of management, of up to $30 million of the Company's common stock over a one year period. This plan concluded on March 8, 2012.

In March 2012, the Company's Board of Directors approved the Stock Repurchase Plan II, a stock repurchase program that permitted the Company to repurchase up to $65 million of its common stock. This new authorization became effective upon the completion of the Stock Repurchase Plan I on March 8, 2012 and was in effect for one year. This plan expired March 8, 2013.

In January 2013, the Company's Board of Directors approved the Stock Repurchase Plan III, a stock repurchase program that permits the Company to repurchase up to $50 million of its common stock. This new authorization became effective upon the expiration of the Stock Repurchase Plan II on March 8, 2013 and will be in effect for one year. Under the plan, management has discretion in determining the conditions under which shares may be purchased from time to time. During the three months ended September 30, 2013, purchases of the Company's common stock pursuant to the Stock Repurchase Plans were as follows:

Period	(a) Total Number of Shares Purchased [1]	(b) Average Price Paid per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs [2]
July 1 through July 31, 2013	564,900	$ 9.24	564,900	$ 36,638,341
August 1 through August 31, 2013	876,979	8.68	876,979	29,028,680
September 1 through September 30, 2013	1,132,837	8.51	1,132,837	19,384,084
Total	2,574,716	$ 8.73	2,574,716	

[1] No shares of the Company's common stock were purchased other than through a publicly announced plan or program.
[2] The Stock Repurchase Plan I concluded on March 8, 2012, and the Stock Repurchase Plan II commenced on such date. The Stock Repurchase Plan II expired on March 8, 2013, and the Stock Repurchase Plan III commenced on such date.

Item 6. Exhibits

10.1*	Separation Agreement dated as of July 29, 2013 between Dice Holdings, Inc., Dice Inc. and Scot W. Melland.
10.2*	Amendment to Employment Agreement dated as of July 29, 2013 between Dice Inc., Dice Holdings, Inc. and Michael P. Durney.
10.3*	Employment Agreement dated as of October 9, 2013 between Dice Inc. and John J. Roberts.
31.1*	Certification of Michael P. Durney, Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of John J. Roberts, Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Michael P. Durney, Chief Executive Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of John J. Roberts, Chief Financial Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS**	XBRL Instance Document.
101.SCH**	XBRL Taxonomy Extension Schema Document.
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF**	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB**	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE**	XBRL Taxonomy Extension Presentation Linkbase Document.

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* Filed herewith.

** XBRL information is deemed not filed or a part of a registration statement or prospectus for purposes of Sections 11 and 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under such sections.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

	DICE HOLDINGS, INC.
Date: October 29, 2013	Registrant
	/S/ MICHAEL P. DURNEY
	Michael P. Durney President and Chief Executive Officer (Principal Executive Officer)
	/S/ JOHN J. ROBERTS
	John J. Roberts Chief Financial Officer (Principal Financial Officer)

EXHIBIT INDEX

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EXHIBIT 10.1

SEPARATION AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Separation Agreement and General Release of all Claims (this "Agreement") is entered into by and among Dice Holdings, Inc. (the "Company"), Dice, Inc., and Scot W. Melland (the "Executive") (collectively, the "Parties"), and is dated as of July 29, 2013.

WHEREAS, the Executive has been employed by the Company and its subsidiaries pursuant to that certain Employment Agreement, dated as of October 25, 2002, and amended as of July 1, 2003, July 9, 2005 and March 31, 2011, between Dice Inc. and the Executive (as amended from time to time, the "Employment Agreement"); and

WHEREAS, the Company and the Executive have agreed that the Executive shall resign his employment with the Company and its subsidiaries effective as of the close of business on September 30, 2013 (the "Termination Date"); and

WHEREAS, the Company and the Executive have agreed that the Executive shall continue as a member of the Board of Directors (the "Board") of the Company following the Termination Date, subject to removal or termination in accordance with the Certificate of Incorporation and Bylaws of the Company as in effect from time to time; and

WHEREAS, the Company and the Executive have agreed that the Executive shall continue to provide certain consulting services to the Company for a certain period following the Termination Date as described herein.

NOW, THEREFORE, in consideration of the promises, mutual covenants and other good and valuable consideration set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Termination of Employment; Continuation of Board Membership; Consulting Arrangement.

A. The Executive's last day of active employment with the Company and its subsidiaries shall be the Termination Date. For the avoidance of doubt, through the Termination Date, the Executive shall continue to receive the same compensation and perquisites as he is receiving as of the date hereof and shall continue to be eligible to participate in the employee benefit plans and arrangements of the Company and each of its subsidiaries (collectively, the "Company Group"), in accordance with their terms as in effect from time to time.

B. Effective as of the close of business on the Termination Date, the Executive shall be deemed to have resigned from any and all titles, positions, appointments and other positions of responsibility the Executive holds with any member of the Company Group, whether as an officer, director, employee, consultant, independent contractor, trustee, fiduciary, agent or otherwise, other than as a member of the Board. The Executive agrees to take any and all actions and execute any and all documents as are reasonably necessary to effect such resignations. Effective as of the close of business on the Termination Date, the Executive shall have no authority to act on behalf of the Company Group and shall not hold himself out as having such authority, enter into any agreement or incur any obligations on behalf of the Company Group, or otherwise act in an executive or other decision-making capacity with respect to the Company Group, other than in his capacity as a member of the Board.

C. The Executive shall continue as a member of the Board of Directors of the Company following the Termination Date, subject to removal or termination in accordance with the Certificate of Incorporation and Bylaws of the Company as in effect from time to time. Effective October 1, 2013, the Executive shall receive compensation for his service as a member of the Board on the same basis (i.e., cash and equity-based compensation, treating the Executive as a new Board member effective October 1, 2013 for purposes of the initial equity grant) and subject to the same terms and conditions as other non-employee members of the Board who receive compensation from the Company for their Board service.

D. From the date hereof through the Termination Date, the Executive shall cooperate with the Company in good faith to transition his duties and responsibilities to the person who shall succeed the Executive as President and Chief Executive Officer of the Company. During the three-month period following the Termination Date (the "Consulting Period"), the Executive shall be reasonably available (taking into account his other obligations and commitments) to the Board and the Chief Executive Officer of the Company as reasonably requested by them from time to time to provide consulting advisory services (the "Consulting Services"), it being understood that the Executive shall not be required to provide any Consulting Services on more than one day per week. As consideration for the Consulting Services, the Company shall pay the Executive compensation at the rate of $15,000 per month, payable monthly in arrears. The Company shall reimburse the Executive for documented, out-of-pocket expenses reasonably incurred by him in the course of performing his Consulting Services, in accordance with the Company's policies in effect from time to time with respect to business expenses, subject to the Company's requirements with respect to reporting of such expenses. During the Consulting Period, the Executive acknowledges that (i) he shall be an independent contractor of the Company and not an employee of the Company, and nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal-agent or employment relationship between the Company and the Executive, (ii) in such consulting capacity he shall not have any right to act for, represent or otherwise bind the Company or any of its affiliates in any manner, and (iii) in such consulting capacity he shall not be entitled to participate in any employee benefit plans or programs of the Company or any of its affiliates (other than COBRA or other coverage as a former employee may be provided in such plans); provided, however, that the foregoing is not intended to prevent or override the Executive's ability to receive compensation from the Company in his capacity as a member of the Board.

E. The Executive and the Company hereby acknowledge the expectation that the Executive's time commitment to the Company in respect of providing the Consulting Services and his service as a member of the Board shall not exceed twenty percent (20%) of the average level of bona fide services the Executive performed on behalf of the Company during the 36-month period immediately preceding the Termination Date.

2. Certain Payments and Benefits.

A. Pro-Rata Bonus. In consideration for the Executive's entering into this Agreement, the Executive shall remain eligible to receive a pro-rata bonus for calendar year 2013 (based on days elapsed through the Termination Date), based on actual performance of the Company and the Executive through the Termination Date ("Pro-Rata Bonus"). Such Pro-Rata Bonus shall be payable in 2014 at the same time and in the same manner as bonuses are paid to other senior executives of the Company. For the sake of clarity, Executive's bonus shall be computed based on the amount of the bonus pool funding attributable to the financial performance of the Company (and any portion of the bonus pool that is funded automatically), but without any adjustments that the compensation committee of the Board would otherwise be permitted to make (higher or lower) for individual performance of the Executive.

B. COBRA. The Executive shall have rights to continuation of coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") or other applicable law at the Executive's own expense. Except as otherwise provided herein, as of and after the Termination Date, the Executive shall no longer participate in, accrue service credit or have contributions made on his behalf under any employee benefit plan sponsored by any member of the Company Group in respect of periods commencing on and following the Termination Date, including, without limitation, any plan which is intended to qualify under Section 401(a) of the Internal Revenue Code of 1986, as amended, except as may be provided to other non-executive members of the Board. The Executive shall be entitled to all benefits accrued up to the Termination Date to the extent vested, under all employee benefit plans of any member of the Company Group, in accordance with the terms of such plans. Effective as of the Termination Date the Executive shall not be entitled to any other benefits or perquisites from the Company Group, except as may be provided to other non-executive members of the Board.

C. Restrictive Covenant Payment. As additional consideration for Executive's agreement to enter into this Agreement, and specifically for Executive's agreement to extend the duration of his non-competition and non-solicitation obligations as described in Section 5 below, the Company shall pay the Executive the amount of $270,375 (the "Restrictive Covenant Payment"), payable in cash within 10 days following the Effective Date (as defined in Section 8G hereof).

D. Accrued Obligations. As soon as reasonably practicable following the Termination Date, or such earlier date as may be required by applicable state statute or regulation, the Executive shall be entitled to receive the payment and benefits described below (the "Accrued Obligations"):

(a) any annual base salary or other compensation earned but not paid to the Executive prior to the Termination Date with such payment being made on the first regularly scheduled payroll date occurring following the Termination Date;

(b) payment for any accrued but unused vacation days, with such payment being made on the first regularly scheduled payroll date occurring following the Termination Date; and

(c) any legitimate business expenses that remain unreimbursed as of the Termination Date that are submitted for reimbursement in accordance with Company Group policy within 30 days from the Termination Date.

For the avoidance of doubt, the Accrued Obligations described in this Section 2D are not intended to result in any duplication of any payments or benefits described in this Agreement or any compensation or benefits plans, policies, programs, agreements or arrangements of the Company Group. In the event of the Executive's death prior to the payment in full of the Accrued Obligations, subject to compliance with the expense reimbursement policy referenced in Section 2D(c) for the portion of any Accrued Obligations that are legitimate business expenses that remain unreimbursed as of the Termination Date, the unpaid portion of the Accrued Obligations shall be paid, at the time and in the manner specified in this Section 2D, to the Executive's estate.

E. The Executive acknowledges, agrees and confirms that the payments and benefits from and after the Termination Date as set forth in this Agreement includes all compensation due and owing to the Executive from the Company Group with respect to his employment with the Company Group and under the Employment Agreement and from any and all other sources of entitlement from the Company Group, in each case, from and after the Termination Date (except with respect to his continued service as a member of the Board), including but not limited to all wages, salary, commissions, bonuses, incentive payments, equity payments, expense reimbursements, leave, vacation and sick pay, severance pay or any other payments and benefits. The Executive further acknowledges and agrees that the Company Group has satisfied all of its obligations owed to the Executive pursuant to the Employment Agreement and otherwise related to his employment with the Company Group as of and through the date hereof.

F. The Company will pay the Executive's legal fees and expenses incurred in connection with the negotiation and preparation of this Agreement, in an aggregate amount not to exceed $10,000. The Executive agrees that, as provided in Section 4, if he does not provide the Second Release (or if he revokes it such that it does not become irrevocable) within the timeframe contemplated by Section 8G, then he shall be obligated to repay (within 10 days following the last date on which the Second Release was to be provided pursuant to Section 8G) to the Company the payments made by the Company under this Section 2F.

3. Treatment of Equity-Based Awards.

A. Notwithstanding the provisions of the Company's equity plans ("Equity Plans") pursuant to which the Executive has previously received grants of options to purchase Company common stock ("Stock Options") and awards of restricted shares of Company common stock ("Restricted Stock"), and the award agreements evidencing such grants (the "Award Agreements"), the Executive's outstanding awards of Stock Options and Restricted Stock shall continue to vest in accordance with their terms through March 31, 2014, subject to the Executive's continued employment through the Termination Date and continued service as a member of the Board through any applicable vesting date (provided, that the Board shall give due and meaningful consideration to a request by the Executive to accelerate (but shall not be obligated to accelerate) the vesting of any unvested awards of Stock Options and Restricted Stock (which would have otherwise vested by March 31, 2014) in connection with any earlier departure by Executive from the Board). Effective as of March 31, 2014 (or, if earlier, the date that the Executive ceases to be a member of the Board), any then unvested awards of Stock Options and Restricted Stock shall immediately terminate and be cancelled without any consideration therefor (unless otherwise determined by the Board).

B. All Stock Options and shares of Restricted Stock shall immediately vest upon Executive's resignation as a member of the Board following a request from the Company (other than if such termination is for Cause (as defined in the Employment Agreement)).

C. Notwithstanding the terms of the Equity Plans and the Award Agreements relating to outstanding Stock Options, the vested Stock Options may continue to be exercisable (in accordance with all other terms of the Equity Plans and Award Agreements) until the earlier of (i) June 30, 2015 and (ii) the expiration of the originally scheduled term of the applicable Stock Options, and shall thereafter immediately expire and terminate to the extent unexercised.

D. Except as specifically provided herein, the Stock Options and Restricted Stock shall be treated in accordance with the terms of the Equity Plans and the Award Agreements.

4. Release Conditions. For the avoidance of doubt, the Pro-Rata Bonus described in Section 2A, the Restrictive Covenant Payment described in Section 2C, the legal fees reimbursement described in Section 2F and the treatment of the Stock Options and Restricted Stock described in Section 3, are conditioned upon the Executive's execution and delivery of this Agreement (which includes the general waiver and release of claims provided in Section 8 of this Agreement) and non-revocation of such release by the Executive during the seven-day revocation period set forth in Section 8F below, and the execution and delivery and non-revocation of the Second Release described in Section 8G below. Notwithstanding anything to the contrary in this

Agreement, if the Executive does not execute and deliver this Agreement so that it becomes effective in accordance with Section 8F (and the Second Release so that it becomes effective in accordance with Section 8G), then the Executive shall not be entitled to receive any payments or benefits described in Sections 2A, 2C, 2F or 3, and the Company Group shall not have any further obligations to the Executive under this Agreement (including under Sections 2A, 2C, 2F and 3) except as otherwise required by applicable law (and any payments made to the Executive under Sections 2A, 2C, 2F and 3 shall be required to be repaid by the Executive to the Company); provided, that any such revocation shall have no effect on the effective termination of the Executive's employment as of the Termination Date.

5. <u>Survival of Certain Provisions of the Employment Agreement; Extension of Restrictive Covenants</u>.

A. The Executive acknowledges and agrees that, except as otherwise specifically provided in this Agreement, the provisions of the Employment Agreement that are contemplated by their terms to survive the Termination Date (including, without limitation, the non-competition covenant in Section 5(a) thereof and the non-solicitation covenant in Section 5(b) thereof) shall remain in full force and effect and are incorporated herein as binding material terms, and the Executive shall remain subject to the obligations contained therein regardless of whether the Executive signs or revokes this Agreement; provided, that the parties hereto agree that (i) the duration of the covenants set forth in Sections 5(a) and 5(b) of the Employment Agreement shall be extended and apply until the expiration of the 18-month period following the Termination Date, (ii) for purposes of Section 5(a) of the Employment Agreement only, "the business of the Company" shall be limited to the businesses in which the Company (or any of its subsidiaries) participate as of the Termination Date (or in which the Executive knows that the Company or any of its subsidiaries have as of the Termination Date taken affirmative steps to enter (including Board presentations or action, or corporate planning at the senior management level)), and (iii) notwithstanding anything in Section 5(a) of the Employment Agreement to the contrary, the Executive shall be permitted to provide services to a person or entity that is engaged in a business that is competitive with the business of the Company so long as (x) the Executive does not provide services in respect of such competitive business and (y) the Executive does not have any supervisory responsibility for or otherwise advise or give any relevant information to any personnel of such competitive business) . The Executive hereby agrees that prior to commencing employment with, or commencing to provide services to, any other person or entity during any period during which the Executive remains subject to any of the covenants set forth in Section 5 of the Employment Agreement (as modified by this Agreement), the Executive shall provide such employer with written notice of such provisions of the Employment Agreement and this Agreement (which may be effected by advising such prospective employer of the location of the publicly filed agreements) with a copy of such notice or advice delivered simultaneously to the Company, and the Executive authorizes the Company Group to do the same.

B. Notwithstanding anything herein or in the Employment Agreement to the contrary, the Parties acknowledge and agree that Section 13 of the Employment Agreement (*Indemnification*) shall survive the Termination Date and shall remain in full force and effect.

6. <u>Non-Disparagement; Confidentiality; Return of Property</u>. Without limiting the generality of Section 5 hereof (including the application of the surviving provisions of the Employment Agreement), the Executive further agrees as follows:

A. The Executive hereby agrees from the date hereof through the expiration of the 18-month period following the Termination Date (a) not to participate or engage in any trade or commercial disparagement of the business or operations of any member of the Company Group; and (b) not to make any disparaging remarks or communications of any type concerning any member of the Company Group or any of the officers, directors, employees, partners, members, managers, shareholders or agents of any member of the Company Group. Nothing in this Section 6A shall not prohibit disclosure (i) as may be ordered by any regulatory agency or court or as required by other lawful process, or (ii) as may be necessary for the prosecution of claims relating to the performance or enforcement of this Agreement.

B. The Executive hereby agrees not to disclose, make known, discuss or relay any of the discussions leading up to this Agreement, to anyone other than members of the Executive's immediate family and/or the Executive's tax advisor or attorney, provided that those to whom the Executive makes such disclosure agree to keep said information confidential and not disclose it to others. The Company hereby agrees not to disclose, make known, discuss or relay any of the discussions leading up to this Agreement, to anyone other than the Company's tax advisor or attorney, provided that those to whom the Company makes such disclosure agree to keep said information confidential and not disclose it to others. The foregoing shall not prohibit disclosure (i) as may be ordered by any regulatory agency or court or as required by other lawful process, or (ii) as may be necessary for the prosecution of claims relating to the performance or enforcement of this Agreement.

C. The Executive hereby agrees to deliver to the Company as soon as practicable and in no event later than the Termination Date, and retain no copies of, any memoranda, notes, lists, records and other documents or papers (and all copies thereof), including items stored in computer memories, in smartphones, on microfilm or by other means, made or compiled by the Executive, or made available to the Executive relating to the Company Group, its business or the Executive's position at the Company Group, and all equipment and property of any member of the Company Group which may be in the Executive's possession or under the Executive's control, whether at the Company Group's offices, the Executive's home or elsewhere, including all such papers, work papers, notes, documents, telephones, computers and any other equipment in the Executive's possession. The Executive agrees that all such material is and shall remain the property of the Company Group. Notwithstanding anything herein to the contrary, the Executive shall be permitted to retain and utilize for his personal use (i) his Company-provided cellular telephone and shall be permitted to retain his cell phone number (which the Company will promptly following the Termination Date transfer to the Executive), (ii) copies of publicly-filed documents, and personnel and benefits-type documents applicable to the Executive, and (iii) his rolodex (including any electronic version thereof).

7. Remedies and Injunctive Relief. The Executive acknowledges that he has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed upon him pursuant to Sections 5 and 6 hereof. The Executive agrees without reservation that each of the restraints contained herein is necessary for the reasonable and proper protection of the goodwill, confidential information and other legitimate interests of the Company Group; that each and every one of those restraints is reasonable in respect to subject matter, length of time and geographic area; and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by these restraints. The Executive therefore agrees that the Company Group, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the Executive of any of said covenants, without having to post bond. The Parties further agree that, in the event that any provision of Sections 5 or 6 hereof shall be determined by a court of competent jurisdiction to be

unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

8. Acknowledgment and Release.

A. In consideration of the Company's agreement to provide the Executive with compensation and benefits under this Agreement to which the Executive would not otherwise be entitled (in the absence of the Executive's agreement to the terms of this Section 8), and except with respect to the Executive's and the Company's obligations arising under or preserved in this Agreement, the Executive, for and on behalf of himself and his heirs and assigns, hereby waives and releases any common law, statutory or other complaints, claims, charges or causes of action arising out of or relating to the Executive's employment or termination of employment with, or his serving in any capacity in respect of, any member of the Company Group, both known and unknown, in law or in equity, which the Executive may now have or ever had against any member of the Company Group or any shareholder, partner, member, employee, director, manager, agent or officer of any member of the Company Group (collectively, the "Releasees") from the beginning of time to the date hereof. This includes, but is not limited to, (i) any claim for any severance benefit which but for this Agreement might have been due the Executive under any previous agreement executed by and between any member of the Company Group and the Executive; (ii) any discrimination claim based on race, religion, color, national origin, age, sex, sexual orientation or preference, disability, or other protected class, or retaliation; (iii) any complaint, charge or cause of action arising out of his employment with the Company Group under the Age Discrimination in Employment Act of 1967 ("ADEA"), the National Labor Relations Act, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Employee Retirement Income Security Act of 1974, the Equal Pay Act of 1963, the Family and Medical Leave Act of 1993, the Worker Adjustment and Retraining Notification Act of 1988, and the Sarbanes-Oxley Act of 2002, all as amended; (iv) any claim for wrongful termination, back pay, future wage loss, and injury subject to relief under the Workers' Compensation Act; and (v) any claim under any other common law, public policy, contract (whether oral or written, express or implied) or tort law and/or any other local, state or federal law, regulation or ordinance. By signing this Agreement the Executive acknowledges that he intends to waive and release any rights known or unknown he may have against the Releasees under these and any other laws.

B. Notwithstanding Section 8A, all of the Executive's rights to (i) indemnification under the Employment Agreement, By-Laws and/or Charter or Certificate of Incorporation of any member of the Company Group; (ii) the payments and benefits under this Agreement; (iii) accrued vested benefits under employee benefit plans of the Company Group subject to the terms and conditions of such plans and applicable law; (iv) coverage under the Company's directors and officers liability insurance policy in accordance with the terms of such policy; and (v) bring claims that may not be released by law, in each case under (i), (ii), (iii), (iv), and (v) shall continue.

C. The Executive acknowledges that he has not filed any complaint, charge, claim or proceeding against any of the Releasees before any local, state or federal agency, court or other body relating to his employment or the termination thereof (each individually a "Proceeding"). The Executive represents that he is not aware of any basis on which such a Proceeding could reasonably be instituted. The Company acknowledges that it has not filed any complaint, charge, claim or proceeding against the Executive before any local, state or federal agency, court or other body relating to his employment or the termination thereof, and represents that it is not aware of any basis on which such a complaint, charge, claim or proceeding could reasonably be instituted.

D. The Executive (i) acknowledges that he will not initiate or cause to be initiated on his behalf any Proceeding and will not participate in any Proceeding, in each case, except as required by law; and (ii) waives any right he may have to benefit in any manner from any relief (whether monetary or otherwise) arising out of any Proceeding, including any Proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"). Further, the Executive understands that by entering into this Agreement, he will be limiting the availability of certain remedies that he may have against the Company Group and also limiting his ability to pursue certain claims against the Releasees. Notwithstanding the above, nothing in this Section 8 shall prevent the Executive from (i) initiating or causing to be initiated on his behalf any complaint or Proceeding against the Company Group before any local, state or federal agency, court or other body challenging the validity of the waiver of his claims under ADEA contained in this Agreement (but no other portion of such waiver), or (ii) initiating or participating in an investigation or Proceeding conducted by the EEOC.

E. The Executive acknowledges that he has been given twenty-one (21) days from the date of receipt of this Agreement to consider all the provisions of this Agreement and, if he executes this Agreement prior to the expiration of such twenty-one (21) day period, he does hereby knowingly and voluntarily waive said twenty-one (21) day period. The Parties each agree that the modifications to this Agreement from the version previously distributed to the Executive do not restart such twenty-one (21) day period. THE EXECUTIVE FURTHER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT CAREFULLY, HAS BEEN ADVISED BY THE COMPANY GROUP TO CONSULT AN ATTORNEY, AND FULLY UNDERSTANDS THAT BY SIGNING BELOW HE IS GIVING UP CERTAIN RIGHTS WHICH HE MAY HAVE TO SUE OR ASSERT A CLAIM AGAINST ANY OF THE RELEASEES, AS DESCRIBED IN THIS SECTION 8 AND THE OTHER PROVISIONS HEREOF. THE EXECUTIVE ACKNOWLEDGES THAT HE HAS NOT BEEN FORCED OR PRESSURED IN ANY MANNER WHATSOEVER TO SIGN THIS AGREEMENT AND THE EXECUTIVE AGREES TO ALL OF ITS TERMS VOLUNTARILY.

F. The Executive shall have seven (7) days from the date of his execution of this Agreement to revoke this Agreement, including the release given under this Section 8 with respect to all claims referred to herein (including, without limitation, any and all claims arising under ADEA). If not so revoked during such seven-day period, this Agreement shall become effective on the eighth (8th) day following the Executive's execution of this Agreement. If the Executive revokes this Agreement including, without limitation, the release given under this Section 8 (or the Second Release), the Executive will be deemed not to have accepted the terms of this Agreement, including any action required of the Company Group by any Section of this Agreement. For the sake of clarity, no payments or benefits under Section 2A, 2C or 3 shall be provided unless and until the release provided under this Section 8 and the Second Release have been delivered and become irrevocable.

G. The Executive further agrees that he will execute and deliver, as within 45 days following the Termination Date, a second waiver and general release in the form attached hereto as Exhibit A (the "Second Release"). For purposes hereof, the date of effectiveness of the Second Release shall be referred to as the "Effective Date."

9. Representations of the Executive; Advice of Counsel. The Executive represents, warrants and covenants that as of the date hereof (i) the Executive has the full right, authority and capacity to enter into this Agreement and perform the Executive's obligations hereunder, (ii) the Executive is not bound by any agreement that conflicts with or prevents or restricts the full performance of the Executive's duties and obligations to the Company Group hereunder and (iii) the execution and delivery of this Agreement shall not result in any breach or violation of, or a default under, any existing obligation, commitment or agreement to which the Executive is subject.

B. Prior to execution of this Agreement, the Executive was advised by the Company Group of the Executive's right to seek independent advice from an attorney of the Executive's own selection regarding this Agreement. The Executive acknowledges that the Executive has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. The Executive further represents that in entering into this Agreement, the Executive is not relying on any statements or representations made by any of the Company Group's directors, managers, officers, employees, members, shareholders, partners or agents which are not expressly set forth herein, and that the Executive is relying only upon the Executive's own judgment and any advice provided by the Executive's attorney. The Executive acknowledges that except as set forth expressly herein, no promises or representations have been made to him in connection with his separation from the Company Group, or the terms of this Agreement.

10. Miscellaneous.

A. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by reputable overnight courier service or mailed by first class mail, return receipt requested, to the recipient at the address below indicated:

If to the Company Group:

Dice Holdings, Inc.
1040 Avenue of the Americas, 16th Floor
New York, New York 10018
Attn: General Counsel

If to the Executive:

Scot W. Melland
417 Silvermine Road
New Canaan, CT 06840

With a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attn: Jordan A. Messinger

or such other address or to the attention of such other person as the recipient Party shall have specified by prior written notice to the sending Party. Any notice under this Agreement shall be deemed to have been given when so delivered, sent or mailed.

B. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors and permitted assigns. This Agreement is personal to the Executive and shall not be assignable by the Executive, except for the assignment by will or the laws of descent and distribution of any accrued pecuniary interest of the Executive, and any assignment in violation of this Agreement shall be void.

C. Taxes. The Executive shall be responsible for the payment of any and all required federal, state, local and foreign taxes incurred, or to be incurred, in connection with any amounts payable to the Executive under this Agreement (including self-employment taxes in respect of compensation payments for his Board service and the Consulting Services). Notwithstanding any other provision of this Agreement, the Company Group may withhold from amounts payable under this Agreement all federal, state, local and foreign taxes, including without limitation any applicable employment taxes that are required to be withheld by applicable laws and regulations.

D. Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and conditions of this Agreement shall be unaffected and shall remain in full force and effect. In addition, if any provision is determined to be invalid or unenforceable due to its duration and/or scope, the duration and/or scope of such provision, as the case may be, shall be reduced, such reduction shall be to the smallest extent necessary to comply with applicable law, and such provision shall be enforceable, in its reduced form, to the fullest extent permitted by applicable law.

E. Non-Admission of Wrongdoing. Nothing contained in this Agreement shall be deemed or construed as an admission of wrongdoing or liability on the part of the Executive or on the part of any member of the Company Group.

F. Governing Law; Venue; Waiver of Trial by Jury. This Agreement shall be deemed to be made in the State of New York, and the validity, interpretation, construction and performance of this Agreement in all respects shall be governed by the laws of the State of New York without regard to its principles of conflicts of law. No provision of this Agreement or any related document will be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision. Except as otherwise specifically provided herein, the Executive and the Company each hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York (or, if subject matter jurisdiction in that court is not available, in any state court located within the Borough of Manhattan, New York) over any dispute arising out of or relating to this Agreement. Except as otherwise specifically provided in this Agreement, the Parties undertake not to commence any suit, action or proceeding arising out of or relating to this Agreement in a forum other than a forum described in this Section 10F; provided, however, that nothing herein shall preclude the Company from bringing any suit, action or proceeding in any other court for the purposes of enforcing the provisions of this Section 10F or enforcing any judgment obtained by the Company. The agreement of the Parties to the forum described in this Section 10 is independent of the law that may be applied in any suit, action, or proceeding and the Parties agree to such forum even if such forum may under applicable law choose to apply non-forum law. The Parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter have to personal jurisdiction or to the laying of venue of any such suit, action or proceeding brought in an applicable court described in this Section 10F, and the Parties agree that they shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court. The Parties agree that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any suit, action or proceeding brought in any applicable court described in this Section 10F shall be conclusive and binding upon the Parties and may be enforced in any other jurisdiction. The Parties hereto irrevocably consent to the service of any and all process in any suit, action or proceeding arising out of or relating to this Agreement by the mailing of copies of such process to such party at such party's address specified in Section 10A. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding arising out of or relating to this Agreement. Each party hereto (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any action, suit or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party hereto has been induced to enter into this Agreement by, among other things, the mutual waiver and certifications in this Section 10F. Each party shall bear its own costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with any dispute arising out of or relating to this Agreement (except to the extent that a court orders one of the parties to pay the fees, costs and expenses of the other party).

G. Entire Agreement. This Agreement and the provisions of the Employment Agreement incorporated herein, the Equity Plans and the Award Agreements are the entire agreement between the Parties with respect to the subject matter hereof and contains all agreements, whether written, oral, express or implied, between the Parties relating thereto and supersedes and extinguishes any other agreement relating thereto, whether written, oral, express or implied, between the Parties or between any member of the Company Group and the Executive. For the avoidance of doubt, the Executive reaffirms his understanding that the waiver and release provided in Section 8A of this Agreement (and the Second Release) will prevent the Executive from receiving, under any agreement other than this Agreement, any severance or similar payments or benefits from the Company Group including without limitation under any other prior agreements, whether written, oral, express or implied. Other than this Agreement and the provisions of the Employment Agreement incorporated herein, there are no agreements of any nature whatsoever between the Executive and the Company Group that survive this Agreement. This Agreement may not be modified or amended, nor may any rights under this Agreement be waived, except in a writing signed and agreed to by the Parties.

H. Counterparts. This Agreement may be executed by one or more of the Parties hereto on any number of separate counterparts and all such counterparts shall be deemed to be one and the same instrument. Each Party hereto confirms that any facsimile copy of such Party's executed counterpart of this Agreement (or its signature page thereof) shall be deemed to be an executed original thereof.

11. Section 409A.

A. This Agreement is intended to satisfy the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") with respect to amounts, if any, subject thereto and shall be interpreted and construed and shall be performed by the Parties consistent with such intent. If either Party in good faith notifies the other in writing that one or more or the provisions of this Agreement contravenes any Treasury Regulations or guidance promulgated under Section 409A or causes any amounts to be subject to interest, additional tax or penalties under Section 409A, the Parties shall promptly and reasonably consult with each other, and shall use their efforts to reform the provisions of this Agreement, as appropriate, to (a) maintain to the extent reasonably practicable the original intent of the applicable provisions without violating the provisions of Section 409A or increasing the costs to the Company Group and (b) to the extent reasonably practicable, to avoid the imposition of any interest, additional tax or other penalties under Section 409A upon the Executive or the Company. Notwithstanding the foregoing, in no event shall any member of the Company Group indemnify or be responsible for any taxes imposed on the Executive under Section 409A.

B. Any payment or benefit due upon a termination of the Executive's employment that represents a "deferral of compensation" within the meaning of Section 409A shall be paid or provided to the Executive only upon a "separation from service" as defined in Treasury Regulation § 1.409A-1(h). Each payment made under this Agreement shall be deemed to be a separate payment for purposes of Section 409A. Amounts payable under this Agreement shall be deemed not to be a "deferral of compensation" subject to Section 409A to the extent provided in the exceptions in Treasury Regulation § 1.409A-1(b)(4) ("short-term deferrals") and (b)(9) ("separation pay plans," including the exception under subparagraph (iii)) and other applicable provisions of Treasury Regulation § 1.409A-1 through A-6.

C. Notwithstanding anything to the contrary in this Agreement or elsewhere, any payment or benefit under this Agreement or otherwise that is exempt from Section 409A pursuant to Treasury Regulation § 1.409A-1(b)(9)(v)(A) or (C) (relating to certain reimbursements and in-kind benefits) shall be paid or provided to the Executive only to the extent that the expenses are not incurred, or the benefits are not provided, beyond the last day of the second calendar year following the calendar year in which the Executive's "separation from service" occurs; and provided further that such expenses are reimbursed no later than the last day of the third calendar year following the calendar year in which the Executive's "separation from service" occurs. To the extent any expense reimbursement or the provision of any in-kind benefit is determined to be subject to Section 409A (and not exempt pursuant to the prior sentence or otherwise), the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit, in one calendar year shall not affect the expenses eligible for reimbursement in any other calendar year, in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which the Executive incurred such expenses, and in no event shall any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the day and the year first above written.

DICE HOLDINGS, INC.

By: /S/ Brian P. Campbell
Name: Brian P. Campbell
Title: Vice President and General Counsel

DICE, INC.

By: /S/ Brian P. Campbell
Name: Brian P. Campbell
Title: Vice President and General Counsel

SCOT W. MELLAND

By: /S/ Scot W. Melland

Date: July 29, 2013

Exhibit A

Release of Claims

Capitalized terms used in this Release of Claims (this "Release") that are not defined herein have the meanings given to them in that certain Separation Agreement and General Release of all Claims Agreement (the "Agreement"), dated as of July 29, 2013, by and among Dice Holdings, Inc., Dice, Inc. and Scot W. Melland.

A. In consideration of the Company's agreement to provide the Executive with compensation and benefits under the Agreement to which the Executive would not otherwise be entitled (in the absence of the Executive's agreement to the terms of this Release), and except with respect to the Executive's and the Company's obligations arising under or preserved in this Agreement, the Executive, for and on behalf of himself and his heirs and assigns, hereby waives and releases any common law, statutory or other complaints, claims, charges or causes of action arising out of or relating to the Executive's employment or termination of employment with, or his serving in any capacity in respect of, any member of the Company Group, both known and unknown, in law or in equity, which the Executive may now have or ever had against any member of the Company Group or any shareholder, partner, member, employee, director, manager, agent or officer of any member of the Company Group (collectively, the "Releasees") from the beginning of time to the date hereof. This includes, but is not limited to, (i) any claim for any severance benefit which but for this Agreement might have been due the Executive under any previous agreement executed by and between any member of the Company Group and the Executive; (ii) any discrimination claim based on race, religion, color, national origin, age, sex, sexual orientation or preference, disability, or other protected class, or retaliation; (iii) any complaint, charge or cause of action arising out of his employment with the Company Group under the Age Discrimination in Employment Act of 1967 ("ADEA"), the National Labor Relations Act, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Employee Retirement Income Security Act of 1974, the Equal Pay Act of 1963, the Family and Medical Leave Act of 1993, the Worker Adjustment and Retraining Notification Act of 1988, and the Sarbanes-Oxley Act of 2002, all as amended; (iv) any claim for wrongful termination, back pay, future wage loss, and injury subject to relief under the Workers' Compensation Act; and (v) any claim under any other common law, public policy, contract (whether oral or written, express or implied) or tort law and/or any other local, state or federal law, regulation or ordinance. By signing this Agreement the Executive acknowledges that he intends to waive and release any rights known or unknown he may have against the Releasees under these and any other laws.

B. Notwithstanding paragraph A, all of the Executive's rights to (i) indemnification under the Employment Agreement, By-Laws and/or Charter or Certificate of Incorporation of any member of the Company Group; (ii) the payments and benefits under the Agreement; (iii) accrued vested benefits under employee benefit plans of the Company Group subject to the terms and conditions of such plans and applicable law; (iv) coverage under the Company's directors and officers liability insurance policy in accordance with the terms of such policy; and (v) bring claims that may not be released by law, in each case under (i), (ii), (iii), (iv), and (v) shall continue.

C. The Executive acknowledges that he has not filed any complaint, charge, claim or proceeding against any of the Releasees before any local, state or federal agency, court or other body relating to his employment or the termination thereof (each individually a

"Proceeding"). The Executive represents that he is not aware of any basis on which such a Proceeding could reasonably be instituted.

D. The Executive (i) acknowledges that he will not initiate or cause to be initiated on his behalf any Proceeding and will not participate in any Proceeding, in each case, except as required by law; and (ii) waives any right he may have to benefit in any manner from any relief (whether monetary or otherwise) arising out of any Proceeding, including any Proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"). Further, the Executive understands that by entering into this Release, he will be limiting the availability of certain remedies that he may have against the Company Group and also limiting his ability to pursue certain claims against the Releasees. Notwithstanding the above, nothing in this Release shall prevent the Executive from (i) initiating or causing to be initiated on his behalf any complaint or Proceeding against the Company Group before any local, state or federal agency, court or other body challenging the validity of the waiver of his claims under ADEA contained in this Release (but no other portion of such waiver), or (ii) initiating or participating in an investigation or Proceeding conducted by the EEOC.

E. The Executive acknowledges that he has been given twenty-one (21) days from the date of receipt of this Release to consider all the provisions of this Release and, if he executes this Release prior to the expiration of such twenty-one (21) day period, he does hereby knowingly and voluntarily waive said twenty-one (21) day period. The Parties each agree that the modifications to this Release from the version previously distributed to the Executive do not restart such twenty-one (21) day period. THE EXECUTIVE FURTHER ACKNOWLEDGES THAT HE HAS READ THIS RELEASE AND THE AGREEMENT CAREFULLY, HAS BEEN ADVISED BY THE COMPANY GROUP TO CONSULT AN ATTORNEY, AND FULLY UNDERSTANDS THAT BY SIGNING BELOW HE IS GIVING UP CERTAIN RIGHTS WHICH HE MAY HAVE TO SUE OR ASSERT A CLAIM AGAINST ANY OF THE RELEASEES, AS DESCRIBED IN THIS RELEASE AND THE OTHER PROVISIONS HEREOF. THE EXECUTIVE ACKNOWLEDGES THAT HE HAS NOT BEEN FORCED OR PRESSURED IN ANY MANNER WHATSOEVER TO SIGN THIS AGREEMENT AND THE EXECUTIVE AGREES TO ALL OF ITS TERMS VOLUNTARILY.

F. The Executive shall have seven (7) days from the date of his execution of this Release to revoke this Release with respect to all claims referred to herein (including, without limitation, any and all claims arising under ADEA). If not so revoked during such seven-day period, this Release shall become effective on the eighth (8th) day following the Executive's execution of this Release. If the Executive revokes this Release, the Executive will be deemed not to have accepted the terms of the Agreement, including any action required of the Company Group by any Section of the Agreement. For the sake of clarity, no payments or benefits under Section 2A, 2C or 3 of the Agreement shall be provided unless and until the Release has been delivered and become irrevocable.

/s/ Scot W. Melland
Scot W. Melland
Date: 10/1/13 (not to be signed before October 1, 2013)

EXHIBIT 10.2

AMENDMENT TO
EMPLOYMENT AGREEMENT

This **AMENDMENT** (this "Amendment") to the Employment Agreement (the "Employment Agreement"), dated as of April 20, 2000, and as previously amended on March 1, 2001 and March 31, 2011, between EarthWeb Inc., a Delaware corporation (which subsequently changed its name to Dice Inc. (the "Company")), Dice Holdings, Inc., the parent of the Company ("Dice Holdings"), and Michael P. Durney ("Employee") is dated as of July 29, 2013.

WHEREAS, the Company and Employee wish to amend the Employment Agreement to provide for revised compensation terms in connection with the announcement that Employee will become the new President and Chief Executive Officer of Dice Holdings and the Company.

NOW, THEREFORE, in consideration of the mutual agreements and understandings set forth herein, the parties hereby agree as follows:

1. Except as defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Employment Agreement.

2. Amendment of Addendum to Employment Agreement.

(a) The Addendum is hereby amended by revising the Annual Base Salary to be increased, effective as of October 1, 2013, to $500,000.

(b) The Addendum is hereby further amended by revising Employee's target annual cash bonus to be increased, effective as of October 1, 2013, to 100% of his Annual Base Salary.

(c) The Addendum is hereby further amended by providing for additional equity grants as follows: Effective on July 24, 2013 ("Date of Grant"), pursuant to the terms and conditions of the Dice Holdings, Inc. 2012 Omnibus Equity Award Plan (the "Plan"), Employee shall be granted (1) options to purchase 225,000 shares of Dice Holdings common stock (the "Options") with an exercise price per share equal to $9.27 (the closing price on the Date of Grant), and (2) 80,000 shares of restricted common stock of Dice Holdings (the "Restricted Stock"); and that the Options shall have a 7-year term, and vest 25% on the first anniversary of the Date of Grant and ratably quarterly thereafter, and the Restricted Stock shall vest 25% on each of the first four anniversaries of the Date of Grant, and the Options and Restricted Stock shall have such other terms as provided in Dice Holdings' standard form of option and restricted stock agreements for grants under the Plan, respectively.

3. Continuing Effect of Employment Agreement. Except as expressly modified hereby, the provisions of the Employment Agreement (including the Addendum thereto) are and shall remain in full force and effect.

4. Governing Law. This Amendment shall be governed by, construed under, and interpreted in accordance with the laws of the State of New York applicable to agreements made and to be wholly performed within that State, without regard to its conflict of laws provisions or any conflict of laws provisions of any other jurisdiction which would cause the application of any law other than that of the State of New York.

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment on the date first written above.

DICE INC.

By: /S/ BRIAN P. CAMPBELL
Name: Brian P. Campbell
Title: Vice President and General Counsel

DICE HOLDINGS, INC.

By: /S/ BRIAN P. CAMPBELL
Name: Brian P. Campbell
Title: Vice President and General Counsel

EMPLOYEE

/S/ MICHAEL P. DURNEY
Michael P. Durney

[Signature page to amendment to Employment Agreement between the Company and Michael P. Durney]

EXHIBIT 10.3

EMPLOYMENT AGREEMENT

THIS AGREEMENT, dated as of October _9_, 2013, is between Dice Inc., a Delaware corporation (the "Company"), with its principal place of business at 1040 Avenue of the Americas, New York, NY, and John J. Roberts, an individual residing at ____ (the "Employee").

In consideration of the Company securing the services of the Employee and the Employee's undertaking employment with the Company, the Company and the Employee hereby agree to be bound by and comply with the following terms and conditions and agree as follows:

Section 1. At-Will Employment. Employee acknowledges and agrees that his employment status is that of an employee-at-will and that Employee's employment may be terminated by the Company or the Employee at any time with or without cause, subject to the terms and conditions in the Addendum hereto.

Section 2. Compensation. In consideration of the services to be rendered hereunder, the Employee shall be paid in accordance with the Addendum hereto.

Section 3. Employee Inventions and Ideas.

(a) The Employee will maintain current and adequate written records on the development of, and disclose to the Company, all Inventions (as defined herein). "Inventions" shall mean all ideas, potential marketing and sales relationships, inventions, copyrightable expression, research, plans for products or services, marketing plans, computer software (including, without limitation, source code), computer programs, original works of authorship, characters, know-how, trade secrets, information, data, developments, discoveries, improvements, modifications, technology, algorithms and designs, whether or not subject to patent or copyright protection, made, conceived, expressed, developed, or actually or constructively reduced to practice by the Employee solely or jointly with others during the term of the Employee's employment with the Company, which refer to, are suggested by, or result from any work which the Employee may do during his employment, or from any information obtained from the Company or any affiliate of the Company.

(b) The Inventions shall be the exclusive property of the Company, and the Employee acknowledges that all of said Inventions shall be considered as "work made for hire" belonging to the Company. To the extent that any such Inventions, under applicable law, may not be considered work made for hire by the Employee for the Company, the Employee hereby agrees to assign and, upon its creation, automatically and irrevocably assigns to the Company, without any further consideration, all right, title and interest in and to such materials, including, without limitation, any copyright, other intellectual property rights, moral rights, all contract and licensing rights, and all claims and causes of action of any kind with respect to such materials. The

Company shall have the exclusive right to use the Inventions, whether original or derivative, for all purposes without additional compensation to the Employee. At the Company's expense, the Employee will assist the Company in every proper way to perfect the Company's rights in the Inventions and to protect the Inventions throughout the world, including, without limitation, executing in favor of the Company or any designee(s) of Company patent, copyright, and other applications and assignments relating to the Inventions. The Employee agrees not to challenge the validity of the ownership by the Company or its designee(s) in the Inventions.

(c) Should the Company be unable to secure the Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, whether due to the Employee's mental or physical incapacity or any other cause, the Employee hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as the Employee's agent and attorney in fact, to act for and in the Employee's behalf and stead and to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Employee.

Section 4. Proprietary Information.

(a) The Employee will not disclose or use, at any time either during or after the term of employment, except at the request of the Company or an affiliate of the Company, any Confidential Information (as herein defined). "Confidential Information" shall mean all Company proprietary information, technical data, trade secrets, and know-how, including, without limitation, research, product plans, customer lists, customer preferences, marketing plans and strategies, software, development, inventions, discoveries, processes, ideas, formulas, algorithms, technology, designs, drawings, business strategies and financial data and information, including, but not limited to Inventions, whether or not marked as "Confidential." "Confidential Information" shall also mean any and all information received by the Company from customers, vendors and independent contractors of the Company or other third parties subject to a duty to be kept confidential.

(b) The Employee hereby acknowledges and agrees that all personal property, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or materials, or copies thereof, Confidential Information as defined in Section 4(a) above, and equipment furnished to or prepared by the Employee in the course of or incident to his employment, including, without limitation, records and any other materials pertaining to Inventions, belong to the Company and shall be promptly returned to the Company upon termination of employment. Following termination, the Employee will not retain any written or other tangible or electronic material containing any Confidential Information or information pertaining to any Invention.

Section 5. Limited Agreement Not to Compete.

(a) While employed by the Company and for a period of twelve (12) months after the termination of the Employee's employment with the Company, the Employee shall not, directly or indirectly, as an employee, employer, consultant, agent, principal, partner, manager, stockholder, officer, director, or in any other individual or representative capacity, engage or participate in any business that is competitive with the business of the Company. Notwithstanding the foregoing, the Employee may own less than two percent (2%) of any class of stock or security of any corporation, which competes with the Company listed on a national securities exchange.

(b) While employed by the Company and for a period of twelve (12) months after the termination of the Employee's employment with the Company, the Employee shall not, directly or indirectly, solicit for employment any person who was employed by the Company at the time of the Employee's termination from the Company.

Section 6. Company Resources. Other than incidental personal use, the Employee may not use any Company equipment for personal purposes without written permission from the Company. The Employee may not give access to the Company's offices or files to any person not in the employ of the Company without written permission of the Company.

Section 7. Post-Termination Period. Because of the difficulty of establishing when any idea, process or invention is first conceived or developed by the Employee, or whether it results from access to Confidential Information or the Company's equipment, facilities, and data, the Employee agrees that any idea, invention, research, plan for products or services, marketing plan, computer software (including, without limitation, source code), computer program, original work of authorship, character, know-how, trade secret, information, data, developments, discoveries, technology, algorithm, design, patent or copyright, or any improvement, rights, or claims relating to the foregoing, shall be presumed to be an Invention if it is conceived, developed, used, sold, exploited or reduced to practice by the Employee or with the aid of the Employee within one (1) year after termination of employment. The Employee can rebut the above presumption if he proves the idea, process or invention (i) was first conceived or developed after termination of employment, (ii) was conceived or developed entirely on the Employee's own time without using the Company's equipment, supplies, facilities, personnel or Confidential Information, and (iii) did not result from or is not derived directly or indirectly, from any work performed by the Employee for the Company or from work performed by another employee of the Company to which the Employee had access.

Section 8. Injunctive Relief. The Employee agrees that the remedy at law for any breach of the provisions of Section 3, Section 4 or Section 5 of this Agreement shall be inadequate, the Company will suffer immediate and irreparable harm, and the Company shall be entitled to injunctive relief in addition to any other remedy at law which the Company may have.

Section 9. Severability. In the event any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the other provisions of this Agreement shall remain in full force and effect.

Section 10. Survival. Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 and the Addendum survive the termination of this Agreement.

Section 11. Representations and Warranties. The Employee represents and warrants that the Employee is not under any obligation to any third party which could interfere with the Employee's performance under this Agreement, and that the Employee's performance of his obligations to the Company during the term of his employment with the Company will not breach any agreement by which the Employee is bound not to disclose any proprietary information including, without limitation, that of former employers; provided that notwithstanding the foregoing, in the event employee determines that an action which the Company requests him to pursue would cause him to violate any such agreement, so informs the Company, and the Company instructs him to proceed with such action, Employees proceeding with such action shall not be deemed to be a violation of this representation and warranty.

Section 12. Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflict of law rules.

Section 13. General. This Agreement supersedes and replaces any existing agreement between the Employee and the Company relating generally to the same subject matter, and may be modified only in a writing signed by the parties hereto. Failure to enforce any provision of the Agreement shall not constitute a waiver of any term herein. This Agreement contains the entire agreement between the parties with respect to the subject matter herein. The Employee agrees that he will not assign, transfer, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement. Any purported assignment, transfer, or disposition shall be null and void. Nothing contained in this Agreement shall prevent the consolidation of the Company with, or its merger into, any other corporation, or the sale by the Company of all or substantially all of its properties or assets, or the assignment by the Company of this Agreement and the performance of its obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated.

Section 14. Employee Acknowledgment. The Employee acknowledges (i) that he has consulted with or has had the opportunity to consult with independent counsel of his own choice concerning this Agreement and has been advised to do so by the Company, and (ii) that he has read and understands the Agreement, is fully aware of its legal effect, and has entered into it freely based on his own judgment.

AGREED TO BY:

DICE INC.

Sign: /S/ MICHAEL P. DURNEY
Date: 10/9/13

JOHN J. ROBERTS

Sign: /S/ JOHN J. ROBERTS
Date: 10/7/13

<u>Addendum to Employment Agreement – John J. Roberts (Employee)</u>

Section 1. <u>Title and Job Description</u>. The Employee shall be employed on a full-time basis, as Chief Financial Officer of the Company. In such capacity, the Employee shall be responsible for the financial operations of the Company and any other responsibilities reasonably assigned by the Company from time to time. The Employee shall report to the President and CEO of the Company.

Section 2. <u>Compensation</u>. In consideration of the services to be rendered hereunder: the Employee shall be paid an annual base salary of $325,000 per year (prorated for calendar year 2013), plus Employee shall be eligible for an annual target bonus of 50% of the Employee's annual base salary (prorated for calendar year 2013) based upon Company performance and MBOs.

The Employee shall be granted 75,000 stock options ("Stock Options") and 50,000 shares of restricted stock ("Restricted Stock") on the administration date following the initial date of the Employee's employment with the Company, made pursuant to the terms and conditions of the Company's 2012 Omnibus Equity Award Plan (the "Stock Option Plan") and option-granting documents and subject to approval by the Compensation Committee or the Board of Directors. The Stock Options shall vest over four years, with twenty-five percent (25%) vesting upon the first anniversary of the grant and six and one-quarter percent (6¼%) vesting quarterly thereafter. The Restricted Stock shall vest over four years, with twenty-five percent (25%) vesting upon the first anniversary of the grant and twenty-five percent (25%) vesting upon each anniversary thereafter.

The Employee shall be eligible for all employee benefits under the Company's benefit plans in effect from time to time, including health, prescription, life, dental, vision, short-term and long-term disability, flexible spending account, and 401(k) Plan. The Employee shall be entitled to four weeks of vacation per year.

The Employee's compensation shall be reviewed on at least an annual basis.

Section 3. <u>Severance</u>. In lieu of any severance pay or severance benefits otherwise payable to the Employee under any plan, policy, program or arrangement of the Company or its subsidiaries, the following shall apply:

(a) If there is a Termination (as herein defined) of the Employee's employment with the Company at any time prior to a "Change of Control" (as defined herein) without "Cause" (as defined herein), and (i) (X) such Termination occurs before the second anniversary of Employee's employment with the Company, the Employee shall be entitled to receive a lump-sum severance payment equal to fifty percent (50%) of his then current annual base salary and the term of his non-compete pursuant to Section 5 of this Agreement shall be six (6) months, (Y) such Termination occurs after the second anniversary but prior to the fifth anniversary of Employee's employment with the Company, the Employee shall be entitled to receive a lump-sum severance payment equal to seventy-five percent (75%) of his then current annual base salary and the term of his non-compete pursuant to Section 5 of this Agreement shall be nine (9) months, or (Z) such Termination occurs after the fifth anniversary of Employee's employment with the Company, the Employee shall be entitled to receive a lump-sum severance payment equal to one hundred percent (100%) of his then current annual base salary and the term of his non-compete pursuant to Section 5 of this Agreement shall be twelve (12) months and (ii) the Employee shall also be entitled to accelerated stock option vesting, effective upon such Termination, with respect to twenty-five percent (25%) of the shares of Company common stock underlying each of the Employee's then unvested outstanding stock options, restricted stock and other outstanding equity-based awards.

(b) If there is a Termination of the Employee's Employment with the Company following a Change of Control, the Employee shall be entitled to receive a lump-sum severance payment equal to (i) one hundred percent (100%) of his then current annual salary plus (ii) the amount of his then current bonus target, and (iii) accelerated vesting with respect to one-hundred percent (100%) of the shares of Company common stock underlying each of the Employee's then unvested outstanding stock options, restricted stock and other outstanding equity-based awards.

(c) The Employee, such Employee's spouse and eligible dependents will continue to be provided with medical and dental benefits for the twelve (12)-month period following such Employee's Termination on the same basis as provided to active employees of the Company. Following such twelve (12)-month period, the Employee, such Employee's spouse and eligible dependents will begin eligibility for continuation of medical and dental coverage in accordance with Section 4980B of the Internal Revenue Code of 1986, as amended (the "Code").

Section 4. Definitions.

(a) For purposes of this Agreement only, a "Change of Control" of the Company shall be deemed to have occurred if at any time on or after the date of the Employment Agreement one or more of the following events shall have occurred:

(i) the direct or indirect acquisition by any person or related group of persons (other than an acquisition from or by the Company or by a Company-sponsored employee benefit plan or by a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership (within the meaning of Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities; or

(ii) any stockholder-approved transfer or other disposition of all or substantially all of the Company's assets; or

(iii) the Company adopts any plan of liquidation providing for the distribution of all or substantially all of its assets; or

(iv) the consummation by the Company of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company or the acquisition of assets or stock of another corporation (a "Business Combination"), in each case, unless, following such Business Combination, (a) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the outstanding common stock and outstanding company voting securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the outstanding Company common stock and outstanding Company voting securities, as the case may be, (b) no person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (c) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the incumbent board at the time of the execution of the initial agreement, or of the action of the board of directors, providing for such Business Combination; or

(v) a change in the composition of the Board over a period of thirty-six (36) months or less such that a majority of the Board members (rounded up to the next whole number) ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who are continuing directors.

(b) For purposes of this Agreement only, "Cause" shall mean (i) embezzlement by the Employee, (ii) misappropriation by the Employee of funds of the Company, (iii) conviction of a felony, (iv) commission of any other act of dishonesty which causes material economic harm to the Company, (v) acts of fraud or deceit by the Employee which causes material economic harm to the Company, (vi) material breach of any provision of the Employment Agreement by the Employee, (vii) willful failure by the Employee to substantially perform such Employee's duties hereunder, (viii) willful breach of fiduciary duty by the Employee to the Company involving personal profit or (ix) significant violation of Company policy of which the Employee is made aware (or such Employee should reasonably be expected to be aware) or other contractual, statutory or common law duties to the Company. No act, or failure to act on the part of the Employee, shall be deemed willful unless it is done, or omitted to be done, by the Employee in bad faith or without reasonable belief that the Employee's action or omission was in the best interests of the Company.

(c) For purposes of this Agreement only, "Good Reason" shall mean (i) a diminution in the responsibilities, title, duties and reporting lines of the Employee compared to those existing immediately prior to a Change of Control, (ii) a reduction in salary, incentive compensation and other employee benefits of the Employee compared to those existing immediately prior to the Change of Control, (iii) relocation of the Employee to an office more than 40 miles from the principal office at which the Employee is employed immediately prior to the Change of Control, (iv) any breach by the Company of the Employment Agreement or (v) the failure of any successor to assume, in writing, all obligations under the Employment Agreement.

(d) For purposes of this Agreement only, "Termination" shall mean termination of the Employee's employment without Cause or by the Employee for Good Reason.

Section 5. Excise Tax

In the event that the Employee becomes entitled to the payments and benefits provided in Section 3 (the "Severance Payments") of this Addendum to the Employment Agreement, if any of the Severance Payments will be subject to the excise tax (the "Excise Tax") imposed under Section 4999 of the Code, the Company shall pay to the Employee an additional amount (the "Gross Up Payment") such that the net amount retained by the Employee, after deduction of any Excise Tax on the Severance Payments and any Federal, state and local income and employment tax and Excise Tax upon the payments and benefits provided for by Section 5 of this Addendum to the Employment Agreement, shall be equal to the Severance Payments. For purposes of determining whether any of the Severance Payments will be subject to the Excise Tax and the amount of such Excise Tax, (i) any other payments or benefits received or to be received by the Employee in connection with a change in ownership or control (within the meaning of section 280G of the Code and the regulations promulgated thereunder) of the Company or the Employee's termination of employment by the Company without Cause or by the Employee for Good Reason (whether pursuant to the terms of the Employment Agreement or any other plan, arrangement or agreement with the Company, any person whose actions result in a change of control or any person affiliated with the Company or such person) shall be treated as "parachute payments" within the meaning of section 280G(b)(2) of the Code, and all "excess parachute payments" within the meaning of section 280G(b)(1) of the Code shall be treated as subject to the Excise Tax, unless in the opinion of tax counsel selected by the Company's independent auditors and reasonably acceptable to the Employee such other payments or benefits (in whole or in part) do not constitute parachute payments, including by reason of Section 280G(b)(4)(A) of the Code, or such excess parachute payments (in whole or in part) represent reasonable compensation for services actually rendered, within the meaning of section 280G(b)(4)(B) of the Code, in excess of the "base amount" allocable to such reasonable compensation, or are otherwise not subject to the Excise Tax, (ii) the amount of the Severance Payments which shall be treated as subject to the Excise Tax shall be equal to the lesser of (A) the total amount of the Severance Payments or (B) the amount of excess parachute payments within the meaning of section 280G(b)(l) of the Code (after applying clause (i), above), and (iii) the value of any non-cash benefits or any deferred payment or benefit shall be determined by the Company's independent auditors in accordance with the principles of sections 280G(d)(3) and (4) of the Code. For purposes of determining the amount of the Gross-Up Payment, the Employee shall be deemed to pay Federal income taxes at the highest marginal rate of Federal income taxation in the calendar year in which the Gross-Up Payment is to be made and state and local income taxes at the highest marginal rate of taxation in the state and locality of the Employee's residence on the date of termination, net of the maximum reduction in Federal income taxes which could be obtained from the deduction of such state and local taxes.

Section 6. Withholding

All amounts payable hereunder shall be subject to and paid net of all required withholding taxes.

AGREED TO BY:

DICE INC.

Sign: /S/ MICHAEL P. DURNEY
Date: 10/9/13

JOHN J. ROBERTS

Sign: /S/ JOHN J. ROBERTS
Date: 10/7/13

EXHIBIT 31.1

**CEO CERTIFICATION
PURSUANT TO SECTION 302 OF THE
SARBANES – OXLEY ACT OF 2002**

I, Michael P. Durney, certify that:

1. I have reviewed this quarterly report on Form 10–Q of Dice Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared; and

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for the external purposes in accordance with generally accepted accounting principles; and

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2013

By: /s/ Michael P. Durney
Michael P. Durney
Chief Executive Officer
Dice Holdings, Inc.

EXHIBIT 31.2

CFO CERTIFICATION
PURSUANT TO SECTION 302 OF THE
SARBANES – OXLEY ACT OF 2002

I, John J. Roberts, certify that:

1. I have reviewed this quarterly report on Form 10–Q of Dice Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared; and

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for the external purposes in accordance with generally accepted accounting principles; and

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2013

By: /s/ John J. Roberts
John J. Roberts
Chief Financial Officer
Dice Holdings, Inc.

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Dice Holdings, Inc. (the “Company”) on Form 10-Q for the period ending September 30, 2013 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Michael P. Durney, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

October 29, 2013

/s/ Michael P. Durney
Michael P. Durney
Chief Executive Officer
Dice Holdings, Inc.

EXHIBIT 32.2

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Dice Holdings, Inc. (the “Company”) on Form 10-Q for the period ending September 30, 2013 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, John J. Roberts, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

October 29, 2013	/s/ John J. Roberts
	John J. Roberts Chief Financial Officer Dice Holdings, Inc.