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 March 31, 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 April 19, 2013, there were 59,871,660 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)

	March 31, 2013	December 31, 2012
ASSETS		
Current assets		
Cash and cash equivalents	$ 43,934	$ 40,013
Investments	1,715	2,201
Accounts receivable, net of allowance for doubtful accounts of $2,323 and $2,095	26,231	29,030
Deferred income taxes—current	1,343	1,609
Prepaid and other current assets	4,344	3,084
Total current assets	**77,567**	**75,937**
Fixed assets, net	12,300	11,158
Acquired intangible assets, net	60,693	62,755
Goodwill	198,921	202,944
Deferred financing costs, net of accumulated amortization of $192 and $131	1,017	1,078
Other assets	326	358
Total assets	**$ 350,824**	**$ 354,230**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable and accrued expenses	$ 15,736	$ 16,552
Deferred revenue	77,232	69,404
Current portion of acquisition related contingencies	4,950	4,926
Income taxes payable	3,961	3,817
Total current liabilities	**101,879**	**94,699**
Long-term debt	34,000	46,000
Deferred income taxes—non-current	13,674	14,414
Accrual for unrecognized tax benefits	2,306	2,502
Acquisition related contingencies	4,853	4,830
Other long-term liabilities	1,146	1,147
Total liabilities	**157,858**	**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, $.01 par value, authorized 240,000; issued 72,511 and 71,047 shares, respectively; outstanding: 59,875 and 58,958 shares, respectively	725	710
Additional paid-in capital	299,985	294,747
Accumulated other comprehensive loss	(14,076)	(9,294)
Accumulated earnings	23,661	16,586
Treasury stock, 12,636 and 12,090 shares, respectively	(117,329)	(112,111)
Total stockholders' equity	**192,966**	**190,638**
Total liabilities and stockholders' equity	**$ 350,824**	**$ 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 March 31, 2013	Three Months Ended March 31, 2012
Revenues	$ 50,435	$ 46,132
Operating expenses:		
Cost of revenues	5,118	3,127
Product development	5,433	3,162
Sales and marketing	16,601	16,570
General and administrative	8,423	6,287
Depreciation	1,657	1,251
Amortization of intangible assets	1,701	1,840
Change in acquisition related contingencies	47	—
Total operating expenses	38,980	32,237
Operating income	11,455	13,895
Interest expense	(375)	(317)
Interest income	14	12
Other expense	(5)	—
Income before income taxes	11,089	13,590
Income tax expense	4,014	4,971
Net income	$ 7,075	$ 8,619
Basic earnings per share	$ 0.12	$ 0.13
Diluted earnings per share	$ 0.12	$ 0.13
Weighted-average basic shares outstanding	57,529	64,118
Weighted-average diluted shares outstanding	61,097	67,371

See accompanying notes to condensed consolidated financial statements.

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

	Three Months Ended March 31,	
	2013	**2012**
Net income	$ 7,075	$ 8,619
Foreign currency translation adjustment, net of tax of $0 and $0	(4,778)	2,080
Unrealized gains (losses) on investments, net of tax of $0 and $3	(4)	4
Total other comprehensive income (loss)	(4,782)	2,084
Comprehensive income	$ 2,293	$ 10,703

See accompanying notes to condensed consolidated financial statements.

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

	Three Months Ended March 31,	
	2013	**2012**
Cash flows from operating activities:		
Net income	$ 7,075	$ 8,619
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation	1,657	1,251
Amortization of intangible assets	1,701	1,840
Deferred income taxes	(483)	(710)
Amortization of deferred financing costs	61	115
Share based compensation	2,038	1,524
Change in acquisition related contingencies	47	—
Change in accrual for unrecognized tax benefits	(196)	209
Changes in operating assets and liabilities:		
Accounts receivable	2,580	2,063
Prepaid expenses and other assets	(1,236)	(651)
Accounts payable and accrued expenses	366	(109)
Income taxes receivable	188	612
Deferred revenue	8,148	8,588
Other, net	(1)	16
Net cash flows from operating activities	21,945	23,367
Cash flows from investing activities:		
Purchases of fixed assets	(2,989)	(1,433)
Purchases of investments	—	(1,735)
Maturities and sales of investments	485	749
Net cash flows from investing activities	(2,504)	(2,419)
Cash flows from financing activities:		
Payments on long-term debt	(12,000)	(1,000)
Payments under stock repurchase plan	(5,116)	(12,117)
Payment of acquisition related contingencies	—	(1,557)
Proceeds from stock option exercises	2,223	634
Purchase of treasury stock related to vested restricted stock	(951)	(408)
Excess tax benefit over book expense from stock options exercised	989	257
Net cash flows from financing activities	(14,855)	(14,191)
Effect of exchange rate changes	(665)	772
Net change in cash and cash equivalents for the period	3,921	7,529
Cash and cash equivalents, beginning of period	40,013	55,237
Cash and cash equivalents, end of period	$ 43,934	$ 62,766

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 three month period ended March 31, 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 three month period ended March 31, 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 reported significant items reclassified out of AOCI in the Notes to Condensed Consolidated Financial Statements.

3. ACQUISITIONS

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. The acquisition resulted in the recording of $17.9 million in goodwill and $2.3 million in intangible assets.

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 of 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 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, and WorkDigital 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 March 31,			
	2013		2012	
Revenues	$	50,435	$	50,885
Net income		7,075		8,598
Basic earnings per share	$	0.12	$	0.13

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 month period ended March 31, 2013 include revenues from this acquisition of $4.1 million and an operating loss of $1.1 million.

The pro forma financial information does not include adjustments for the FINS.com and WorkDigital 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. 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 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 change 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 March 31, 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	$ 11,632	$ —	$ —	$ 11,632
Investments	—	1,715	—	1,715
Contingent consideration to be paid in cash for the acquisitions	—	—	9,803	9,803

	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 March 31,	
	2013	2012
Contingent consideration for acquisitions		
Balance at beginning of period	$ 9,756	$ 1,557
Cash payments	—	(1,557)
Change in estimates included in earnings	47	—
Balance at end of period	$ 9,803	$ —

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. 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 following tables summarize the Company's investments (in thousands):

	As of March 31, 2013			
	Maturity	Gross Amortized Cost	Gross Unrealized Gain	Estimated Fair Value
Certificates of deposit	Within one year	725	3	728
Certificates of deposit	1 to 5 years	981	6	987
Total		$ 1,706	$ 9	$ 1,715

	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 March 31, 2013				
	Total Cost	Accumulated Amortization	Foreign Currency Translation Adjustment	Acquired Intangible Assets, Net	Weighted-Average Amortization Period
Technology	$ 21,000	$ (15,713)	$ (163)	$ 5,124	3.7 years
Trademarks and brand names—Dice	39,000	—	—	39,000	Indefinite
Trademarks and brand names—Other	19,115	(9,288)	(604)	9,223	6.0 years
Customer lists	45,213	(38,987)	(844)	5,382	4.8 years
Candidate and content database	30,341	(28,299)	(78)	1,964	2.8 years
Acquired intangible assets, net	$154,669	$ (92,287)	$ (1,689)	$ 60,693	

	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 March 31, 2013, and assuming no subsequent impairment of the underlying assets, the estimated future amortization expense is as follows (in thousands):

April 1, 2013 through December 31, 2013	$ 4,623
2014	5,400
2015	3,735
2016	1,823
2017	1,727
2018 and thereafter	4,385

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 March 31, 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 year ended December 31, 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 March 31, 2013 and December 31, 2012 are as follows (dollars in thousands):

	March 31, 2013	December 31, 2012
Amounts Borrowed:		
LIBOR rate loans	$ 34,000	$ 46,000
Total borrowed	$ 34,000	$ 46,000
Maximum available to be borrowed under revolving facility	$ 121,000	$ 109,000
Interest rates:		
LIBOR rate loans:		
Interest margin	1.75%	1.75%
Actual interest rates	2.00%	2.00%

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

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 March 31, 2013 are as follows (in thousands):

April 1, 2013 through December 31, 2013	$	2,065
2014		2,516
2015		2,147
2016		1,850
2017		1,792
2018 and thereafter		4,584
Total minimum payments	$	14,954

Rent expense was $708,000 and $498,000 for the three month periods ended March 31, 2013 and 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 March 31, 2013, the Company purchased 447,000 shares of its common stock on the open market. These shares were purchased at an average cost of $9.54 per share, for a total cost of approximately $4.3 million.

10. ACCUMULATED OTHER COMPREHENSIVE INCOME

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

	March 31, 2013	December 31, 2012
Foreign currency translation adjustment, net of tax of $1,336 and $1,336	$ (14,081)	$ (9,303)
Unrealized gains on investments, net of tax of $4 and $0	5	9
Total accumulated other comprehensive loss, net	$ (14,076)	$ (9,294)

Changes in accumulated other comprehensive income (loss) during the three months ended March 31, 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	(4,778)	(4)	(4,782)
Amounts reclassified from accumulated other comprehensive loss	—	—	—
Net current-period other comprehensive loss	(4,778)	(4)	(4,782)
Ending balance	$ (14,081)	$ 5	$ (14,076)

Changes in accumulated other comprehensive income (loss) during the three months ended March 31, 2012 are as follows (in thousands):

	Foreign currency translation adjustment	Unrealized gains on investments	Total
Beginning balance	$ (12,055)	$ 3	$ (12,052)
Other comprehensive loss before reclassifications	2,080	4	2,084
Amounts reclassified from accumulated other comprehensive loss	—	—	—
Net current-period other comprehensive loss	2,080	4	2,084
Ending balance	$ (9,975)	$ 7	$ (9,968)

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 $2.0 million and $1.5 million during the three month periods ended March 31, 2013 and 2012, respectively. At March 31, 2013, there was $23.7 million of unrecognized compensation expense related to unvested awards, which is expected to be recognized over a weighted-average period of approximately 1.9 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 March 31, 2013 and 2012, and the changes during the periods then ended is presented below:

	Three Months Ended March 31, 2013		Three Months Ended March 31, 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	838,000	$ 9.88	773,000	$ 8.97
Forfeited during the period	(21,688)	$ 10.51	(6,750)	$ 12.78
Vested during the period	(305,256)	$ 10.41	(128,431)	$ 12.60
Non-vested at end of period	1,816,425	$ 9.94	1,188,069	$ 10.41

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 March 31,	
	2013	2012
The weighted average fair value of options granted	$ 3.58	$ 4.48
Dividend yield	—%	—%
Weighted average risk free interest rate	0.85%	0.84%
Weighted average expected volatility	42.42%	61.39%
Expected life (in years)	4.6	4.6

A summary of the status of options granted as of March 31, 2013 and 2012, and the changes during the periods then ended is presented below:

	Three Months Ended March 31, 2013		
	Options	Weighted-Average Exercise Price	Aggregate Intrinsic Value
Options outstanding at beginning of period	8,780,400	$ 4.67	$ 41,236,574
Granted	723,000	$ 9.85	—
Exercised	(647,386)	$ 3.43	$ 4,203,313
Forfeited	(17,025)	$ 8.07	—
Options outstanding at end of period	8,838,989	$ 5.18	$ 45,041,060
Exercisable at end of period	6,916,412	$ 4.08	$ 42,519,444

	Three Months Ended March 31, 2012		
	Options	Weighted-Average Exercise Price	Aggregate Intrinsic Value
Options outstanding at beginning of period	8,826,199	$ 4.19	$ 38,284,701
Granted	483,000	$ 8.97	—
Exercised	(234,982)	$ 2.71	$ 1,622,440
Forfeited	(17,000)	$ 5.14	—
Options outstanding at end of period	9,057,217	$ 4.48	$ 45,552,154
Exercisable at end of period	7,128,732	$ 3.72	$ 40,397,521

The weighted-average remaining contractual term of options exercisable at March 31, 2013 is 2.9 years. The following table summarizes information about options outstanding as of March 31, 2013:

	Options Outstanding		Options Exercisable
Exercise Price	Number Outstanding	Weighted-Average Remaining Contractual Life	Number Exercisable
		(in years)	
$ 0.20 - $ 0.99	1,242,798	2.4	1,242,798
$ 1.00 - $ 3.99	2,262,918	2.6	2,262,918
$ 4.00 - $ 5.99	581,945	3.6	575,195
$ 6.00 - $ 8.99	3,560,790	3.8	2,597,052
$ 9.00 - $ 14.50	1,190,538	6.1	238,449
	8,838,989		6,916,412

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 and Slashdot Media services (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 a portion of the eFinancialCareers, Rigzone and Slashdot Media services, which operate in Europe, the financial centers of Gulf Region of the Middle East and Asia Pacific.

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

	Three Months Ended March 31, 2013	Three Months Ended March 31, 2012
By Segment:		
Revenues:		
Tech & Clearance	$ 35,803	$ 31,060
Finance	8,608	10,000
Energy	5,027	4,045
Other	997	1,027
Total revenues	$ 50,435	$ 46,132
Depreciation:		
Tech & Clearance	$ 1,409	$ 1,015
Finance	142	149
Energy	26	23
Other	80	64
Total depreciation	$ 1,657	$ 1,251
Amortization:		
Tech & Clearance	$ 545	$ —
Finance	194	—
Energy	775	1,734
Other	187	106
Total amortization	$ 1,701	$ 1,840

	Three Months Ended March 31, 2013	Three Months Ended March 31, 2012
Operating income (loss):		
Tech & Clearance	$ 10,445	$ 11,710
Finance	1,653	3,260
Energy	989	(461)
Other	(1,632)	(614)
Operating income	11,455	13,895
Interest expense	(375)	(317)
Interest income	14	12
Other expense	(5)	—
Income before income taxes	$ 11,089	$ 13,590
Capital expenditures:		
Tech & Clearance	$ 2,748	$ 1,154
Finance	59	95
Energy	255	5
Other	93	98
Total capital expenditures	$ 3,155	$ 1,352
By Geography:		
Revenues:		
U.S.	$ 40,985	$ 36,397
Non- U.S.	9,450	9,735
Total revenues	$ 50,435	$ 46,132

	March 31, 2013	December 31, 2012
Total assets:		
Tech & Clearance	$ 185,323	$ 183,896
Finance	89,459	92,513
Energy	53,355	53,203
Other	22,687	24,618
Total assets	$ 350,824	$ 354,230

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

	Tech & Clearance	Finance	Energy	Other	Total
Balance, December 31, 2012	$ 90,991	$ 55,315	$ 35,104	$ 21,534	$ 202,944
Foreign currency translation adjustment	(157)	(2,785)	—	(1,081)	(4,023)
Goodwill at March 31, 2013	$ 90,834	$ 52,530	$ 35,104	$ 20,453	$ 198,921

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 1.7 million and 389,000 shares were outstanding during the three month periods ended March 31, 2013 and 2012, respectively, 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 March 31,	
	2013	2012
Net income	$ 7,075	$ 8,619
Weighted-average shares outstanding—basic	57,529	64,118
Add shares issuable upon exercise of stock options	3,568	3,253
Weighted-average shares outstanding—diluted	61,097	67,371
Basic earnings per share	$ 0.12	$ 0.13
Diluted earnings per share	$ 0.12	$ 0.13

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 22 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 and Slashdot Media (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.

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 March 31, 2013, Dice.com had approximately 8,650 total recruitment package customers, and our other websites collectively served approximately 3,500 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 $77.2 million and $69.4 million at March 31, 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 March 31, 2013 Compared to the Three Months Ended March 31, 2012

Revenues

	Three Months Ended March 31, 2013	Three Months Ended March 31, 2012	Increase (Decrease)	Percent Change
	(in thousands, except percentages)			
Tech & Clearance	$ 35,803	$ 31,060	$ 4,743	15.3 %
Finance	8,608	10,000	(1,392)	(13.9)%
Energy	5,027	4,045	982	24.3 %
Other	997	1,027	(30)	(2.9)%
Total revenues	**$ 50,435**	**$ 46,132**	**$ 4,303**	**9.3 %**

Our revenues were $50.4 million for the three month period ended March 31, 2013 compared to $46.1 million for the same period in 2012, an increase of $4.3 million, or 9.3%.

We experienced an increase in the Tech & Clearance segment of $4.7 million, or 15.3%, of which the acquisition of Slashdot Media contributed $4.1 million to the increase. In addition, our customers' usage of our websites increased, as demonstrated through an increase in average monthly revenue per recruitment package customer of approximately 4% from the three month period ended March 31, 2012 to the three month period ended March 31, 2013. Customer yield on annual contracts at Dice.com has continued to increase, reaching record revenue per customer in the current period. Partially offsetting the increase in customer yield for annual contracts was the reduction in the number of short term sales in part due to lower than average employee turnover, as measured by the Bureau of Labor Statistics' Quits data in Business and Professional Services. Revenues increased at ClearanceJobs by $79,000 for the three month period ended March 31, 2013 as compared to the same period in 2012, an increase of 3%.

The Finance segment experienced a decline in revenue of $1.4 million, or 13.9%. The decrease was the result of continued declines in recruitment activity, beginning in the second half of 2011 and continuing through the first quarter 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 three month period ended March 31, 2013 was a decrease to revenue of approximately $90,000. In originating currency, revenue decreased 28% in Continental Europe, 15% in the UK, 5% in the Asia Pacific region, and increased 2% in North America.

Revenues for the Energy segment totaled $5.0 million for the three month period ended March 31, 2013, an increase of $982,000 or 24.3% from the comparable 2012 period. The increase was primarily a result of increased usage of our career center and advertising.

Cost of Revenues

	Three Months Ended March 31, 2013	Three Months Ended March 31, 2012	Increase	Percent Change
	(in thousands, except percentages)			
Cost of revenues	$ 5,118	$ 3,127	$ 1,991	63.7%
Percentage of revenues	10.1%	6.8%		

Our cost of revenues for the three month period ended March 31, 2013 was $5.1 million compared to $3.1 million for the same period in 2012, an increase of $2.0 million, or 63.7%. The Tech & Clearance segment experienced an increase in cost of revenues of $2.0 million, of which the acquisition of Slashdot Media contributed $1.6 million to the increase, as compared to the three months ended March 31, 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 decreased $133,000 due to lower hosting costs and a lower cost of recruitment events. The Other segment experienced an increase in cost of revenues of $82,000 compared to the same period in 2012 primarily related to costs associated with job fairs. The Finance segment experienced an increase of $64,000, primarily due to increased site hosting costs for the FINS.com site.

Product Development Expenses

	Three Months Ended March 31, 2013	2012	Increase	Percent Change
	(in thousands, except percentages)			
Product Development	$ 5,433	$ 3,162	$ 2,271	71.8%
Percentage of revenues	10.8%	6.9%		

Product development expenses for the three month period ended March 31, 2013 were $5.4 million compared to $3.2 million for the same period in 2012, an increase of $2.3 million or 71.8%. An increase of $1.7 million was experienced in the Tech & Clearance segment, of which the acquisition of Slashdot Media contributed $1.4 million to the increase. The remaining increase in the Tech & Clearance segment was driven by additional salaries and related costs for 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 three month period ended March 31, 2013 experienced an expense increase related to product development of $655,000 over the same period in 2012. This increase was partially driven by salaries and related costs amounting to $285,000 and associated with the addition of personnel following the WorkDigital acquisition. The remaining increase in the Other segment was due to expenses related to ending a new product initiative. The Finance segment experienced a decrease of $57,000 related to savings in salaries and related costs, and the Energy segment experienced a decrease of $17,000.

Sales and Marketing Expenses

	Three Months Ended March 31, 2013	2012	Increase	Percent Change
	(in thousands, except percentages)			
Sales and Marketing	$ 16,601	$ 16,570	$ 31	0.2%
Percentage of revenues	32.9%	35.9%		

Sales and marketing expenses for the three month period ended March 31, 2013 were $16.6 million compared to $16.6 million for the same period in 2012, an increase of $31,000 or 0.2%. The Energy segment experienced an increase of $493,000 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 and customer advertising spend.

The Finance segment experienced a decrease in overall sales and marketing expense of $309,000 to $3.4 million for the three months ended March 31, 2013, primarily due to lower marketing expenditures.

The Tech & Clearance segment experienced a decrease in sales and marketing of $223,000 compared to the same period in 2012 to $10.2 million. The decrease is primarily related to a $1.0 million decrease in advertising and other marketing costs, due to decreased spending for our online advertising, email and social network campaigns. This decrease was partially offset by an increase of $894,000 of sales costs due to the acquisition of Slashdot Media. 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 Other segment increased by $70,000 from the three months ended March 31, 2012 compared to the same period in 2013.

General and Administrative Expenses

	Three Months Ended March 31, 2013	2012	Increase	Percent Change
	(in thousands, except percentages)			
General and administrative	$ 8,423	$ 6,287	$ 2,136	34.0%
Percentage of revenues	16.7%	13.6%		

General and administrative expenses for the three month period ended March 31, 2013 were $8.4 million compared to $6.3 million for the same period in 2012, an increase of $2.1 million or 34.0%.

Stock-based compensation expense was $2.0 million, an increase of $514,000 compared to the same period in 2012. The increase was due to the annual grant of equity awards made in the current period and in the fourth quarter of 2012.

General and administrative expense for the Tech & Clearance segment increased $1.2 million in the period ended March 31, 2013, as compared to the same period in 2012. An increase of $623,000 was due to increases in employee-related expenses and recruitment costs, legal expenses and an increase in the provision for doubtful accounts. An increase of $610,000 was due to costs related to the Slashdot Media business following the acquisition of this business as compared to the three months ended March 31, 2012.

Depreciation

	Three Months Ended March 31, 2013	Three Months Ended March 31, 2012	Increase	Percent Change
	(in thousands, except percentages)			
Depreciation	$ 1,657	$ 1,251	$ 406	32.5%
Percentage of revenues	3.3%	2.7%		

Depreciation expense for the three month period ended March 31, 2013 was $1.7 million compared to $1.3 million for the same period of 2012, an increase of $406,000 or 32.5%. The increase was primarily related to the addition of Slashdot Media assets and related depreciation and other capital additions to hardware, software, and web development costs at the Tech & Clearance segment.

Amortization of Intangible Assets

	Three Months Ended March 31, 2013	Three Months Ended March 31, 2012	Decrease	Percent Change
	(in thousands, except percentages)			
Amortization	$ 1,701	$ 1,840	$ (139)	(7.6)%
Percentage of revenues	3.4%	4.0%		

Amortization expense for the three month period ended March 31, 2013 was $1.7 million compared to $1.8 million for the same period in 2012, a decrease of $139,000 or 7.6%. Amortization expense for the three month period ended March 31, 2013 decreased due to certain intangible assets from the eFinancialCareers, Health Callings, Rigzone and Worldwideworker acquisitions becoming fully amortized, partially offset by amortization expense related to the Slashdot Media, WorkDigital, and FINS.com acquisitions.

Change in Acquisition Related Contingencies

The change in acquisition related contingencies was an expense of $47,000 due to the WorkDigital acquisition, compared to no expense for acquisition related contingencies for the three month period ended March 31, 2012. We expect deferred purchase price payments totaling $10.0 million to be made for the WorkDigital acquisition over the next two years.

Operating Income

Operating income for the three month period ended March 31, 2013 was $11.5 million compared to $13.9 million for the same period in 2012, a decrease of $2.4 million or 17.6%. The decrease was the result of higher operating costs, primarily related to expenses of the new businesses of Slashdot Media, FINS.com and WorkDigital. This decrease was partially offset by lower amortization expense in the current period.

Interest Expense

	Three Months Ended March 31, 2013	Three Months Ended March 31, 2012	Increase	Percent Change
	(in thousands, except percentages)			
Interest expense	$ 375	$ 317	$ 58	18.3%
Percentage of revenues	0.7%	0.7%		

Interest expense for the three month period ended March 31, 2013 was $375,000 compared to $317,000 for the same period in 2012, an increase of $58,000 or 18.3%. The weighted-average debt outstanding was higher in the three month period ended March 31, 2013 as compared to the three month period ended March 31, 2012.

Income Taxes

	Three Months Ended March 31,	
	2013	2012
	(in thousands, except percentages)	
Income before income taxes	$ 11,089	$ 13,590
Income tax expense	4,014	4,971
Effective tax rate	36.2%	36.6%

The effective income tax rate was 36.2% and 36.6% for the three month period ended March 31, 2013 and March 31, 2012, respectively. The rate was lower in the current period because of the settlement of a state tax examination, which resulted in the recognition of previously unrecognized tax benefits. However, the benefit of the foregoing item was partially offset by an increase in our effective state tax rate caused by state law changes which affected our apportionment methodology.

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, 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 for 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 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 analysis.

A reconciliation of Adjusted EBITDA for the three months ended March 31, 2013 and 2012 (in thousands) follows:

	For the three months ended March 31,	
	2013	2012
Reconciliation of Net Income to Adjusted EBITDA:		
Net income	$ 7,075	$ 8,619
Interest expense	375	317
Interest income	(14)	(12)
Income tax expense	4,014	4,971
Depreciation	1,657	1,251
Amortization of intangible assets	1,701	1,840
Change in acquisition related contingencies	47	—
Non-cash stock compensation expense	2,038	1,524
Other expense	5	—
Adjusted EBITDA	$ 16,898	$ 18,510
Reconciliation of Operating Cash Flows to Adjusted EBITDA:		
Net cash provided by operating activities	$ 21,945	$ 23,367
Interest expense	375	317
Amortization of deferred financing costs	(61)	(115)
Interest income	(14)	(12)
Income tax expense	4,014	4,971
Deferred income taxes	483	710
Change in accrual for unrecognized tax benefits	196	(209)
Change in accounts receivable	(2,580)	(2,063)
Change in deferred revenue	(8,148)	(8,588)
Changes in working capital and other	688	132
Adjusted EBITDA	$ 16,898	$ 18,510

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 three months ended March 31, 2013 and 2012 (in thousands).

	For the three months ended March 31,	
	2013	2012
Net cash provided by operating activities	$ 21,945	$ 23,367
Purchases of fixed assets	(2,989)	(1,433)
Free cash flow	$ 18,956	$ 21,934

Cash Flows

We have summarized our cash flows for the three month periods ended March 31, 2013 and 2012 (in thousands).

	Three Months Ended March 31,	
	2013	2012
Cash from operating activities	$ 21,945	$ 23,367
Cash from investing activities	(2,504)	(2,419)
Cash from financing activities	(14,855)	(14,191)

We have financed our operations primarily through cash provided by operating activities. At March 31, 2013, we had cash, cash equivalents and investments of $45.6 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 $31.8 million at March 31, 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 $121.0 million in borrowing capacity under our Credit Agreement at March 31, 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 $21.9 million and $23.4 million for the three month periods ended March 31, 2013 and 2012, respectively. The cash provided by operating activities during the 2013 period decreased primarily due to a slow down in sales beginning in the second quarter of 2012. Cash inflow from operations is dependent on the amount and timing of billings and cash collection from our customers.

Investing Activities

During the three month period ended March 31, 2013, cash used by investing activities was $2.5 million compared to cash used of $2.4 million in the three month period ended March 31, 2012. Cash used by investing activities in the three month period ended March 31, 2013 was primarily attributable to the $3.0 million used to purchase fixed assets, partially offset by $485,000 of sales of investments. Cash used by investing activities in the three month period ended March 31, 2012 was primarily attributable to $1.7 million of cash for purchases of investments and $1.4 million used to purchase fixed assets, partially offset by $749,000 of sales of investments.

Financing Activities

Cash used for financing activities during the three month period ended March 31, 2013 and 2012 was $14.9 million and $14.2 million, respectively. The cash used during the current year period was primarily due to $12.0 million used in repayment of long-term debt and $5.1 million of payments to repurchase the Company's common stock, partially offset by stock option exercises of $2.2 million. During the three month period ended March 31, 2012, the cash used was primarily due to $12.1 million of payments to repurchase the Company's stock.

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 March 31, 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.

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 March 31, 2013:

	Payments due by period				
	Total	Less Than 1 Year	2-3 Years	4-5 Years	More Than 5 Years
			(in thousands)		
Credit Agreement	$ 34,000	$ —	$ —	$ 34,000	$ —
Operating lease obligations	14,954	2,065	4,663	3,642	4,584
Total contractual obligations	$ 48,954	$ 2,065	$ 4,663	$ 37,642	$ 4,584

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 March 31, 2013, we had $34.0 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 2.00% (the rate in effect on March 31, 2013) on our current borrowings, interest payments are expected to be $831,000 for April through December 2013, $2.2 million in 2014-2015 and $1.7 million in 2016-2017.

We have a contingent payment of $10.0 million related to the WorkDigital acquisition that is expected to be paid in 2013-2014 based on delivery of certain products and achievement of certain milestones.

As of March 31, 2013, we recorded approximately $2.3 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 March 31, 2013 are $2.3 million of tax benefits that if recognized, would affect the effective tax rate. The Company believes it is reasonably possible that as much as $304,000 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. In the second half of 2011 and throughout 2012 into the first quarter of 2013, we saw tougher market conditions in our finance segment and a less urgent recruiting environment for technology professionals. If recruitment activity continues to 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 also conducts business outside the United States. For the three month periods ended March 31, 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 three months ended March 31, 2013 would have been a decrease of approximately $70,000.

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 March 31, 2013 and December 31, 2012, our translation adjustment, net of tax, decreased stockholders' equity by $14.1 million and $9.3 million, respectively. The change from December 31, 2012 to March 31, 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 March 31, 2013, we had outstanding borrowings of $34.0 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 $255,000.

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 other 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 Slashdot Media in the third quarter of 2012. Slashdot Media represented approximately 7% of our total assets as of March 31, 2013 and 8% of our revenues for the three month period ended March 31, 2013. As the acquisition occurred during 2012, the scope of our assessment of the effectiveness of internal control over financial reporting does not include Slashdot Media. This exclusion is in accordance with the SECs 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 March 31, 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 March 31, 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]
January 1 through January 31, 2013	447,000	$ 9.54	447,000	$ 2,201,675
February 1 through February 28, 2013	—	—	—	2,201,675
March 1 through March 31, 2013	—	—	—	50,000,000
Total	447,000	$ 9.54	447,000	

[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. The Stock Repurchase Plan III commenced on March 8, 2013, and the approximate dollar value of shares that may yet be purchased under the plan is $50 million.

Item 6. Exhibits

10.1*	Employment Agreement dated as of February 11, 2013 between Dice Inc. and Shravan Goli.
31.1*	Certification of Scot W. Melland, Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Michael P. Durney, Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Scot W. Melland, Chief Executive Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Michael P. Durney, 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.

* 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: April 23, 2013	Registrant
	/s/ SCOT W. MELLAND
	Scot W. Melland Chairman, President and Chief Executive Officer (Principal Executive Officer)
	/s/ MICHAEL P. DURNEY
	Michael P. Durney, CPA Executive Vice President, Industry Brands Group and Chief Financial Officer (Principal Financial Officer)

EXHIBIT INDEX

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* Filed herewith

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EXHIBIT 10.1

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT and Addendum attached hereto (collectively, this "Agreement"), dated as of February 11, 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, 10018 and Shravan Goli, an individual whose address is reflected in the Company's records (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. The Employee's start date shall be on or about March 4, 2013, or such later date as selected by the Employee in his discretion, but not later than March 15, 2013.

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) Except for exclusions expressly required under Section 2870 of the California Labor Code, 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. The Company shall promptly provide the Employee with written notice of any such action taken by a duly authorized officer of the Company as the Employee's agent and attorney in fact, together with copies of any instruments executed by the Company in connection therewith.

Section 4. Proprietary Information.

(a) The Employee will not disclose or use, at any time either during or after the term of employment, any Confidential Information (as herein defined), except (i) at the request of the Company or an affiliate of the Company or (ii) as required in the performance of the Employee's duties hereunder; provided, however, that if the Employee receives a request to disclose Confidential Information pursuant to a deposition, interrogation, request for information or documents in legal proceedings, subpoena, civil investigative demand, governmental or regulatory process or similar process, (A) the Employee shall promptly notify in writing the Company, and consult with and assist the Company in seeking a protective order or request for other appropriate remedy, (B) in the event that such protective order or remedy is not obtained, or if the Company waives compliance with the terms hereof, the Employee shall disclose only that portion of the Confidential Information which, based on the written advice of the Employee's legal counsel, is legally required to be disclosed and shall exercise reasonable efforts to provide that the receiving person shall agree to treat such Confidential Information as confidential to the extent possible (and permitted under applicable law) in respect of the applicable proceeding or process and (C) the Company shall be given an opportunity to review the Confidential Information prior to disclosure thereof. "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. Notwithstanding the foregoing, "Confidential Information" shall not include information that is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Employee.

(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 Solicit. 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; provided, however, that the provisions of this Section 5 shall not apply to the Employee's administrative or personal assistant.

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 (i) the Employee has the full right, authority and capacity to enter into this Agreement and perform his obligations hereunder, (ii) the Employee is not under any obligation to any third party which conflicts with, prevents, restricts or otherwise could interfere with the Employee's performance under this Agreement, (iii) the execution and delivery of this Agreement by the Employee shall not result in any breach or violation of, or a default under, any existing obligation, commitment or agreement to which the Employee is subject (including but not limited to any agreement not to disclose any proprietary information) including, without limitation, that of former employers; provided that notwithstanding the foregoing, in the event the Employee determines that an action which the Company requests him to pursue (other than the entry into this Agreement and the commencement of employment with the Company) would cause him to violate any such agreement, so informs the Company, and the Company instructs him to proceed with such action, the Employee's 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 this 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 this Agreement, is fully aware of its legal effect, and has entered into it freely based on his own judgment.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the date first written above.

DICE INC.

By: /S/ SCOT W. MELLAND
Name: Scot W. Melland
Title: Chairman, President, & Chief Executive Officer

/S/ SHRAVAN GOLI
SHRAVAN GOLI

Addendum to Employment Agreement – Shravan Goli ("Employee")

Section 1. Title and Job Description. The Employee shall be employed on a full-time basis, as the President of Dice, which encompasses Dice Holdings, Inc.'s Tech & Clearance segment, which shall include the Slashdot Media business. In such capacity, the Employee shall be responsible for such duties and any other responsibilities reasonably assigned by the Company from time to time consistent with this position. The Employee shall report to the Chief Executive Officer of the Company or such other senior operating officer designated by the Board. Employee's principal place of employment shall be in the San Francisco bay area, CA, and Employee shall not be required to relocate his principal place of employment outside such area without Employee's consent.

Section 2. Compensation. In consideration of the services to be rendered hereunder: the Employee shall be paid an annual base salary of $400,000 per year (prorated for calendar year 2013) plus an annual bonus (the "Annual Bonus") (prorated based on period of service in year of hire) targeted at 100% of the Employee's annual base salary, determined in accordance with the terms of the annual cash bonus plan applicable to the other senior executives of the Company, and payable in the year following the year in respect of which the Annual Bonus was determined, at the same time as annual bonuses are payable generally to the other senior executives of the Company. The Employee will also receive a sign on bonus of $200,000 (the "Signing Bonus"), payable $100,000 upon the date of actual commencement of employment (the "Employment Commencement Date") (which shall be on or about March 4, 2013, or such later date as selected by the Employee in his discretion, but not later than March 15, 2013), and $100,000 on the first anniversary of the Employment Commencement Date, subject to Employee's continued employment through such date; provided, however, that if the Employee voluntarily resigns his employment (other than for an Enumerated Reason (as defined below)) prior to the first anniversary of the Employment Commencement Date, then the Employee shall repay the Company an amount equal to (w) $100,000 multiplied by (x) one (1) minus a fraction, the numerator of which is the number of days elapsed from the date of actual commencement of employment through the date of termination of employment, and the denominator of which is 365; provided, further, that if there is a Termination (as herein defined) or a voluntary resignation by the Employee for an Enumerated Reason, in each case prior to the first anniversary of the Employment Commencement Date, then the Company shall pay Employee an amount equal to (y) $100,000 multiplied by (z) a fraction, the numerator of which is the number of days elapsed from the date of actual commencement of employment through the date of termination of employment, and the denominator of which is 365. An "Enumerated Reason" shall mean the occurrence of any of the following without the Employee's consent: (i) a diminution in the responsibilities, title, duties and reporting lines of the Employee, (ii) a reduction in salary, incentive compensation and other employee benefits of the Employee, (iii) relocation of the Employee to an office outside the geographic area described in Section 1 of this Addendum, (iv) any breach by the Company of the

Agreement or (v) the failure of any successor to assume, in writing, all obligations under the Agreement.

The Employee shall receive 250,000 shares of restricted stock ("Restricted Shares") and 100,000 stock options ("Stock Options") with respect to common stock of Dice Holdings, Inc. ("Parent"), each to be granted as soon as practicable following the date such grants are approved by the Compensation Committee of Parent (but not earlier than the Employment Commencement Date; it being understood that if the Employment Commencement Date has not been finally determined and is still within the discretion of the Employee at the time the grant is approved by the Compensation Committee of Parent, then the date of grant shall be the second business day following the Employment Commencement Date), pursuant to the terms and conditions of Parent's 2012 Omnibus Equity Award Plan (the "Equity Plan") and award documents thereunder. Subject to the Employee's continued employment through the applicable vesting date, except as provided below in the case of a Change of Control or certain Terminations: (a) the Restricted Shares shall vest over four years, with forty percent (40%) vesting upon each of the first and second anniversaries of the Employment Commencement Date and ten percent (10%) vesting on each of the third and fourth anniversaries of the Employment Commencement Date; and (b) the Stock Options shall vest over four years, with twenty-five percent (25%) vesting upon the first anniversary of the Employment Commencement Date and six and one-quarter percent (6 ¼%) vesting quarterly thereafter.

Subject to the Employee's continued employment though the occurrence of a Change of Control, (i) if the Change of Control occurs prior to the first anniversary of the Employment Commencement Date, 150,000 Restricted Shares and 37,500 Stock Options shall accelerate and immediately vest upon the Change of Control, and (ii) if the Change of control occurs on or after the first anniversary of the Employment Commencement Date, the portion of the then-unvested Restricted Shares and Stock Options that are scheduled to vest during the 12-month period immediately following the Change of Control shall accelerate and immediately vest upon the occurrence of a Change of Control.

The Employee shall be eligible for all employee benefits under the Company's benefit plans in effect from time to time, including health, life, dental, vision, short-term disability, and 401(k) Plan, subject in each case to no less favorable terms (including with respect to eligibility and participation) than those provided to any of the division heads of the Company reporting directly to the Chief Executive Officer of the Company. The Employee shall be entitled to four (4) weeks of vacation per year (not including Company holidays).

The Employee's compensation shall be reviewed on at least an annual basis, and in no event shall the Employee's base salary or target annual bonus opportunity be reduced.

Section 3. Severance. 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) Subject to Section 3(d), 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 herein defined), the Employee (i) shall be entitled to receive a lump-sum severance payment equal to one hundred percent (100%) of his then-current annual base salary and, (ii) shall be entitled to receive, when bonuses are paid to other senior executives of the Company (but in no event later than March 15th of the year following the year of Termination), a Pro-Rata Bonus (as defined below); and, if such Termination occurs (x) on or prior to the first anniversary of the Employment Commencement Date, the Employee shall also be entitled to accelerated Restricted Shares and Stock Option vesting such that upon such Termination the Employee shall be vested in a total of 150,000 Restricted Shares and 37,500 Stock Options (and the remaining unvested Restricted Shares and Stock Options shall be immediately forfeited and expire), or (y) after the first anniversary and on or prior to the second anniversary of the Employment Commencement Date, the portion of the then-unvested Restricted shares and Stock Options that are scheduled to vest during the 12-month period immediately following the date of Termination shall immediately vest upon such Termination (and the remaining unvested Restricted Shares and Stock Options shall be immediately forfeited and expire), or (z) after the second anniversary of the Employment Commencement Date, 25% of the then-unvested Restricted Shares and Stock Options shall immediately vest upon such Termination (and the remaining unvested Restricted Shares and Stock Options shall be immediately forfeited and expire).

For purposes of this Agreement, the "Pro-Rata Bonus" means an amount equal to the product of (A) the amount of the Employee's then-current full-year bonus target, multiplied by (B) the Achieved Percentage (as defined below), multiplied further by (C) a fraction (the "Time-Based Fraction"), the numerator of which is the number of days elapsed from the commencement of the year of Termination through the date of Termination, and the denominator of which is 365. The "Achieved Percentage" means the percentage of the full-year bonus target deemed to be earned under the bonus plan based on actual performance through the end of the month in which the Termination occurs as compared to target performance through the end of the month in which the Termination occurs; for purposes of the foregoing (I) there shall only be taken into account performance criteria under the bonus plan that relate to objective and non-discretionary financial performance of Parent, the Company and their subsidiaries or divisions, (II) the weightings of each such performance criteria shall be proportionally adjusted to add to 100% to reflect that any performance criteria (other than those that relate to objective and non-discretionary financial performance of Parent, the Company and their subsidiaries or divisions) shall not apply, and (III) if one or more of such performance criteria applicable under the bonus plan do not contain or specify a target through the end of the month in which the Termination occurs, then target performance for each such performance criteria through the end of the month in which the Termination occurs shall be deemed equal to the full-year target for such performance criteria multiplied by the Time-Based Fraction.

Example: Solely for illustrative purposes and without limitation, assume the following:
(1) A Termination occurs upon the expiration of four (4) months into a full-year bonus cycle.
(2) The Employee's then-current full-year bonus target is $400,000, based on subjective and objective performance criteria.
(3) The objective criteria are a full-year target of $120 of EBITDA (weighted 50%), a full-year target of $120 of revenue (weighted 30%); the subjective criteria are weighted 20%. There are no monthly targets.
(4) The bonus components attributable to EBITDA and revenue are earned as follows: if less than 85% of the target is achieved, 0% of that bonus component is earned; if 85% of the target is achieved, 50% of that bonus component is earned; if 100% of the target is achieved, 100% of that bonus component is earned. There is straight line interpolation for achievement between 85% and 100% of target. If more than 100% of the target is achieved, an additional 1% of that bonus component is earned for each incremental 10% of the target achieved (cliff basis, without interpolation).
(5) Actual performance through the end of the month in which termination occurs is $36 of EBITDA and $50 of revenue.
Based on these facts, the **Time-Based Fraction** is 4/12. The subjective performance criteria are ignored, so the weightings of the objective performance criteria are adjusted to 62.5% [50/(50+30)] for EBITDA and 37.5% [30/(50+30)] for revenue. As there are no monthly targets for the performance criteria, the deemed target performance for each of EBITDA and revenue through the end of the month in which Termination occurs is $40 [$120 x (4/12)]. Actual EBITDA performance was 90% of target [$36/$40], so 66.67% (determined based on interpolation for performance between 85% and 100%) of the bonus attributable to EBITDA was earned. Actual revenue performance was 125% of target [$50/$40], so 102% (based on an incremental 20% above target, as there is no interpolation for more than 120% but less than 130% achievement) of the bonus attributable to revenue was earned. The **Achieved Percentage** is therefore 79.91875% [(66.67% x 0.625) + (102% x 0.375)]. Finally, the **Pro-Rata Bonus** is determined as $106,558 [$400,000 x 79.91875% x (4/12)].

(b) Subject to Section 3(d), if there is a Termination of the Employee's employment with the Company during the 3 month period preceding or the 12 month period following a Change of Control, the Employee shall be immediately 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 100% of his Restricted Shares and Stock Options and other outstanding equity-based awards (if any). For the avoidance of doubt, (x) the provisions of this paragraph shall be conditioned on the actual occurrence of a Change of Control (y) if the Termination occurs during the 3 month period preceding the Change of Control, any amounts previously paid to the Employee pursuant to Section 3(a) shall reduce and be offset against any amounts payable to the Employee under this Section 3 (b) upon the occurrence of the Change of Control.

(c) Subject to Section 3(d): (i) 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; and (ii) 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”).

(d) The severance pay and severance benefits described in the foregoing provisions of this Section 3 are expressly conditioned upon the Employee’s execution and delivery of the Company’s customary general waiver and release of claims in favor of the Company, that has become effective and irrevocable in accordance with its terms within 60 days following the date of termination of employment. Any payments that would have been made between the date of termination of employment and the effective date of such release shall be made as soon as practicable but in any event within 10 days following the effective date of such release.

(e) Upon termination of the Employee’s employment for any reason, this Agreement shall terminate (and the Company shall not have any obligation to provide any compensation or benefits to the Employee except as specifically contemplated herein).

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 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 l3d-3 of the Securities Exchange Act of 1934, as amended) 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 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; provided, however, that any of the occurrences set forth in subsections (i) - (ix) above shall constitute Cause only if the Employee fails to cure such occurrence, if such occurrence is reasonably susceptible of being cured, within thirty (30) days of the Employee receiving written notice of such occurrence from 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 the occurrence of any of the following without the Employee's consent: (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 Agreement or (v) the failure of any successor to assume, in writing, all obligations under the Agreement.

(d) For purposes of the Agreement only, "Termination" shall mean termination of the Employee's employment without Cause (and other than due to death or disability), (ii) by the Employee for Good Reason (A) upon or after the occurrence of a Change of Control, or (B) during the 3-month period preceding a Change of Control (but contingent on the occurrence of such Change of Control).

(e) Prior to resigning for Good Reason or an Enumerated Reason, the Employee shall give written notice to the Company of the facts and circumstances claimed to provide a basis for such resignation not more than thirty (30) days following his knowledge of such facts and circumstances, and the Company shall have thirty (30) days after receipt of such notice to cure such facts and circumstances (and if so cured then the Employee shall not be permitted to resign for Good Reason or an Enumerated Reason in respect thereof). Any termination of employment by the Employee for Good Reason or an Enumerated Reason shall be communicated to the Company by written notice, which shall include the Employee's date of termination of employment (which, except as set forth in the preceding sentence, shall be a date not later than thirty (30) days after delivery of such notice).

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 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 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 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. Any Gross-Up Payments will be made by the end of the Employee's taxable year next following the Employee's taxable year in which the Employee remits the related taxes.

Section 6. No Duty to Mitigate; No Right of Offset. In the event of a Termination, the Employee shall not be obligated to seek other employment or take any actions to mitigate the payments or continuation of benefits required under this Agreement. In addition, the Company will not retain or have a right of offset against the amounts payable to the Employee under this Agreement and the Company will not be entitled to reduce the amount of any compensation or benefits payable to the Employee under this Agreement by the amount of salary, bonus or other compensation of any kind, and/or corresponding benefits, earned or received by the Employee from any employment, self-employment or other activities at any time after the effective date of termination.

Section 7. Withholding Taxes. All amounts payable hereunder shall be subject to and paid net of all required withholding taxes.

EXHIBIT 31.1

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

I, Scot W. Melland, 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: April 23, 2013

By: /s/ Scot W. Melland
Scot W. Melland
Chief Executive Officer
Dice Holdings, Inc.

EXHIBIT 31.2

CFO 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: April 23, 2013

By: /s/ Michael P. Durney
Michael P. Durney, CPA
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 March 31, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Scot W. Melland, 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.

April 23, 2013

/s/ Scot W. Melland

Scot W. Melland
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 March 31, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael P. Durney, 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.

April 23, 2013	/s/ Michael P. Durney
	Michael P. Durney
	Chief Financial Officer
	Dice Holdings, Inc.