

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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 June 30, 2023**

**OR**

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

**For the transition period from to**

**Commission file number: 001-15169**

**PERFICIENT, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

**No. 74-2853258**

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

**555 Maryville University Drive**

**Suite 600**

**Saint Louis, Missouri 63141**

(Address of principal executive offices)

**(314) 529-3600**

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, \$0.001 par value	PRFT	The Nasdaq Global Select Market

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 during the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted 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 such files). ☒ Yes ☐ No

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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 July 20, 2023, there were 34,814,898 shares of Common Stock outstanding.

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## PART I. FINANCIAL INFORMATION

### SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements contained in this Quarterly Report on this Form 10-Q (“Form 10-Q”) are not purely historical statements, discuss future expectations, contain projections of results of operations or financial condition, or state other forward-looking information. Those statements are subject to known and unknown risks, uncertainties, and other factors that could cause the actual results to differ materially from those contemplated by the statements. The “forward-looking” information is based on various factors and was derived using numerous assumptions. In some cases, you can identify these so-called forward-looking statements by words like “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential,” or “continue” or the negative of those words and other comparable words. You should be aware that those statements only reflect our predictions and are subject to risks and uncertainties. Actual events or results may differ substantially. Important factors that could cause our actual results to be materially different from the forward-looking statements include (but are not limited to) the following:

- (1) the impact of the general economy and economic and political uncertainty on our business;
- (2) risks associated with potential changes to U.S. and foreign laws, regulations, and policies;
- (3) risks associated with the operation of our business generally, including:
  - a. client demand for our services and solutions;
  - b. effectively competing in a highly competitive market;
  - c. risks from international operations including fluctuations in exchange rates;
  - d. adapting to changes in technologies and offerings;
  - e. the ongoing transition of our executive leadership team;
  - f. obtaining favorable pricing to reflect services provided;
  - g. risk of loss of one or more significant software vendors;
  - h. maintaining a balance of our supply of skills and resources with client demand;
  - i. changes to immigration policies;
  - j. protecting our clients’ and our data and information;
  - k. changes to tax levels, audits, investigations, tax laws or their interpretation;
  - l. making appropriate estimates and assumptions in connection with preparing our consolidated financial statements; and
  - m. maintaining effective internal controls;
- (4) risks associated with managing growth organically and through acquisitions;
- (5) risks associated with servicing our debt, the potential impact on the value of our common stock from the conditional conversion features of our debt and the associated convertible note hedge transactions;
- (6) legal liabilities, including intellectual property protection and infringement or the disclosure of personally identifiable information; and
- (7) the risks detailed from time to time within our filings with the Securities and Exchange Commission (the “SEC”).

This discussion is not exhaustive, but is designed to highlight important factors that may impact our forward-looking statements. Because the factors referred to above, as well as the statements included under the heading “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2022, including documents incorporated by reference therein and herein, could cause actual results or outcomes to differ materially from those expressed in any forward-looking statement made by us or on our behalf, you should not place undue reliance on any forward-looking statements.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance, or achievements. We are under no duty to update any of the forward-looking statements after the date of this Form 10-Q to conform such statements to actual results.

All forward-looking statements, express or implied, included in this report and the documents we incorporate by reference that are attributable to Perficient, Inc. and its subsidiaries (collectively, “we,” “us,” “Perficient,” or the “Company”) are expressly qualified in their entirety by this cautionary statement. This cautionary statement should also be considered in connection with any subsequent written or oral forward-looking statements that the Company or any persons acting on our behalf may issue.

**Item 1. Financial Statements**

**Perficient, Inc.**  
**Condensed Consolidated Balance Sheets**  
(in thousands, except share information)

	June 30, 2023 (unaudited)	December 31, 2022
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 60,471	\$ 30,130
Accounts receivable, net	186,124	202,298
Prepaid expenses	6,383	6,432
Other current assets	15,652	16,756
Total current assets	268,630	255,616
Property and equipment, net	15,298	17,970
Operating lease right-of-use assets	25,606	27,088
Goodwill	575,173	565,161
Intangible assets, net	79,391	88,937
Other non-current assets	49,594	41,116
Total assets	\$ 1,013,692	\$ 995,888
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 16,220	\$ 24,351
Other current liabilities	62,071	104,780
Total current liabilities	78,291	129,131
Long-term debt, net	395,731	394,587
Operating lease liabilities	19,964	18,528
Other non-current liabilities	45,015	43,515
Total liabilities	\$ 539,001	\$ 585,761
Stockholders' equity:		
Preferred stock (par value \$0.001 per share; 8,000,000 authorized; no shares issued or outstanding as of June 30, 2023 and December 31, 2022)	\$ —	\$ —
Common stock (par value \$0.001 per share; 100,000,000 authorized; 53,296,652 shares issued and 34,145,362 shares outstanding as of June 30, 2023; 53,082,010 shares issued and 34,071,750 shares outstanding as of December 31, 2022)	53	53
Additional paid-in capital	418,123	403,866
Accumulated other comprehensive loss	(10,142)	(17,519)
Treasury stock, at cost (19,151,290 shares as of June 30, 2023; 19,010,260 shares as of December 31, 2022)	(364,768)	(354,536)
Retained earnings	431,425	378,263
Total stockholders' equity	474,691	410,127
Total liabilities and stockholders' equity	\$ 1,013,692	\$ 995,888

*See accompanying notes to interim unaudited condensed consolidated financial statements.*

**Perficient, Inc.**  
**Unaudited Condensed Consolidated Statements of Operations**  
(in thousands, except per share information)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Revenues	\$ 231,105	\$ 222,738	\$ 462,513	\$ 444,849
Cost of revenues (cost of services, exclusive of depreciation and amortization, shown separately below)	146,168	136,762	290,380	275,280
Selling, general and administrative	44,177	40,860	88,097	83,111
Depreciation	2,224	2,005	4,529	3,878
Amortization	5,523	5,998	11,340	11,977
Acquisition costs	(71)	61	8	360
Adjustment to fair value of contingent consideration	(2,701)	(2,487)	(4,727)	(3,466)
Income from operations	35,785	39,539	72,886	73,709
Net interest expense	296	805	801	1,692
Net other expense	387	153	462	386
Income before income taxes	35,102	38,581	71,623	71,631
Provision for income taxes	8,740	10,799	18,461	16,713
Net income	\$ 26,362	\$ 27,782	\$ 53,162	\$ 54,918
Basic net income per share	\$ 0.78	\$ 0.82	\$ 1.57	\$ 1.62
Diluted net income per share	\$ 0.73	\$ 0.77	\$ 1.48	\$ 1.52
Shares used in computing basic net income per share	33,988	33,914	33,951	33,879
Shares used in computing diluted net income per share	36,717	36,785	36,707	36,812

*See accompanying notes to interim unaudited condensed consolidated financial statements.*

**Perficient, Inc.**  
**Unaudited Condensed Consolidated Statements of Comprehensive Income**  
(in thousands)

	<b>Three Months Ended</b>		<b>Six Months Ended</b>	
	<b>June 30,</b>		<b>June 30,</b>	
	<b>2023</b>	<b>2022</b>	<b>2023</b>	<b>2022</b>
<b>Net income</b>	\$ 26,362	\$ 27,782	\$ 53,162	\$ 54,918
Other comprehensive income (loss):				
Foreign currency translation adjustment, net of tax	5,605	(6,824)	7,377	(3,018)
<b>Comprehensive income</b>	<u>\$ 31,967</u>	<u>\$ 20,958</u>	<u>\$ 60,539</u>	<u>\$ 51,900</u>

*See accompanying notes to interim unaudited condensed consolidated financial statements.*

**Perficient, Inc.**  
**Unaudited Condensed Consolidated Statements of Stockholders' Equity**  
(in thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
<b>Common Stock</b>				
Beginning of period	\$ 53	\$ 53	\$ 53	\$ 53
Stock compensation related to restricted stock vesting and retirement savings plan contributions	—	—	—	—
End of period	53	53	53	53
<b>Additional Paid-in Capital</b>				
Beginning of period	410,959	377,927	403,866	423,235
Proceeds from the sales of stock through the Employee Stock Purchase Plan	278	293	518	575
Stock compensation related to restricted stock vesting and retirement savings plan contributions	6,886	5,767	13,739	11,684
Cumulative effect of accounting changes (See Note 3)	—	—	—	(51,507)
End of period	418,123	383,987	418,123	383,987
<b>Accumulated Other Comprehensive Loss</b>				
Beginning of period	(15,747)	(2,037)	(17,519)	(5,843)
Foreign currency translation adjustment	5,605	(6,824)	7,377	(3,018)
End of period	(10,142)	(8,861)	(10,142)	(8,861)
<b>Treasury Stock</b>				
Beginning of period	(362,149)	(333,400)	(354,536)	(324,412)
Purchases of treasury stock and buyback of shares for taxes	(2,619)	(3,837)	(10,068)	(12,825)
Stock reacquired for escrow claim	—	—	(164)	—
End of period	(364,768)	(337,237)	(364,768)	(337,237)
<b>Retained Earnings</b>				
Beginning of period	405,063	301,007	378,263	271,732
Cumulative effect of accounting changes (See Note 3)	—	—	—	2,139
Net income	26,362	27,782	53,162	54,918
End of period	431,425	328,789	431,425	328,789
<b>Total Stockholders' Equity</b>	<b>\$ 474,691</b>	<b>\$ 366,731</b>	<b>\$ 474,691</b>	<b>\$ 366,731</b>

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
<b>Common Stock, shares</b>				
Beginning of period	34,159	34,018	34,072	33,881
Sales of stock through the Employee Stock Purchase Plan	4	3	8	5
Stock compensation related to restricted stock vesting and retirement savings plan contributions	17	13	208	232
Purchases of treasury stock and buyback of shares for taxes	(35)	(41)	(141)	(125)
Stock reacquired for escrow claim	—	—	(2)	—
End of period	34,145	33,993	34,145	33,993

*See accompanying notes to interim unaudited condensed consolidated financial statements.*

**Perficient, Inc.**  
**Unaudited Condensed Consolidated Statements of Cash Flows**  
(in thousands)

	<b>Six Months Ended June 30,</b>	
	<b>2023</b>	<b>2022</b>
<b>Operating Activities</b>		
Net income	\$ 53,162	\$ 54,918
Adjustments to reconcile net income to net cash provided by operations:		
Depreciation	4,529	3,878
Amortization	11,340	11,977
Deferred income taxes	(7,548)	(389)
Non-cash stock compensation and retirement savings plan contributions	13,829	11,686
Amortization of debt issuance costs	1,239	1,215
Adjustment to fair value of contingent consideration for purchase of businesses	(4,727)	(3,466)
Changes in operating assets and liabilities, net of business acquisitions:		
Accounts receivable	16,168	(18,458)
Other assets	(1,061)	(3,447)
Accounts payable	(8,224)	(5,977)
Other liabilities	(13,596)	(17,957)
Net cash provided by operating activities	65,111	33,980
<b>Investing Activities</b>		
Purchase of property and equipment	(3,200)	(6,240)
Capitalization of internally developed software costs	(607)	(421)
Purchase of businesses, net of cash acquired	254	(67)
Net cash used in investing activities	(3,553)	(6,728)
<b>Financing Activities</b>		
Payment for credit facility financing fees	(750)	—
Payment of contingent consideration for purchase of business	(21,530)	—
Proceeds from the sale of stock through the Employee Stock Purchase Plan	518	575
Purchases of treasury stock	(4,991)	(3,818)
Remittance of taxes withheld as part of a net share settlement of restricted stock vesting	(5,077)	(9,007)
Net cash used in financing activities	(31,830)	(12,250)
Effect of exchange rate on cash and cash equivalents	613	(544)
Change in cash and cash equivalents	30,341	14,458
Cash and cash equivalents at beginning of period	30,130	24,410
Cash and cash equivalents at end of period	<u>\$ 60,471</u>	<u>\$ 38,868</u>

*See accompanying notes to interim unaudited condensed consolidated financial statements.*



	Six Months Ended June 30,	
	2023	2022
<b>Supplemental Disclosures:</b>		
Cash paid for income taxes	\$ 25,764	\$ 17,453
Cash paid for interest	\$ 416	\$ 523
<b>Non-Cash Investing Activity:</b>		
Stock issued for purchase of businesses (stock reacquired for escrow claim)	\$ (164)	\$ —
Liability incurred for purchase of property and equipment	\$ 190	\$ 3,628

*See accompanying notes to interim unaudited condensed consolidated financial statements.*

**PERFICIENT, INC.**  
**NOTES TO INTERIM UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2023**

**1. Basis of Presentation**

The accompanying interim unaudited condensed consolidated financial statements of Perficient, Inc. and its subsidiaries (collectively, the “Company”) have been prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”) and are presented in accordance with the rules and regulations of the Securities and Exchange Commission (the “SEC”) applicable to interim financial information. Accordingly, certain note disclosures have been condensed or omitted. In the opinion of management, the interim unaudited condensed consolidated financial statements reflect all adjustments (consisting of only normal recurring adjustments) necessary for a fair presentation of the Company’s financial position, results of operations and cash flows for the periods presented. These financial statements should be read in conjunction with the Company’s consolidated financial statements and notes thereto filed with the SEC in the Company’s Annual Report on Form 10-K for the year ended December 31, 2022. Certain prior period financial statement amounts have been reclassified to conform to current period presentation.

**2. Summary of Significant Accounting Policies**

**Use of Estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates, and such differences could be material to the financial statements.

There have been no changes to significant accounting policies described in the Annual Report on Form 10-K for the year ended December 31, 2022 that have had a material impact on the Company’s condensed consolidated financial statements and related notes.

**3. Recent Accounting Pronouncements**

In August 2020, the Financial Accounting Standards Board (the “FASB”) issued Accounting Standards Update (“ASU”) No. 2020-06, *Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging - Contracts in Entity’s Own Equity (Subtopic 815-40)* (“ASU 2020-06”), which simplifies the accounting for convertible instruments. The guidance removes certain accounting models that separate the embedded conversion features from the host contract for convertible instruments, requiring bifurcation only if the convertible debt feature qualifies as a derivative or for convertible debt issued at a substantial premium. The ASU removes certain settlement conditions required for equity contracts to qualify for the derivative scope exception, permitting more contracts to qualify for the exception. In addition, the guidance eliminates the treasury stock method to calculate diluted earnings per share for convertible instruments and requires the use of the if-converted method. The ASU is effective for annual reporting periods beginning after December 15, 2021, including interim reporting periods within those annual periods. The ASU allows entities to use a modified or full retrospective transition method. Under the modified approach, entities will apply the guidance to all financial instruments that are outstanding as of the beginning of the year of adoption with the cumulative effect recognized as an adjustment to the opening balance of retained earnings. Under the full retrospective method, entities will apply the guidance to all outstanding financial instruments for each prior reporting period presented. The Company adopted this ASU on January 1, 2022 under the modified retrospective method of transition. Upon adoption, the Company recorded a \$2.1 million cumulative-effect adjustment that increased the opening balance of retained earnings on the consolidated balance sheet, largely due to the reduction in non-cash interest expense associated with the historical separation of debt and equity components for the Company’s convertible senior notes (the “Notes”) described in Note 11, *Long-Term Debt*. The Company also recorded an increase to long-term debt, net of \$66.2 million, a net change in the deferred tax balance of \$16.8 million, and a decrease to additional paid-in capital of \$51.5 million due to no longer separating the embedded conversion feature of the Notes. Upon adoption, the Company’s interest expense recognized has been reduced as a result of accounting for the convertible debt instrument as a single liability measured at its amortized cost. This adoption did not have a material impact on the consolidated statement of cash flows. Upon adoption, the Company prospectively utilized the if-converted method to calculate the impact of convertible instruments on diluted earnings per share.

## 4. Revenue

The Company's revenues consist of services and software and hardware sales. In accordance with Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers*, revenues are recognized when control of services or goods are transferred to clients, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services or goods.

### *Services Revenues*

Services revenues are primarily comprised of professional services that include developing, implementing, automating and extending business processes, technology infrastructure, and software applications. The Company's professional services span multiple industries, platforms and solutions; however, the Company has remained relatively diversified and does not believe that it has significant revenue concentration within any single industry, platform or solution.

Professional services revenues are recognized over time as services are rendered. Most projects are performed on a time and materials basis, while a portion of revenues is derived from projects performed on a fixed fee or fixed fee percent complete basis. For time and material contracts, revenues are generally recognized and invoiced by multiplying the number of hours expended in the performance of the contract by the hourly rates. For fixed fee contracts, revenues are generally recognized and invoiced by multiplying the fixed rate per time period established in the contract by the number of time periods elapsed. For fixed fee percent complete contracts, revenues are generally recognized using an input method based on the ratio of hours expended to total estimated hours, and the client is invoiced according to the agreed-upon schedule detailing the amount and timing of payments in the contract.

Clients are typically billed monthly for services provided during that month but can be billed on a more or less frequent basis as determined by the contract. If the time is worked and approved at the end of a fiscal period and the invoice has not yet been sent to the client, the amount is recorded as revenue once the Company verifies all other revenue recognition criteria have been met, and the amount is classified as a receivable as the right to consideration is unconditional at that point. Amounts invoiced in excess of revenues recognized are contract liabilities, which are classified as deferred revenues in the Unaudited Condensed Consolidated Balance Sheet. The term between invoicing and payment due date is not significant. Contracts for professional services provide for a general right, to the client or the Company, to cancel or terminate the contract within a given period of time (generally 10 to 30 days' notice is required). The client is responsible for any time and expenses incurred up to the date of cancellation or termination of the contract. Certain contracts may include volume discounts or holdbacks, which are accounted for as variable consideration, but are not typically significant. The Company estimates variable consideration based on historical experience and forecasted sales and includes the variable consideration in the transaction price.

Other services revenues are comprised of hosting fees, partner referral fees, maintenance agreements, training and internally developed software-as-a-service ("SaaS") sales. Revenues from hosting fees, maintenance agreements, training and internally developed SaaS sales are generally recognized over time using a time-based measure of progress as services are rendered. Partner referral fees are recorded at a point in time upon meeting specified requirements to earn the respective fee.

On many professional service projects, the Company is also reimbursed for out-of-pocket expenses including travel and other project-related expenses. These reimbursements are included as a component of the transaction price of the respective professional services contract and are invoiced as the expenses are incurred. The Company structures its professional services arrangements to recover the cost of reimbursable expenses without a markup.

### *Software and Hardware Revenues*

Software and hardware revenues are comprised of third-party software and hardware resales, in which the Company is considered the agent, and sales of internally developed software, in which the Company is considered the principal. Third-party software and hardware revenues are recognized and invoiced when the Company fulfills its obligation to arrange the sale, which occurs when the purchase order with the vendor is executed and the customer has access to the software or the hardware has been shipped to the customer. Internally developed software revenues are recognized and invoiced when control is transferred to the customer, which occurs when the software has been made available to the customer and the license term has commenced. Revenues from third-party software and hardware sales are recorded on a net basis, while revenues from internally developed software sales are recorded on a gross basis. There are no significant cancellation or termination-type provisions for the Company's software and hardware sales, and the term between invoicing and payment due date is not significant.

Revenues are presented net of taxes assessed by governmental authorities. Sales taxes are generally collected and subsequently remitted on all software and hardware sales and certain services transactions as appropriate.

#### *Arrangements with Multiple Performance Obligations*

Arrangements with clients may contain multiple promises such as delivery of software, hardware, professional services or post-contract support services. These promises are accounted for as separate performance obligations if they are distinct. For arrangements with clients that contain multiple performance obligations, the transaction price is allocated to the separate performance obligations based on estimated relative standalone selling price, which is estimated by the expected cost plus a margin approach, taking into consideration market conditions and competitive factors. Because contracts that contain multiple performance obligations are typically short term due to the contract cancellation provisions, the allocation of the transaction price to the separate performance obligations is not considered a significant estimate.

#### *Contract Costs*

In accordance with the terms of the Company's sales commission plan, commissions are not earned until the related revenue is recognized. Therefore, sales commissions are expensed as they are earned. Certain sales incentives are accrued based on achievement of specified bookings goals. For these incentives, the Company applies the practical expedient that allows the Company to expense the incentives as incurred because the amortization period would have been one year or less.

#### *Deferred Revenue*

The Company's deferred revenue balance as of June 30, 2023 and December 31, 2022 was \$7.8 million and \$12.7 million, respectively. During the six months ended June 30, 2023, \$10.9 million was recognized in revenue that was included in the deferred revenue balance at the beginning of the period.

#### *Transaction Price Allocated to Remaining Performance Obligations*

Due to the ability of the client or the Company to cancel or terminate the contract within a given period of time (generally 10 to 30 days' notice is required), the majority of the Company's contracts have a term of less than one year. The Company does not disclose the value of unsatisfied performance obligations for contracts with an original maturity date of one year or less or time and materials contracts for which the Company has the right to invoice for services performed. Revenue related to unsatisfied performance obligations for remaining contracts as of June 30, 2023 was immaterial.

#### *Disaggregation of Revenue*

The following tables present revenue disaggregated by revenue source and pattern of revenue recognition (in millions):

	Three Months Ended June 30,					
	2023			2022		
	Over Time	Point In Time	Total Revenues	Over Time	Point In Time	Total Revenues
Time and materials contracts	\$ 170.6	\$ —	\$ 170.6	\$ 170.6	\$ —	\$ 170.6
Fixed fee percent complete contracts	16.2	—	16.2	13.5	—	13.5
Fixed fee contracts	39.7	—	39.7	33.1	—	33.1
Reimbursable expenses	2.1	—	2.1	2.4	—	2.4
Total professional services fees	228.6	—	228.6	219.6	—	219.6
Other services revenue*	1.5	0.6	2.1	2.0	0.7	2.7
Total services	230.1	0.6	230.7	221.6	0.7	222.3
Software and hardware	—	0.4	0.4	—	0.4	0.4
Total revenues	\$ 230.1	\$ 1.0	\$ 231.1	\$ 221.6	\$ 1.1	\$ 222.7

\*Other services revenue primarily consists of hosting fees, maintenance, training, internally developed SaaS revenue and partner referral fees.

	Six Months Ended June 30,					
	2023			2022		
	Over Time	Point In Time	Total Revenues	Over Time	Point In Time	Total Revenues
Time and materials contracts	\$ 346.1	\$ —	\$ 346.1	\$ 342.2	\$ —	\$ 342.2
Fixed fee percent complete contracts	31.0	—	31.0	27.9	—	27.9
Fixed fee contracts	76.0	—	76.0	64.3	—	64.3
Reimbursable expenses	4.6	—	4.6	4.4	—	4.4
Total professional services fees	457.7	—	457.7	438.8	—	438.8
Other services revenue*	2.9	1.0	3.9	3.9	1.0	4.9
Total services	460.6	1.0	461.6	442.7	1.0	443.7
Software and hardware	—	0.9	0.9	—	1.1	1.1
Total revenues	\$ 460.6	\$ 1.9	\$ 462.5	\$ 442.7	\$ 2.1	\$ 444.8

\*Other services revenue primarily consists of hosting fees, maintenance, training, internally developed SaaS revenue and partner referral fees.

The following table presents revenue disaggregated by geographic area, as determined by the billing address of customers (in millions):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
United States	\$ 223.0	\$ 215.6	\$ 446.5	\$ 430.3
Other countries	8.1	7.1	16.0	14.5
Total revenues	\$ 231.1	\$ 222.7	\$ 462.5	\$ 444.8

## 5. Stock-Based Compensation

Stock-based compensation is accounted for in accordance with ASC Topic 718, *Compensation – Stock Compensation*. Under this guidance, the Company recognizes share-based compensation ratably using the straight-line attribution method over the requisite service period, which is generally three years. The fair value of restricted stock awards is based on the value of the Company’s common stock on the date of the grant.

### Restricted Stock Awards (“RSAs”)

The Company’s Third Amended and Restated 2012 Long Term Incentive Plan (as amended, the “Incentive Plan”) allows for the granting of various types of stock awards, not to exceed a total of 8.5 million shares, to eligible individuals. The Compensation Committee of the Board of Directors administers the Incentive Plan and determines the terms of all stock awards made under the Incentive Plan. The Incentive Plan was increased by 1.5 million shares on June 7, 2023 upon the approval of the Company’s stockholders at the 2023 annual meeting. As of June 30, 2023, there were 2.2 million shares of common stock available for issuance under the Incentive Plan.

Stock-based compensation cost recognized for the three and six months ended June 30, 2023 was \$7.4 million and \$14.2 million, respectively, which included \$1.3 million and \$2.4 million, respectively, of expense for retirement savings plan contributions. The associated current and future income tax benefit recognized was \$1.9 million and \$3.7 million for the three and six months ended June 30, 2023, respectively. Stock-based compensation cost recognized for the three and six months ended June 30, 2022 was \$6.1 million and \$12.0 million, respectively, which included \$1.1 million and \$2.2 million, respectively, of expense for retirement savings plan contributions. The associated current and future income tax benefit recognized was \$1.7 million and \$2.8 million for the three and six months ended June 30, 2022, respectively. As of June 30, 2023, there was \$38.6 million of total unrecognized compensation cost related to non-vested share-based awards with a weighted-average remaining life of two years.

Restricted stock activity for the six months ended June 30, 2023 was as follows (shares in thousands):

	<b>RSAs (Shares)</b>	<b>Weighted-Average Grant Date Fair Value</b>
Restricted stock awards outstanding at December 31, 2022	616	\$ 72.02
Awards granted	240	73.50
Awards vested	(174)	64.59
Awards forfeited	(18)	72.06
Restricted stock awards outstanding at June 30, 2023	664	\$ 74.50

## 6. Net Income per Share

The following table presents the calculation of basic and diluted net income per share (in thousands, except per share information):

	<b>Three Months Ended June 30,</b>		<b>Six Months Ended June 30,</b>	
	<b>2023</b>	<b>2022</b>	<b>2023</b>	<b>2022</b>
Net income, basic	\$ 26,362	\$ 27,782	\$ 53,162	\$ 54,918
Add back interest expense on convertible notes, net of tax	\$ 573	\$ 550	\$ 1,133	\$ 1,170
Net income, diluted	\$ 26,935	\$ 28,332	\$ 54,295	\$ 56,088
<b>Basic:</b>				
Weighted-average shares of common stock outstanding	33,988	33,914	33,951	33,879
Shares used in computing basic net income per share	33,988	33,914	33,951	33,879
<b>Effect of dilutive securities:</b>				
Restricted stock subject to vesting	133	266	144	319
Shares issuable for acquisition consideration (1)	166	91	182	91
Shares issuable for conversion of convertible senior notes	2,430	2,431	2,430	2,431
Shares issuable for exercise of warrants	—	83	—	92
Shares used in computing diluted net income per share	36,717	36,785	36,707	36,812
Basic net income per share	\$ 0.78	\$ 0.82	\$ 1.57	\$ 1.62
Diluted net income per share	\$ 0.73	\$ 0.77	\$ 1.48	\$ 1.52

- (1) For the three and six months ended June 30, 2023, this represents the shares held in escrow pursuant to: (i) the Asset Purchase Agreement with Zeon Solutions Incorporated and certain related entities (collectively, “Zeon”); (ii) the Asset Purchase Agreement with Catalyst Networks, Inc. (“Brainjocks”); (iii) the Stock Purchase Agreement with the shareholders of Productora de Software S.A.S. (“PSL”); (iv) the Purchase Agreement with Talos LLC, Talos Digital LLC, Talos Digital SAS and TCOMM SAS (“Talos”); (v) the Stock Purchase Agreement with the shareholders of Izmul S.A. (“Overactive”); (vi) the Stock Purchase Agreement with the shareholders of Inflection Point Systems, Inc. (“Inflection Point”); and (vii) the Purchase Agreement with Ameex Technologies Corporation (“Ameex”), as part of the consideration. For the three and six months ended June 30, 2022, this represents the shares held in escrow pursuant to: (i) the Asset Purchase Agreement with Zeon; (ii) the Asset Purchase Agreement with Brainjocks; (iii) the Stock Purchase Agreement with the shareholders of PSL; (iv) the Purchase Agreement with Talos; and (v) the Stock Purchase Agreement with the shareholders of Overactive, as part of the consideration.

The number of anti-dilutive securities not included in the calculation of diluted net income per share were as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Restricted stock subject to vesting	144	78	210	79
Warrants related to the issuance of convertible senior notes	2,431	1,980	2,431	1,980
Total anti-dilutive securities	2,575	2,058	2,641	2,059

See Note 11, *Long-term Debt* for further information on the convertible senior notes and warrants related to the issuance of convertible notes.

The Company's Board of Directors authorized the repurchase of up to \$375.0 million of Company common stock through a stock repurchase program expiring December 31, 2024. The program could be suspended or discontinued at any time, based on market, economic, or business conditions. The timing and amount of repurchase transactions will be determined by management based on its evaluation of market conditions, share price, and other factors. Since the program's inception on August 11, 2008, the Company has repurchased approximately \$284.8 million (16.4 million shares) of outstanding common stock through June 30, 2023.

## 7. Balance Sheet Components

	June 30, 2023 (unaudited)	December 31, 2022
	(in millions)	
<b>Accounts receivable:</b>		
Billed accounts receivable, net	\$ 104.3	\$ 134.5
Unbilled revenues, net	81.8	67.8
Total	\$ 186.1	\$ 202.3
<b>Other current assets:</b>		
Miscellaneous receivables	\$ 4.7	\$ 2.9
Contractual commitment asset	2.0	0.9
Federal/state income tax receivable	5.2	9.2
Other current assets	3.8	3.8
Total	\$ 15.7	\$ 16.8
<b>Property and equipment:</b>		
Computer hardware (useful life of 3 years)	\$ 26.4	\$ 26.3
Software (useful life of 1 to 7 years)	12.3	11.9
Furniture and fixtures (useful life of 5 years)	4.4	4.7
Leasehold improvements (useful life of 5 years)	7.7	7.7
Less: Accumulated depreciation	(35.5)	(32.6)
Total	\$ 15.3	\$ 18.0
<b>Other non-current assets:</b>		
Non-current unbilled revenue	\$ 1.4	\$ 1.6
Company owned life insurance ("COLI") asset	11.8	10.5
Long term deposits	1.8	1.9
Credit facility deferred finance fees, net	1.1	0.5
Other non-current assets	10.8	8.5
Deferred income taxes	22.7	18.1
Total	\$ 49.6	\$ 41.1

	June 30, 2023 (unaudited)	December 31, 2022
	(in millions)	
<b>Other current liabilities:</b>		
Estimated fair value of contingent consideration liability (Note 9)	\$ 6.2	\$ 32.7
Accrued variable compensation	15.6	21.1
Current operating lease liabilities	7.3	10.3
Payroll related costs	10.8	8.9
Deferred revenues	7.8	12.7
Other current liabilities	4.5	9.7
Accrued medical claims expense	3.0	2.9
Professional fees	1.6	2.2
Accrued IT expenses	5.3	4.3
Total	<u>\$ 62.1</u>	<u>\$ 104.8</u>
<b>Other non-current liabilities:</b>		
Deferred income taxes	\$ 8.6	\$ 8.7
Reserve for uncertain tax positions	20.0	17.5
Deferred compensation liability	10.9	9.3
Other non-current liabilities	3.6	5.9
Non-current software accrual	1.9	2.1
Total	<u>\$ 45.0</u>	<u>\$ 43.5</u>

## 8. Allowance for Credit Losses

In accordance with ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, the Company evaluates its allowance based on expected losses rather than incurred losses, which is known as the current expected credit loss model. The allowance is determined using the loss rate approach and is measured on a collective (pool) basis when similar risk characteristics exist. Where financial instruments do not share risk characteristics, they are evaluated on an individual basis. The allowance is based on relevant available information, from internal and external sources, relating to past events, current conditions, and reasonable and supportable forecasts.

Activity in the allowance for credit losses is summarized as follows (in millions):

	Six Months Ended June 30,	
	2023	2022
Opening balance at January 1	\$ 5.8	\$ 2.9
Charges to expense, net of recoveries	(0.3)	1.7
Other (1)	(2.0)	(0.1)
Balance at June 30	<u>\$ 3.5</u>	<u>\$ 4.5</u>

(1) Other is primarily related to uncollected balances written off, business acquisitions, and currency translation adjustments.

## 9. Business Combinations

### 2022 Acquisitions

On October 11, 2022, the Company acquired all of the outstanding capital stock of Ameex. Ameex is a digital experience consultancy headquartered in Schaumburg, Illinois, with offshore operations located in Chennai, India. The acquisition of Ameex strengthened the Company's global delivery capabilities, enhanced agile software design, and further expanded our operations in India. Ameex added more than 400 professionals and strategic client relationships across several industries. The Company's total allocable purchase price consideration was \$36.1 million, net of cash acquired. The Company incurred approximately \$1.7 million in transaction costs, which were expensed when incurred. The goodwill is non-deductible for tax purposes.



On September 7, 2022, the Company acquired all of the outstanding capital stock of Inflection Point. Inflection Point is a software consulting and product development firm with nearshore operations based in Monterrey, Mexico, and headquarters in Columbia, Maryland. The acquisition of Inflection Point strengthened the Company's nearshore delivery capacity, enhanced our digital capabilities, and further expanded our operations across Latin America. Inflection Point added more than 200 professionals and strategic client relationships with customers across several industries. The Company's total allocable purchase price consideration was \$54.0 million, net of cash acquired. The Company incurred approximately \$1.6 million in transaction costs, which were expensed when incurred. The goodwill is non-deductible for tax purposes.

The acquisition date fair value of the consideration transferred for the 2022 acquisitions consisted of the following (in millions):

	<b>Ameex</b>	<b>Inflection Point</b>
Cash, net of cash acquired	\$ 26.1	\$ 44.6
Company common stock issued at closing	4.2	3.0
Contingent consideration (1)	4.2 (2)	6.6 (3)
Net working capital adjustment due to the seller(s)	1.6	(0.2)
<b>Total allocable purchase price consideration</b>	<b>\$ 36.1</b>	<b>\$ 54.0</b>

- (1) Represents the initial fair value estimate of additional revenue and earnings-based contingent consideration, which may be realized by the sellers 12 months after the closing date of the acquisition.
- (2) The maximum cash payout that may be realized by the sellers in the Ameex acquisition is \$5.7 million. As of June 30, 2023, the fair value of the contingent consideration was \$4.4 million.
- (3) The maximum cash payout that may be realized by the sellers in the Inflection Point acquisition is \$13.0 million. As of June 30, 2023, the fair value of the contingent consideration was \$1.8 million. The Company recorded a pre-tax adjustment to reduce the liability in "Adjustment to fair value of contingent consideration" on the Unaudited Condensed Consolidated Statements of Operations of \$2.8 million and \$4.9 million during the three and six months ended June 30, 2023, respectively.

The Company has estimated the preliminary allocation of the total purchase price consideration between tangible assets, identified intangible assets, liabilities, and goodwill as follows (in millions):

	<b>Ameex</b>	<b>Inflection Point</b>
Acquired tangible assets	\$ 6.8	\$ 3.4
Identified intangible assets	13.2	20.1
Liabilities assumed	(5.6)	(10.0)
Goodwill	21.7	40.5
<b>Total allocable purchase price consideration</b>	<b>\$ 36.1</b>	<b>\$ 54.0</b>

The following table presents details as of June 30, 2023 of the intangible assets acquired during the year ended December 31, 2022 (dollars in millions).

	<b>Weighted Average Useful Life</b>	<b>Estimated Useful Life</b>	<b>Aggregate Acquisitions</b>
Customer relationships	10 years	10 years	\$ 29.9
Customer backlog	1 year	1 year	2.8
Non-compete agreements	5 years	5 years	0.3
Trade name	1 year	1 year	0.3
<b>Total acquired intangible assets</b>			<b>\$ 33.3</b>

The above purchase price accounting estimates for Inflection Point and Ameex are pending finalization of certain acquired tangible and intangible assets, contingent consideration valuation, and a net working capital settlement for Ameex that is subject to final adjustment as the Company evaluates information during the measurement period.

## Pro-forma Results of Operations

Pro-forma results of operations have not been presented for Inflection Point or Ameex because the effect of these acquisitions on the Company's condensed consolidated financial statements were not material individually or in the aggregate.

### 10. Goodwill and Intangible Assets

Goodwill represents the excess purchase price over the fair value of net assets acquired, or net liabilities assumed, in a business combination. In accordance with ASC Topic 350, *Intangibles – Goodwill and Other*, the Company performs an annual impairment review in the fourth quarter and more frequently if events or changes in circumstances indicate that goodwill might be impaired. There was no indication that goodwill became impaired for the three and six months ended June 30, 2023.

Other intangible assets include customer relationships, non-compete arrangements, trade names, customer backlog, and developed software, which are being amortized over the assets' estimated useful lives using the straight-line method. Estimated useful lives range from less than one year to ten years. Amortization of customer relationships, non-compete arrangements, trade names, customer backlog, and developed software is considered an operating expense and is included in "Amortization" in the accompanying Unaudited Condensed Consolidated Statements of Operations. The Company periodically reviews the estimated useful lives of its identifiable intangible assets, taking into consideration any events or circumstances that might result in a lack of recoverability or revised useful life. There was no indication that other intangible assets became impaired for the three and six months ended June 30, 2023.

#### Goodwill

The changes in the carrying amount of goodwill for the six months ended June 30, 2023 are as follows (in millions):

Balance at December 31, 2022	\$	565.2
Measurement period adjustments for acquisitions		2.4
Effect of foreign currency translation adjustments		7.6
Balance at June 30, 2023	\$	575.2

#### Intangible Assets with Definite Lives

The following table presents a summary of the Company's intangible assets that are subject to amortization (in millions):

	June 30, 2023 (unaudited)			December 31, 2022		
	Gross Carrying Amounts	Accumulated Amortization	Net Carrying Amounts	Gross Carrying Amounts	Accumulated Amortization	Net Carrying Amounts
Customer relationships	\$ 154.4	\$ (78.7)	\$ 75.7	\$ 151.9	\$ (68.4)	\$ 83.5
Non-compete agreements	1.7	(1.1)	0.6	1.7	(1.0)	0.7
Customer backlog	2.7	(2.1)	0.6	2.7	(0.7)	2.0
Trade name	1.0	(0.9)	0.1	0.9	(0.7)	0.2
Developed software	8.5	(6.1)	2.4	7.8	(5.3)	2.5
Total	\$ 168.3	\$ (88.9)	\$ 79.4	\$ 165.0	\$ (76.1)	\$ 88.9

The estimated useful lives of identifiable intangible assets are as follows:

Customer relationships	5 - 10 years
Non-compete agreements	4 - 5 years
Customer backlog	1 year
Trade name	1 year
Developed software	1 - 7 years

Estimated annual amortization expense for the next five years ended December 31 and thereafter is as follows (in millions):

2023 remaining	\$	9.1
2024	\$	15.2
2025	\$	11.9
2026	\$	9.6
2027	\$	7.3
Thereafter	\$	26.3

## 11. Long-term Debt

### *Revolving Credit Facility*

On March 29, 2023, the Company amended and restated its existing credit agreement by entering into a Second Amended and Restated Credit Agreement (the “2023 Credit Agreement”) with Wells Fargo Bank, National Association, as administrative agent and the other lenders parties thereto. The 2023 Credit Agreement provides for revolving credit borrowings up to a maximum principal amount of \$300.0 million, subject to a commitment increase of \$75.0 million. All outstanding amounts owed under the 2023 Credit Agreement become due and payable no later than the final maturity date of March 29, 2028. As of June 30, 2023, there was no outstanding balance under the 2023 Credit Agreement. The Company incurred \$0.8 million of additional deferred finance fees during the six months ended June 30, 2023.

The 2023 Credit Agreement also allows for the issuance of letters of credit in the aggregate amount of up to \$10.0 million at any one time; outstanding letters of credit reduce the credit available for revolving credit borrowings. As of June 30, 2023, the Company had one outstanding letter of credit for \$0.1 million. Substantially all of the Company’s assets are pledged to secure the credit facility.

Borrowings under the 2023 Credit Agreement bear interest at the Company’s option of the prime rate (8.25% on June 30, 2023) plus a margin ranging from 0.00% to 1.00% or one month Secured Overnight Financing Rate (“SOFR”) (5.09% on June 30, 2023) plus a margin ranging from 1.00% to 2.00%. The Company incurs an annual commitment fee of 0.15% to 0.20% on the unused portion of the line of credit. The additional margin amount and annual commitment fee are dependent on the level of outstanding borrowings. As of June 30, 2023, the Company had \$299.9 million of unused borrowing capacity.

The Company is required to comply with various financial covenants under the 2023 Credit Agreement. At June 30, 2023, the Company was in compliance with all covenants under the 2023 Credit Agreement.

### *Convertible Senior Notes due 2026*

On November 9, 2021, the Company issued \$380.0 million aggregate principal amount of 0.125% Convertible Senior Notes Due 2026 (the “2026 Notes”) in a private placement to qualified institutional buyers pursuant to an exemption from registration provided by Section 4(a)(2) and Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”). The 2026 Notes bear interest at a rate of 0.125% per year. Interest is payable in cash on May 15 and November 15 of each year, with the first payment made on May 15, 2022. The 2026 Notes mature on November 15, 2026 unless earlier converted, redeemed or repurchased in accordance with their terms prior to such date. The initial conversion rate is 5.2100 shares of the Company’s common stock per \$1,000 principal amount of 2026 Notes, which is equivalent to an initial conversion price of approximately \$191.94 per share of common stock. After consideration of the 2026 Notes Hedges and 2026 Notes Warrants (as defined and described below), the conversion rate is effectively hedged to a price of \$295.29 per share of common stock. The

conversion rate, and thus the conversion price, may be adjusted under certain circumstances as described in the indenture governing the 2026 Notes (the “2026 Indenture”). The Company may settle conversions by paying or delivering, as applicable, cash, shares of its common stock or a combination of cash and shares of its common stock, at the Company’s election, based on the applicable conversion rate(s). If a “make-whole fundamental change” (as defined in the 2026 Indenture) occurs, then the Company will in certain circumstances increase the conversion rate for a specified period of time. The Company’s intent is to settle the principal amount of the 2026 Notes in cash upon conversion.

#### *Convertible Senior Notes due 2025*

On August 14, 2020, the Company issued \$230.0 million aggregate principal amount of 1.250% Convertible Senior Notes Due 2025 (the “2025 Notes”) in a private placement to qualified institutional purchasers pursuant to an exemption from registration provided by Section 4(a)(2) and Rule 144A under the Securities Act. The 2025 Notes bear interest at a rate of 1.250% per year. Interest is payable in cash on February 1 and August 1 of each year. The 2025 Notes mature on August 1, 2025 unless earlier converted, redeemed or repurchased in accordance with their terms prior to such date. The initial conversion rate is 19.3538 shares of the Company’s common stock per \$1,000 principal amount of 2025 Notes, which is equivalent to an initial conversion price of approximately \$51.67 per share of common stock. After consideration of the 2025 Notes Hedges and 2025 Notes Warrants (as defined and described below), the conversion rate is effectively hedged to a price of \$81.05 per share of common stock. The conversion rate, and thus the conversion price, may be adjusted under certain circumstances as described in the indenture governing the 2025 Notes (the “2025 Indenture”). The Company may settle conversions by paying or delivering, as applicable, cash, shares of its common stock or a combination of cash and shares of its common stock, at the Company’s election, based on the applicable conversion rate(s). If a “make-whole fundamental change” (as defined in the 2025 Indenture) occurs, then the Company will in certain circumstances increase the conversion rate for a specified period of time. The Company’s intent is to settle the principal amount of the 2025 Notes in cash upon conversion.

#### *Other Terms of the Notes*

The 2025 Notes and 2026 Notes may be converted at the holder’s option prior to the close of business on the business day immediately preceding August 1, 2025 for the 2025 Notes and November 15, 2026 for the 2026 Notes, but only under the following circumstances:

- during any calendar quarter commencing after the calendar quarter ending on September 30, 2020 for the 2025 Notes and December 31, 2021 for the 2026 Notes, if the last reported sale price per share of the Company’s common stock exceeds 130% of the applicable conversion price for each of at least 20 trading days during the 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter;
- during the five consecutive business days immediately after any 10 consecutive trading day period (such 10 consecutive trading day period, the “measurement period”) in which the trading price per \$1,000 principal amount of notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price per share of the Company’s common stock on such trading day and the applicable conversion rate on such trading day;
- upon the occurrence of certain corporate events or distributions on the Company’s common stock described in the 2025 Indenture and 2026 Indenture; and
- at any time from, and including, February 3, 2025 for 2025 Notes and May 15, 2026 for 2026 Notes, until the close of business on the second scheduled trading day immediately before the maturity date for the 2025 Notes and 2026 Notes.

The Company may not redeem the 2025 Notes and 2026 Notes at its option before maturity. If a “fundamental change” (as defined in the 2025 Indenture and 2026 Indenture) occurs, then, except as described in the 2025 Indenture and 2026 Indenture, noteholders may require the Company to repurchase their 2025 Notes and 2026 Notes at a cash repurchase price equal to the principal amount of the 2025 Notes and 2026 Notes to be repurchased, plus accrued and unpaid interest, if any.

During the three months ended June 30, 2023, the conditional conversion features of the 2025 Notes were triggered as the last reported sale price of the Company’s common stock was greater than or equal to 130% of the conversion price for at least 20 trading days in the period of 30 consecutive trading days ended on June 30, 2023 (the last trading day of the fiscal quarter). Therefore, the 2025 Notes are currently convertible, in whole or in part, at the option of the holder during the quarter ending September 30, 2023. Whether the 2025 Notes will be convertible following such period will depend on the continued satisfaction of this condition or another conversion condition in the future. Since the Company has the election of repaying the 2025 Notes in cash, shares of the Company’s common stock, or a combination of both, the Company continued to classify the 2025 Notes as long-term debt on the Condensed Consolidated Balance Sheet as of June 30, 2023 (unaudited). As of the date of this filing, none of the current holders of the 2025 Notes as of June 30, 2023 have submitted requests for conversion. As of June 30, 2023, none of the conditions permitting holders to convert their 2026 Notes had been satisfied and no shares of the

Company's common stock had been issued in connection with any conversions of the 2026 Notes. Based on the closing price of the Company's common stock of \$83.33 per share on June 30, 2023, the conversion value of the 2026 Notes was less than the principal amount of the 2026 Notes outstanding on a per note basis, and the conversion value of the 2025 Notes was greater than the principal amount of the 2025 Notes outstanding on a per note basis.

The 2025 Notes and 2026 Notes consisted of the following (in millions):

	<b>June 30, 2023 (unaudited)</b>	
	<b>2026 Notes</b>	<b>2025 Notes</b>
Long-term debt:		
Principal	\$ 380.0	\$ 23.3
Less: Unamortized debt issuance costs	(7.3)	(0.3)
Net carrying amount	<u>\$ 372.7</u>	<u>\$ 23.0</u>

	<b>December 31, 2022</b>	
	<b>2026 Notes</b>	<b>2025 Notes</b>
Long-term debt:		
Principal	\$ 380.0	\$ 23.3
Less: Unamortized debt issuance costs	(8.3)	(0.4)
Net carrying amount	<u>\$ 371.7</u>	<u>\$ 22.9</u>

Interest expense for the three and six months ended June 30, 2023 and 2022 related to the 2026 Notes and 2025 Notes consisted of the following (in millions):

#### 2026 Notes

	<b>Three Months Ended June 30,</b>		<b>Six Months Ended June 30,</b>	
	<b>2023</b>	<b>2022</b>	<b>2023</b>	<b>2022</b>
Coupon interest	\$ 0.1	\$ 0.1	\$ 0.2	\$ 0.2
Amortization of debt issuance costs	0.6	0.6	1.0	1.1
Total interest expense recognized	<u>\$ 0.7</u>	<u>\$ 0.7</u>	<u>\$ 1.2</u>	<u>\$ 1.3</u>

#### 2025 Notes

	<b>Three Months Ended June 30,</b>		<b>Six Months Ended June 30,</b>	
	<b>2023</b>	<b>2022</b>	<b>2023</b>	<b>2022</b>
Coupon interest	\$ 0.1	\$ 0.1	\$ 0.1	\$ 0.1
Amortization of debt issuance costs	—	—	0.1	0.1
Total interest expense recognized	<u>\$ 0.1</u>	<u>\$ 0.1</u>	<u>\$ 0.2</u>	<u>\$ 0.2</u>

#### Convertible Notes Hedges

In connection with the issuance of the 2026 Notes and 2025 Notes, the Company entered into privately negotiated convertible note hedge transactions (the "2026 Notes Hedges" and the "2025 Notes Hedges"), and together, the "Notes Hedges") with certain of the initial purchasers or their respective affiliates and/or other financial institutions (the "Option Counterparties"). As of June 30, 2023, the 2026 Notes Hedges provide the Company with the option to acquire, on a net settlement basis, approximately 2.0 million shares of common stock at a strike price of \$191.94, which is equal to the number of shares of common stock that notionally underlie the 2026 Notes and correspond to the conversion price of the 2026 Notes. As of June 30, 2023, the 2025 Notes Hedges provided the Company with the option to acquire, on a net settlement basis, approximately 0.5 million shares of common stock at a strike price of \$51.67, which is equal to the number of shares of common stock that notionally underlie the 2025 Notes and correspond to the conversion price of the 2025 Notes. If the Company elects cash settlement and exercises the Notes Hedges, the aggregate amount of cash received from the Option

Counterparties will cover the aggregate amount of cash that the Company would be required to pay to the holders of the Notes, less the principal amount thereof. The Notes Hedges do not meet the criteria for separate accounting as a derivative as they are indexed to the Company's stock and are accounted for as freestanding financial instruments.

#### *Convertible Notes Warrants*

In connection with the issuance of the 2026 Notes and 2025 Notes, the Company also sold net-share-settled warrants (the "2026 Notes Warrants", and the "2025 Notes Warrants," respectively, and together, the "Notes Warrants") in privately negotiated transactions with the Option Counterparties. The strike price of the 2026 Notes Warrants and 2025 Notes Warrants was approximately \$295.29 and \$81.05 per share, respectively, and is subject to certain adjustments under the terms of their respective Notes Warrants. As a result of the 2026 Notes Warrants and 2025 Notes Warrants and related transactions, the Company is required to recognize incremental dilution of earnings per share to the extent the average share price for any fiscal quarter is over \$295.29 for the 2026 Notes Warrants and \$81.05 for the 2025 Notes Warrants. The 2026 Notes Warrants and the 2025 Notes Warrants expire over a period of 80 trading days commencing on February 15, 2027 and over a period of 100 trading days commencing on November 1, 2025, respectively, and may be settled in net shares of common stock or net cash at the Company's election. As of June 30, 2023, 2.0 million warrant shares and 0.5 million warrant shares were outstanding for the 2026 Notes Warrants and 2025 Notes Warrants, respectively.

## **12. Income Taxes**

The Company's effective tax rate was 24.9% and 25.8% for the three and six months ended June 30, 2023, respectively. The effective tax rates for the three and six months ended June 30, 2023 were higher than the U.S. statutory rate of 21.0% primarily due to state taxes, Internal Revenue Code Section 162(m) compensation limitations and foreign operations, partially offset by tax benefits for share based compensation deductions, research credits and acquisition adjustments.

The Company's effective tax rate was 28.0% and 23.3% for the three and six months ended June 30, 2022, respectively. The effective tax rates for the three and six months ended June 30, 2022 were higher than the U.S. statutory rate of 21.0% primarily due to state taxes, Internal Revenue Code Section 162(m) compensation limitations and foreign operations, partially offset by tax benefits for share based compensation deductions and research credits.

The Company's unrecognized tax benefits decreased by \$4.2 million in the current quarter primarily due to settlements with taxing authorities.

## **13. Derivatives**

In the normal course of business, the Company uses derivative financial instruments to manage foreign currency exchange rate risk. Currency exposure is monitored and managed by the Company as part of its risk management program which seeks to reduce the potentially adverse effects that market volatility could have on operating results. The Company's derivative financial instruments consist of non-deliverable and deliverable foreign currency forward contracts. Derivative financial instruments are neither held nor issued by the Company for trading purposes.

### **Derivatives Not Designated as Hedging Instruments**

Both the gain or loss on the derivatives not designated as hedging instruments and the offsetting loss or gain on the hedged item attributable to the hedged risk are recognized in current earnings. Realized gains or losses and changes in the estimated fair value of foreign currency forward contracts that have not been designated as hedges were a net gain of \$1.2 million and net gain of \$1.6 million during the three and six months ended June 30, 2023, respectively. Realized gains or losses and changes in the estimated fair value of foreign currency forward contracts that have not been designated as hedges were a net loss of \$0.8 million and net gain of \$0.1 million during the three and six months ended June 30, 2022, respectively. Gains and losses on these contracts are recorded in net other expense (income) and net interest expense in the Unaudited Condensed Consolidated Statements of Operations and are offset by losses and gains on the related hedged items.

The notional amounts of the Company's derivative instruments outstanding were as follows (in millions):

	<u>June 30, 2023 (unaudited)</u>	<u>December 31, 2022</u>
<b>Derivatives not designated as hedges</b>		
Foreign exchange contracts	\$ 36.7	\$ 31.0
Total derivatives not designated as hedges	<u>\$ 36.7</u>	<u>\$ 31.0</u>

#### 14. Fair Value Measurements

The fair value hierarchy is based on inputs to valuation techniques that are used to measure fair value that are either observable or unobservable. Observable inputs reflect assumptions market participants would use in pricing an asset or liability based on market data obtained from independent sources while unobservable inputs reflect a reporting entity's pricing based upon its own market assumptions.

The fair value hierarchy consists of the following three levels:

- Level 1 – Inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2 – Inputs are quoted prices for similar assets or liabilities in an active market, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable and market-corroborated inputs which are derived principally from or corroborated by observable market data.
- Level 3 – Inputs are derived from valuation techniques in which one or more significant inputs or value drivers are unobservable.

The carrying value of cash and cash equivalents, accounts receivable, accounts payable, current liabilities and the revolving line of credit approximate fair value because of the short maturity of these instruments.

All highly liquid investments with maturities at date of purchase of three months or less are considered to be cash equivalents. Based on their short-term nature, the carrying value of cash equivalents approximate their fair value. As of June 30, 2023 and December 31, 2022, \$36.5 million and \$8.4 million, respectively, of the Company's cash and cash equivalents balance related to money-market fund investments. These short-term money-market funds are considered Level 1 investments.

The Company has a deferred compensation plan, which is funded through COLI policies. The COLI asset is carried at fair value derived from quoted market prices of investments within the COLI policies, which are considered Level 2 inputs. The fair value of the COLI asset was \$11.8 million and \$10.5 million as of June 30, 2023 and December 31, 2022, respectively.

The Company estimates the fair value of each foreign exchange forward contract by using the present value of expected cash flows. The estimate takes into account the difference between the current market forward price and contracted forward price for each foreign exchange contract and applies the difference in the rates to each outstanding contract. Valuations for all derivatives fall within Level 2 of the GAAP valuation hierarchy. The fair values of the Company's derivative instruments outstanding as of June 30, 2023 and December 31, 2022 were immaterial.

The Company has contingent consideration liabilities related to acquisitions which are measured on a recurring basis and recorded at fair value, determined using the discounted cash flow method. The inputs used to calculate the fair value of the contingent consideration liabilities are considered to be Level 3 inputs due to the lack of relevant market activity and significant management judgment. An increase in future cash flows may result in a higher estimated fair value while a decrease in future cash flows may result in a lower estimated fair value of the contingent consideration liabilities. Remeasurements to fair value are recorded in adjustment to fair value of contingent consideration in the Unaudited Condensed Consolidated Statements of Operations. Refer to Note 7, *Balance Sheet Components*, for the estimated fair value of the contingent consideration liabilities as of June 30, 2023 and December 31, 2022.

The fair value of the Notes is measured using quoted price inputs. The Notes are not actively traded, and thus the price inputs represent a Level 2 measurement. As the quoted price inputs are highly variable from day to day, the fair value estimates could significantly increase or decrease.

The Notes are carried at their principal amount less unamortized issuance costs, and are not carried at fair value at each period end. The approximate fair value of the 2026 Notes as of June 30, 2023 and December 31, 2022 was \$315.4 million and \$295.5 million, respectively. The approximate fair value of the 2025 Notes as of June 30, 2023 and December 31, 2022 was \$39.1 million and \$33.8 million, respectively. The fair values were estimated on the basis of inputs that are observable in the market and are considered Level 2 fair value measurements.

## 15. Leases

The Company leases office space under various operating lease agreements, which have remaining lease terms of less than one year to seven years. Operating leases are included in operating lease right-of-use assets, other current liabilities, and operating lease liabilities on the consolidated balance sheet. Operating lease expense for the three and six months ended June 30, 2023 was \$3.2 million and \$6.5 million, respectively, and \$3.2 million and \$6.4 million for the three and six months ended June 30, 2022.

Supplemental balance sheet information related to leases was as follows (in millions):

	June 30, 2023 (unaudited)	December 31, 2022
Other current liabilities	\$ 7.3	\$ 10.3
Operating lease liabilities	20.0	18.5
<b>Total</b>	<b>\$ 27.3</b>	<b>\$ 28.8</b>

Future minimum lease payments as of June 30, 2023 were as follows (in millions):

	June 30, 2023 (unaudited)
2023 remaining	\$ 3.6
2024	8.7
2025	6.3
2026	3.9
2027	3.6
Thereafter	3.4
<b>Total future lease payments</b>	<b>29.5</b>
Less implied interest	(2.2)
<b>Total</b>	<b>\$ 27.3</b>

## 16. Commitments and Contingencies

From time to time the Company is involved in legal proceedings, claims and litigation related to employee claims, contractual disputes and taxes in the ordinary course of business. Although the Company cannot predict the outcome of such matters, currently the Company has no reason to believe the disposition of any current matter could reasonably be expected to have a material adverse impact on the Company's financial position, results of operations or the ability to carry on any of its business activities.



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

*Statements made in this Form 10-Q, including without limitation this Management's Discussion and Analysis of Financial Condition and Results of Operations, other than statements of historical information, are forward looking statements within the meaning of Section 27A of the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements may sometimes be identified by such words as "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of those words and other comparable words. We believe that it is important to communicate our future expectations to investors. However, these forward-looking statements involve many risks and uncertainties. Our actual results could differ materially from those indicated in such forward-looking statements as a result of certain factors, including but not limited to, those set forth under "Risk Factors" in our Annual Report on Form 10-K previously filed with the SEC and elsewhere in this Form 10-Q. We are under no duty to update any of the forward-looking statements after the date of this Form 10-Q to conform these statements to actual results. For additional information, see the "Special Note Regarding Forward-Looking Statements" contained in this Form 10-Q.*

### Overview

Perficient is a global digital consultancy transforming how the world's biggest brands connect with customers and grow their businesses. We help clients, primarily focused in North America, gain competitive advantage by using digital technology to: make their businesses more responsive to market opportunities; strengthen relationships with customers, suppliers, and partners; improve productivity; and reduce information technology costs. With unparalleled strategy, creative and technology capabilities, across industries, our end-to-end digital consulting services help our clients drive faster speed-to-market capabilities and stronger, more compelling experiences for consumers. We go to market with six primary service categories – strategy and transformation, data and intelligence, platforms and technology, customer experience and digital marketing, innovation and product development, and optimized global delivery. Within each service category, and collectively, we deliver a deep and broad portfolio of solutions that enable our clients to operate a real-time enterprise that dynamically adapts business processes and the systems that support them to meet the changing demands of a global and competitive marketplace.

### Services Revenues

Services revenues are derived from professional services that include developing, implementing, integrating, automating and extending business processes, technology infrastructure, and software applications. Professional services revenues are recognized over time as services are rendered. Most of our projects are performed on a time and materials basis, while a portion of our revenues is derived from projects performed on a fixed fee or fixed fee percent complete basis. For time and material projects, revenues are recognized and billed by multiplying the number of hours our professionals expend in the performance of the project by the hourly rates. For fixed fee contracts, revenues are recognized and billed by multiplying the established fixed rate per time period by the number of time periods elapsed. For fixed fee percent complete projects, revenues are generally recognized using an input method based on the ratio of hours expended to total estimated hours. Fixed fee percent complete engagements represented 7% of our services revenues for each of the three and six months ended June 30, 2023, and 6% for each of the three and six months ended June 30, 2022. On most projects, we are reimbursed for out-of-pocket expenses including travel and other project-related expenses. These reimbursements are included as a component of the transaction price of the respective professional services contract. The aggregate amount of reimbursed expenses will fluctuate depending on the location of our clients, the total number of our projects that require travel, the impact of travel restrictions imposed as a result of health emergencies and pandemics, and whether our arrangements with our clients provide for the reimbursement of such expenses. In conjunction with services provided, we occasionally receive referral fees under partner programs. These referral fees are recognized at a point in time when earned and recorded within services revenues.

### Software and Hardware Revenues

Software and hardware revenues are derived from sales of third-party software and hardware resales, in which we are considered the agent, and sales of internally developed software, in which we are considered the principal. Revenues from sales of third-party software and hardware are recorded on a net basis, while revenues from internally developed software sales are recorded on a gross basis. Software and hardware revenues are expected to fluctuate depending on our clients' demand for these products.

There are no significant cancellation or termination-type provisions for our software and hardware sales. Contracts for our professional services provide for a general right, to the client or us, to cancel or terminate the contract within a given period of time (generally 10 to 30 days' notice is required). The client is responsible for any time and expenses incurred up to the date of cancellation or termination of the contract.

## Cost of Revenues

Cost of revenues consists of cost of services, primarily related to cash and non-cash compensation and benefits (including bonuses and non-cash compensation related to equity awards), costs associated with subcontractors, reimbursable expenses and other project-related expenses. Cost of revenues does not include depreciation of assets used in the production of revenues which are primarily personal computers, servers, and other information technology related equipment. In accordance with Accounting Standards Codification (“ASC”) Topic 606, *Revenue from Contracts with Customers*, sales of third-party software and hardware are presented on a net basis, and as such, third-party software and hardware costs are not presented within cost of revenues.

Our cost of services as a percentage of services revenues is affected by the utilization rates of our professionals (defined as the percentage of our professionals’ time billed to clients divided by the total available hours in the respective period), the salaries we pay our professionals, and the average billing rate we receive from our clients. If a project ends earlier than scheduled, we retain professionals in advance of receiving project assignments, or demand for our services declines, our utilization rate will decline and adversely affect our cost of services as a percentage of services revenues.

## Selling, General, and Administrative Expenses

Selling, general and administrative (“SG&A”) expenses are primarily composed of sales-related costs, general and administrative salaries, stock compensation expense, office costs, recruiting expense, variable compensation costs, marketing costs and other miscellaneous expenses.

## Plans for Growth and Acquisitions

Our goal is to continue to build one of the leading information technology consulting firms by expanding our relationships with existing and new clients and through the continuation of our disciplined acquisition strategy. Our future growth plan includes expanding our business with a primary focus on customers in the United States, both organically and through acquisitions. We also intend to further leverage our existing offshore and nearshore capabilities to support our future growth and provide our clients flexible options for project delivery.

When analyzing revenue growth by base business compared to acquired companies in the Results of Operations section below, revenue attributable to base business includes revenue from an acquired company that has been owned for a full four quarters after the date of acquisition.

## Results of Operations

### Three months ended June 30, 2023 compared to three months ended June 30, 2022

**Revenues.** Total revenues increased 3.8% to \$231.1 million for the three months ended June 30, 2023 from \$222.7 million for the three months ended June 30, 2022.

	Financial Results (in millions)			Explanation for Increases (Decreases) Over Prior Year Period (in millions)	
	Three Months Ended June 30,		Total Increase Over Prior Year Period	Increase Attributable to Revenue Delivered by Resources of Acquired Companies	Decrease Attributable to Revenue Delivered by Base Business Resources
	2023	2022			
Services revenues	\$ 230.7	\$ 222.3	\$ 8.4	\$ 8.9	\$ (0.5)
Software and hardware revenues	0.4	0.4	—	—	—
Total revenues	\$ 231.1	\$ 222.7	\$ 8.4	\$ 8.9	\$ (0.5)

Services revenues increased 3.8% to \$230.7 million for the three months ended June 30, 2023 from \$222.3 million for the three months ended June 30, 2022. The increase in services revenues is primarily attributable to services revenues delivered by resources of acquired companies, which increased \$8.9 million.

Software and hardware revenues remained constant at \$0.4 million for the three months ended June 30, 2023 and 2022.

*Cost of Revenues (exclusive of depreciation and amortization, discussed separately below).* Cost of revenues increased 6.9% to \$146.2 million for the three months ended June 30, 2023 from \$136.8 million for the three months ended June 30, 2022 primarily due to higher headcount. Services costs as a percentage of services revenues increased to 63.4% for the three months ended June 30, 2023 from 61.5% for the three months ended June 30, 2022 primarily due to lower offshore/nearshore utilization and higher benefit costs.

*Selling, General and Administrative.* SG&A expenses increased to \$44.2 million for the three months ended June 30, 2023 from \$40.9 million for the three months ended June 30, 2022. SG&A expenses as a percentage of revenues were 19.1% and 18.3% for the three months ended June 30, 2023 and June 30, 2022. The increase in SG&A expenses as a percentage of revenues was primarily related to increases in sales related headcount.

*Depreciation.* Depreciation expense increased 10.9% to \$2.2 million for the three months ended June 30, 2023 from \$2.0 million for the three months ended June 30, 2022. Depreciation expense as a percentage of revenues was 1.0% for the three months ended June 30, 2023 and 0.9% for the three months ended June 30, 2022. Depreciation expense increased primarily due to additional assets placed in service since the prior period.

*Amortization.* Amortization expense decreased 7.9% to \$5.5 million for the three months ended June 30, 2023 from \$6.0 million for the three months ended June 30, 2022. Amortization expense as a percentage of revenues was 2.4% for the three months ended June 30, 2023 and 2.7% for the three months ended June 30, 2022. Amortization expense decreased primarily due to certain intangibles from previous periods becoming fully amortized.

*Acquisition Costs.* Acquisition-related costs were immaterial for the three months ended June 30, 2023 and 2022. Costs were incurred for legal, accounting, tax, investment bank and advisor fees, and valuation services performed by third parties in connection with merger and acquisition-related activities.

*Adjustment to Fair Value of Contingent Consideration.* An adjustment of \$2.7 million was recorded during the three months ended June 30, 2023 which represents the net fair market value adjustment to Inflection Point Systems, Inc. (“Inflection Point”) revenue and earnings-based contingent consideration liabilities, net of accretion for Inflection Point and Ameex Technologies Corporation (“Ameex”). An adjustment of \$2.5 million was recorded during the three months ended June 30, 2022 which represents the net fair market adjustment to the revenue and earnings-based contingent consideration liabilities for Talos LLC, Talos Digital LLC, Talos Digital SAS and TCOMM SAS (“Talos”), net of accretion for Talos and Izmul S.A. (“Overactive”).

*Net Interest Expense.* Net interest expense decreased to \$0.3 million for the three months ended June 30, 2023 from \$0.8 million for the three months ended June 30, 2022. The decrease in net interest expense was primarily due to a \$0.5 million increase in interest income.

*Provision for Income Taxes.* We provide for federal, state and foreign income taxes at the applicable statutory rates adjusted for non-deductible expenses. Our effective tax rate decreased to 24.9% for the three months ended June 30, 2023 from 28.0% for the three months ended June 30, 2022. The decrease in effective tax rate was primarily due to a decrease in the Internal Revenue Code Section 162(m) compensation limitation compared to the prior year quarter.

#### **Six months ended June 30, 2023 compared to six months ended June 30, 2022**

*Revenues.* Total revenues increased 4.0% to \$462.5 million for the six months ended June 30, 2023 from \$444.8 million for the six months ended June 30, 2022.

	Financial Results (in millions)			Explanation for Increases (Decreases) Over Prior Year Period (in millions)	
	Six Months Ended June 30,		Total Increase (Decrease) Over Prior Year Period	Increase Attributable to Revenue Delivered by Resources of Acquired Companies	Increase (Decrease) Attributable to Revenue Delivered by Base Business Resources
	2023	2022			
Services revenues	\$ 461.6	\$ 443.7	\$ 17.9	\$ 17.8	\$ 0.1
Software and hardware revenues	0.9	1.1	(0.2)	—	(0.2)
Total revenues	\$ 462.5	\$ 444.8	\$ 17.7	\$ 17.8	\$ (0.1)

Services revenues increased 4.0% to \$461.6 million for the six months ended June 30, 2023 from \$443.7 million for the six months ended June 30, 2022. The increase in services revenues is primarily attributable to services revenues delivered by resources of acquired companies, which increased \$17.8 million.

Software and hardware revenues decreased to \$0.9 million for the six months ended June 30, 2023 from \$1.1 million for the six months ended June 30, 2022.

*Cost of Revenues (exclusive of depreciation and amortization, discussed separately below).* Cost of revenues increased 5.5% to \$290.4 million for the six months ended June 30, 2023 from \$275.3 million for the six months ended June 30, 2022 primarily due to higher headcount. Services costs as a percentage of services revenues increased to 62.9% for the six months ended June 30, 2023 from 62.0% for the six months ended June 30, 2022 primarily due to lower offshore/nearshore utilization and higher benefit costs.

*Selling, General and Administrative.* SG&A expenses increased to \$88.1 million for the six months ended June 30, 2023 from \$83.1 million for the six months ended June 30, 2022. SG&A expenses as a percentage of revenues was 19.0% for the six months ended June 30, 2023 and 18.7% for the six months ended June 30, 2022. The increase in SG&A expenses as a percentage of revenues was primarily related to increases in sales related headcount.

*Depreciation.* Depreciation expense increased 16.8% to \$4.5 million for the six months ended June 30, 2023 from \$3.9 million for the six months ended June 30, 2022. Depreciation expense as a percentage of revenues was 1.0% for the six months ended June 30, 2023 and 0.9% for the six months ended June 30, 2022. Depreciation expense increased primarily due to additional assets placed in service since the prior period.

*Amortization.* Amortization expense decreased 5.3% to \$11.3 million for the six months ended June 30, 2023 from \$12.0 million for the six months ended June 30, 2022. Amortization expense as a percentage of revenues was 2.5% for the six months ended June 30, 2023 and 2.7% for the six months ended June 30, 2022. Amortization expense decreased primarily due to certain intangibles from previous periods becoming fully amortized.

*Acquisition Costs.* Acquisition-related costs were immaterial for the six months ended June 30, 2023 and \$0.4 million for the six months ended June 30, 2022. Costs were incurred for legal, accounting, tax, investment bank and advisor fees, and valuation services performed by third parties in connection with merger and acquisition-related activities.

*Adjustment to Fair Value of Contingent Consideration.* An adjustment of \$4.7 million was recorded during the six months ended June 30, 2023 which represents the net fair market value adjustment to Inflection Point revenue and earnings-based contingent consideration liabilities, net of accretion for Inflection Point and Ameex. An adjustment of \$3.5 million was recorded during the six months ended June 30, 2022 which represents the net fair market adjustment to the revenue and earnings-based contingent consideration liabilities for Talos, net of accretion for Talos and Overactive.

*Net Interest Expense.* Net interest expense decreased to \$0.8 million for the six months ended June 30, 2023 from \$1.7 million for the six months ended June 30, 2022. The decrease in net interest expense was primarily due to a \$0.8 million increase in interest income.

*Provision for Income Taxes.* We provide for federal, state and foreign income taxes at the applicable statutory rates adjusted for non-deductible expenses. Our effective tax rate increased to 25.8% for the six months ended June 30, 2023 from 23.3% for the six months ended June 30, 2022. The increase in effective tax rate was primarily due to a decrease in tax benefits

recognized related to share-based compensation deductions partially offset with a decrease in the Internal Revenue Code Section 162(m) compensation limitation compared to the prior year period.

## Liquidity and Capital Resources

Selected measures of liquidity and capital resources are as follows (in millions):

	June 30, 2023	December 31, 2022
Cash and cash equivalents (1)	\$ 60.5	\$ 30.1
Working capital (including cash and cash equivalents) (2)	190.3	126.5
Amounts available under credit facility (3)	\$ 299.9	\$ 199.8

(1) The balance at June 30, 2023 includes \$10.9 million held by certain foreign subsidiaries which is not available to fund domestic operations unless deemed repatriated. We currently do not plan or foresee a need to repatriate such funds. The balance also includes \$6.6 million in cash held by certain other foreign subsidiaries which is available to fund domestic operations. The balance at December 31, 2022 includes \$7.9 million held by certain foreign subsidiaries which is not available to fund domestic operations unless deemed repatriated. The balance also includes \$7.8 million in cash held by certain other foreign subsidiaries which is available to fund domestic operations.

(2) Working capital is total current assets less total current liabilities.

(3) On March 29, 2023, the Company amended and restated its existing credit agreement by entering into a Second Amended and Restated Credit Agreement (the "2023 Credit Agreement") with Wells Fargo Bank, National Association, as administrative agent and the other lenders parties thereto.

### Net Cash Provided by Operating Activities

Net cash provided by operating activities for the six months ended June 30, 2023 was \$65.1 million compared to net cash provided by operating activities of \$34.0 million for the six months ended June 30, 2022. For the six months ended June 30, 2023, the primary components of operating cash flows were net income of \$53.2 million, non-cash charges of \$18.6 million and net operating asset investments of \$6.7 million. For the six months ended June 30, 2022, the primary components of operating cash flows were net income of \$54.9 million, non-cash charges of \$24.9 million and net operating asset investments of \$45.8 million.

### Net Cash Used in Investing Activities

During the six months ended June 30, 2023, we used \$3.8 million to purchase property and equipment and to develop software and received proceeds of \$0.3 million for a net working capital settlement related to an acquisition. During the six months ended June 30, 2022, we used \$6.7 million to purchase property and equipment and to develop software and \$0.1 million for a net working capital settlement related to an acquisition.

### Net Cash Used in Financing Activities

During the six months ended June 30, 2023, we used \$5.0 million to repurchase shares of our common stock through the stock repurchase program and \$5.1 million to remit taxes withheld as part of a net share settlement of restricted stock vesting. We also used \$0.8 million for credit facility financing fees, used \$21.5 million to settle contingent consideration for the purchase of Talos and Overactive and received proceeds from sales of stock through the Employee Stock Purchase Plan of \$0.5 million. During the six months ended June 30, 2022, we used \$3.8 million to repurchase shares of our common stock through the stock repurchase program and \$9.0 million to remit taxes withheld as part of a net share settlement of restricted stock vesting. We also received proceeds from sales of stock through the Employee Stock Purchase Plan of \$0.6 million.

### Availability of Funds from Bank Line of Credit Facility

On March 29, 2023, the Company entered into the 2023 Credit Agreement with Wells Fargo Bank, National Association, as administrative agent and the other lenders parties thereto. The 2023 Credit Agreement provides for revolving credit borrowings up to a maximum principal amount of \$300.0 million, subject to a commitment increase of \$75.0 million. All outstanding amounts owed under the 2023 Credit Agreement become due and payable no later than the final maturity date of March 29, 2028. As of June 30, 2023, there was no outstanding balance under the 2023 Credit Agreement. The Company incurred \$0.8 million of additional deferred finance fees during the six months ended June 30, 2023.

The 2023 Credit Agreement also allows for the issuance of letters of credit in the aggregate amount of up to \$10.0 million at any one time; outstanding letters of credit reduce the credit available for revolving credit borrowings. As of June 30, 2023, the Company had one outstanding letter of credit for \$0.1 million. Substantially all of the Company's assets are pledged to secure the credit facility.

Borrowings under the 2023 Credit Agreement bear interest at the Company's option of the prime rate (8.25% on June 30, 2023) plus a margin ranging from 0.00% to 1.00% or one month Secured Overnight Financing Rate ("SOFR") (5.09% on June 30, 2023) plus a margin ranging from 1.00% to 2.00%. The Company incurs an annual commitment fee of 0.15% to 0.20% on the unused portion of the line of credit. The additional margin amount and annual commitment fee are dependent on the level of outstanding borrowings. As of June 30, 2023, the Company had \$299.9 million of unused borrowing capacity.

At June 30, 2023, the Company was in compliance with all covenants under the 2023 Credit Agreement.

### ***Stock Repurchase Program***

The Company's Board of Directors authorized the repurchase of up to \$375.0 million of Company common stock through a stock repurchase program expiring December 31, 2024. The program could be suspended or discontinued at any time based on market, economic, or business conditions. The timing and amount of repurchase transactions will be determined by management based on its evaluation of market conditions, share price, and other factors. Since the program's inception on August 11, 2008, the Company has repurchased approximately \$284.8 million (16.4 million shares) of outstanding common stock through June 30, 2023.

From time to time, the Company establishes a written trading plan in accordance with Rule 10b5-1 of the Exchange Act, pursuant to which the Company makes a portion of its stock repurchases. Additional repurchases will be at times and in amounts as the Company deems appropriate and will be made through open market transactions in compliance with Rule 10b-18 of the Exchange Act, subject to market conditions, applicable legal requirements, and other factors.

### ***Cash Requirements from Contractual Obligations***

For the six months ended June 30, 2023, there were no material changes outside the ordinary course of business in lease obligations or contractual obligations. See Note 15, *Leases*, in the Notes to Interim Condensed Consolidated Financial Statements for further description of our contractual obligations.

As of June 30, 2023 and December 31, 2022, there were no balances outstanding under the 2023 Credit Agreement. Any balances outstanding under the 2023 Credit Agreement would be classified as "Long-term debt" within the Condensed Consolidated Balance Sheet and become due and payable no later than the final maturity date of March 29, 2028. As of June 30, 2023, there were \$395.7 million of outstanding 2026 Notes and 2025 Notes, net of unamortized issuance costs, compared to \$394.6 million as of December 31, 2022. See Note 3, *Recent Accounting Pronouncements*, in the Notes to Interim Unaudited Condensed Consolidated Financial Statements for further description of the ASU 2020-06 adoption. The amounts are classified as "Long-term debt" within the Condensed Consolidated Balance Sheets as of June 30, 2023 (unaudited) and December 31, 2022. The 2026 Notes will become due and payable no later than the final maturity date of November 15, 2026. The 2025 Notes will become due and payable no later than the final maturity date of August 1, 2025.

### ***Conclusion***

Of the total cash and cash equivalents reported on the Condensed Consolidated Balance Sheet as of June 30, 2023 (unaudited) of \$60.5 million, approximately \$10.9 million was held by certain foreign subsidiaries and is considered to be indefinitely reinvested in those operations. The Company is able to fund its liquidity needs outside of these subsidiaries, primarily through cash flows generated by domestic operations and our credit facility. Therefore, the Company has no current plans to repatriate cash from these foreign subsidiaries in the foreseeable future. As of June 30, 2023, \$6.6 million of the total cash and cash equivalents was held by certain other foreign subsidiaries where the Company has determined that the earnings from these subsidiaries are not permanently reinvested and may repatriate available earnings from these subsidiaries from time to time.

We believe that the currently available funds, access to capital from our credit facility, and cash flows generated from operations will be sufficient to meet our working capital requirements and other capital needs for the next 12 months.

## Critical Accounting Policies

Our accounting policies are fully described in Note 2, *Summary of Significant Accounting Policies*, to our Consolidated Financial Statements in our Annual Report on Form 10-K for the year ended December 31, 2022. We believe our most critical accounting policies include revenue recognition, purchase accounting and related fair value measurements, convertible debt, and income taxes. Refer to Note 3, *Recent Accounting Pronouncements*, in the Notes to Interim Unaudited Condensed Consolidated Financial Statements for further discussion regarding the adoption of ASU No. 2020-06, *Debt—Debt with Conversion*.

## Item 3. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risks related to changes in foreign currency exchange rates and interest rates. We believe our exposure to market risks is immaterial.

### *Exchange Rate Sensitivity*

We are exposed to market risks associated with changes in foreign currency exchange rates because we generate a portion of our revenues and incur a portion of our expenses in currencies other than the U.S. dollar. As of June 30, 2023, we were exposed to changes in exchange rates between the U.S. dollar and eleven other currencies. We hedge material foreign currency exchange rate exposures when feasible using forward contracts. These instruments are subject to fluctuations in foreign currency exchange rates and credit risk. Credit risk is managed through careful selection and ongoing evaluation of the financial institutions utilized as counterparties. Refer to Note 13, *Derivatives*, in the Notes to Interim Unaudited Condensed Consolidated Financial Statements for further discussion.

### *Interest Rate Sensitivity*

As of June 30, 2023, there was no outstanding balance and \$299.9 million of available borrowing capacity under our credit facility. To the extent we have outstanding borrowings under the credit facility, our interest expense will fluctuate as the interest rate for the line of credit floats based, at our option, on the prime rate plus a margin or the one-month SOFR rate plus a margin.

During the third quarter of 2020 and the fourth quarter of 2021, we issued the 2025 Notes and the 2026 Notes, respectively, which have a fixed interest rate of 1.250% and 0.125%, respectively. The fair value of the Notes may increase or decrease for various reasons, including fluctuations in the market price of our common stock, fluctuations in market interest rates and fluctuations in general economic conditions. Based upon the quoted market price as of June 30, 2023, the fair value of the 2025 Notes and 2026 Notes was approximately \$39.1 million and \$315.4 million, respectively.

We had unrestricted cash and cash equivalents totaling \$60.5 million at June 30, 2023 and \$30.1 million at December 31, 2022. The unrestricted cash and cash equivalents are primarily held for working capital purposes and acquisitions. We do not enter into investments for trading or speculative purposes.

## Item 4. Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's reports under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the principal executive officer and principal financial officer of the Company, as appropriate, to allow timely decisions regarding required disclosure. The Company's management, with the participation of the Company's principal executive officer and principal financial officer, has evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by this Form 10-Q. Based on that evaluation, the Company's principal executive and principal financial officers have determined that the Company's disclosure controls and procedures were effective.

There were no significant changes in the Company's internal control over financial reporting as defined in Exchange Act Rule 13a-15(f) during the three months ended June 30, 2023, that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

## PART II. OTHER INFORMATION

### Item 1A. Risk Factors

In evaluating all forward-looking statements, you should specifically consider various risk factors that may cause actual results to vary from those contained in the forward-looking statements. Our risk factors are described in our Annual Report on Form 10-K for the year ended December 31, 2022, as filed with the SEC on February 28, 2023 and available at [www.sec.gov](http://www.sec.gov).

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

#### *Stock Repurchase Program*

The Company's Board of Directors authorized the repurchase of up to \$375.0 million of Company common stock through a stock repurchase program expiring December 31, 2024. The program could be suspended or discontinued at any time based on market, economic, or business conditions. The timing and amount of repurchase transactions will be determined by management based on its evaluation of market conditions, share price, and other factors.

From the program's inception on August 11, 2008, the Company has repurchased approximately \$284.8 million (16.4 million shares) of outstanding common stock through June 30, 2023.

Period	Total Number of Shares Purchased	Average Price Paid Per Share (1)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in millions)
Beginning balance as of March 31, 2023	16,378,294	\$ 17.23	16,378,294	\$ 92.8
April 1-30, 2023	—	\$ —	—	\$ 92.8
May 1-31, 2023	35,000	\$ 74.20	35,000	\$ 90.2
June 1-30, 2023	—	\$ —	—	\$ 90.2
Ending balance as of June 30, 2023	16,413,294	\$ 17.35	16,413,294	

(1) Average price paid per share includes commission.

### Item 5. Other Information

None.

### Item 6. Exhibits

See Exhibits Index.



## EXHIBITS INDEX

### Exhibit Number Description

3.1*	<a href="#"><u>Amended and Restated Certificate of Incorporation of Perficient, Inc.</u></a>
3.2	<a href="#"><u>Amended and Restated Bylaws of Perficient, Inc.</u></a> , previously filed with the Securities and Exchange Commission as an Exhibit to our Current Report on Form 8-K filed on July 27, 2023 (File No. 001-15169) and incorporated herein by reference
4.1	<a href="#"><u>Specimen Certificate for shares of Perficient, Inc. common stock</u></a> , previously filed with the Securities and Exchange Commission as an Exhibit to our Quarterly Report on Form 10-Q (File No. 001-15169) filed May 7, 2009 and incorporated herein by reference
4.2	<a href="#"><u>Indenture, dated August 14, 2020, between Perficient, Inc. and U.S. Bank National Association, as trustee, relating to the Company's 1.250% Convertible Senior Notes due 2025</u></a> , previously filed with the Securities and Exchange Commission as an Exhibit to our Current Report on Form 8-K (File No. 001-15169) filed August 18, 2020 and incorporated herein by reference
4.3	<a href="#"><u>Form of 1.250% Convertible Senior Notes due 2025</u></a> , previously filed with the Securities and Exchange Commission as an Exhibit to our Current Report on Form 8-K filed August 18, 2020 and incorporated herein by reference
4.4	<a href="#"><u>Indenture, dated November 9, 2021, between Perficient, Inc. and U.S. Bank National Associate</u></a> , as trustee, relating to the Company's 0.125% Convertible Senior Notes due 2026, previously filed with the Securities and Exchange Commission as an Exhibit to our Current Report on Form 8-K filed November 9, 2021 and incorporated herein by reference
4.5	<a href="#"><u>Form of 0.125% Convertible Senior Notes due 2026</u></a> , previously filed with the Securities and Exchange Commission as an Exhibit to our Current Report on Form 8-K filed November 9, 2021 and incorporated herein by reference
10.1†*	<a href="#"><u>Fifth Amended and Restated Employment and Transition Agreement between Perficient, Inc. and Jeffrey S. Davis, effective as of October 1, 2023</u></a>
10.2†*	<a href="#"><u>Third Amended and Restated Employment Agreement between Perficient, Inc. and Thomas J. Hogan, effective as of October 1, 2023</u></a>
10.3†*	<a href="#"><u>Fourth Amended and Restated Employment Agreement between Perficient, Inc. and Paul E. Martin, effective as of October 1, 2023</u></a>
10.4†*	<a href="#"><u>Form of Performance Award Agreement (Employee Grant)</u></a>
<a href="#"><u>31.1*</u></a>	Certification by the Chief Executive Officer of Perficient, Inc. as required by Section 302 of the Sarbanes-Oxley Act of 2002
<a href="#"><u>31.2*</u></a>	Certification by the Chief Financial Officer of Perficient, Inc. as required by Section 302 of the Sarbanes-Oxley Act of 2002
<a href="#"><u>32.1**</u></a>	Certification by the Chief Executive Officer and Chief Financial Officer of Perficient, Inc. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101*	The following financial information from Perficient, Inc.'s Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 formatted in iXBRL (inline eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets as of June 30, 2023 (Unaudited) and December 31, 2022, (ii) Unaudited Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2023 and 2022, (iii) Unaudited Condensed Consolidated Statements of Comprehensive Income for the three and six months ended June 30, 2023 and 2022, (iv) Unaudited Condensed Consolidated Statements of Shareholders' Equity for the three and six months ended June 30, 2023 and 2022, (v) Unaudited Condensed Consolidated Statements of Cash Flows for the three and six months ended June 30, 2023 and 2022, and (vi) the Notes to Interim Unaudited Condensed Consolidated Financial Statements
104	Cover Page Interactive Data File (formatted as iXBRL and contained in Exhibit 101)
†	Identifies an Exhibit that consists of or includes a management contract or compensatory plan or arrangement.
*	Filed herewith.
**	Included but not to be considered "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section.

## SIGNATURES

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

PERFICIENT, INC.

Date: July 27, 2023

By: /s/ Jeffrey S. Davis  
Jeffrey S. Davis  
Chief Executive Officer (*Principal Executive Officer*)

Date: July 27, 2023

By: /s/ Paul E. Martin  
Paul E. Martin  
Chief Financial Officer (*Principal Financial Officer*)

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
PERFICIENT, INC.**

(Pursuant to Sections 242 and 245 of the  
General Corporation Law of the State of Delaware)

Perficient, Inc. (the “Corporation”), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the “DGCL”),

**DOES HEREBY CERTIFY:**

1. That the name of the Corporation is Perficient, Inc., and that the Corporation was originally incorporated pursuant to the DGCL on May 3, 1999, under the name Perficient, Inc. with the filing of its original Certificate of Incorporation with the Secretary of State of Delaware (“Certificate of Incorporation”), which was amended pursuant to amendments filed with the Secretary of State of Delaware on October 2, 2002, November 22, 2005, and June 21, 2017, respectively.
2. That the Board of Directors of the Corporation duly adopted resolutions on February 21, 2023, proposing and declaring advisable that the Corporation’s Certificate of Incorporation be amended and restated as set forth on Exhibit A hereto (the “A&R Certificate of Incorporation”).
3. That thereafter, pursuant to a resolution of its Board of Directors, the 2023 Annual Meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the DGCL, at which meeting the necessary number of shares as required by statute were voted in favor of the A&R Certificate of Incorporation.
4. That the A&R Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the DGCL, has been duly approved by vote of the stockholders of the Corporation and restates, integrates and further amends the provisions of the Corporation’s Certificate of Incorporation.

**IN WITNESS WHEREOF**, Perficient, Inc. has caused this Amended and Restated Certificate of Incorporation to be executed by the undersigned officer, thereunto duly authorized, this 7th day of June, 2023.

By: /s/ Paul E. Martin  
Name: Paul E. Martin  
Title: Chief Financial Officer

**EXHIBIT A**

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
PERFICIENT, INC.**

**ARTICLE I**

The name of this Corporation shall be Perficient, Inc.

**ARTICLE II**

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware. The name of the registered agent at that address is The Corporation Trust Company.

**ARTICLE III**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

**ARTICLE IV**

[Reserved]

**ARTICLE V**

**A. AUTHORIZED SHARES.** The aggregate number of shares that the Corporation shall have authority to issue is 108,000,000 divided into (i) 100,000,000 shares of which shall be Common Stock, par value \$0.001 per share, and (ii) 8,000,000 of which shall be Preferred Stock, par value \$0.001 per share.

**B. COMMON STOCK.** Each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any Certificate of Designations relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Certificate of Designations relating to any series of Preferred Stock) or pursuant to the Delaware General Corporation Law. Subject to the provisions of applicable law and the rights of the holders of the outstanding shares of Preferred Stock, if any, the holders of shares of Common Stock shall be entitled to receive, when and as declared by the Board of Directors of the Corporation, out of the assets of the Corporation legally available therefor, dividends or other distributions, whether payable in cash, property or securities of the Corporation. The holders of shares of Common Stock shall be entitled to receive, in proportion to the number of shares of Common Stock held, the net assets of the Corporation upon dissolution after any preferential amounts required to be paid or distributed to holders of outstanding shares of Preferred Stock, if any, are so paid or distributed.

**C. PREFERRED STOCK.** The Preferred Stock may be issued from time to time by the Board of Directors as shares of one or more series. The description of shares of each additional series of Preferred Stock, including any designations, preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption shall be as set forth in resolutions adopted by the Board of Directors.

The Board of Directors is expressly authorized, at any time, by adopting resolutions providing for the issuance of, or providing for a change in the number of, shares of any particular series of Preferred Stock and, if and to the extent from time to time required by law, by filing certificates of amendment or designation which are effective without stockholder action, to increase or decrease the number of shares included in each series of

Preferred Stock, but not below the number of shares then issued, and to set in any one or more respects the designations, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or terms and conditions of redemption relating to the shares of each such series. The authority of the Board of Directors with respect to each series of Preferred Stock shall include, but not be limited to, setting or changing the following:

- a. the dividend rate, if any, on shares of such series, the times of payment and the date from which dividends shall be accumulated, if dividends are to be cumulative;
- b. whether the shares of such series shall be redeemable and, if so, the redemption price and the terms and conditions of such redemption;
- c. the obligation, if any, of the Corporation to redeem shares of such series pursuant to a sinking fund;
- d. whether shares of such series shall be convertible into, or exchangeable for, shares of stock of any other class of classes and, if so, the terms and conditions of such conversion or exchange, including the price or prices or the rate or rates of conversion or exchange and the terms of adjustment, if any;
- e. whether the shares of such series shall have voting rights, in addition to the voting rights provided by law, and, if so, the extent of such voting rights;
- f. the rights of the shares of such series in the event of voluntary or involuntary liquidation, dissolution or winding-up of the Corporation; and
- g. any other relative rights, powers, preferences, qualifications, limitations or restrictions thereof relating to such series.

#### **ARTICLE VI**

A director or officer of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, as applicable, except for liability (i) for any breach of duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) in the case of a director, under Section 174 of the Delaware General Corporation Law, (iv) for any transaction from which the director or officer derived any improper personal benefit, or (v) in the case of an officer, in any action by or in right of the Corporation. If the Delaware General Corporation Law is amended after approval by the stockholders of this Article to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer, as applicable, of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law as so amended.

#### **ARTICLE VII**

The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation.

#### **ARTICLE VIII**

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

#### **ARTICLE IX**

Election of directors at an annual or special meeting of stockholders need not be by written ballot unless the Bylaws of the Corporation shall so provide.

#### **ARTICLE X**

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

#### **ARTICLE XI**

Effective upon the closing of the initial public offering of the corporation's capital stock pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, stockholders of the Corporation may not take action by written consent in lieu of a meeting but must take any actions at a duly called annual or special meeting.

#### **ARTICLE XII**

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

## FIFTH AMENDED AND RESTATED EMPLOYMENT AND TRANSITION AGREEMENT

THIS FIFTH AMENDED AND RESTATED EMPLOYMENT AND TRANSITION AGREEMENT (this “Agreement”), dated July 25, 2023 and effective as of October 1, 2023 (the “Effective Date”), between Perficient, Inc. a Delaware corporation (the “Company”), and Jeffrey S. Davis (“Employee”).

### WITNESSETH:

WHEREAS, the Company desires that Employee continue to be employed by it and render services to it, and Employee is willing to be so employed and to render such services to the Company, all upon the terms and subject to the conditions contained herein in consideration for, among other things, the Company’s agreement to provide Employee with Confidential Information pursuant to the terms of this Agreement, and Employee’s receipt of Confidential Information pursuant to a relationship of trust and confidence and under conditions of confidentiality and non-use and non-disclosure; and

WHEREAS, the terms of that certain Fourth Amended and Restated Employment Agreement effective as of February 23, 2021 between the Company and Employee (the “Prior Agreement”) shall continue in full force and effect through and ending on September 30, 2023.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **EMPLOYMENT.** Subject to and upon the terms and conditions contained in this Agreement, the Company hereby agrees to continue to employ Employee and Employee agrees to continue in the employ of the Company, for the period set forth in paragraph 2 hereof, to render to the Company, its affiliates and/or subsidiaries the services described in paragraph 3 hereof.

2. **TERM.** Employee’s term of employment under this Agreement shall initially be for five months, commencing as of the Effective Date and continuing through and ending February 29, 2024, and shall continue on a month-to-month basis thereafter, unless extended in writing by mutual agreement of the parties or earlier terminated pursuant to the terms and conditions set forth herein (the “Employment Term”). After February 29, 2024, either Employee or the Company may terminate any month-to-month term by providing the other party with not less than 30 days’ prior written notice before the end of the then applicable term.

3. **DUTIES.**

(a) Employee shall serve as the Executive Chairman of the Company, reporting directly to the Board of Directors (the “Board”). Employee shall perform all duties and services incident to this position.

(b) Employee shall abide by all By-laws and policies of the Company promulgated from time to time by the Company.

4. **BEST EFFORTS.** Employee shall devote his full business time and attention, as well as his best efforts, energies and skill, to the discharge of the duties and responsibilities attributable to his position.

5. COMPENSATION.

(a) As compensation for his services and covenants hereunder, Employee shall receive a base salary ("Base Salary"), payable pursuant to the Company's normal payroll procedures in place from time to time, at the rate of \$67,500 per annum, prorated for the Employment Term, including any additional months of employment, as applicable, less all necessary and required federal, state and local payroll deductions. The Board, or the Compensation Committee of the Board (the "Compensation Committee"), may decide, in its sole discretion, to increase Employee's Base Salary from time to time during the term of this Agreement, in which case any such Base Salary as so adjusted shall thereafter constitute the Base Salary.

(b) Subject to adjustment from time to time by the Compensation Committee, under the Company's annual incentive plan and beginning on the Effective Date and continuing through December 31, 2023, Employee will be eligible to receive a bonus calculated in accordance with the Prior Agreement, with the amount of such bonus prorated to 75% of the amount otherwise payable pursuant to the Prior Agreement, less all necessary and required federal, state and local payroll deductions. Employee will not be entitled to receive a bonus under the Company's annual incentive plan beginning on January 1, 2024 and continuing through the end of the Employment Term. The criteria for determining the amount of the bonus, and the conditions that must be satisfied to entitle Employee to receive the bonus for any year during the term of this Agreement shall be determined by the Board, or the Compensation Committee, in its sole discretion but in a manner consistent with that used to determine Employee's bonus in prior years. The actual earned annual cash incentive, if any, payable to Employee for the 2023 performance period will depend upon the extent to which the applicable performance goals are achieved and will be decreased or increased for under or over performance. Except as otherwise expressly contemplated herein, payment of any incentive or bonus to Employee shall be in accordance with bonus policies established from time to time by the Company. Such incentive or bonus will be paid not later than the March 15 immediately following the end of the calendar year to which the incentive or bonus relates regardless of whether Employee's employment has terminated on March 1, 2024 or thereafter.

6. EXPENSES. Employee shall be reimbursed for business expenses incurred by him which are reasonable and necessary for Employee to perform his duties under this Agreement in accordance with policies established from time to time by the Company. Employee shall receive reimbursement for other expenses consistent with past practice and as approved by the Compensation Committee. The reimbursement of any such expense that is includible in gross income for federal income tax purposes shall be paid no later than the end of the calendar year following the calendar year in which the expense was incurred.

7. EMPLOYEE BENEFITS.

(a) During the Employment Term (and, subject to the provisions and conditions of subparagraph 9(e), in the case of a Termination Without Cause or a Constructive Termination, the one-year period immediately following a termination of employment), Employee shall be entitled to participate in such group term insurance, disability insurance, health and medical insurance benefits and retirement plans or programs as are from time to time generally made available to executive employees of the Company pursuant to the policies of the Company; provided that Employee shall be required to comply with the conditions attendant to coverage by such plans and shall comply with and be entitled to benefits only to the extent former employees are eligible to participate in such arrangements pursuant to the terms of the arrangement, any insurance policy associated therewith and applicable law, and, further, shall be entitled to benefits only in accordance with the terms and conditions of such plans. The



Company may withhold from any benefits payable to Employee all federal, state, local and other taxes and amounts as shall be permitted or required to be withheld pursuant to any applicable law, rule or regulation.

(b) Employee shall be entitled to vacation in accordance with the Company's policies as may be established from time to time by the Company for its executive employees, which shall be taken at such time or times as shall be mutually agreed upon with the Company.

#### 8. DEATH AND DISABILITY.

(a) The Employment Term shall terminate on the date of Employee's death, in which event the Company shall, within 30 days of the date of death, pay to his estate, Employee's Base Salary, any unpaid bonus awards, reimbursable expenses and benefits owing to Employee through the date of Employee's death together with a lump-sum equal to one year's Base Salary and Target Bonus, to be calculated for purposes of the lump-sum payable pursuant to this subparagraph 8(a) based on Employee's Base Salary and Target Bonus amounts in effect as of the expiration of the Prior Agreement and any benefits payable under any life insurance program in which Employee is a participant. Except as otherwise contemplated by this Agreement, Employee's estate will not be entitled to any other compensation upon termination of this Agreement pursuant to this subparagraph 8(a).

(b) The Employment Term shall terminate upon Employee's Disability. For purposes of this Agreement, "Disability" shall mean that Employee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months. For purposes of determining Employee's Disability, the Board may rely on a determination by the Social Security Administration that Employee is totally disabled or a determination by the Company's disability insurance carrier that Employee has satisfied the above definition of Disability. In case of such termination, Employee shall be entitled to receive his Base Salary, any unpaid bonus awards (including any bonus award for a plan year that has ended prior to the time employment terminated where the award was scheduled to be paid after the date employment terminated), reimbursable expenses and benefits owing to Employee through the date of termination within 30 days of the date of the Company's determination of Employee's Disability. In addition, the Company shall pay to Employee an amount equal to one year's Base Salary and Target Bonus, to be calculated for purposes of the amount payable pursuant to this subparagraph 8(b) based on Employee's Base Salary and Target Bonus amounts in effect as of the expiration of the Prior Agreement, payable in installments through regular payroll over the one year period commencing on the date of the Company's determination of Employee's Disability, together with any benefits payable under any disability insurance program in which Employee is a participant. Except as otherwise contemplated by this Agreement, Employee will not be entitled to any other compensation upon termination of his employment pursuant to this subparagraph 8(b).

(c) In no event will Employee or his estate have the discretion to determine the calendar year of payment.

#### 9. TERMINATION OF EMPLOYMENT.

(a) The Company shall have the right, upon delivery of written notice to Employee, to terminate Employee's employment hereunder at any time prior to the expiration of the Employment Term (i) pursuant to a Termination for Cause or (ii) pursuant to a Without Cause Termination. Employee shall have the right, upon delivery of written notice to the Company, to terminate his employment hereunder at any time prior to the expiration of the Employment Term

pursuant to a Constructive Termination, or otherwise by providing the Company with not less than 30 days' prior written notice. For the avoidance of doubt, the expiration of this Agreement on February 29, 2024 or any month-to-month term thereafter shall not constitute a Termination for Cause, a Without Cause Termination or a Constructive Termination.

(b) In the event that the Company terminates Employee's employment pursuant to a Without Cause Termination prior to February 29, 2024, or if Employee voluntarily terminates his employment pursuant to a Constructive Termination prior to February 29, 2024, then the Company shall be obligated to pay Employee: (i) within 30 days of the date of Employee's termination, in a lump-sum, his Base Salary, any unpaid bonus awards, reimbursable expenses and benefits owing to Employee through the day on which Employee's employment is terminated, and (ii) (subject to the provisions and conditions of subparagraph 9(e)) 60 days after the date Employee's employment terminates, a severance payment to Employee in an amount equal to (A) two year's Base Salary and (B) Employee's Target Bonus to be calculated for purposes of the amount payable pursuant to this subparagraph 9(b) based on Employee's Base Salary and Target Bonus amounts in effect as of the expiration of the Prior Agreement, with the Target Bonus prorated to 75% of the Target Bonus then applicable. Subject to the provisions and conditions of subparagraph 9(e), Employee shall also be entitled to benefits pursuant to paragraph 7 hereof for the one-year period commencing on the date of termination (with the cost of any medical coverage which is self-funded by the Company being included by Company in the taxable income of Employee). Further, all equity awards, including stock option grants and/or restricted stock grants, previously awarded to Employee shall immediately vest in their entirety, regardless of the satisfaction of any conditions contained therein, in the event of a Without Cause Termination or a Constructive Termination prior to February 29, 2024. Except as otherwise contemplated by this Agreement, Employee will not be entitled to any other compensation upon termination of this Agreement pursuant to this subparagraph 9(b).

Notwithstanding anything in this Agreement to the contrary (including but not limited to the provisions of paragraph 9(b) or paragraph 10) if Employee is a "specified employee," as defined in Section 409A of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations thereunder, on the date Employee's employment is terminated, then amounts that constitute nonqualified deferred compensation subject to Code Section 409A that would otherwise have been paid during the six-month period immediately following the date Employee's employment terminated shall be paid on the first regular payroll date immediately following the six-month anniversary of the date Employee's employment terminates, with interest on each amount for the period of the delay at the rate of yield on U.S. Treasury Bills with the earliest maturity date that occurs at least six months after such date of termination of employment (as reported in the Wall Street Journal) from the such date of employment termination to the date of actual payment. Reimbursements or payments directly to the service provider for health care expenses incurred during such six-month period, plus reimbursements and in kind benefits in an amount up to the applicable dollar limit on elective deferrals to a 401(k) plan under Section 402(g)(1)(B) of the Code (\$22,500 for 2023), and other amounts that do not constitute nonqualified deferred compensation subject to Section 409A, shall not be subject to this six-month delay requirement.

(c) In the event that the Company terminates Employee's employment hereunder due to a Termination for Cause, Employee voluntarily terminates employment with the Company for any reason (other than a termination of employment by Employee pursuant to a Constructive Termination) or upon expiration on February 29, 2024 or thereafter of the final month-to-month term, Employee shall not be entitled to any severance, except that the Company shall be obligated to pay Employee his Base Salary, any unpaid bonus awards, reimbursable expenses and benefits owing to Employee through the day on which Employee is terminated in a lump sum payment within 30 days after the date of Employee's termination of employment.

Except as otherwise contemplated by this Agreement, Employee will not be entitled to any other compensation upon termination of this Agreement pursuant to this subparagraph 9(c).

(d) For purposes of this Agreement, the following terms have the following meanings:

(i) The term “Termination for Cause” means, to the maximum extent permitted by applicable law, a termination of Employee’s employment by the Company attributed to (a) the repeated or willful failure of Employee to substantially perform his duties hereunder (other than any such failure due to physical or mental illness) that has not been cured reasonably promptly after a written demand for substantial performance is delivered to Employee by the Board, which demand identifies the manner in which the Board believes that Employee has not substantially performed his duties hereunder; (b) conviction of, or entering a plea of guilty or nolo contendere to a crime involving moral turpitude or dishonesty or to any other crime that constitutes a felony; (c) Employee’s intentional misconduct, gross negligence or material misrepresentation in the performance of his duties to the Company; or (d) the material breach by Employee of any written covenant or agreement with the Company under this Agreement or otherwise, including, but not limited to, an agreement not to disclose any information pertaining to the Company or not to compete with the Company, including (without limitation) the covenants and agreements contained in paragraph 11 hereof.

(ii) The term “Without Cause Termination” means a termination of Employee’s employment by the Company other than due to (a) a Termination for Cause, (b) Disability or (c) Employee’s death.

(iii) The term “Change in Control” shall mean:

A. The acquisition by one person, or more than one person acting as a group, of ownership of stock of the Company that, together with stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the Company;

B. The acquisition by one person, or more than one person acting as a group, of ownership of stock of the Company, that together with stock of the Company acquired during the 12-month period ending on the date of the most recent acquisition by such person or group, constitutes 30% or more of the total voting power of the stock of the Company;

C. A majority of the members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; or

D. One person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or group) assets from the Company that have a total gross fair market value (determined without regard to any liabilities associated with such assets) equal to or more than 40% of the total gross fair market value of all of the assets of the Company immediately before such acquisition or acquisitions.

Persons will not be considered to be acting as a group solely because they purchase or own stock of the same corporation at the same time, or as a result of the same public offering. However, persons will be considered to be acting as a group if they are owners of a corporation that enters

into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

This definition of Change in Control shall be interpreted in accordance with, and in a manner that will bring the definition into compliance with, the regulations under Section 409A of the Code.

(iv) The term “Constructive Termination” means Employee’s voluntary termination of his employment with the Company following: (i) a material diminution in Employee’s base compensation, (ii) a material reduction of Employee’s performance-based target bonus or other incentive programs, or (iii) a relocation of Employee’s place of employment by more than 50 miles without Employee’s consent; in each case where the condition is not remedied or corrected by the Company within 30 days after Employee sends notice to the Company in writing specifying the reason why Employee claims there exists grounds for a Constructive Termination, and Employee sends the notice within 90 days of discovering the existence of the condition that gives rise to a right to claim a Constructive Termination.

(v) The terms “termination of employment,” or “terminate Employee’s employment” (or “termination” or “terminate” when used in the context of Employee’s employment), shall mean a separation from service with the Company and its affiliates as defined in IRS regulations under Section 409A of the Code. An affiliate is any corporation or other business entity that is, along with the Company, a member of a controlled group of businesses, as defined in Code Sections 414(b) and 414(c), provided that the language: “at least 50 percent” shall be used instead of “at least 80 percent” each place it appears in such definition. A corporation or other business entity is an affiliate only while a member of such controlled group.

(e) To be eligible to receive the severance payment described in subparagraph 9(b)(ii) and subparagraph 10(a), and the post-termination benefits described in paragraph 7 and subparagraph 9(b): (i) Employee must execute and deliver to the Company within 45 days after the date Employee’s employment terminates, a separation agreement (“Separation Agreement”), as described below, in form and substance satisfactory to the Company, and including a general release and waiver of claims, and (ii) all conditions to the effectiveness of the Separation Agreement and the release and waiver granted therein have been satisfied, including but not limited to the expiration of any applicable time period to consider signing the Separation Agreement and the failure to revoke acceptance of the Separation Agreement within seven days after it is signed and delivered to the Company. The Separation Agreement will be in a form and substance satisfactory to the Company, include a release and waiver of all claims Employee may have against the Company and its subsidiaries, shareholders, successors and affiliates (and each of their respective employees, officers, directors, plans and agents) arising out of or based upon any facts or conduct occurring prior to the date the Separation Agreement is signed, include non-disparagement and confidentiality obligations on behalf of Employee, and include a provision by Employee reaffirming and agreeing to comply with the terms of this Agreement and any other agreement signed by Employee in favor of the Company or any of its subsidiaries or affiliates. The release will not include Employee’s right to enforce any post-employment obligations to Employee, including obligations of the Company under this Agreement, and any right to indemnification in Employee’s capacity as an officer, director or employee of the Company and its affiliates. The Separation Agreement will be prepared by the Company and provided to Employee at the time Employee’s employment is terminated or as soon as administratively practicable thereafter, not to exceed seven days after the date employment terminates. The conditions to payment set out in this subparagraph 9(e) shall not be required if the Company fails to provide some form of separation agreement to Employee within seven days after employment terminates. The Company will have no obligations to make the severance payment specified in subparagraph 9(b)(ii) or subparagraph 10(a) or provide the post-termination benefits specified in

subparagraph 9(b) or paragraph 7, if Employee does not sign and deliver the Separation Agreement to the Company within 45 days of its delivery to Employee, or revokes acceptance of the Separation Agreement within a period of seven days after delivery of the signed Separation Agreement to the Company.

(f) In no event will Employee have the discretion to determine the calendar year of payment.

#### 10. CHANGE IN CONTROL - TERMINATION OF EMPLOYMENT AND COMPENSATION IN EVENT OF TERMINATION.

(a) Upon the occurrence of a Change in Control, 100% of all unvested equity awards, including stock option grants and/or restricted stock grants, previously awarded to Employee shall immediately vest, regardless of the satisfaction of any conditions contained therein. In addition, if the Company (or any successor thereto) terminates Employee's employment with the Company pursuant to a Without Cause Termination in connection with or following a Change in Control, then (subject to the provisions and conditions of subparagraph 9(e)) Employee shall be entitled to all other payments and benefits set forth in subparagraph 9(b). For purposes of this subparagraph 10(a), a termination of Employee's employment prior to February 29, 2024 and following a Change in Control will constitute a Without Cause Termination.

(b) In the event that any part of any payment or benefit received (including, without limitation, granting of and/or acceleration of the vesting of equity awards, including stock options and restricted stock) pursuant to the terms of subparagraph 10(a) (the "Change in Control Payments") would be subject to an excise tax determined as provided below (the "Excise Tax"), then Employee may elect, in the sole discretion of Employee, to receive in-lieu of the amounts payable pursuant to subparagraph 10(a) a lesser amount equal to \$100 less than 3.00 times Employee's "Annualized Includable Compensation" (within the meaning of Section 280G(d)(1) of the Code) (such amount the "Cut-Back Amount") by eliminating the accelerated vesting to the extent necessary to reduce the payments and benefits under subparagraph 10(a) to the Cut-Back Amount. Any amounts paid as a result of an election by Employee pursuant to this subparagraph 10(b) will be in full satisfaction of the amounts otherwise payable to Employee pursuant to subparagraph 10(a) hereof. For purposes of determining whether any of the Change in Control Payments will be subject to the Excise Tax and the amounts of such Excise Tax; (1) the total amount of the Change in Control Payments 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 Excise Tax, except to the extent that, in the opinion of independent counsel selected by the Company and reasonably acceptable to Employee ("Independent Counsel"), a Change in Control Payment (in whole or in part) does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code, or such "excess parachute payments" (in whole or in part) are not subject to the Excise Tax, (2) the amount of the Change in Control Payments that shall be treated as subject to the Excise Tax shall be equal to the lesser of (A) the total amount of the Change in Control Payments or (B) the amount of "excess parachute payments" within the meaning of Section 280G(b)(1) of the Code (after applying clause (1) hereof), and (3) the value of any noncash benefits or any deferred payment or benefit shall be determined by Independent Counsel in accordance with the principles of Sections 280G(d)(3) and (4) of the Code.

(c) In the event of any change in, or further interpretation of, Sections 280G or 4999 of the Code and the regulations promulgated thereunder, Employee shall be entitled, by written notice to the Company, to request an opinion of Independent Counsel regarding the application of such change or interpretation to any of the foregoing, and the Company shall use

its best efforts to cause such opinion to be rendered as promptly as practicable. Any fees and expenses of Independent Counsel incurred in connection with this Agreement shall be borne by Employee.

#### 11. DISCLOSURE OF TRADE SECRETS AND OTHER PROPRIETARY INFORMATION; RESTRICTIVE COVENANTS.

(a) Employee acknowledges that he is bound by and will continue to comply with the terms of the Company's Confidentiality and Intellectual Property Assignment Agreement (or any predecessor or successor agreement, the "Confidentiality Agreement"). The Company will provide Employee with valuable confidential information belonging to the Company or its subsidiaries or its affiliates above and beyond any confidential information previously received by Employee and will associate Employee with the goodwill of the Company or its subsidiaries or its affiliates above and beyond any prior association of Employee with that goodwill. In return, Employee promises never to disclose or misuse such confidential information and never to misuse such goodwill. To enforce Employee's promises in this regard, Employee agrees to comply with the provisions of this paragraph 11 and the provisions of the Confidentiality Agreement.

(b) Employee will not, during the Employment Term, directly or indirectly, as an employee, employer, consultant, agent, principal, partner, manager, stockholder, officer, director, or in any other individual or representative capacity, engage in (or participate in any other business that is competitive with) the business of providing information technology software consulting services, providing the services of information technology professionals to other businesses, providing information technology services, and/or providing a customized / bundled IT software and services solution(s) (collectively referred to herein as "Perficient Business"). The ownership by Employee of 5% or less of the issued and outstanding shares of a class of securities which is traded on a national securities exchange or in the over-the-counter market, shall not cause Employee to be deemed a stockholder under this subparagraph 11(b) or constitute a breach of this subparagraph 11(b).

(c) Employee will not, during the Employment Term and for a period of 36 months thereafter, directly or indirectly, work in the United States as an employee, employer, consultant, agent, principal, partner, manager, stockholder, officer, director, or in any other individual or representative capacity for any person or entity who is engaged in any part of the Perficient Business, or is competitive with any part of the Perficient Business. The ownership by Employee of 5% or less of the issued and outstanding shares of a class of securities which is traded on a national securities exchange or in the over-the-counter market, shall not cause Employee to be deemed a stockholder under this subparagraph 11(c) or constitute a breach of this subparagraph 11(c).

(d) Employee will not, during the Employment Term and for a period of 36 months thereafter, on his behalf or on behalf of any other business enterprise, directly or indirectly, under any circumstance other than at the direction and for the benefit of the Company, (i) solicit for employment or hire or recruit any person employed by the Company or any of its subsidiaries, or (ii) call on, solicit, or take away any person or entity who was a customer of the Company or any of its subsidiaries or affiliates during Employee's employment with the Company, in either case for a business that is engaged in or competitive with any part of the Perficient Business.

(e) It is expressly agreed by Employee that the nature and scope of each of the provisions set forth above in this paragraph 11 are reasonable and necessary. If, for any reason, any aspect of the above provisions as they apply to Employee are determined by a court of

competent jurisdiction to be unreasonable or unenforceable under applicable law, the applicable provisions shall be modified to the extent required to make the provisions enforceable. Employee acknowledges and agrees that his services are of unique character and expressly grants to the Company or any subsidiary or affiliate of the Company or any successor of any of them, the right to enforce the above provisions through the use of all remedies available at law or in equity, including, but not limited to, injunctive relief.

## 12. COMPANY PROPERTY.

(a) Any patents, inventions, discoveries, applications or processes designed, devised, planned, applied, created, discovered or invented by Employee during the Employment Term, regardless of when reduced to writing or practice, which pertain to any aspect of the Company's or its subsidiaries' or affiliates' business as described above shall be the sole and absolute property of the Company, and Employee shall promptly report the same to the Company and promptly execute any and all documents that may from time to time reasonably be requested by the Company to assure the Company the full and complete ownership thereof.

(b) All records, files, lists, including computer generated lists, drawings, documents, equipment and similar items relating to the Company's business or any of its subsidiaries or affiliates businesses which Employee shall prepare or receive from the Company or any of its subsidiaries or affiliates shall remain the Company's or its subsidiaries or affiliates sole and exclusive property, as applicable. Upon termination of this Agreement, Employee shall promptly return to the Company all property of the Company or any of its subsidiaries or affiliates in his possession. Employee further represents that he will not copy or cause to be copied, print out or cause to be printed out any software, documents or other materials originating with or belonging to the Company or any of its subsidiaries or affiliates. Employee additionally represents that, upon termination of his employment with the Company, he will not retain in his possession any such software, documents or other materials.

13. **EQUITABLE RELIEF.** It is mutually understood and agreed that Employee's services are special, unique, unusual, extraordinary and of an intellectual character giving them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, in the event of any breach of this Agreement by Employee, including, but not limited to, the breach of any of the provisions of paragraphs 11 or 12 hereof, the Company shall be entitled to equitable relief by way of injunction or otherwise in addition to any damages which the Company may be entitled to recover.

14. **CONSENT TO JURISDICTION AND VENUE.** Employee hereby consents and agrees that state courts located in St. Louis County, Missouri and the United States District Court for the Eastern District of Missouri each shall have personal jurisdiction and proper venue with respect to any dispute between Employee and the Company. In any dispute with the Company, Employee will not raise, and hereby expressly waives, any objection or defense to any such jurisdiction as an inconvenient forum.

15. **NOTICE.** Except as otherwise expressly provided, any notice, request, demand or other communication permitted or required to be given under this Agreement shall be in writing, shall be sent by one of the following means to Employee at his address set forth on the signature page of this Agreement and to the Company at 555 Maryville University Drive, Suite 600, St. Louis, MO 63141, Attention: Lead Director (or to such other address as shall be designated hereunder by notice to the other parties and persons receiving copies, effective upon actual receipt), and shall be deemed conclusively to have been given: (a) on the first business day following the day timely deposited with Federal Express (or other equivalent national overnight courier) or United States Express Mail, with the cost of delivery prepaid or for the account of the

sender; (b) on the fifth business day following the day duly sent by certified or registered United States mail, postage prepaid and return receipt requested; (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours, and on the next business day if sent after the close of normal business hours or on any non-business day; or (d) when otherwise actually received by the addressee on a business day (or on the next business day if received after the close of normal business hours or on any non-business day).

16. INTERPRETATION; HEADINGS. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated, shall be construed fairly as to all parties hereto, and shall not be construed in favor of or against any party. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

17. SUCCESSORS AND ASSIGNS; ASSIGNMENT; INTENDED BENEFICIARIES. Neither this Agreement, nor any of Employee's rights, powers, duties or obligations hereunder, may be assigned by Employee. This Agreement shall be binding upon and inure to the benefit of Employee and his heirs and legal representatives and the Company and its successors. Successors of the Company shall include, without limitation, any corporation or corporations acquiring, directly or indirectly, all or substantially all of the assets of the Company, whether by merger, consolidation, purchase, lease or otherwise, and such successor shall thereafter be deemed "the Company" for the purpose hereof.

18. NO WAIVER BY ACTION. Any waiver or consent from the Company respecting any term or provision of this Agreement or any other aspect of Employee's conduct or employment shall be effective only in the specific instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of the Company at any time or times to require performance of, or to exercise any of its powers, rights or remedies with respect to, any term or provision of this Agreement or any other aspect of Employee's conduct or employment in no manner (except as otherwise expressly provided herein) shall affect the Company's right at a later time to enforce any such term or provision.

19. COUNTERPARTS; MISSOURI GOVERNING LAW; AMENDMENTS; ENTIRE AGREEMENT; SURVIVAL OF TERMS. Effective as of the Effective Date, this Agreement amends and restates the Prior Agreement, and supersedes and replaces the terms thereof, except as specifically provided in subparagraphs 8(a), 8(b) and 9(b) with respect to the calculation of the Base Salary and Target Bonus and provided that the terms of the Prior Agreement shall continue in full force and effect through and ending on September 30, 2023. This Agreement may be executed in two counterpart copies, each of which may be executed by one of the parties hereto, but all of which, when taken together, shall constitute a single agreement binding upon all of the parties hereto. This Agreement and all other aspects of Employee's employment shall be governed by and construed in accordance with the applicable laws pertaining in the State of Missouri (other than those that would defer to the substantive laws of another jurisdiction). Each and every modification and amendment of this Agreement shall be in writing and signed by the parties hereto, and any waiver of, or consent to any departure from, any term or provision of this Agreement shall be in writing and signed by each affected party hereto. This Agreement, the Confidentiality Agreement, and any award agreement or restricted stock award agreement between the Company and Employee contain the entire agreement of the parties and supersede all prior representations, agreements and understandings, oral or otherwise, between the parties with respect to the matters contained herein, including but not limited to any written offer letter or letter agreement concerning employment. In the event of any conflict between this Agreement and any award agreement or restricted stock award agreement, the terms of this Agreement shall control. Paragraphs 8 through 13 hereof (and paragraphs 14 through 21



hereof as they may apply to such paragraphs) shall survive the expiration or termination of this Agreement for any reason.

20. SECTION 409A COMPLIANCE. The parties intend that all provisions of this Agreement comply with the requirements of Code Section 409A or an exemption therefrom. No provision of this Agreement shall be operative to the extent that it will result in the imposition of the additional tax described in Code Section 409A(a)(1)(B)(i)(II) and the parties agree to revise the Agreement as necessary to comply with Section 409A and fulfill the purpose of the voided provision. Nothing in this Agreement shall be interpreted to permit accelerated payment of nonqualified deferred compensation, as defined in Section 409A, or any other payment in violation of the requirements of Section 409A. With respect to reimbursements that constitute taxable income to Employee, no such reimbursements or expenses eligible for reimbursement in any calendar year shall in any way affect the expenses eligible for reimbursement in any other calendar year and Employee's right to reimbursement shall not be subject to liquidation in exchange for any other benefit. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from Employee or any other individual to the Company or any of its respective affiliates, employees or agents. All taxes associated with payments made to Employee pursuant to this Agreement, including any liability imposed under Section 409A, shall be borne by Employee.

21. CLAWBACK POLICY. Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based or other compensation paid to Employee under this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any clawback or other policy adopted by the Company from time to time or any other law, government regulation, or stock exchange listing requirement will be subject to such deductions and clawback as may be required to be made pursuant to such policy, law, government regulation, or stock exchange listing requirement. The Company will make any determination for clawback or recovery in its sole discretion and in accordance with any applicable policy, law, regulation or requirement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Fifth Amended and Restated Employment and Transition Agreement as of the date first above written.

PERFICIENT, INC.

By: /s/ David S. Lundeen  
Name: David S. Lundeen  
Title: Lead Director

/s/ Jeffrey S. Davis  
Jeffrey S. Davis, Individually

Address: 555 Maryville University Drive, Suite 600  
St. Louis, MO 63141  
Telephone: (314) 529-3550

### THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this “Agreement”), dated July 25, 2023 and effective as of October 1, 2023 (the “Effective Date”), between Perficient, Inc., a Delaware corporation (the “Company”), and Thomas J. Hogan (“Employee”).

#### WITNESSETH:

WHEREAS, the Company desires that Employee continue to be employed by it and render services to it, and Employee is willing to be so employed and to render such services to the Company, all upon the terms and subject to the conditions contained herein in consideration for, among other things, the Company’s agreement to provide Employee with Confidential Information pursuant to the terms of this Agreement, and Employee’s receipt of Confidential Information pursuant to a relationship of trust and confidence and under conditions of confidentiality and non-use and non-disclosure; and

WHEREAS, the terms of that certain Second Amended and Restated Employment Agreement effective as of February 23, 2021 between the Company and Employee (the “Prior Agreement”) shall continue in full force and effect through and ending on September 30, 2023.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **EMPLOYMENT.** Subject to and upon the terms and conditions contained in this Agreement, the Company hereby agrees to continue to employ Employee and Employee agrees to continue in the employ of the Company, for the period set forth in paragraph 2 hereof, to render to the Company, its affiliates and/or subsidiaries the services described in paragraph 3 hereof.

2. **TERM.** Employee’s term of employment under this Agreement shall be three years, commencing as of the Effective Date and continuing through and ending December 31, 2026, unless extended in writing by mutual agreement of the parties or earlier terminated pursuant to the terms and conditions set forth herein (the “Employment Term”).

3. **DUTIES.**

(a) Employee shall serve as the President and Chief Executive Officer of the Company, reporting directly to the Board of Directors (the “Board”). Employee shall perform all duties and services incident to the positions held by him.

(b) Employee shall abide by all By-laws and policies of the Company promulgated from time to time by the Company.

4. **BEST EFFORTS.** Employee shall devote his full business time and attention, as well as his best efforts, energies and skill, to the discharge of the duties and responsibilities attributable to his position.

5. **COMPENSATION.**

(a) As compensation for his services and covenants hereunder, Employee shall receive a base salary (“Base Salary”), payable pursuant to the Company’s normal payroll procedures in place from time to time, at the rate of \$600,000 per annum, less all necessary and

required federal, state and local payroll deductions. The Board, or the Compensation Committee of the Board (the "Compensation Committee"), may decide, in its sole discretion, to increase Employee's Base Salary from time to time during the term of this Agreement, in which case any such Base Salary as so adjusted shall thereafter constitute the Base Salary.

(b) Subject to the terms of this Agreement, Employee shall be entitled to participate in any stock option, restricted stock or other equity long-term incentive compensation plan, program or arrangement generally made available to the Company's executive officers on substantially the same terms and conditions as generally apply to such other officers, except that the size of the awards made to Employee shall reflect Employee's position with the Company and the Compensation Committee's evaluation of Employee's performance and competitive compensation practices. Additionally, for each calendar year, Employee shall be eligible to participate in the Company's annual incentive plan for executives. Under this plan, and subject to adjustment from time to time by the Compensation Committee, Employee will be eligible to receive a bonus of up to 225% of his Base Salary, with the "Target Bonus" being set at 150% of his Base Salary, less all necessary and required federal, state and local payroll deductions. The criteria for determining the amount of the bonus, and the conditions that must be satisfied to entitle Employee to receive the bonus for any year during the term of this Agreement shall be determined by the Board, or the Compensation Committee, in its sole discretion but in a manner consistent with that used to determine Employee's bonus in prior years. The actual earned annual cash incentive, if any, payable to Employee for any performance period will depend upon the extent to which the applicable performance goals are achieved and will be decreased or increased for under or over performance. Payment of any incentive or bonus to Employee shall be in accordance with bonus policies established from time to time by the Company. Such incentive or bonus will be paid not later than the March 15 immediately following the end of the calendar year to which the incentive or bonus relates.

6. EXPENSES. Employee shall be reimbursed for business expenses incurred by him which are reasonable and necessary for Employee to perform his duties under this Agreement in accordance with policies established from time to time by the Company. Employee shall receive reimbursement for other expenses consistent with past practice and as approved by the Compensation Committee. The reimbursement of any such expense that is includible in gross income for federal income tax purposes shall be paid no later than the end of the calendar year following the calendar year in which the expense was incurred.

#### 7. EMPLOYEE BENEFITS.

(a) During the Employment Term (and, subject to the provisions and conditions of subparagraph 9(e), in the case of a Termination Without Cause or a Constructive Termination, the one-year period immediately following a termination of employment), Employee shall be entitled to participate in such group term insurance, disability insurance, health and medical insurance benefits and retirement plans or programs as are from time to time generally made available to executive employees of the Company pursuant to the policies of the Company; provided that Employee shall be required to comply with the conditions attendant to coverage by such plans and shall comply with and be entitled to benefits only to the extent former employees are eligible to participate in such arrangements pursuant to the terms of the arrangement, any insurance policy associated therewith and applicable law, and, further, shall be entitled to benefits only in accordance with the terms and conditions of such plans. The Company may withhold from any benefits payable to Employee all federal, state, local and other taxes and amounts as shall be permitted or required to be withheld pursuant to any applicable law, rule or regulation.

(b) Employee shall be entitled to vacation in accordance with the Company's policies as may be established from time to time by the Company for its executive employees, which shall be taken at such time or times as shall be mutually agreed upon with the Company.

#### 8. DEATH AND DISABILITY.

(a) The Employment Term shall terminate on the date of Employee's death, in which event the Company shall, within 30 days of the date of death, pay to his estate, Employee's Base Salary, any unpaid bonus awards, reimbursable expenses and benefits owing to Employee through the date of Employee's death together with a lump-sum equal to one year's Base Salary and Target Bonus in effect at the time of death, and any benefits payable under any life insurance program in which Employee is a participant. Except as otherwise contemplated by this Agreement, Employee's estate will not be entitled to any other compensation upon termination of this Agreement pursuant to this subparagraph 8(a).

(b) The Employment Term shall terminate upon Employee's Disability. For purposes of this Agreement, "Disability" shall mean that Employee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months. For purposes of determining Employee's Disability, the Board may rely on a determination by the Social Security Administration that Employee is totally disabled or a determination by the Company's disability insurance carrier that Employee has satisfied the above definition of Disability. In case of such termination, Employee shall be entitled to receive his Base Salary, any unpaid bonus awards (including any bonus award for a plan year that has ended prior to the time employment terminated where the award was scheduled to be paid after the date employment terminated), reimbursable expenses and benefits owing to Employee through the date of termination within 30 days of the date of the Company's determination of Employee's Disability. In addition, the Company shall pay to Employee an amount equal to one year's Base Salary and Target Bonus in effective at the time of Disability, payable in installments through regular payroll over the one-year period commencing on the date of the Company's determination of Employee's Disability, together with any benefits payable under any disability insurance program in which Employee is a participant. Except as otherwise contemplated by this Agreement, Employee will not be entitled to any other compensation upon termination of his employment pursuant to this subparagraph 8(b).

(c) In no event will Employee or his estate have the discretion to determine the calendar year of payment.

#### 9. TERMINATION OF EMPLOYMENT.

(a) The Company shall have the right, upon delivery of written notice to Employee, to terminate Employee's employment hereunder at any time prior to the expiration of the Employment Term (i) pursuant to a Termination for Cause or (ii) pursuant to a Without Cause Termination. Employee shall have the right, upon delivery of written notice to the Company, to terminate his employment hereunder at any time prior to the expiration of the Employment Term pursuant to a Constructive Termination, or otherwise by providing the Company with not less than 30 days' prior written notice.

(b) In the event that the Company terminates Employee's employment pursuant to a Without Cause Termination, or if Employee voluntarily terminates his employment pursuant to a Constructive Termination, then the Company shall be obligated to pay Employee: (i) within 30 days of the date of Employee's termination, in a lump-sum, his Base Salary, any unpaid bonus awards, reimbursable expenses and benefits owing to Employee through the day on which Employee's employment terminated, and (ii) (subject to the provisions and conditions of

subparagraph 9(e)) 60 days after the date Employee's employment terminates, a severance payment to Employee in an amount equal to (A) 12 months of Base Salary and (B) Employee's Target Bonus for the year in which termination of employment occurs, prorated to the date of termination. Subject to the provisions and conditions of subparagraph 9(e), Employee shall also be entitled to benefits pursuant to paragraph 7 hereof for the one-year period commencing on the date of termination (with the cost of any medical coverage which is self-funded by the Company being included by Company in the taxable income of Employee). Further, subject to the provisions and conditions of subparagraph 9(e), all equity awards, including stock option grants and/or restricted stock grants, previously awarded to Employee that would otherwise vest during such one-year severance period will continue to vest, regardless of the satisfaction of any conditions contained therein, and the rest shall be forfeited. Except as otherwise contemplated by this Agreement, Employee will not be entitled to any other compensation upon termination of this Agreement pursuant to this subparagraph 9(b).

Notwithstanding anything in this Agreement to the contrary (including but not limited to the provisions of subparagraph 9(b) or paragraph 10), if Employee is a "specified employee," as defined in Section 409A of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations thereunder, on the date Employee's employment is terminated, then amounts that constitute nonqualified deferred compensation subject to Code Section 409A that would otherwise have been paid during the six-month period immediately following the date Employee's employment terminated shall be paid on the first regular payroll date immediately following the six-month anniversary of the date Employee's employment terminates, with interest on each amount for the period of the delay at the rate of yield on U.S. Treasury Bills with the earliest maturity date that occurs at least six months after such date of termination of employment (as reported in the Wall Street Journal) from the such date of employment termination to the date of actual payment. Reimbursements or payments directly to the service provider for health care expenses incurred during such six-month period, plus reimbursements and in kind benefits in an amount up to the applicable dollar limit on elective deferrals to a 401(k) plan under Section 402(g)(1)(B) of the Code (\$22,500 for 2023), and other amounts that do not constitute nonqualified deferred compensation subject to Section 409A, shall not be subject to this six-month delay requirement.

(c) In the event that the Company terminates Employee's employment hereunder due to a Termination for Cause or Employee voluntarily terminates employment with the Company for any reason (other than a termination of employment by Employee pursuant to a Constructive Termination), Employee shall not be entitled to any severance, except that the Company shall be obligated to pay Employee his Base Salary, any unpaid bonus awards, reimbursable expenses and benefits owing to Employee through the day on which Employee is terminated in a lump sum payment within 30 days after the date of Employee's termination of employment. Except as otherwise contemplated by this Agreement, Employee will not be entitled to any other compensation upon termination of this Agreement pursuant to this subparagraph 9(c).

(d) For purposes of this Agreement, the following terms have the following meanings:

(i) The term "Termination for Cause" means, to the maximum extent permitted by applicable law, a termination of Employee's employment by the Company attributed to (a) the repeated or willful failure of Employee to substantially perform his duties hereunder (other than any such failure due to physical or mental illness) that has not been cured reasonably promptly after a written demand for substantial performance is delivered to Employee by the Board, which demand identifies the manner in which the Board believes that Employee has not substantially performed his duties hereunder; (b) conviction of, or entering a plea of guilty or nolo contendere to a crime involving moral turpitude or dishonesty or to any other

crime that constitutes a felony; (c) Employee's intentional misconduct, gross negligence or material misrepresentation in the performance of his duties to the Company; or (d) the material breach by Employee of any written covenant or agreement with the Company under this Agreement or otherwise, including, but not limited to, an agreement not to disclose any information pertaining to the Company or not to compete with the Company, including (without limitation) the covenants and agreements contained in paragraph 11 hereof.

(ii) The term "Without Cause Termination" means a termination of Employee's employment by the Company other than due to (a) a Termination for Cause, (b) Disability, (c) Employee's death, or (d) the expiration of this Agreement (subject to the provisions of subparagraph 10(a)).

(iii) The term "Change in Control" shall mean:

A. The acquisition by one person, or more than one person acting as a group, of ownership of stock of the Company that, together with stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the Company;

B. The acquisition by one person, or more than one person acting as a group, of ownership of stock of the Company, that together with stock of the Company acquired during the 12-month period ending on the date of the most recent acquisition by such person or group, constitutes 30% or more of the total voting power of the stock of the Company;

C. A majority of the members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; or

D. One person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or group) assets from the Company that have a total gross fair market value (determined without regard to any liabilities associated with such assets) equal to or more than 40% of the total gross fair market value of all of the assets of the Company immediately before such acquisition or acquisitions.

Persons will not be considered to be acting as a group solely because they purchase or own stock of the same corporation at the same time, or as a result of the same public offering. However, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

This definition of Change in Control shall be interpreted in accordance with, and in a manner that will bring the definition into compliance with, the regulations under Section 409A of the Code.

(iv) The term "Constructive Termination" means Employee's voluntary termination of his employment with the Company following (i) a material diminution in Employee's base compensation, (ii) a material reduction of Employee's performance-based target bonus or other incentive programs, (iii) a relocation of Employee's place of employment by more than 50 miles without Employee's consent, or (iv) a failure of Employer to renew the term of this Agreement following the expiration thereof, or to offer Employee employment under the terms and conditions of a replacement agreement, on terms and conditions no less favorable to Employee as under the then existing terms and conditions of this Agreement; in each case where the condition is not remedied or corrected by the Company within 30 days after Employee sends

notice to the Company in writing specifying the reason why Employee claims there exists grounds for a Constructive Termination, and Employee sends the notice within 90 days of discovering the existence of the condition that gives rise to a right to claim a Constructive Termination.

(v) The terms “termination of employment” or “terminate Employee’s employment” (or “termination” or “terminate” when used in the context of Employee’s employment), shall mean a separation from service with the Company and its affiliates as defined in IRS regulations under Section 409A of the Code. An affiliate is any corporation or other business entity that is, along with the Company, a member of a controlled group of businesses, as defined in Code Sections 414(b) and 414(c), provided that the language: “at least 50 percent” shall be used instead of “at least 80 percent” each place it appears in such definition. A corporation or other business entity is an affiliate only while a member of such controlled group.

(e) To be eligible to receive the severance payment described in subparagraph 9(b)(ii) and subparagraph 10(a), and the post-termination benefits described in paragraph 7 and subparagraph 9(b): (i) Employee must execute and deliver to the Company within 45 days after the date Employee’s employment terminates, a separation agreement (“Separation Agreement”), as described below, in form and substance satisfactory to the Company, and including a general release and waiver of claims, and (ii) all conditions to the effectiveness of the Separation Agreement and the release and waiver granted therein have been satisfied, including but not limited to the expiration of any applicable time period to consider signing the Separation Agreement and the failure to revoke acceptance of the Separation Agreement within seven days after it is signed and delivered to the Company. The Separation Agreement will be in a form and substance satisfactory to the Company, include a release and waiver of all claims Employee may have against the Company and its subsidiaries, shareholders, successors and affiliates (and each of their respective employees, officers, directors, plans and agents) arising out of or based upon any facts or conduct occurring prior to the date the Separation Agreement is signed, include non-disparagement and confidentiality obligations on behalf of Employee, and include a provision by Employee reaffirming and agreeing to comply with the terms of this Agreement and any other agreement signed by Employee in favor of the Company or any of its subsidiaries or affiliates. The release will not include Employee’s right to enforce any post-employment obligations to Employee, including obligations of the Company under this Agreement, and any right to indemnification in Employee’s capacity as an officer, director or employee of the Company and its affiliates. The Separation Agreement will be prepared by the Company and provided to Employee at the time Employee’s employment is terminated or as soon as administratively practicable thereafter, not to exceed seven days after the date employment terminates. The conditions to payment set out in this subparagraph 9(e) shall not be required if the Company fails to provide some form of separation agreement to Employee within seven days after employment terminates. The Company will have no obligations to make the severance payment specified in subparagraph 9(b)(ii) or subparagraph 10(a) or provide the post-termination benefits specified in subparagraph 9(b) or paragraph 7, if Employee does not sign and deliver the Separation Agreement to the Company within 45 days of its delivery to Employee, or revokes acceptance of the Separation Agreement within a period of seven days after delivery of the signed Separation Agreement to the Company.

(f) In no event will Employee have the discretion to determine the calendar year of payment.

#### 10. CHANGE IN CONTROL – TERMINATION OF EMPLOYMENT AND COMPENSATION IN EVENT OF TERMINATION.



(a) If the Company (or any successor thereto) terminates Employee's employment with the Company pursuant to a Without Cause Termination or if Employee voluntarily terminates his employment pursuant to a Constructive Termination in connection with or within (i) three months prior to a Change in Control, or (ii) 18 months following a Change in Control, then all equity awards, including stock option grants and/or restricted stock grants, previously awarded to Employee which are not yet vested shall immediately vest, and (subject to the provisions and conditions of subparagraph 9(e)), Employee shall be entitled to all other payments and benefits set forth in subparagraph 9(b) plus an additional 12 months of Base Salary in effect at the time of Change in Control. For purposes of this subparagraph 10(a), a termination of Employee's employment within three months prior to a Change in Control or within 18 months following a Change in Control will constitute a Without Cause Termination even if employment terminates within such period but after or due to expiration of the term of this Agreement.

(b) In the event that any part of any payment or benefit received (including, without limitation, granting of and/or acceleration of the vesting of equity awards, including stock options, restricted stock and performance awards) pursuant to the terms of subparagraph 10(a) (the "Change in Control Payments") would be subject to an excise tax determined as provided below (the "Excise Tax"), then Employee may elect, in the sole discretion of Employee, to receive in-lieu of the amounts payable pursuant to subparagraph 10(a) a lesser amount equal to \$100 less than 3.00 times Employee's "Annualized Includable Compensation" (within the meaning of Section 280G(d)(1) of the Code) (such amount the "Cut-Back Amount") by eliminating the accelerated vesting to the extent necessary to reduce the payments and benefits under subparagraph 10(a) to the Cut-Back Amount. Any amounts paid as a result of an election by Employee pursuant to this subparagraph 10(b) will be in full satisfaction of the amounts otherwise payable to Employee pursuant to subparagraph 10(a) hereof. For purposes of determining whether any of the Change in Control Payments will be subject to the Excise Tax and the amounts of such Excise Tax; (1) the total amount of the Change in Control Payments 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 Excise Tax, except to the extent that, in the opinion of independent counsel selected by the Company and reasonably acceptable to Employee ("Independent Counsel"), a Change in Control Payment (in whole or in part) does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code, or such "excess parachute payments" (in whole or in part) are not subject to the Excise Tax, (2) the amount of the Change in Control Payments that shall be treated as subject to the Excise Tax shall be equal to the lesser of (A) the total amount of the Change in Control Payments or (B) the amount of "excess parachute payments" within the meaning of Section 280G(b)(1) of the Code (after applying clause (1) hereof), and (3) the value of any noncash benefits or any deferred payment or benefit shall be determined by Independent Counsel in accordance with the principles of Sections 280G(d)(3) and (4) of the Code.

(c) In the event of any change in, or further interpretation of, Sections 280G or 4999 of the Code and the regulations promulgated thereunder, Employee shall be entitled, by written notice to the Company, to request an opinion of Independent Counsel regarding the application of such change or interpretation to any of the foregoing, and the Company shall use its best efforts to cause such opinion to be rendered as promptly as practicable. Any fees and expenses of Independent Counsel incurred in connection with this Agreement shall be borne by Employee.

#### 11. DISCLOSURE OF TRADE SECRETS AND OTHER PROPRIETARY INFORMATION; RESTRICTIVE COVENANTS.

(a) Employee acknowledges that he is bound by and will continue to comply with the terms of the Company's Confidentiality and Intellectual Property Assignment Agreement (or any predecessor or successor agreement, the "Confidentiality Agreement"). The Company will provide Employee with valuable confidential information belonging to the Company or its subsidiaries or its affiliates above and beyond any confidential information previously received by Employee and will associate Employee with the goodwill of the Company or its subsidiaries or its affiliates above and beyond any prior association of Employee with that goodwill. In return, Employee promises never to disclose or misuse such confidential information and never to misuse such goodwill. To enforce Employee's promises in this regard, Employee agrees to comply with the provisions of this paragraph 11 and the provisions of the Confidentiality Agreement.

(b) Employee will not, during the Employment Term, directly or indirectly, as an employee, employer, consultant, agent, principal, partner, manager, stockholder, officer, director, or in any other individual or representative capacity, engage in (or participate in any other business that is competitive with) the business of providing information technology software consulting services, providing the services of information technology professionals to other businesses, providing information technology services, and/or providing a customized / bundled IT software and services solution(s) (collectively referred to herein as "Perficient Business"). The ownership by Employee of 5% or less of the issued and outstanding shares of a class of securities which is traded on a national securities exchange or in the over-the-counter market, shall not cause Employee to be deemed a stockholder under this subparagraph 11(b) or constitute a breach of this subparagraph 11(b).

(c) Employee will not, during the Employment Term and for a period of 36 months thereafter, directly or indirectly, work in the United States as an employee, employer, consultant, agent, principal, partner, manager, stockholder, officer, director, or in any other individual or representative capacity for any person or entity who is engaged in any part of the Perficient Business, or is competitive with any part of the Perficient Business. The ownership by Employee of 5% or less of the issued and outstanding shares of a class of securities which is traded on a national securities exchange or in the over-the-counter market, shall not cause Employee to be deemed a stockholder under this subparagraph 11(c) or constitute a breach of this subparagraph 11(c).

(d) Employee will not, during the Employment Term and for a period of 36 months thereafter, on his behalf or on behalf of any other business enterprise, directly or indirectly, under any circumstance other than at the direction and for the benefit of the Company, (i) solicit for employment or hire or recruit any person employed by the Company or any of its subsidiaries, or (ii) call on, solicit, or take away any person or entity who was a customer of the Company or any of its subsidiaries or affiliates during Employee's employment with the Company, in either case for a business that is engaged in or competitive with any part of the Perficient Business.

(e) It is expressly agreed by Employee that the nature and scope of each of the provisions set forth above in this paragraph 11 are reasonable and necessary. If, for any reason, any aspect of the above provisions as they apply to Employee are determined by a court of competent jurisdiction to be unreasonable or unenforceable under applicable law, the applicable provisions shall be modified to the extent required to make the provisions enforceable. Employee acknowledges and agrees that his services are of unique character and expressly grants to the Company or any subsidiary or affiliate of the Company or any successor of any of them, the right to enforce the above provisions through the use of all remedies available at law or in equity, including, but not limited to, injunctive relief.

## 12. COMPANY PROPERTY.

(a) Any patents, inventions, discoveries, applications or processes designed, devised, planned, applied, created, discovered or invented by Employee during the Employment Term, regardless of when reduced to writing or practice, which pertain to any aspect of the Company's or its subsidiaries' or affiliates' business as described above shall be the sole and absolute property of the Company, and Employee shall promptly report the same to the Company and promptly execute any and all documents that may from time to time reasonably be requested by the Company to assure the Company the full and complete ownership thereof.

(b) All records, files, lists, including computer generated lists, drawings, documents, equipment and similar items relating to the Company's business or any of its subsidiaries or affiliates businesses which Employee shall prepare or receive from the Company or any of its subsidiaries or affiliates shall remain the Company's or its subsidiaries or affiliates sole and exclusive property, as applicable. Upon termination of this Agreement, Employee shall promptly return to the Company all property of the Company or any of its subsidiaries or affiliates in his possession. Employee further represents that he will not copy or cause to be copied, print out or cause to be printed out any software, documents or other materials originating with or belonging to the Company or any of its subsidiaries or affiliates. Employee additionally represents that, upon termination of his employment with the Company, he will not retain in his possession any such software, documents or other materials.

13. **EQUITABLE RELIEF.** It is mutually understood and agreed that Employee's services are special, unique, unusual, extraordinary and of an intellectual character giving them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, in the event of any breach of this Agreement by Employee, including, but not limited to, the breach of any of the provisions of paragraphs 11 or 12 hereof, the Company shall be entitled to equitable relief by way of injunction or otherwise in addition to any damages which the Company may be entitled to recover.

14. **CONSENT TO JURISDICTION AND VENUE.** Employee hereby consents and agrees that state courts located in St. Louis County, Missouri and the United States District Court for the Eastern District of Missouri each shall have personal jurisdiction and proper venue with respect to any dispute between Employee and the Company. In any dispute with the Company, Employee will not raise, and hereby expressly waives, any objection or defense to any such jurisdiction as an inconvenient forum.

15. **NOTICE.** Except as otherwise expressly provided, any notice, request, demand or other communication permitted or required to be given under this Agreement shall be in writing, shall be sent by one of the following means to Employee at his address set forth on the signature page of this Agreement and to the Company at 555 Maryville University Drive, Suite 600, St. Louis, MO 63141, Attention: Chairman of the Board (or to such other address as shall be designated hereunder by notice to the other parties and persons receiving copies, effective upon actual receipt), and shall be deemed conclusively to have been given: (a) on the first business day following the day timely deposited with Federal Express (or other equivalent national overnight courier) or United States Express Mail, with the cost of delivery prepaid or for the account of the sender; (b) on the fifth business day following the day duly sent by certified or registered United States mail, postage prepaid and return receipt requested; (c) on the date sent by email (with confirmation of transmission) if sent during normal business hours, and on the next business day if sent after the close of normal business hours or on any non-business day; or (d) when otherwise actually received by the addressee on a business day (or on the next business day if received after the close of normal business hours or on any non-business day).

16. **INTERPRETATION; HEADINGS.** The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated, shall be construed fairly as to all parties hereto, and shall not be construed in favor of or against any party. The paragraph

headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

17. **SUCCESSORS AND ASSIGNS; ASSIGNMENT; INTENDED BENEFICIARIES.** Neither this Agreement, nor any of Employee's rights, powers, duties or obligations hereunder, may be assigned by Employee. This Agreement shall be binding upon and inure to the benefit of Employee and his heirs and legal representatives and the Company and its successors. Successors of the Company shall include, without limitation, any corporation or corporations acquiring, directly or indirectly, all or substantially all of the assets of the Company, whether by merger, consolidation, purchase, lease or otherwise, and such successor shall thereafter be deemed "the Company" for the purpose hereof.

18. **NO WAIVER BY ACTION.** Any waiver or consent from the Company respecting any term or provision of this Agreement or any other aspect of Employee's conduct or employment shall be effective only in the specific instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of the Company at any time or times to require performance of, or to exercise any of its powers, rights or remedies with respect to, any term or provision of this Agreement or any other aspect of Employee's conduct or employment in no manner (except as otherwise expressly provided herein) shall affect the Company's right at a later time to enforce any such term or provision.

19. **COUNTERPARTS; MISSOURI GOVERNING LAW; AMENDMENTS; ENTIRE AGREEMENT; SURVIVAL OF TERMS.** Effective as of the Effective Date, this Agreement amends and restates the Prior Agreement, and supersedes and replaces the terms thereof; provided that the terms of the Prior Agreement shall continue in full force and effect through and ending on September 30, 2023. This Agreement may be executed in two counterpart copies, each of which may be executed by one of the parties hereto, but all of which, when taken together, shall constitute a single agreement binding upon all of the parties hereto. This Agreement and all other aspects of Employee's employment shall be governed by and construed in accordance with the applicable laws pertaining in the State of Missouri (other than those that would defer to the substantive laws of another jurisdiction). Each and every modification and amendment of this Agreement shall be in writing and signed by the parties hereto, and any waiver of, or consent to any departure from, any term or provision of this Agreement shall be in writing and signed by each affected party hereto. This Agreement, the Confidentiality Agreement, and any award agreement or restricted stock award agreement between the Company and Employee contain the entire agreement of the parties and supersede all prior representations, agreements and understandings, oral or otherwise, between the parties with respect to the matters contained herein, including but not limited to any written offer letter or letter agreement concerning employment. In the event of any conflict between this Agreement and any award agreement or restricted stock award agreement (except as specifically provided in Appendix A to that certain Performance Award and Non-Competition Agreement, dated as of the date hereof), the terms of this Agreement shall control. Paragraphs 8 through 13 hereof (and paragraphs 14 through 21 hereof as they may apply to such paragraphs) shall survive the expiration or termination of this Agreement for any reason.

20. **SECTION 409A COMPLIANCE.** The parties intend that all provisions of this Agreement comply with the requirements of Code Section 409A or an exemption therefrom. No provision of this Agreement shall be operative to the extent that it will result in the imposition of the additional tax described in Code Section 409A(a)(1)(B)(i)(II), and the parties agree to revise the Agreement as necessary to comply with Section 409A and fulfill the purpose of the voided provision. Nothing in this Agreement shall be interpreted to permit accelerated payment of nonqualified deferred compensation, as defined in Section 409A, or any other payment in violation of the requirements of Section 409A. With respect to reimbursements that constitute

taxable income to Employee, no such reimbursements or expenses eligible for reimbursement in any calendar year shall in any way affect the expenses eligible for reimbursement in any other calendar year and Employee's right to reimbursement shall not be subject to liquidation in exchange for any other benefit. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from Employee or any other individual to the Company or any of its respective affiliates, employees or agents. All taxes associated with payments made to Employee pursuant to this Agreement, including any liability imposed under Section 409A, shall be borne by Employee.

21. **CLAWBACK POLICY.** Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based or other compensation paid to Employee under this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any clawback or other policy adopted by the Company from time to time or any other law, government regulation, or stock exchange listing requirement will be subject to such deductions and clawback as may be required to be made pursuant to such policy, law, government regulation, or stock exchange listing requirement. The Company will make any determination for clawback or recovery in its sole discretion and in accordance with any applicable policy, law, regulation or requirement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Third Amended and Restated Employment Agreement as of the date first above written.

PERFICIENT, INC.

By: /s/ Jeffrey S. Davis

Name: Jeffrey S. Davis

Title: Chief Executive Officer

/s/ Thomas J. Hogan

Thomas J. Hogan, Individually

Address: 555 Maryville University Drive, Suite 600

St. Louis, MO 63141

Telephone: 314-785-1580

## FOURTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS FOURTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this “Agreement”), dated July 25, 2023 and effective as of October 1, 2023 (the “Effective Date”), between Perficient, Inc. a Delaware corporation (the “Company”), and Paul E. Martin (“Employee”).

### WITNESSETH:

WHEREAS, the Company desires that Employee continue to be employed by it and render services to it, and Employee is willing to be so employed and to render such services to the Company, all upon the terms and subject to the conditions contained herein in consideration for, among other things, the Company’s agreement to provide Employee with Confidential Information pursuant to the terms of this Agreement, and Employee’s receipt of Confidential Information pursuant to a relationship of trust and confidence and under conditions of confidentiality and non-use and non-disclosure; and

WHEREAS, the terms of that certain Third Amended and Restated Employment Agreement effective as of January 1, 2021 between the Company and Employee (the “Prior Agreement”) shall continue in full force and effect through and ending on September 30, 2023.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **EMPLOYMENT.** Subject to and upon the terms and conditions contained in this Agreement, the Company hereby agrees to continue to employ Employee and Employee agrees to continue in the employ of the Company, for the period set forth in paragraph 2 hereof, to render to the Company, its affiliates and/or subsidiaries the services described in paragraph 3 hereof.

2. **TERM.** Employee’s term of employment under this Agreement shall be three years, commencing as of the Effective Date and continuing through and ending December 31, 2026, unless extended in writing by mutual agreement of the parties or earlier terminated pursuant to the terms and conditions set forth herein (the “Employment Term”).

3. **DUTIES.**

(a) Employee shall serve as the Chief Financial Officer of the Company, reporting directly to the Chief Executive Officer of the Company (the “CEO”). Employee shall perform all duties and services incident to the position held by him.

(b) Employee shall abide by all By-laws and policies of the Company promulgated from time to time by the Company.

4. **BEST EFFORTS.** Employee shall devote his full business time and attention, as well as his best efforts, energies and skill, to the discharge of the duties and responsibilities attributable to his position.

5. **COMPENSATION.**

(a) As compensation for his services and covenants hereunder, Employee shall receive a base salary (“Base Salary”), payable pursuant to the Company’s normal payroll procedures in place from time to time, at the rate of \$460,000 per annum, less all necessary and

required federal, state and local payroll deductions. The CEO may decide, in his sole discretion, to increase Employee's Base Salary from time to time during the term of this Agreement, with the approval of the Board of Directors or the Compensation Committee of the Board of Directors (the "Compensation Committee"), in which case any such Base Salary as so adjusted shall thereafter constitute the Base Salary.

(b) Subject to the terms of this Agreement, Employee shall be entitled to participate in any stock option, restricted stock or other equity long-term incentive compensation plan, program or arrangement generally made available to the Company's executive officers on substantially the same terms and conditions as generally apply to such other officers, except that the size of the awards made to Employee shall reflect Employee's position with the Company and the Compensation Committee's evaluation of Employee's performance and competitive compensation practices. Additionally, for each calendar year, Employee shall be eligible to participate in the Company's annual incentive plan for executives. Under this plan, and subject to adjustment from time to time by the Compensation Committee, Employee will be eligible to receive a bonus of up to 150% of his Base Salary, with the "Target Bonus" being set at 100% of his Base Salary, less all necessary and required federal, state and local payroll deductions. The criteria for determining the amount of the bonus, and the conditions that must be satisfied to entitle Employee to receive the bonus for any year during the term of this Agreement shall be determined by the CEO in his sole discretion, with the approval of the Board of Directors or the Compensation Committee, but in a manner consistent with that used to determine Employee's bonus in prior years. The actual earned annual cash incentive, if any, payable to Employee for any performance period will depend upon the extent to which the applicable performance goals are achieved and will be decreased or increased for under or over performance. Payment of any incentive or bonus to Employee shall be in accordance with bonus policies established from time to time by the Company. Such incentive or bonus will be paid not later than the March 15 immediately following the end of the calendar year to which the incentive or bonus relates. The CEO may decide, in his sole discretion, to adjust Employee's Target Bonus during the term of this Agreement, with the approval of the Board of Directors or the Compensation Committee, in which case any such Target Bonus as so adjusted shall thereafter constitute the Target Bonus.

6. EXPENSES. Employee shall be reimbursed for business expenses incurred by him which are reasonable and necessary for Employee to perform his duties under this Agreement in accordance with policies established from time to time by the Company. Employee shall receive reimbursement for other expenses consistent with past practice and as approved by the CEO. The reimbursement of any such expense that is includible in gross income for federal income tax purposes shall be paid no later than the end of the calendar year following the calendar year in which the expense was incurred.

#### 7. EMPLOYEE BENEFITS.

(a) During the Employment Term (and, subject to the provisions and conditions of subparagraph 9(e), in the case of a Termination Without Cause or a Constructive Termination, the one-year period immediately following a termination of employment), Employee shall be entitled to participate in such group term insurance, disability insurance, health and medical insurance benefits and retirement plans or programs as are from time to time generally made available to executive employees of the Company pursuant to the policies of the Company; provided that Employee shall be required to comply with the conditions attendant to coverage by such plans and shall comply with and be entitled to benefits only to the extent former employees are eligible to participate in such arrangements pursuant to the terms of the arrangement, any insurance policy associated therewith and applicable law, and, further, shall be entitled to benefits only in accordance with the terms and conditions of such plans. The Company may withhold from any benefits payable to Employee all federal, state, local and other



taxes and amounts as shall be permitted or required to be withheld pursuant to any applicable law, rule or regulation.

(b) Employee shall be entitled to vacation in accordance with the Company's policies as may be established from time to time by the Company for its executive employees, which shall be taken at such time or times as shall be mutually agreed upon with the Company.

#### 8. DEATH AND DISABILITY.

(a) The Employment Term shall terminate on the date of Employee's death, in which event the Company shall, within 30 days of the date of death, pay to his estate, Employee's Base Salary, any unpaid bonus awards (including any bonus award for a plan year that has ended prior to the time employment terminated where the award was scheduled to be paid after the date employment terminated), reimbursable expenses and benefits owing to Employee through the date of Employee's death together with any benefits payable under any life insurance program in which Employee is a participant. Except as otherwise contemplated by this Agreement, Employee's estate will not be entitled to any other compensation upon termination of this Agreement pursuant to this subparagraph 8(a).

(b) The Employment Term shall terminate upon Employee's Disability. For purposes of this Agreement, "Disability" shall mean that Employee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months. For purposes of determining Employee's Disability, the CEO may rely on a determination by the Social Security Administration that Employee is totally disabled or a determination by the Company's disability insurance carrier that Employee has satisfied the above definition of Disability. In case of such termination, Employee shall be entitled to receive his Base Salary, any unpaid bonus awards (including any bonus award for a plan year that has ended prior to the time employment terminated where the award was scheduled to be paid after the date employment terminated), reimbursable expenses and benefits owing to Employee through the date of termination within 30 days of the date of the Company's determination of Employee's Disability, together with any benefits payable under any disability insurance program in which Employee is a participant. Except as otherwise contemplated by this Agreement, Employee will not be entitled to any other compensation upon termination of his employment pursuant to this subparagraph 8(b).

(c) In no event will Employee or his estate have the discretion to determine the calendar year of payment.

#### 9. TERMINATION OF EMPLOYMENT.

(a) The Company shall have the right, upon delivery of written notice to Employee, to terminate Employee's employment hereunder at any time prior to the expiration of the Employment Term (i) pursuant to a Termination for Cause or (ii) pursuant to a Without Cause Termination. Employee shall have the right, upon delivery of written notice to the Company, to terminate his employment hereunder at any time prior to the expiration of the Employment Term pursuant to a Constructive Termination or otherwise by providing the Company with not less than 30 days' prior written notice.

(b) In the event that the Company terminates Employee's employment pursuant to a Without Cause Termination, or if Employee voluntarily terminates his employment pursuant to a Constructive Termination, then the Company shall be obligated to pay Employee: (i) within 30 days of the date of Employee's termination, in a lump-sum, his Base Salary, any unpaid bonus awards (not including any bonus award for a plan year that has ended prior to the

time employment terminated where the award was scheduled to be paid after the date employment terminated), reimbursable expenses and benefits owing to Employee through the day on which Employee's employment terminated, and (ii) (subject to the provisions and conditions of subparagraph 9(e)) 60 days after the date Employee's employment terminates, a severance payment to Employee in an amount equal to 12 months of Base Salary. Subject to the provisions and conditions of subparagraph 9(e), Employee shall also be entitled to benefits pursuant to paragraph 7 hereof for the one-year period commencing on the date of termination (with the cost of any medical coverage which is self-funded by the Company being included by Company in the taxable income of Employee). Further, subject to the provisions and conditions of subparagraph 9(e), all equity awards, including stock option grants and/or restricted stock grants, previously awarded to Employee that would otherwise vest during such one-year severance period will continue to vest, regardless of the satisfaction of any conditions contained therein, and the rest shall be forfeited. Except as otherwise contemplated by this Agreement, Employee will not be entitled to any other compensation upon termination of this Agreement pursuant to this subparagraph 9(b).

Notwithstanding anything in this Agreement to the contrary (including but not limited to the provisions of subparagraph 9(b) or paragraph 10) if Employee is a "specified employee," as defined in Section 409A of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations thereunder, on the date Employee's employment is terminated, then amounts that constitute nonqualified deferred compensation subject to Code Section 409A that would otherwise have been paid during the six-month period immediately following the date Employee's employment terminated shall be paid on the first regular payroll date immediately following the six-month anniversary of the date Employee's employment terminates, with interest on each amount for the period of the delay at the rate of yield on U.S. Treasury Bills with the earliest maturity date that occurs at least six months after such date of termination of employment (as reported in the Wall Street Journal) from the such date of employment termination to the date of actual payment. Reimbursements or payments directly to the service provider for health care expenses incurred during such six-month period, plus reimbursements and in kind benefits in an amount up to the applicable dollar limit on elective deferrals to a 401(k) plan under Section 402(g)(1)(B) of the Code (\$22,500 for 2023), and other amounts that do not constitute nonqualified deferred compensation subject to Section 409A, shall not be subject to this six-month delay requirement.

(c) In the event that the Company terminates Employee's employment hereunder due to a Termination for Cause or Employee voluntarily terminates employment with the Company for any reason (other than a termination of employment by Employee pursuant to a Constructive Termination), Employee shall not be entitled to any severance, except that the Company shall be obligated to pay Employee his Base Salary, any unpaid bonus awards (not including any bonus award for a plan year that has ended prior to the time employment terminated where the award was scheduled to be paid after the date employment terminated), reimbursable expenses and benefits owing to Employee through the day on which Employee is terminated in a lump sum payment within 30 days after the date of Employee's termination of employment. Except as otherwise contemplated by this Agreement, Employee will not be entitled to any other compensation upon termination of this Agreement pursuant to this subparagraph 9(c).

(d) For purposes of this Agreement, the following terms have the following meanings:

(i) The term "Termination for Cause" means, to the maximum extent permitted by applicable law, a termination of Employee's employment by the Company attributed to (a) the repeated or willful failure of Employee to substantially perform his duties hereunder (other than any such failure due to physical or mental illness) that has not been cured

reasonably promptly after a written demand for substantial performance is delivered to Employee by the CEO, which demand identifies the manner in which the CEO believes that Employee has not substantially performed his duties hereunder; (b) conviction of, or entering a plea of guilty or nolo contendere to a crime involving moral turpitude or dishonesty or to any other crime that constitutes a felony; (c) Employee's intentional misconduct, gross negligence or material misrepresentation in the performance of his duties to the Company; or (d) the material breach by Employee of any written covenant or agreement with the Company under this Agreement or otherwise, including, but not limited to, an agreement not to disclose any information pertaining to the Company or not to compete with the Company, including (without limitation) the covenants and agreements contained in paragraph 11 hereof.

(ii) The term "Without Cause Termination" means a termination of Employee's employment by the Company other than due to (a) a Termination for Cause, (b) Disability, (c) Employee's death, or (d) the expiration of this Agreement (subject to the provisions of subparagraph 10(a)).

(iii) The term "Change in Control" shall mean:

A. The acquisition by one person, or more than one person acting as a group, of ownership of stock of the Company that, together with stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the Company;

B. The acquisition by one person, or more than one person acting as a group, of ownership of stock of the Company, that together with stock of the Company acquired during the 12-month period ending on the date of the most recent acquisition by such person or group, constitutes 30% or more of the total voting power of the stock of the Company;

C. A majority of the members of the Company's Board of Directors is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Company's Board of Directors before the date of the appointment or election; or

D. One person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or group) assets from the Company that have a total gross fair market value (determined without regard to any liabilities associated with such assets) equal to or more than 40% of the total gross fair market value of all of the assets of the Company immediately before such acquisition or acquisitions.

Persons will not be considered to be acting as a group solely because they purchase or own stock of the same corporation at the same time, or as a result of the same public offering. However, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

This definition of Change in Control shall be interpreted in accordance with, and in a manner that will bring the definition into compliance with, the regulations under Section 409A of the Code.

(iv) The term "Constructive Termination" means Employee's voluntary termination of his employment with the Company following: (i) a material diminution in Employee's base compensation, (ii) a material reduction of Employee's performance-based target bonus or other incentive programs, (iii) a relocation of Employee's place of employment by more

than 50 miles without Employee's consent, or (iv) a failure of Employer to renew the term of this Agreement following the expiration thereof, or to offer Employee employment under the terms and conditions of a replacement agreement, on terms and conditions no less favorable to Employee as under the then existing terms and conditions of this Agreement; in each case where the condition is not remedied or corrected by the Company within 30 days after Employee sends notice to the Company in writing specifying the reason why Employee claims there exists grounds for a Constructive Termination, and Employee sends the notice within 90 days of discovering the existence of the condition that gives rise to a right to claim a Constructive Termination.

(v) The terms "termination of employment," or "terminate Employee's employment" (or "termination" or "terminate" when used in the context of Employee's employment), shall mean a separation from service with the Company and its affiliates as defined in IRS regulations under Section 409A of the Code. An affiliate is any corporation or other business entity that is, along with the Company, a member of a controlled group of businesses, as defined in Code Sections 414(b) and 414(c), provided that the language: "at least 50 percent" shall be used instead of "at least 80 percent" each place it appears in such definition. A corporation or other business entity is an affiliate only while a member of such controlled group.

(e) To be eligible to receive the severance payment described in subparagraph 9(b)(ii) and subparagraph 10(a), and the post-termination benefits described in paragraph 7 and subparagraph 9(b): (i) Employee must execute and deliver to the Company within 45 days after the date Employee's employment terminates, a separation agreement ("Separation Agreement"), as described below, in form and substance satisfactory to the Company, and including a general release and waiver of claims, and (ii) all conditions to the effectiveness of the Separation Agreement and the release and waiver granted therein have been satisfied, including but not limited to the expiration of any applicable time period to consider signing the Separation Agreement and the failure to revoke acceptance of the Separation Agreement within seven days after it is signed and delivered to the Company. The Separation Agreement will be in a form and substance satisfactory to the Company, include a release and waiver of all claims Employee may have against the Company and its subsidiaries, shareholders, successors and affiliates (and each of their respective employees, officers, directors, plans and agents) arising out of or based upon any facts or conduct occurring prior to the date the Separation Agreement is signed, include non-disparagement and confidentiality obligations on behalf of Employee, and include a provision by Employee reaffirming and agreeing to comply with the terms of this Agreement and any other agreement signed by Employee in favor of the Company or any of its subsidiaries or affiliates. The release will not include Employee's right to enforce any post-employment obligations to Employee, including obligations of the Company under this Agreement, and any right to indemnification in Employee's capacity as an officer, director or employee of the Company and its affiliates. The Separation Agreement will be prepared by the Company and provided to Employee at the time Employee's employment is terminated or as soon as administratively practicable thereafter, not to exceed seven days after the date employment terminates. The conditions to payment set out in this subparagraph 9(e) shall not be required if the Company fails to provide some form of separation agreement to Employee within seven days after employment terminates. The Company will have no obligations to make the severance payment specified in subparagraph 9(b)(ii) or subparagraph 10(a) or provide the post-termination benefits specified in subparagraph 9(b) or paragraph 7, if Employee does not sign and deliver the Separation Agreement to the Company within 45 days of its delivery to Employee, or revokes acceptance of the Separation Agreement within a period of seven days after delivery of the signed Separation Agreement to the Company.

(f) In no event will Employee have the discretion to determine the calendar year of payment.

10. CHANGE IN CONTROL - TERMINATION OF EMPLOYMENT AND COMPENSATION IN EVENT OF TERMINATION.

(a) Upon the occurrence of a Change in Control, 50% of all unvested equity awards, including stock option grants and/or restricted stock grants, previously awarded to Employee shall immediately vest, regardless of the satisfaction of any conditions contained therein. In addition, if the Company (or any successor thereto) terminates Employee's employment with the Company pursuant to a Without Cause Termination in connection with or within one year following a Change in Control, then all equity awards, including stock option grants and/or restricted stock grants, previously awarded to Employee which are not yet vested shall immediately vest, and (subject to the provisions and conditions of subparagraph 9(e)) Employee shall be entitled to all other payments and benefits set forth in subparagraph 9(b). For purposes of this subparagraph 10(a), a termination of Employee's employment within one year following a Change in Control will constitute a Without Cause Termination even if employment terminates within such one-year period but after or due to expiration of the term of this Agreement.

(b) In the event that any part of any payment or benefit received (including, without limitation, granting of and/or acceleration of the vesting of equity awards, including stock options and restricted stock) pursuant to the terms of subparagraph 10(a) (the "Change in Control Payments") would be subject to an excise tax determined as provided below (the "Excise Tax"), then Employee may elect, in the sole discretion of Employee, to receive in-lieu of the amounts payable pursuant to subparagraph 10(a) a lesser amount equal to \$100 less than 3.00 times Employee's "Annualized Includable Compensation" (within the meaning of Section 280G(d)(1) of the Code) (such amount the "Cut-Back Amount") by eliminating the accelerated vesting to the extent necessary to reduce the payments and benefits under subparagraph 10(a) to the Cut-Back Amount. Any amounts paid as a result of an election by Employee pursuant to this subparagraph 10(b) will be in full satisfaction of the amounts otherwise payable to Employee pursuant to subparagraph 10(a) hereof. For purposes of determining whether any of the Change in Control Payments will be subject to the Excise Tax and the amounts of such Excise Tax; (1) the total amount of the Change in Control Payments 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 Excise Tax, except to the extent that, in the opinion of independent counsel selected by the Company and reasonably acceptable to Employee ("Independent Counsel"), a Change in Control Payment (in whole or in part) does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code, or such "excess parachute payments" (in whole or in part) are not subject to the Excise Tax, (2) the amount of the Change in Control Payments that shall be treated as subject to the Excise Tax shall be equal to the lesser of (A) the total amount of the Change in Control Payments or (B) the amount of "excess parachute payments" within the meaning of Section 280G(b)(1) of the Code (after applying clause (1) hereof), and (3) the value of any noncash benefits or any deferred payment or benefit shall be determined by Independent Counsel in accordance with the principles of Sections 280G(d)(3) and (4) of the Code.

(c) In the event of any change in, or further interpretation of, Sections 280G or 4999 of the Code and the regulations promulgated thereunder, Employee shall be entitled, by written notice to the Company, to request an opinion of Independent Counsel regarding the application of such change or interpretation to any of the foregoing, and the Company shall use its best efforts to cause such opinion to be rendered as promptly as practicable. Any fees and expenses of Independent Counsel incurred in connection with this Agreement shall be borne by Employee.

11. DISCLOSURE OF TRADE SECRETS AND OTHER PROPRIETARY INFORMATION; RESTRICTIVE COVENANTS.

(a) Employee acknowledges that he is bound by and will continue to comply with the terms of the Company's Confidentiality and Intellectual Property Assignment Agreement (or any predecessor or successor agreement, the "Confidentiality Agreement"). The Company will provide Employee with valuable confidential information belonging to the Company or its subsidiaries or its affiliates above and beyond any confidential information previously received by Employee and will associate Employee with the goodwill of the Company or its subsidiaries or its affiliates above and beyond any prior association of Employee with that goodwill. In return, Employee promises never to disclose or misuse such confidential information and never to misuse such goodwill. To enforce Employee's promises in this regard, Employee agrees to comply with the provisions of this paragraph 11 and the provisions of the Confidentiality Agreement.

(b) Employee will not, during the Employment Term, directly or indirectly, as an employee, employer, consultant, agent, principal, partner, manager, stockholder, officer, director, or in any other individual or representative capacity, engage in (or participate in any other business that is competitive with) the business of providing information technology software consulting services, providing the services of information technology professionals to other businesses, providing information technology services, and/or providing a customized / bundled IT software and services solution(s) (collectively referred to herein as "Perficient Business"). The ownership by Employee of 5% or less of the issued and outstanding shares of a class of securities which is traded on a national securities exchange or in the over-the-counter market, shall not cause Employee to be deemed a stockholder under this subparagraph 11(b) or constitute a breach of this subparagraph 11(b).

(c) Employee will not, during the Employment Term and for a period of 36 months thereafter, directly or indirectly, work in the United States as an employee, employer, consultant, agent, principal, partner, manager, stockholder, officer, director, or in any other individual or representative capacity for any person or entity who is engaged in any part of the Perficient Business, or is competitive with any part of the Perficient Business. The ownership by Employee of 5% or less of the issued and outstanding shares of a class of securities which is traded on a national securities exchange or in the over-the-counter market, shall not cause Employee to be deemed a stockholder under this subparagraph 11(c) or constitute a breach of this subparagraph 11(c).

(d) Employee will not, during the Employment Term and for a period of 36 months thereafter, on his behalf or on behalf of any other business enterprise, directly or indirectly, under any circumstance other than at the direction and for the benefit of the Company, (i) solicit for employment or hire or recruit any person employed by the Company or any of its subsidiaries, or (ii) call on, solicit, or take away any person or entity who was a customer of the Company or any of its subsidiaries or affiliates during Employee's employment with the Company, in either case for a business that is engaged in or competitive with any part of the Perficient Business.

(e) It is expressly agreed by Employee that the nature and scope of each of the provisions set forth above in this paragraph 11 are reasonable and necessary. If, for any reason, any aspect of the above provisions as they apply to Employee are determined by a court of competent jurisdiction to be unreasonable or unenforceable under applicable law, the applicable provisions shall be modified to the extent required to make the provisions enforceable. Employee acknowledges and agrees that his services are of unique character and expressly grants to the Company or any subsidiary or affiliate of the Company or any successor of any of them, the right to enforce the above provisions through the use of all remedies available at law or in equity, including, but not limited to, injunctive relief.

## 12. COMPANY PROPERTY.

(a) Any patents, inventions, discoveries, applications or processes designed, devised, planned, applied, created, discovered or invented by Employee during the Employment Term, regardless of when reduced to writing or practice, which pertain to any aspect of the Company's or its subsidiaries' or affiliates' business as described above shall be the sole and absolute property of the Company, and Employee shall promptly report the same to the Company and promptly execute any and all documents that may from time to time reasonably be requested by the Company to assure the Company the full and complete ownership thereof.

(b) All records, files, lists, including computer generated lists, drawings, documents, equipment and similar items relating to the Company's business or any of its subsidiaries or affiliates businesses which Employee shall prepare or receive from the Company or any of its subsidiaries or affiliates shall remain the Company's or its subsidiaries or affiliates sole and exclusive property, as applicable. Upon termination of this Agreement, Employee shall promptly return to the Company all property of the Company or any of its subsidiaries or affiliates in his possession. Employee further represents that he will not copy or cause to be copied, print out or cause to be printed out any software, documents or other materials originating with or belonging to the Company or any of its subsidiaries or affiliates. Employee additionally represents that, upon termination of his employment with the Company, he will not retain in his possession any such software, documents or other materials.

13. **EQUITABLE RELIEF.** It is mutually understood and agreed that Employee's services are special, unique, unusual, extraordinary and of an intellectual character giving them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, in the event of any breach of this Agreement by Employee, including, but not limited to, the breach of any of the provisions of paragraphs 11 or 12 hereof, the Company shall be entitled to equitable relief by way of injunction or otherwise in addition to any damages which the Company may be entitled to recover.

14. **CONSENT TO JURISDICTION AND VENUE.** Employee hereby consents and agrees that state courts located in St. Louis County, Missouri and the United States District Court for the Eastern District of Missouri each shall have personal jurisdiction and proper venue with respect to any dispute between Employee and the Company. In any dispute with the Company, Employee will not raise, and hereby expressly waives, any objection or defense to any such jurisdiction as an inconvenient forum.

15. **NOTICE.** Except as otherwise expressly provided, any notice, request, demand or other communication permitted or required to be given under this Agreement shall be in writing, shall be sent by one of the following means to Employee at his address set forth on the signature page of this Agreement and to the Company at 555 Maryville University Drive, Suite 600, St. Louis, MO 63141, Attention: Chief Executive Officer (or to such other address as shall be designated hereunder by notice to the other parties and persons receiving copies, effective upon actual receipt), and shall be deemed conclusively to have been given: (a) on the first business day following the day timely deposited with Federal Express (or other equivalent national overnight courier) or United States Express Mail, with the cost of delivery prepaid or for the account of the sender; (b) on the fifth business day following the day duly sent by certified or registered United States mail, postage prepaid and return receipt requested; (c) on the date sent by email (with confirmation of transmission) if sent during normal business hours, and on the next business day if sent after the close of normal business hours or on any non-business day; or (d) when otherwise actually received by the addressee on a business day (or on the next business day if received after the close of normal business hours or on any non-business day).

16. **INTERPRETATION; HEADINGS.** The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated, shall be construed fairly as to all parties hereto, and shall not be construed in favor of or against any party. The paragraph

headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

17. **SUCCESSORS AND ASSIGNS; ASSIGNMENT; INTENDED BENEFICIARIES.** Neither this Agreement, nor any of Employee's rights, powers, duties or obligations hereunder, may be assigned by Employee. This Agreement shall be binding upon and inure to the benefit of Employee and his heirs and legal representatives and the Company and its successors. Successors of the Company shall include, without limitation, any corporation or corporations acquiring, directly or indirectly, all or substantially all of the assets of the Company, whether by merger, consolidation, purchase, lease or otherwise, and such successor shall thereafter be deemed "the Company" for the purpose hereof.

18. **NO WAIVER BY ACTION.** Any waiver or consent from the Company respecting any term or provision of this Agreement or any other aspect of Employee's conduct or employment shall be effective only in the specific instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of the Company at any time or times to require performance of, or to exercise any of its powers, rights or remedies with respect to, any term or provision of this Agreement or any other aspect of Employee's conduct or employment in no manner (except as otherwise expressly provided herein) shall affect the Company's right at a later time to enforce any such term or provision.

19. **COUNTERPARTS; MISSOURI GOVERNING LAW; AMENDMENTS; ENTIRE AGREEMENT; SURVIVAL OF TERMS.** Effective as of the Effective Date, this Agreement amends and restates the Prior Agreement and supersedes and replaces the terms thereof; provided that the terms of the Prior Agreement shall continue in full force and effect through and ending on September 30, 2023. This Agreement may be executed in two counterpart copies, each of which may be executed by one of the parties hereto, but all of which, when taken together, shall constitute a single agreement binding upon all of the parties hereto. This Agreement and all other aspects of Employee's employment shall be governed by and construed in accordance with the applicable laws pertaining in the State of Missouri (other than those that would defer to the substantive laws of another jurisdiction). Each and every modification and amendment of this Agreement shall be in writing and signed by the parties hereto, and any waiver of, or consent to any departure from, any term or provision of this Agreement shall be in writing and signed by each affected party hereto. This Agreement, the Confidentiality Agreement, and any award agreement or restricted stock award agreement between the Company and Employee contain the entire agreement of the parties and supersede all prior representations, agreements and understandings, oral or otherwise, between the parties with respect to the matters contained herein, including but not limited to any written offer letter or letter agreement concerning employment. In the event of any conflict between this Agreement and any award agreement or restricted stock award agreement, the terms of this Agreement shall control. Paragraphs 8 through 13 hereof (and paragraphs 14 through 21 hereof as they may apply to such paragraphs) shall survive the expiration or termination of this Agreement for any reason.

20. **SECTION 409A COMPLIANCE.** The parties intend that all provisions of this Agreement comply with the requirements of Code Section 409A or an exemption therefrom. No provision of this Agreement shall be operative to the extent that it will result in the imposition of the additional tax described in Code Section 409A(a)(1)(B)(i)(II) and the parties agree to revise the Agreement as necessary to comply with Section 409A and fulfill the purpose of the voided provision. Nothing in this Agreement shall be interpreted to permit accelerated payment of nonqualified deferred compensation, as defined in Section 409A, or any other payment in violation of the requirements of Section 409A. With respect to reimbursements that constitute taxable income to Employee, no such reimbursements or expenses eligible for reimbursement in any calendar year shall in any way affect the expenses eligible for reimbursement in any other



calendar year and Employee's right to reimbursement shall not be subject to liquidation in exchange for any other benefit. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from Employee or any other individual to the Company or any of its respective affiliates, employees or agents. All taxes associated with payments made to Employee pursuant to this Agreement, including any liability imposed under Section 409A, shall be borne by Employee.

21. CLAWBACK POLICY. Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based or other compensation paid to Employee under this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any clawback or other policy adopted by the Company from time to time or any other law, government regulation, or stock exchange listing requirement will be subject to such deductions and clawback as may be required to be made pursuant to such policy, law, government regulation, or stock exchange listing requirement. The Company will make any determination for clawback or recovery in its sole discretion and in accordance with any applicable policy, law, regulation or requirement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Fourth Amended and Restated Employment Agreement as of the date first above written.

PERFICIENT, INC.

By: /s/ Jeffrey S. Davis  
Name: Jeffrey S. Davis  
Title: Chief Executive Officer

/s/ Paul E. Martin  
Paul E. Martin, Individually

Address:  
555 Maryville University Drive, Suite 600  
St. Louis, MO 63141  
Telephone: (314) 529-3551

**PERFORMANCE AWARD AND NON-COMPETITION AGREEMENT  
(EMPLOYEE GRANT)**

**To:**

**Date of Grant:**

**Number of Shares Subject to Award:**

**THIS PERFORMANCE AWARD AND NON-COMPETITION AGREEMENT** (this “**Agreement**”) is entered into between Perficient, Inc., a Delaware corporation (the “**Corporation**”), and \_\_\_\_\_ (“**Employee**”) effective the later of the date this Agreement is signed by the Corporation, and the date it is signed by Employee, as indicated below.

**WITNESSETH:**

**WHEREAS**, Employee is employed by the Corporation or a Subsidiary or desires to be employed by the Corporation or a Subsidiary and desires to have access to Confidential Information (defined below);

**WHEREAS**, pursuant to the Third Amended and Restated Perficient, Inc. 2012 Long Term Incentive Plan (the “**Plan**”), the Corporation has elected to grant Employee an opportunity to receive the aggregate number of shares of the Corporation’s authorized Common Stock listed above (the “**Award**”), subject to the terms and conditions set forth in this Agreement and the Plan;

**WHEREAS**, Employee is willing and desires to receive the Award pursuant to and upon the terms and conditions set out in this Agreement and the Plan and acknowledges receipt of Confidential Information in consideration and exchange for Employee’s agreement to maintain confidentiality and not compete with the Corporation or its Subsidiaries as set out in this Agreement; and

**WHEREAS**, a condition to Employee’s receipt of the Award, and Employee’s receipt of Confidential Information (which Employee acknowledges receiving), is Employee’s execution and delivery of this Agreement to the Corporation and in particular Employee’s agreement to comply with and abide by the restrictions on competition and solicitation of employees and customers set out in this Agreement.

**NOW, THEREFORE**, in consideration of the matters referenced above, and in order for Employee to receive the Award (and to induce the Corporation to grant the Award), and to receive access to Confidential Information, the parties agree as follows:

**1. Applicability of the Plan; Other Agreements.**

(a) This Award is granted pursuant to the Plan, a copy of which has been made available to Employee and shall be deemed a part of this Agreement as if fully set forth herein. If any provision of this Agreement (other than the provisions of Paragraphs 15-17) conflicts with the expressly applicable terms of the Plan, the provisions of the Plan shall control and, if necessary, the applicable provisions of the Agreement shall be deemed to be amended to comply with the terms of the Plan.

(b) This Agreement sets forth the terms of the agreement between Employee and the Corporation with respect to the Award. By accepting this Agreement, Employee agrees to be bound by all of the terms hereof.

(c) This Agreement is in addition to and not in lieu of, and does not supersede, cancel or replace, any agreement regarding confidentiality, intellectual property, non-competition, or non-solicitation or non-recruitment of customers, consultants or employees previously or subsequently signed by Employee. Likewise, except as expressly provided herein, this Agreement does not alter or amend the terms of any existing agreement between the Corporation and Employee concerning employment, except that such agreement shall not operate to preclude the enforcement, or cancel, the terms of this Agreement,

and this Agreement shall be enforceable independent of any such agreement. In case of any conflict between the terms of this Agreement, and the terms of any such agreement concerning employment, the terms of agreement concerning employment shall not operate to cancel, supersede or preclude the enforcement of the terms of this Agreement. The terms of any other such agreement shall be construed and enforced without reference to this Agreement unless such other agreement references this Agreement specifically or generally.

2. **Definitions.** Capitalized terms used herein but not defined herein shall have the meanings set forth in the Plan. In addition to terms defined elsewhere in this Agreement, the following terms have the meanings set forth below:

(a) **“Board of Directors”** means the board of directors of the Corporation.

(b) **“Business Day”** means any day other than a Saturday, a Sunday or a day on which banking institutions in the State of Missouri are authorized or obligated by law or executive order to close.

(c) **“Committee”** means the Compensation Committee of the Board of Directors.

(d) **“Common Stock”** means the authorized common stock of the Corporation, par value \$0.001 per share, as described in the Corporation’s Certificate of Incorporation, as amended from time to time.

(e) **“Competing Business”** means any person or entity that offers, markets, provides or is demonstrably planning to offer, market or provide any Competitive Products or Services.

(f) **“Competitive Duties”** means duties on behalf of a Competing Business that relate to Competitive Products or Services in any way and: (i) are substantially similar to the duties Employee performed or hereafter performed for the Corporation or its Subsidiaries; (ii) involve management (in any capacity), operation, advice or control of a Competing Business; (iii) are performed in the capacity of a director, officer, general partner, manager or executive of a Competing Business and relate to Competitive Products or Services; or (iv) involve the sale or marketing of any Competitive Products or Services.

(g) **“Competitive Products or Services”** means any products or services that are of a type or nature that are an alternative to, the same, as similar to any of the products or services being offered, sold, provided, marketed, or actively developed (as evidenced by internal company documents and records of the Corporation or its Subsidiaries) by the Corporation or any of its Subsidiaries as of the date hereof or as of the date of the termination of Employee’s employment with the Corporation or one of its Subsidiaries for any or no reason (or, if applicable, as of the time prior thereto when Employee seeks to engage in any activity prohibited by this Agreement).

(h) **“Confidentiality Agreement”** means the Corporation’s Confidentiality and Intellectual Property Assignment Agreement, Confidentiality, Restrictive Covenant and Inventions Agreement, or any successor agreements therefor.

(i) **“Covered Client”** means (i) any business partner, client or customer of the Corporation or a Subsidiary with whom Employee (or someone under Employee’s management) had contact (or learned Confidential Information about) (whether in person, by phone, by e-mail, or otherwise) as an employee of the Corporation or a Subsidiary during the last twelve (12) months of Employee’s employment (or, if applicable, as of the time prior thereto when Employee seeks to engage in any activity prohibited by this Agreement); and (ii) any of the Corporation’s clients or Prospective Clients about whom Employee had any Confidential Information during the last twelve (12) months of Employee’s employment (or, if applicable, as of the time prior thereto when Employee seeks to engage in any activity prohibited by this Agreement).

(j) **“Date of Grant”** means the date designated as such at the beginning of this Agreement.

(k) “**Fair Market Value**” means with respect to a share of Common Stock, the last reported sale price of such share on the date of determination, or on the most recent date on which such share is traded prior to that date, as reported on the NASDAQ Global Select Market.

(l) “**NASDAQ**” means the National Association of Securities Dealers Automated Quotations.

(m) “**Prospective Client**” means any identified person, entity, or business concern that, as of the date hereof or as of the date of the termination of Employee’s employment for any or no reason (or, if applicable, as of the time prior thereto when Employee seeks to engage in any activity prohibited by this Agreement): (i) the Corporation has spent time and resources courting or developing as a potential user of the Corporation’s or its Subsidiary’s Competitive Products or Services as evidenced by internal company documents and records (including e-mail); or (ii) has entered into specific discussions with the Corporation regarding the Corporation or any Subsidiary potentially providing its services or products to the person, entity, or business concern.

(n) “**Restricted Area**” means any metropolitan area or geographic market: (i) in which the Corporation or its Subsidiaries provided, offered to provide or marketed any products or services or conducted any portion of its business at any time during the later of the last two years or during Employee’s employment with the Corporation or its Subsidiaries; and/or (ii) in which the Corporation and/or its Subsidiaries are conducting business, or providing or marketing any product or service or actively pursuing a material amount of business at any time during the later of the last two years or during Employee’s employment with the Corporation and/or its Subsidiaries as evidenced by definite and demonstrable actions by the Corporation or any such Subsidiary with respect to the area (e.g., contacting Covered Clients or Prospective Clients to solicit material business opportunities, contacting suppliers or vendors regarding material business opportunities, actively conducting feasibility research of the area, etc.).

(o) “**Service**” means Employee’s performance of services for the Corporation or a Subsidiary in the capacity of an Employee, a non-employee member of the Board of Directors or a consultant or independent advisor. If Employee is on bona-fide leave of absence under the Family and Medical Leave Act of 1993, as amended, Employee will still be considered to be in Service to the Corporation or its Subsidiary.

(p) “**Shares**” means the shares of Stock issued in accordance with the conditions specified in Paragraph 6 of this Agreement.

(q) “**Stock**” means Common Stock, or any other securities that are substituted for Common Stock as provided in this Agreement.

(r) “**Subsidiary**” means any corporation (other than the Corporation) in an unbroken chain of corporations beginning with the Corporation, provided each corporation (other than the last corporation) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

3. **Issuance of this Award.** Evidence of the issuance of this Award pursuant to this Agreement may be accomplished in such manner as the Corporation or its authorized representatives shall deem appropriate, including, without limitation, electronic registration, book entry registration or the creation of a bookkeeping account (as determined by the Corporation or its authorized representatives, a “**Performance Award Account**”). Employee’s Performance Award Account shall be adjusted based on performance in accordance with Paragraph 6, any Shares forfeited in accordance with Paragraph 5 and any other adjustments from time to time in accordance with Paragraph 8.

4. **Stockholder Rights.** Until receipt of the Shares in accordance with Paragraph 9 of this Agreement, Employee will not be entitled to the rights of a stockholder, including the right to vote or receive dividends.

5. **Restrictions; Forfeiture.** This Award may not be sold, transferred or otherwise alienated or hypothecated. The Shares issuable hereunder may not be sold, transferred or otherwise alienated or hypothecated until (1) earned and issued pursuant hereto; and (2) any applicable restrictions are removed or expire, in each case as described in Paragraph 6 and Appendix A of this Agreement. This Award and the Shares issuable hereunder may be forfeited. If this Award and the Shares issuable hereunder are forfeited as provided in this Agreement, they shall be cancelled by the Corporation.

6. **Performance Conditions; Expiration of Restrictions and Risk of Forfeiture.** This Award entitles Employee to receive up to a whole number of Shares equal to a percentage of the Shares listed above based on the Corporation's performance as compared to the performance conditions set forth and as calculated on Appendix A. The number of Shares so determined shall be distributable to Employee in accordance with Paragraph 9 of this Agreement, but only to the extent the rights to such Shares are vested under this Paragraph 6 of this Agreement and Appendix A. For the avoidance of doubt, if the Corporation fails to achieve a performance condition, Employee shall not be entitled to receive any Shares subject to such performance condition unless the deemed performance provisions in Appendix A to this Agreement specifically modify such result.

As a further limitation, the restrictions on all of the Shares granted and to be issued pursuant to this Agreement will expire and become transferable and non-forfeitable according to the schedule set forth on Appendix A; provided, however, that such restrictions will expire on such date(s) only if Employee has been performing Service continuously since the Date of Grant through the applicable vesting date.

7. **Conditions, Termination of Employment and Forfeiture.**

(a) Except as otherwise provided pursuant to Appendix A, if Employee's Service is terminated for any reason, including Employee's death or disability, then that portion, if any, of this Award for which the applicable performance conditions have not been met and/or restrictions have not lapsed as of the date of termination shall become null and void; provided, however, that the portion, if any, of this Award for which the performance conditions have been, or have deemed to have been, met and restrictions have, or have deemed to have, lapsed as of the date of such termination shall survive such termination.

(b) If at any time prior to the date on which the restrictions and risk of forfeiture on 100% of the Shares subject to this Award have lapsed, Employee does not have a current and properly executed Confidentiality Agreement on file with the Corporation, and Employee does not properly execute a Confidentiality Agreement and return the same to the Corporation within thirty (30) days after being notified by the Corporation of such failure, then the Corporation may, in its discretion and upon action of its President and Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, cause the portion of the Award for which restrictions have not lapsed to become null and void and such Shares shall be forfeited to the Corporation.

8. **Adjustment Provisions.** The terms of the Award and the number of Shares issuable hereunder shall be subject to adjustment, from time to time, in accordance with the following provisions:

(a) If at any time or from time to time the Corporation shall subdivide as a whole (by reclassification, by a Stock split, by the issuance of a distribution on Stock payable in Stock or otherwise), the number of shares of Stock then outstanding become a greater number of shares of Stock, then the number of Shares issuable under the Award shall be increased proportionately.

(b) If at any time or from time to time the Corporation shall consolidate as a whole (by reclassification, reverse Stock split, or otherwise) the number of shares of Stock then outstanding into a lesser number of shares of Stock, the number of Shares issuable under the Award shall be decreased proportionately.

(c) Whenever the number of Shares subject to the Award is required to be adjusted as provided in this Paragraph 8, the Corporation shall, within thirty (30) days following such adjustment, prepare and give to Employee a notice setting forth, in reasonable detail, the event requiring adjustment,

the amount of the adjustment, the method by which such adjustment was calculated, and the change in the number of Shares subject to the Award after giving effect to the adjustment.

(d) Adjustments under Paragraphs 8(a) and 8(b) shall be made by the Committee, and its determination as to what adjustments shall be made and the extent thereof shall be final, binding and conclusive. No fractional interest shall be issued on account of any such adjustments.

**9. Delivery of Certificates of Stock.** As promptly as administratively feasible following (1) calculation of the number of Shares distributable to Employee; and (2) the expiration of the restrictions on such Shares, in each case as contemplated in Paragraph 6 and Appendix A, and subject to the requirements of Paragraphs 7(b) and 10, the Corporation shall cause to be issued and delivered to Employee or Employee's designee a certificate representing the number of Shares earned as to which restrictions have lapsed, free of any restrictive legend relating to the lapsed restrictions, upon receipt by the Corporation of any required tax withholding. The value of such Shares shall not bear any interest owing as a result of the passage of time.

**10. Conditions to Delivery of Stock.** Nothing herein shall require the Corporation to issue any Stock with respect to the Award if that issuance would, in the reasonable determination of the Corporation, constitute a violation of applicable law, including the securities laws, or the rules of any applicable securities exchange or securities association, as then in effect.

**11. Legends.** Any stock certificates representing Shares, when issued, shall bear appropriate legends required under the securities laws or pursuant to this Agreement.

**12. Furnish Information.** Employee agrees to furnish to the Corporation all information requested by the Corporation to enable the Corporation to comply with any reporting or other requirement imposed upon the Corporation by or under any applicable law.

**13. Remedies.** If the Corporation incurs legal fees and other expenses to enforce this Agreement and/or seek redress for any violation, Employee promises and agrees to pay all costs, court costs, fees and expenses, including reasonable attorneys' fees, incurred by the Corporation to enforce this Agreement whether by an action to enforce specific performance or for damages for Employee's breach or otherwise and/or recover and collect damages for any violation, whether or not litigation is commenced. This is in addition to and not in lieu of any other remedies which the Corporation may have for any violation of this Agreement.

**14. Payment of Taxes.** The Corporation may from time to time, in its discretion, require Employee to pay to the Corporation or its Subsidiary, as applicable, the amount that the Corporation deems necessary to satisfy the Corporation's or its Subsidiary's current or future obligation to withhold federal, state or local income or other taxes that Employee incurs as a result of the Award (and may require such greater payment as is permissible under applicable tax, legal, accounting and other guidance). With respect to any such tax withholding, Employee may (a) direct the Corporation to withhold from the Shares to be issued to Employee the number of Shares necessary to satisfy the Corporation's obligation to withhold taxes, that determination to be based on the Fair Market Value of the Shares at the time as of which such determination is made; (b) deliver to the Corporation sufficient shares of Stock to satisfy the Corporation's tax withholding obligations, based on the Fair Market Value of the shares of Stock at the time as of which such determination is made; or (c) deliver sufficient cash to the Corporation to satisfy its tax withholding obligations. If Employee elects to use such a Share withholding feature, Employee must make the election at the time and in the manner that the Corporation prescribes. The Corporation may, at its sole option, deny Employee's request to satisfy withholding obligations through Stock instead of cash. In the event the Corporation subsequently determines that the aggregate Fair Market Value (as determined above) of any Shares withheld as payment of any tax withholding obligation is insufficient to discharge that tax withholding obligation, Employee shall pay to the Corporation, immediately upon the Corporation's request, the amount of that deficiency.

**15. Disclosure of Trade Secrets and Other Proprietary Information; Restrictive Covenants.**

(a) Employee acknowledges that Employee is bound by and will continue to comply with the terms of the Confidentiality Agreement previously signed by Employee in favor of the Corporation notwithstanding any facts or events occurring prior to the date hereof. The terms of the Confidentiality Agreement are incorporated herein by reference. In the course and scope of employment with the Corporation or its Subsidiary, Employee will use and have access to Confidential Information (as defined below) belonging to the Corporation or its Subsidiaries above and beyond any Confidential Information previously received by Employee and will associate Employee with the goodwill of the Corporation and its Subsidiaries above and beyond any prior association of Employee with that goodwill. In return, Employee agrees at all times during the term of Employee's employment with the Corporation or its Subsidiary and thereafter not to directly or indirectly use or disclose (except as may be required for Employee to perform Employee's duties for the Corporation or its Subsidiary) any Confidential Information without the prior and specific written authorization of the Corporation, and not to use Employee's association with the Corporation's goodwill for the benefit of any person or entity other than the Corporation or its Subsidiaries. To enforce Employee's promises in this regard, Employee agrees to comply with the provisions of this Paragraph 15 and the provisions of the Confidentiality Agreement.

(b) Without in any way limiting the foregoing, the Corporation hereby makes a binding promise not conditioned upon continued employment to provide Employee with Confidential Information. "Confidential Information" means any and all proprietary information and materials, as well as all trade secrets, belonging to the Corporation, its affiliates, its customers, or other third parties who furnished such information, materials, and/or trade secrets to the Corporation with expectations of confidentiality. Confidential Information includes, without limitation, regardless of whether such information or material is explicitly identified or marked as confidential or proprietary: (i) Inventions and technical information of the Corporation, its affiliates, its customers or other third parties, including computer programs, software, databases, know-how, code, programming techniques, discoveries, inventions, designs, developments, improvements, copyrightable and patentable material, original works of authorship, and trade secrets; (ii) non-public business information of the Corporation, its affiliates or its customers or other third parties including business plans and strategies, compensation data, non-public financial results and information, non-public sales, marketing, sales volume and profitability data (including by office, business partner, or product), pricing, margins, costs, bidding and marketing strategies, information regarding the skills, compensation and contact information of employees and contractors of the Corporation or its Subsidiaries, and similar items; (iii) Corporation and Subsidiary customer lists and customer and prospect information (including sales volume, purchasing history, key contacts, needs, plans, requirements, expectations, and upcoming projects); (iv) information relating to future plans of the Corporation, its affiliates or customers, including marketing strategies, sales plans, pending projects and proposals, research and development efforts and strategies, and similar items; (v) other information of the Corporation, its affiliates, its customers or other third parties that grants an advantage over others in the industry by virtue of not being generally known. In return, Employee agrees to the terms of this Agreement and in particular the provisions of Paragraphs 15 and 16 of this Agreement.

(c) Employee will at all times during the term of Employee's employment with the Corporation and thereafter: (a) hold in strictest confidence and use Employee's best efforts and the utmost diligence to protect and safeguard the Confidential Information; and (b) not use, directly or indirectly (except as may be required for Employee to perform Employee's duties for the Corporation), or disclose to any person or entity any Confidential Information, without the prior and specific written authorization of the Corporation.

(d) Upon execution of this Agreement, the Corporation agrees to associate Employee with the goodwill of the Corporation as an Employee of the Corporation. Employee agrees not to use Employee's association with the Corporation's goodwill for the benefit of any person or entity other than the Corporation and its Subsidiaries.

(e) So as to enforce Employee's promises regarding Confidential Information and the Corporation's goodwill and to protect the trade secrets, employee relationships, and customer relationships and contacts of the Corporation and its Subsidiaries, Employee agrees that Employee shall not during Employee's employment with the Corporation or one of its Subsidiaries, and for the twenty-



four (24) month period immediately following the termination of Employee's Service for any or no reason (twelve (12) months in the case of paragraph (ii) below):

- (i) directly or indirectly: (A) solicit (or assist another in soliciting) any Covered Client or Prospective Client for Competitive Products or Services, or (B) provide (or assist another in providing) Competitive Products or Services to any Covered Client or Prospective Client;
- (ii) directly or indirectly: solicit, recruit, hire, or otherwise interfere with the employment or engagement of any employee, contractor, or consultant of the Corporation or any Subsidiary who was an employee, contractor or consultant of the Corporation or any Subsidiary during the last twelve (12) months of Employee's employment with the Corporation or any Subsidiary. In the event a court of competent jurisdiction determines that Employee violated this paragraph of the Agreement and the solicited, recruited or hired away employee, contractor, or consultant terminates his or her employment or engagement with the Corporation or any Subsidiary, the Corporation shall be entitled to liquidated damages from Employee, but not as a penalty, an amount equal to fifty percent (50%) of the annual compensation or fees the Corporation or Subsidiary paid to the solicited, recruited or hired away employee, contractor or consultant in the twelve (12) months preceding the date on which the employee, contractor or consultant ended his or her relationship with the Corporation or Subsidiary.
- (iii) engage in a Competing Business anywhere within the Restricted Area;
- (iv) perform any Competitive Duties (as an employee, consultant or otherwise) anywhere within the Restricted Area for any Competing Business; or
- (v) fail to abide by and comply with the restrictions on the use and disclosure of Confidential Information and trade secrets contained herein or in any other agreement now or hereafter entered into by Employee with or for the benefit of the Corporation and its Subsidiaries, including, but not limited to, the Confidentiality Agreement.

(f) For purposes of this Agreement: (a) "soliciting" a Covered Client or Prospective Client shall be defined as accepting business from a Covered Client or Prospective Client, or initiating or having contact or communication of any kind whatsoever, whether directly or indirectly and regardless of who made first contact, with the Covered Client or Prospective Client for the express or implicit purpose of inviting, encouraging or requesting the Covered Client or Prospective Client to transact business with Employee or Employee's new employer; (b) "soliciting" a Corporation employee, contractor or consultant shall be defined as initiating or having contact or communication of any kind whatsoever, whether directly or indirectly and regardless of who made first contact, with the employee, contractor or consultant for the express or implicit purpose of inviting, encouraging or requesting the employee, contractor or consultant to terminate his or her business/employment relationship with the Corporation.

(g) For a period of twenty-four (24) months immediately following the termination of Employee's employment, Employee promises to disclose (within seven calendar days) to the Corporation in writing any employment, consulting, or other service relationship Employee enters into after the termination of Employee's Service.

(h) As partial consideration for the granting of the Award hereunder, Employee hereby agrees to keep confidential the specifics of the Award (i.e., the number of Shares issuable hereunder and other non-public terms); except that the specifics may be disclosed in confidence to Employee's spouse, tax and financial advisors and to Employee's prospective employers in accordance with Paragraph 16(b).

(i) Notwithstanding any other language in this Agreement to the contrary, Employee shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure

of a trade secret that: (a) is made (i) in confidence to a Federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, in the event Employee files a lawsuit for retaliation by the Corporation for reporting a suspected violation of law, Employee may disclose the trade secret to the attorney of Employee and use the trade secret information in the court proceeding, if Employee: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

**16. Provisions Relating to the Restrictive Covenants.**

(a) Employee agrees that irreparable damage will result to the Corporation in the event of the breach of any covenant contained herein and Employee agrees that in the event of such breach, the Corporation shall be entitled, in addition to other legal or equitable remedies and damages available, to an injunction to restrain the violation of these covenants of confidentiality and non-disclosure by Employee and all other persons acting for or with Employee. The Corporation shall have the right to secure injunctive relief to enforce any breach or threatened breach of any provision of this Agreement, without the necessity or requiring any bond to be posted to obtain injunctive relief, and Employee waives any right to require that the Corporation post a bond in any amount to secure any such injunctive relief of a temporary or permanent nature.

(b) Employee acknowledges and agrees that the restrictions on competition contained herein are reasonable, do not impose a greater restraint than is necessary to protect the Confidential Information, goodwill, and other legitimate business interests of the Corporation, and are not unduly burdensome to Employee. Employee expressly acknowledges that the Corporation competes throughout North America (among other countries) and that the scope of these limitations is reasonable and necessary for the protection of the Corporation's Confidential Information, goodwill, and other legitimate business interests. Employee further agrees that these restrictions allow Employee an adequate number and variety of employment alternatives, based on Employee's varied skills and abilities. Employee represents that Employee is willing and able to engage in other employment not prohibited by this Agreement. Employee warrants that Employee is not violating any agreement to which Employee is a party, including agreements related to previous employment, containing confidentiality, non-compete or similar restrictive covenants by accepting employment with, or otherwise performing services for, the Corporation. Employee further warrants that Employee is not the employee of any other person or entity. Employee agrees to provide a copy of this Agreement to any subsequent prospective employer or user of Employee's services prior to Employee becoming employed or providing services. If Employee subsequently desires to pursue any opportunity prohibited by the terms of this Agreement, Employee agrees to make written request to the Corporation's most senior human resources officer for a modification of the restrictions contained in this Agreement prior to pursuing the opportunity, such request to include the name and address of the entity or business concern involved (if any) and the title, nature, and duties of the activity Employee wishes to pursue. In the event a court of competent jurisdiction determines that the geographic area, duration, or scope of any restriction contained herein is unenforceable under applicable law, the restriction shall not be terminated but shall be reformed and modified to such lesser degree or extent required to render it valid and enforceable as will grant the Corporation the maximum restriction on Employee's activities permitted by applicable law in such circumstances. Employee and the Corporation further agree that the court shall reform the duration of the restrictions contained herein by an amount of time equal to any period in which Employee is in breach of said restrictions.

(c) In the event Employee violates any of the restrictions contained in Paragraph 15, the period of time during which the restriction is in effect shall automatically be extended for the period of time during which Employee was in violation of that provision.

(d) The restrictions set forth in Paragraph 15 continue in full force and effect whether Employee's Service terminates with or without cause by Employee or the Corporation, regardless of the reason why employment terminates, and whether there is any change in any terms or conditions of Employee's employment, any products or services offered or sold by the Corporation, any compensation

arrangement, or benefits provided to Employee, or any position, duties or responsibilities held by Employee.

(e) In order to preserve the Corporation's rights under this Agreement, the Corporation is authorized and has the right to inform any person or business with whom Employee has entered into any business, contractual, consulting or employment arrangement, or is negotiating or has contracted to do so, of the existence of this Agreement, and the Corporation shall not be liable for doing so.

## **17. Corporation Property.**

(a) Any inventions, discoveries, designs, developments, improvements, copyrightable and patentable material, or trade secrets that Employee solely or jointly may conceive, develop, author, reduce to practice or otherwise produce during Employee's employment with the Corporation or its Subsidiary, regardless of when reduced to writing or practice, which pertain to any aspect of the Corporation's or its Subsidiaries' business as described above (collectively herein "Inventions") shall be the sole and absolute property of the Corporation and its Subsidiaries, and Employee shall promptly report and fully disclose the same to the Corporation and promptly execute any and all documents that may from time to time reasonably be requested by the Corporation to assure the Corporation the full and complete ownership thereof.

(b) If an Invention constitutes an original work of authorship fixed in any tangible medium of expression which is the subject matter of copyright (such as videotapes, written presentations, computer programs, drawings, maps, models, manuals, brochures and the like), the Corporation shall be deemed the author of such work if the work is prepared by Employee in the scope of Employee's employment.

(c) If the work is not prepared by an Employee but is specifically ordered by the Corporation as, without limitation, a contribution to a collective work, a translation, a supplementary work, a derivative work, as a compilation, or as an instructional text, then such work shall be considered to be a work made for hire and the Corporation shall be the author of the work and the owner of the intangible rights of copyright therein. Additionally, all documents drawings, memoranda, notes records, files, correspondence, manuals, models, specifications, computer programs, E-mail, voice mail, electronic databases, maps, and all other writings or materials of any type embodying any of such information, ideas, concepts, improvements, discoveries, inventions and/or copyrightable expressions are and shall be the sole and exclusive property of the Corporation.

(d) Employee waives and quitclaims to the Corporation any and all claims of any nature whatsoever that Employee now or hereafter may have for infringement of any patent application, patent, copyright, or other intellectual property right relating to any Inventions so assigned to the Corporation.

(e) Both during the period of Employee's employment by the Corporation or its Subsidiary and thereafter, Employee shall assist the Corporation or its nominees, at any time and for reasonable compensation, in the protection of the Corporation's and its Subsidiaries' worldwide right, title, and interest in and to information, ideas, concepts, improvements, discoveries, and inventions, and its copyrighted works, including without limitation, the execution of all formal assignment documents requested by the Corporation or its nominees and the execution of all lawful oaths and declarations for applications for patents and registration of copyright in the United States and foreign countries.

(f) Notwithstanding the foregoing, Employee's obligation to assign shall not apply to any Inventions about which Employee can prove: (a) they were developed entirely on Employee's own time; (b) no equipment, supplies, facility, services or trade secret information of the Corporation or its Subsidiaries was used in their development; (c) they do not relate (i) directly to the business of the Corporation or its Subsidiaries; or (ii) to the actual or demonstrably anticipated business, research or development of the Corporation or its Subsidiaries; and (d) they do not result from any work performed by Employee for the Corporation or its Subsidiaries ("Employee Inventions"). In order to be recognized

by the Corporation, Employee Inventions must be agreed to by the signature of an authorized representative of the Corporation.

(g) The Corporation, as an active participant in the open source community, often uses open source community software source code in connection with work for the Corporation's clients. The Corporation recognizes that the culture within the open source community often involves sharing code amongst the community, even with companies in direct competition with each other. Given this reality and notwithstanding any other provisions of this Agreement, Employee's obligations within this Agreement to assign Inventions and developments to the Corporation shall not apply to open source software materials that are developed by Employee in the course of doing Corporation business. Employee is given permission to donate such open source software materials back to the open source community unless one or both of the following exceptions occur: (i) the open source software developed was developed for a customer who requests that the software not be shared; and/or (ii) the Corporation requests that the software not be shared. This special exception set forth in this paragraph may be withdrawn by the Corporation upon notice to Employee.

(h) Upon termination of this Agreement, or otherwise before then on request, Employee shall promptly return to the Corporation any computer-related hardware, documents or other materials in Employee's possession containing any Confidential Information and all other property of the Corporation in Employee's possession. Employee further represents and agrees that Employee will not copy or cause to be copied, print out or cause to be printed out any software, documents or other materials originating with or belonging to the Corporation. Employee additionally represents that, upon termination of Employee's employment with the Corporation or otherwise before then upon request, Employee will not retain in Employee's possession any such software, documents or other materials.

**18. Right of the Corporation and Subsidiary to Terminate Service.** Nothing contained in this Agreement shall confer upon Employee the right to continue in the employment or other Service of the Corporation or any Subsidiary, or interfere in any way with the rights of the Corporation or any Subsidiary to terminate Employee's Service at any time.

**19. No Liability for Good Faith Determinations.** The Corporation, the Committee and the members of the Board of Directors shall not be liable for any act, omission or determination taken or made in good faith with respect to this Agreement or the Shares issuable hereunder.

**20. Amendment.** The Award may be amended by the Board of Directors or by the Committee at any time (i) if the Board of Directors or the Committee determines, in its sole discretion, that amendment is necessary or advisable in light of any addition to or change in any federal or state tax law, federal or state securities law or other law or regulation, which change occurs after the Date of Grant and by its terms applies to the Award; or (ii) other than in the circumstances described in clause (i) or provided in the Plan, with Employee's consent.

**21. Execution of Receipts and Releases.** Any payment of cash or any issuance or transfer of Shares or other property to Employee or to Employee's legal representative, heir, legatee or distributee, in accordance with the provisions hereof, shall, to the extent thereof, be in full satisfaction of all claims of such persons hereunder. The Corporation may require Employee or Employee's legal representative, heir, legatee or distributee, as a condition precedent to such payment or issuance, to execute a release and receipt therefor in such form as the Corporation shall determine.

**22. No Guarantee of Interests.** The Board of Directors and the Corporation do not guarantee the Stock of the Corporation from loss or depreciation.

**23. Corporation Records.** Records of the Corporation or its Subsidiaries regarding Employee's period of employment or other Service, termination of Service and the reason therefor, leaves of absence, re-employment and other matters shall be conclusive for all purposes hereunder, unless determined by the Corporation or the Committee to be incorrect.

**24. Severability.** Except as is contemplated by Paragraph 16(b), if any provision of this Agreement is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the

remaining provisions hereof, but such provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included herein.

**25. Notices.**

(a) Whenever any notice is required or permitted hereunder, such notice must be in writing and personally delivered or sent by mail. Any such notice required or permitted to be delivered hereunder shall be deemed to be delivered on the date on which it is personally delivered, or, whether actually received or not, on the third Business Day after it is deposited in the United States mail, certified or registered, postage prepaid, addressed to the person who is to receive it at the address which such person has theretofore specified by written notice delivered in accordance herewith.

The Corporation and Employee agree that any notices shall be given to the Corporation or to Employee at the following address; provided that the Corporation or Employee may change, at any time and from time to time, by written notice to the other, the address which it or he or she had previously specified for receiving notices.

Corporation or Board of Directors:

Perficient, Inc.  
555 Maryville University Drive, Suite 600  
St. Louis, MO 63141  
Attn: Paul E. Martin, Chief Financial Officer

Holder:

At Employee's current address as shown below underneath Employee's signature, or if not so shown, then as shown in the Corporation's records

(b) Any person entitled to notice hereunder may waive such notice.

**26. Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**27. Successors and Assigns; Assignment; Intended Beneficiaries.** Neither this Agreement, nor any of Employee's rights, powers, duties or obligations hereunder, may be assigned by Employee. This Agreement shall be binding upon and inure to the benefit of Employee and Employee's heirs and legal representatives and the Corporation and its successors and assigns. Successors of the Corporation shall include, without limitation, any corporation or corporations acquiring, directly or indirectly, all or substantially all of the assets of the Corporation, whether by merger, consolidation, purchase, lease or otherwise, and such successor shall thereafter be deemed "the Corporation" for the purpose hereof. The Corporation shall have the right to assign this Agreement to an affiliate or in connection with the sale of all or a portion of its business or assets or otherwise by operation of law, and such assignment shall not in any way release Employee from any of Employee's obligations under this Agreement, nor preclude or limit the Corporation's right to enforce the same.

**28. No Waiver By Action.** Any waiver or consent from the Corporation respecting any term or provision of this Agreement or any other aspect of Employee's conduct or employment shall be effective only in the specific instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of the Corporation at any time or times to require performance of, or to exercise any of its powers, rights or remedies with respect to, any term or provision of this Agreement or any other aspect of Employee's conduct or employment in no manner (except as otherwise expressly provided herein) shall affect the Corporation's right at a later time to enforce any such term or provision.

**29. Counterparts; Missouri Governing Law; Attorneys' Fees.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the

same effect as physical delivery of the paper document bearing an original signature. This Agreement and all other aspects of Employee's employment shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri without reference to conflicts of law principles, or any rule or decision that would defer to the substantive laws of another jurisdiction. In the event a court of competent jurisdiction determines that Employee breached this Agreement, including the covenants of confidentiality and non-disclosure contained in this Agreement, in any manner, the Corporation shall also be entitled to its reasonable costs and attorneys' fees associated with any legal or equitable action against Employee relating to Employee's breach of this Agreement, including a breach of the covenants of confidentiality and non-disclosure contained in this Agreement.

**30. Section 409A.** This Agreement shall be construed consistent with the intention that it be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including, without limitation, any such regulations or guidance that may be issued after the date hereof ("**Section 409A**"). However, notwithstanding any other provision of this Agreement or the Plan, if at any time the Committee determines that this Award (or any portion thereof) may be subject to Section 409A, the Committee shall have the right in its sole discretion (without any obligation to do so or to indemnify Employee or any other person for failure to do so) (a) to adopt such amendments to this Agreement or the Plan, (b) to adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or (c) to take any other actions as the Committee determines are necessary or appropriate either for this Award to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

**31. Entire Agreement.** This Agreement is in addition to, and does not supersede or replace, the Confidentiality Agreement or any other award agreement or any other agreement between the Corporation and Employee, and this Agreement may be enforced on its own terms and without in any manner being altered, amended, canceled, or superseded by any other such agreement. Likewise, any other such agreement may be enforced without reference to this Agreement.

**32. Word Usage.** Words used in the masculine shall apply to the feminine where applicable, and wherever the context of this Agreement dictates, the plural shall be read as the singular and the singular as the plural.

**33. Clawback Policy.** Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based or other compensation paid to Employee under this Agreement or any other agreement or arrangement with the Corporation which is subject to recovery under any clawback or other policy adopted by the Corporation from time to time or any other law, government regulation, or stock exchange listing requirement will be subject to such deductions and clawback as may be required to be made pursuant to such policy, law, government regulation, or stock exchange listing requirement. The Corporation will make any determination for clawback or recovery in its sole discretion and in accordance with any applicable policy, law, regulation or requirement.

**34. Submission to Jurisdiction.** ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA FOR THE EASTERN DISTRICT OF MISSOURI OR THE COURTS OF THE STATE OF MISSOURI LOCATED IN THE COUNTY OF ST. LOUIS, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

**[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the Corporation has caused this Agreement to be executed by its duly authorized officer as of the Date of Grant first above written.

PERFICIENT, INC.

By:\_\_\_\_\_  
Paul E. Martin  
Chief Financial Officer

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Employee]

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Appendix A

Performance Conditions

**Performance Conditions:**

**Performance Period:**

**Vesting Terms:**

**Lapse of Restrictions and Performance Conditions:**



## CERTIFICATIONS

I, Jeffrey S. Davis, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Perficient, 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(s) 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;
  - (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 external purposes in accordance with generally accepted accounting principles;
  - (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; and
5. The registrant's other certifying officer(s) 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 the 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: July 27, 2023

By: /s/ Jeffrey S. Davis  
Jeffrey S. Davis  
Chief Executive Officer

## CERTIFICATIONS

I, Paul E. Martin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Perficient, 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(s) 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;
  - (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 external purposes in accordance with generally accepted accounting principles;
  - (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; and
5. The registrant's other certifying officer(s) 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 the 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: July 27, 2023

By: /s/ Paul E. Martin  
Paul E. Martin  
Chief Financial Officer

**CERTIFICATION OF  
CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER**

Pursuant to 18 U.S.C. Sec. 1350 and in connection with the accompanying report on Form 10-Q for the quarterly period ended June 30, 2023, that contains financial statements of Perficient, Inc. (the “Company”) filed for such period and that is being filed concurrently with the Securities and Exchange Commission on the date hereof (the “Report”), each of the undersigned officers of the Company hereby certify that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 27, 2023

By: /s/ Jeffrey S. Davis  
Jeffrey S. Davis  
Chief Executive Officer (*Principal Executive Officer*)

Date: July 27, 2023

By: /s/ Paul E. Martin  
Paul E. Martin  
Chief Financial Officer (*Principal Financial Officer*)