AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON JUNE , 1999
REGISTRATION NO. 333-78337

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 1
TO
FORM SB-2

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

PERFICIENT, INC.

(Name of Small Business Issuer in Its Charter)

DELAWARE	7371	74-2853258
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

7600-B NORTH CAPITAL OF TEXAS HIGHWAY, SUITE 220
AUSTIN, TEXAS 78731
(512) 306-7337
(Address and telephone number of principal executive offices and principal place of business)

JOHN T. MCDONALD
CHIEF EXECUTIVE OFFICER
PERFICIENT, INC.
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AUSTIN, TEXAS 78731
(512) 306-7337

(Name, address and telephone number of agent for service)

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APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: As soon as practicable after the effective date of this Registration Statement.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. / /

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF

THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SUCH SECTION 8(a), MAY DETERMINE.

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SUBJECT TO COMPLETION DATED JUNE , 1999

THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. WE MAY NOT SELL THESE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL SECURITIES, AND WE ARE NOT SOLICITING OFFERS TO BUY SECURITIES, IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

1,000,000 SHARES

[PERFICIENT LOGO]

COMMON STOCK

This is our initial public offering. We anticipate that the initial public offering price will be between $7 and $8 per share.

We have applied to the Nasdaq SmallCap Market to list our common stock under the symbol "PRFT" and to the Boston Stock Exchange to list our common stock under the symbol "PRF".

PLEASE SEE "RISK FACTORS" BEGINNING ON PAGE 6 TO READ ABOUT FACTORS YOU SHOULD CONSIDER BEFORE BUYING ANY SHARES OF OUR COMMON STOCK.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER REGULATORY BODY HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	PER SHARE	TOTAL
Offering price	$	$
Underwriting discount	$	$
Proceeds, before expenses, to Perficient, Inc.	$	$

We granted the underwriters a 45-day option to purchase up to 150,000 additional shares to cover over-allotments at the initial public offering price less the underwriting discount.

The shares will be ready for delivery in New York, New York on or about , 1999.

GILFORD SECURITIES INCORPORATED

PROSPECTUS dated , 1999.

[Description of Inside Front Cover graphics:

"Perficient provides
virtual professional services organizations
to Internet software companies."

These Internet software companies are our partners:

[VIGNETTE LOGO]
Vignette Corporation (Nasdaq: VIGN) is a leader in the category of Internet Relationship Management software
products and services.

[MOTIVE LOGO]
Motive Communications, Inc. provides software solutions that enable its customers to create automated support chains.

[INTERWOVEN LOGO]
Interwoven's flagship product, TeamSite, manages the creation, development and deployment of large, dynamic Web sites.

[VENTIX LOGO]
Ventix' Knowledge Support System provides end users of mission critical enterprise applications with critical business information and dynamic performance support.

"We help our partners service their customers
and achieve market success."]

SUMMARY

YOU SHOULD READ THIS SUMMARY TOGETHER WITH THE MORE DETAILED INFORMATION, INCLUDING OUR FINANCIAL STATEMENTS AND RELATED NOTES, APPEARING ELSEWHERE IN THIS PROSPECTUS.

PERFICIENT

We provide virtual professional services organizations to Internet software companies. A virtual professional services organization is a dedicated team of information technology professionals that plans, manages and executes the installation, or implementation, of complex software products. This allows the Internet software companies we work with to focus on their core business of improving and selling their software without maintaining a large in-house professional services organization. We believe this enables them to bring products to market faster and respond more quickly to their end-user customer needs, which helps them achieve success in the marketplace.

We refer to the Internet software companies with which we work as "partners." Our partners license their Internet software products to their end-user customers. We then deploy a team that implements the licensed software products by

- analyzing end-user customer goals and requirements,
- defining the scope of the implementation project,
- designing a project plan and
- installing, configuring, implementing and integrating our partner's Internet software products.

Our partners are responsible for billing and collecting payments from their end-user customers and paying us for the services that our professional services organizations perform.

We established our first partner relationship with Vignette Corporation, an Internet relationship management software company, in February 1998. We have recently established partner relationships with Interwoven, Inc., an enterprise Web production software company, Motive Communications, Inc., a support chain automation software company, and Ventix Systems Inc., a knowledge support software company.

INDUSTRY BACKGROUND

With the recent explosion of Internet activity, an industry of Internet software companies has emerged. These companies develop software to perform or support Web-enabled interaction, whether between businesses or between businesses and consumers. Internet software includes software designed to facilitate, among others, the following tasks:

- customer relationship management
- electronic commerce
- site analysis
- marketing automation
- knowledge management
- customer support
- e-mail management
- electronic billing management

We focus on the Internet software market because we believe it exhibits the high-growth, intense competition and short product lifecycles that create a demand for our services. Forrester Research estimates that the market for Internet professional services will grow from $5.4 billion in 1998 to $32.7 billion in 2002, representing a compound annual growth rate of 56.9%.

OUR STRATEGY

Our objective is to become the leading provider of virtual professional services organizations to rapidly growing Internet software companies. To achieve this objective, our strategy is to:

- focus on high-growth, service-intensive segments of the Internet software market;
- establish partner relationships with emerging leaders in identified high-growth segments;
- build and acquire a portfolio of high-growth, low-overhead dedicated boutique virtual professional services organizations; and
- support those boutique organizations through a national infrastructure that provides business development, partner service, human resources, performance appraisal, financial reporting and budgeting services.

THE OFFERING

Shares offered by Perficient.....	1,000,000
Shares to be outstanding after this offering.....	3,500,000
Use of proceeds.....	- Recruiting, training and equipping information technology professionals - Expanding our management and technology infrastructure - Expanding our physical facilities -Sales and marketing -Repayment of debt - Working capital and general corporate purposes, including potential acquisitions
Proposed Nasdaq SmallCap Market symbol.....	"PRFT"
Proposed Boston Stock Exchange symbol.....	"PRF"

Unless we state otherwise, all information in this prospectus:

- gives effect to a 1-for-5 reverse split of our common stock that we effected when we reincorporated in Delaware;
- and excludes:
  - 414,334 shares issuable upon the exercise of outstanding options;
  - 279,666 shares reserved for future issuance under our 1999 Stock Option/ Stock Issuance Plan;
  - up to 100,000 shares issuable upon the exercise of the warrants that we will issue to the underwriters' representative; and
  - up to 150,000 shares issuable upon the exercise of the underwriters' over-allotment option.

HOW TO CONTACT US

Our principal executive offices are located at 7600-B North Capital of Texas Highway, Suite 220, Austin, Texas 78731, and our telephone number is (512) 306-7337. Our Internet address is WWW.PERFICIENT.COM. THE INFORMATION ON OUR WEB SITE IS NOT INCORPORATED BY REFERENCE INTO, AND DOES NOT CONSTITUTE PART OF, THIS PROSPECTUS.

TRADEMARKS

The name "Perficient" and the Perficient logo are our trademarks. All other trademarks, trade names or service marks appearing in this prospectus belong to other companies.

SUMMARY FINANCIAL INFORMATION

The following table summarizes the financial data for our business:

	PERIOD FROM SEPTEMBER 17, 1997 (INCEPTION) THROUGH DECEMBER 31, 1997	YEAR ENDED DECEMBER 31, 1998	THREE MONTHS ENDED MARCH 31,	
			1998	1999
			(UNAUDITED)	(UNAUDITED)
STATEMENT OF OPERATIONS DATA:				
Consulting revenues	$ --	$ 825,800	$ 38,971	$ 312,323
Total expenses	19,081	757,991	63,994	336,990
Income (loss) from operations	(19,081)	67,809	(25,023)	(24,667)
Net income (loss)	(12,069)	40,228	(15,765)	(20,332)
Basic and diluted net income (loss) per share (1)	(0.01)	0.02	(0.02)	(0.01)
Shares used in computing pro forma basic net income (loss) per share	1,000,000	1,750,000	1,000,000	2,500,000
Shares used in computing pro forma diluted net income (loss) per share (1)	1,008,333	1,874,000	1,043,333	2,886,333

The following table summarizes our balance sheet at March 31, 1999:

- on an actual basis; and
- on an as adjusted basis to reflect the sale of 1,000,000 shares of our common stock, after deducting underwriting discounts and our estimated offering expenses.

	MARCH 31, 1999	
	ACTUAL	AS ADJUSTED
	(UNAUDITED)	(UNAUDITED)
BALANCE SHEET DATA:		
Working capital	$ 371,642	$ 6,371,642
Total assets	627,585	6,627,585
Total liabilities	219,758	219,758
Total stockholders' equity	407,827	6,407,827

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(1) See Note 3 of Notes to Financial Statements for the determination of shares used in computing basic and diluted net income (loss) per share.

RISK FACTORS

THIS OFFERING INVOLVES A HIGH DEGREE OF RISK. YOU SHOULD CAREFULLY CONSIDER THE FOLLOWING RISKS AND THE OTHER INFORMATION IN THIS PROSPECTUS BEFORE DECIDING TO PURCHASE SHARES OF OUR COMMON STOCK.

RISKS RELATING TO OUR BUSINESS

WE HAVE LOST MONEY DURING MOST OF THE QUARTERS DURING WHICH WE HAVE BEEN IN BUSINESS AND EXPECT TO LOSE MONEY IN THE FUTURE.

We have incurred operating losses in most of the quarters during which we have been in business. In future quarters, our operating results may not meet public market analysts' and investors' expectations. If that happens, the price of our common stock may fall. Many factors can cause these fluctuations, including:

- the number, size, timing and scope of our projects;
- customer concentration;
- long and unpredictable sales cycles;
- contract terms of projects;
- degrees of completion of projects;
- project delays or cancellations;
- competition for and utilization of employees;
- how well we estimate the resources we need to complete projects;
- the integration of acquired businesses;
- pricing changes in the industry; and
- economic conditions specific to the Internet and information technology consulting.

We began our business in September 1997. We only began providing services on any significant basis in mid-1998 and primarily to only one partner. As a result, we have a limited operating history upon which you may evaluate our business and prospects. Companies in an early stage of development frequently encounter greater risks and unexpected expenses and difficulties. As a result, we cannot assure you of any operating results and we will likely experience large variations in quarterly operating results.

We expect to incur operating losses at least through the end of 1999 and perhaps thereafter. We plan to increase our expenditure on sales and marketing, infrastructure development, personnel and general and administrative in connection with our efforts to expand our business. As a result, we will need to generate significant revenues to achieve profitability. Even if we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis in the future. Although our revenues have grown in recent quarters, you should not view our historical growth rates as indicative of our future revenues.

THE LOSS OF SALES TO VIGNETTE CORPORATION WOULD SERIOUSLY HARM OUR BUSINESS.

Vignette Corporation accounted for 91% of our revenue during 1998 and 100% of our revenue during the three months ended March 31, 1999. Any termination of our relationship with Vignette would have a material adverse effect on our operating results and financial condition. Vignette only retains our services on a case-by-case basis and may choose at any time to use any other firm or to provide the services that we perform for itself. Therefore, any downturn in Vignette's business or any

shift in its decisions to continue to use our services could also result in substantially reduced sales by us.

OUR PARTNERS ARE NOT OBLIGATED TO USE OUR SERVICES.

Our contracts with our partners do not obligate them to use our services. A partner may choose at any time to use another consulting firm or to perform the services we provide through an internal services organization. Any termination of a relationship with a partner, or a partner's decision to employ other consulting firms or perform services in-house, could seriously harm our business.

WE MAY ALIGN OURSELVES WITH PARTNERS THAT FAIL.

In selecting our partners, we seek to identify Internet software companies that we believe will develop into market leaders. However, our partners compete in new and rapidly changing markets. In certain of these markets, only a few companies will survive. If we align ourselves with companies that fail to become market leaders, our business may suffer because our partners will not have significant demand for our services. We invest substantial resources to train our information technology professionals regarding the use and features of our partners' software, and we will lose this investment if our partners fail.

WE HAVE AGREED NOT TO PERFORM SERVICES FOR COMPETITORS OF OUR PARTNERS, WHICH LIMITS OUR POTENTIAL MARKET.

We have agreed with each of our partners not to perform services for their competitors. These non-compete agreements substantially reduce the number of our prospective partners. In addition, these agreements increase the importance of our partner selection process, because many of our partners compete in markets where only a limited number of companies gain significant market share. If we agree not to perform services for a particular partner's competitors and our partner fails to gain meaningful market share, we are unlikely to receive future material revenues in that particular market.

WE MAY NOT GROW, OR WE MAY BE UNABLE TO MANAGE OUR GROWTH.

Our success will depend on our ability to rapidly expand the number of partners and teams of information technology professionals. However, we may not grow as planned or at all. If we do grow, our growth will place significant strains on our management personnel and other resources. For example, it will be difficult to manage information technology professionals who will be widely dispersed around the country. If we are unable to manage our growth effectively, this inability will adversely affect the quality of our services and our ability to retain key personnel, and could harm our business.

OUR MANAGEMENT TEAM MAY NOT BE ABLE TO WORK TOGETHER EFFECTIVELY TO IMPLEMENT OUR BUSINESS PLAN.

We have recently hired many of our current executive officers to establish a team to manage our operations. These newly hired officers include our Chief Executive Officer, hired in April 1999, our Chief Financial Officer, hired in April 1999, and our Chief Technology Officer, hired in May 1999. These individuals have not worked together previously and are in the process of integrating as a management team. Their failure to work together effectively would seriously harm our ability to carry out our business plan.

WE MAY NOT BE ABLE TO ATTRACT AND RETAIN INFORMATION TECHNOLOGY PROFESSIONALS, WHICH COULD AFFECT OUR ABILITY TO COMPETE EFFECTIVELY.

Our business is labor intensive. Accordingly, our success depends in large part upon our ability to attract, train, retain, motivate and manage highly skilled information technology professionals. Because

of the recent rapid growth of the Internet, individuals who can perform the services we offer are scarce and are likely to remain a limited resource for the foreseeable future. Furthermore, there is a high rate of attrition among such personnel. Any inability to attract, train and retain highly skilled information technology professionals would impair our ability to adequately manage and staff our existing projects and to bid for or obtain new projects, which in turn would adversely affect our operating results.

OUR SUCCESS WILL DEPEND ON RETAINING OUR SENIOR MANAGEMENT TEAM AND KEY TECHNICAL PERSONNEL.

We believe that our success will depend on retaining our senior management team and key technical personnel, including our President, Bryan Menell, and our Chief Executive Officer, John T. McDonald. This dependence is particularly important in our business, because personal relationships are a critical element of obtaining and maintaining our partners. If any of these people stop working for us, our level of management, technical, marketing and sales expertise could significantly diminish. These people would be difficult to replace, and losing them could seriously harm our business. We do not currently maintain key-man insurance for these people.

OUR QUARTERLY OPERATING RESULTS WILL BE VOLATILE AND MAY CAUSE OUR STOCK PRICE TO FLUCTUATE.

Our quarterly revenue, expenses and operating results have varied significantly in the past and are likely to vary significantly in the future. These quarterly fluctuations have been and will continue to be based on a number of factors, including:

- The number and types of projects that we undertake;

- Our ability to attract, train and retain skilled management and information technology professionals;

- Our employee utilization rates, including our ability to transition our information technology professionals from one project to another;

- Changes in our pricing policies;

- Our ability to manage costs; and

- Costs related to acquisitions of other businesses.

In addition, many factors affecting our operating results are outside of our control, such as:

- Demand for Internet software;

- End-user customer budget cycles;

- Changes in end-user customers' desire for our partners' products and our services;

- Pricing changes in our industry;

- Government regulation and legal developments regarding the use of the Internet; and

- General economic conditions.

Although we have limited historical financial data, we expect that we will experience seasonal fluctuations in revenues. We expect that revenues in the quarter ending December 31 will typically be lower than our other quarters because there are fewer billable days in this quarter due to vacations and holidays. This seasonal trend may materially affect our quarter-to-quarter operating results.

WE FACE RISKS ASSOCIATED WITH FINDING AND INTEGRATING ACQUISITIONS.

Our success will depend in part on our ability to identify suitable acquisition candidates, acquire those companies on acceptable terms and integrate their operations successfully. Acquisitions would involve a number of potential additional risks, including:

- Adverse effects on operating results from increased goodwill amortization, acquired in-process research and development, stock compensation expense and increased compensation expense attributable to newly hired employees;

- Diversion of management attention from other aspects of our business;

- Failure to retain acquired personnel;

- Harm to our reputation if an acquired company performs poorly; and

- Assumption of liabilities of acquired companies, including potentially hidden liabilities.

YEAR 2000 RISKS MAY HARM OUR BUSINESS.

In less than 12 months, computer systems and software used by many companies will need upgrading to operate properly in the Year 2000 and beyond. Our and our partners' efforts to comply with the Year 2000 requirements may be unsuccessful, and Year 2000 compliance by our partners' end-user customers may reduce our partners' revenues and need for our services.

We are in the early stages of conducting a survey of our partners as to the Year 2000 compliance of their software. If we implement our partners' software that is not Year 2000 compliant, we may have liability to their end-user customers. Any such litigation, regardless of merit, could result in substantial costs and a diversion of our management's attention away from the operation of our business.

We believe that our internal systems are currently Year 2000 compliant. However, the failure of our internal systems to operate without Year 2000 complications could harm our business and require us to incur significant unanticipated expenses to remedy any problems. In addition, we are subject to external forces that might generally affect industry and commerce, such as utility company Year 2000 compliance failures and related service interruptions.

Many current or potential end-user customers of our partners and potential partners are expending significant resources to make their current systems Year 2000 compliant. Such expenditures may reduce the funds available to purchase our partners' software and pay for our implementation services in connection with such software.

Any of the above factors could harm our business and adversely affect our operating results.

RISKS RELATING TO OUR INDUSTRY

WE FOCUS SOLELY ON COMPANIES IN THE MARKET FOR INTERNET SOFTWARE.

Our business is dependent upon continued growth in the use of the Internet to fuel the growth in the amount of Internet software sold by our partners and prospective partners and used by their end-user customers. If use of the Internet does not continue to grow, or grows more slowly than expected, our growth would decline and our business would be seriously harmed. Any downturn in the market for Internet software would harm our business, financial condition and operating results.

OUR BUSINESS WILL SUFFER IF WE DO NOT KEEP UP WITH RAPID TECHNOLOGICAL CHANGE, EVOLVING INDUSTRY STANDARDS OR CHANGING PARTNER REQUIREMENTS.

Rapidly changing technology, evolving industry standards and changing partner needs are common in the Internet professional services market. Accordingly, our future success will depend, in part, on our ability to:

- effectively use leading technologies;
- continue to develop our strategic and technical expertise;
- enhance our current services;
- develop new services that meet changing partner and end-user customer needs;
- advertise and market our services; and
- influence and respond to emerging industry standards and other technological changes.

We must accomplish all of these tasks in a timely and cost-effective manner. We might not succeed in effectively doing any of these tasks, and our failure to succeed could have a material and adverse effect on our business, financial condition or results of operations.

OUR MARKET IS HIGHLY COMPETITIVE AND HAS LOW BARRIERS TO ENTRY.

The market for services to Internet software companies is relatively new, intensely competitive, rapidly evolving and subject to rapid technological change. In addition, there are relatively low barriers to entry into this market. Many of our current and potential competitors have longer operating histories, more established reputations and potential partner relationships and greater financial, technical, industry and marketing resources than we do. This may place us at a disadvantage to our competitors. For more information on our competition, please see "Business--Competition."

RISKS RELATING TO THIS OFFERING AND OWNERSHIP OF OUR STOCK

OUR SHARE PRICE MAY BE VOLATILE BECAUSE NO TRADING MARKET EXISTS FOR OUR SHARES.

Prior to this offering, you could not buy or sell our common stock publicly. An active public market for our common stock may not exist after this offering. You may not be able to resell your shares at or above the initial public offering price. You should read the "Underwriting" section of this prospectus for a discussion of the factors that we and the underwriters will consider in determining the initial public offering price.

WE ARE, AND WILL CONTINUE TO BE, CONTROLLED BY OUR OFFICERS AND DIRECTORS, WHICH COULD RESULT IN OUR TAKING ACTIONS THAT OTHER STOCKHOLDERS DO NOT APPROVE.

Our executive officers, directors and existing 5% and greater stockholders will beneficially own or control approximately 68% of the voting power of our company after this offering. After this offering, these persons, if they were to act together, would be in a position to elect and remove directors and control the outcome of most matters submitted to stockholders for a vote. Additionally, these persons would be able to significantly influence any proposed amendment to our charter, a merger proposal, a proposed sale of assets or other major corporate transaction or a non-negotiated takeover attempt. This concentration of ownership may discourage a potential acquiror from making an offer to buy us, which, in turn, could adversely affect the market price of our common stock. You should read "Management," "Principal Stockholders" and "Description of Capital Stock" for more information on control our company.

WE MAY INVEST OR SPEND THE PROCEEDS OF THIS OFFERING IN WAYS WITH WHICH YOU MAY NOT AGREE.

Our management will have great discretion in determining how we use the proceeds of this offering. Furthermore, because many factors will determine our uses of the net proceeds from this offering, these uses may vary substantially from our current intentions.

IT MAY BE DIFFICULT FOR ANOTHER COMPANY TO ACQUIRE US, AND THIS COULD DEPRESS OUR STOCK PRICE.

Provisions of our certificate of incorporation, bylaws and Delaware law could make it difficult for a third party to acquire us, even if doing so would be beneficial to our stockholders. You should read "Description of Capital Stock" for more information on the anti-takeover effect of provisions of our Certificate of Incorporation, Bylaws and Delaware law.

PURCHASERS IN THIS OFFERING WILL INCUR IMMEDIATE AND SUBSTANTIAL DILUTION OF APPROXIMATELY $5.67 PER SHARE, OR 75.6%.

The initial public offering price of our common stock will be substantially higher than the book value per share of our outstanding common stock. As a result, if you purchase common stock in this offering, you will incur immediate and substantial dilution. For more information, please read "Dilution."

WE MAY NEED TO RAISE ADDITIONAL CAPITAL THAT MAY NOT BE AVAILABLE ON SATISFACTORY TERMS.

We anticipate that the net proceeds of this offering will be sufficient to fund our operations and capital requirements for at least 12 months following this offering. After that, we may need to raise additional funds. If we need additional capital and cannot raise it on acceptable terms, we may not be able to:

- open new offices;

- hire, train and retain employees;

- respond to competitive pressures or unanticipated requirements; or

- pursue acquisition opportunities.

OUR COMMON STOCK COULD BE DELISTED FROM THE NASDAQ SMALLCAP MARKET AND THE BOSTON STOCK EXCHANGE, WHICH WOULD MAKE TRADING IN OUR STOCK MORE DIFFICULT.

We have applied to the Nasdaq SmallCap Market to provide quotations for shares of our common stock and to the Boston Stock Exchange to list our shares. However, our shares could be subsequently delisted, which would force us to list our shares on the OTC Bulletin Board or some other quotation medium, such as "pink sheets," depending upon our ability to meet the specific listing requirements of those quotation systems. As a result, an investor would find it more difficult to dispose of, or to obtain accurate quotations for, the price of our shares. Delisting may also reduce the visibility, liquidity and price of our common stock.

If our common stock is delisted from the Nasdaq SmallCap Market and does not trade on another national securities exchange, we may become subject to "penny stock" regulations that impose additional sales practice disclosure and market making requirements on broker-dealers who sell or make a market in our stock. In such instance, the rules of the Securities and Exchange Commission would generally define "penny stock" to be common stock that has a market price of less than $5.00 per share. If our stock becomes subject to penny stock regulations, it would adversely affect the ability and willingness of broker-dealers who sell or make a market in our common stock and of investors to sell our stock in the secondary market.

SPECIAL CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains many forward-looking statements that involve substantial risks and uncertainties. You can identify these statements by forward-looking words such as "may," "will," "expect," "anticipate," "believe," "estimate" and "continue" or similar words. You should read statements that contain these words carefully because they discuss our future expectations, contain projections of our future operating results or of our financial condition or state other "forward-looking" information.

We believe that it is important to communicate our future expectations to our investors. However, we may be unable to accurately predict or control events in the future. The factors listed in the sections captioned "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations," as well as any other cautionary language in this prospectus, provide examples of risks, uncertainties and events that may cause our actual results to differ materially from the expectations we describe in our forward-looking statements. Before you invest in our common stock, you should be aware that the occurrence of the events described in the "Risk Factors" section, the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section and elsewhere in this prospectus could seriously harm our business.

USE OF PROCEEDS

Our net proceeds from the sale of the 1,000,000 shares of common stock are estimated to be approximately $6,000,000 after deducting underwriting discounts and estimated offering expenses payable by us. If the underwriters exercise their over-allotment option in full, we estimate that the aggregate net proceeds will be approximately $7,000,000. We expect to use the net proceeds, assuming no exercise of the underwriters' over-allotment option, approximately as follows:

	APPROXIMATE DOLLAR AMOUNT	APPROXIMATE PERCENTAGE OF NET PROCEEDS
- - Recruiting, training and equipping information technology professionals	$ 1,800,000	30.0%
- - Expanding our management and technology infrastructure	1,000,000	16.7%
- - Expanding our physical facilities	350,000	5.8%
- - Sales and marketing expenses	650,000	10.8%
- - Repayment of debt and accounts payable	150,000	2.5%
- - Working capital and general corporate purposes, including potential acquisitions	2,050,000	34.2%
Total	$ 6,000,000	100.0%

RECRUITING, TRAINING AND EQUIPPING INFORMATION TECHNOLOGY PROFESSIONALS. Represents anticipated costs associated with hiring additional information technology professionals. We believe that we must hire and keep on staff a sufficient number of information technology professionals so that we may be able to respond quickly to the demands of our customers.

EXPANDING OUR MANAGEMENT AND TECHNOLOGY INFRASTRUCTURE. Represents costs associated with recruiting and compensating additional management personnel and the purchase of information systems and equipment to manage our planned growth.

EXPANDING OUR PHYSICAL FACILITIES. Represents costs associated with obtaining larger office space and possible additional offices to accommodate our planned growth.

SALES AND MARKETING EXPENSES. Represents costs associated with advertising and other promotional activities designed to increase market awareness of our company and its services, including recruiting, compensating and incremental travel expenses associated with additional sales and marketing personnel to expand our number of software company partners.

REPAYMENT OF DEBT AND ACCOUNTS PAYABLE. Represents anticipated payments of outstanding debt and accounts payable following the offering.

WORKING CAPITAL AND GENERAL CORPORATE PURPOSES. Represents funds that may be used, among other things, to pay salaries, rent, trade payables, professional fees and other operating expenses. If opportunities arise, these funds may be used to acquire complementary businesses. We have no present understandings, commitments or agreements with respect to any acquisition.

The allocation of the net proceeds from this offering set forth above represents an estimate based upon our currently proposed plans and assumptions relating to our operations, as well as assumptions that general economic conditions remain approximately the same. If any of these factors change, we may find it necessary or advisable to reallocate some of the proceeds among categories or to use portions for other purposes.

We anticipate that the net proceeds of this offering will be sufficient to fund our operations and capital requirements for at least 12 months following this offering. We cannot assure you, however, that the proceeds of this offering will not be expended earlier due to unanticipated changes in economic conditions or other circumstances that we cannot foresee. In the event our plans change or our assumptions change or prove to be inaccurate, we could be required to seek additional financing sooner than currently anticipated.

Pending the uses described above, we intend to invest the net proceeds from this offering in government securities and other short-term, investment-grade, interest-bearing instruments.

CAPITALIZATION

The following table sets forth our actual capitalization as of March 31, 1999. Our as adjusted capitalization reflects our sale of the 1,000,000 shares of common stock we are offering hereby at an assumed initial public offering price of $7.50 per share less underwriting discounts and estimated offering expenses payable by us:

	MARCH 31, 1999	
	ACTUAL	AS ADJUSTED
Stockholders' equity:		
Preferred Stock, $0.001 par value, 5,000,000 shares authorized; none outstanding actual and as adjusted	--	--
Common Stock, $0.001 par value, 20,000,000 shares authorized; 2,500,000 shares outstanding actual; and 3,500,000 shares outstanding as adjusted	$ 2,500	$ 3,500
Additional paid-in capital	397,500	6,396,500
Retained earnings	7,827	7,827
Total stockholders' equity	407,827	6,407,827
Total capitalization	$ 407,827	$ 6,407,827

Our outstanding number of shares of common stock does not include 100,000 shares of common stock reserved for issuance upon exercise of the representative's warrants and 414,334 shares of common stock issuable upon exercise of options outstanding as of May 31, 1999 at a weighted average exercise price of $0.65 per share.

WE DO NOT INTEND TO PAY DIVIDENDS

We have not declared or paid any cash dividends on our common stock and do not intend to pay any cash dividends on the common stock in the foreseeable future. We currently intend to retain future earnings, if any, to fund the development and growth of our business. Future dividends, if any, will be determined by our board of directors.

DILUTION

Our net tangible book value as of March 31, 1999 was approximately $407,827, or $0.16 per share of common stock. Net tangible book value per share represents the amount of our total tangible assets reduced by the amount of our total liabilities, divided by the number of shares of common stock outstanding. After giving effect to our sale of 1,000,000 shares of common stock in this offering at an assumed initial public offering price of $7.50 per share and after deducting underwriting discounts and estimated offering expenses payable by us and the application of the net proceeds, our net tangible book value as adjusted as of March 31, 1999 would have been approximately $6,407,827, or $1.83 per share. This represents an immediate increase in net tangible book value of $1.67 per share to our existing stockholders and an immediate dilution of $5.67 per share, or 75.6%, to new investors purchasing shares of our common stock in this offering. The following table illustrates the per share dilution:

Assumed initial public offering price per share		$ 7.50
Net tangible book value per share as of March 31, 1999	$ 0.16	
Increase per share attributable to new investors	$ 1.67	
Net tangible book value per share after this offering		$ 1.83
Dilution per share to new investors		$ 5.67

Assuming the exercise in full of the underwriters' over-allotment option and assuming the exercise of 25,834 currently exercisable stock options outstanding as of March 31, 1999, our net tangible book value as adjusted as of March 31, 1999 would have been approximately $7,428,953, or $2.02 per share, representing an immediate increase in net tangible book value of $1.86 per share to our existing stockholders and an immediate dilution in net tangible book value of $5.48, or 73.1%, per share to new investors.

The following table sets forth, as of March 31, 1999, the difference between existing stockholders and investors purchasing shares in this offering with respect to the number of shares purchased from us, the total consideration paid and the average price per share paid:

	SHARES PURCHASED		TOTAL CONSIDERATION		AVERAGE PRICE
	NUMBER	PERCENT	AMOUNT	PERCENT	PER SHARE
Existing stockholders	2,500,000	71.4%	$ 400,000	5.1%	$ 0.16
New investors	1,000,000	28.6%	$ 7,500,000	94.9%	$ 7.50
Total	3,500,000	100.0%	$ 7,900,000	100.0%	$ 2.26

This discussion and the foregoing tables assume no exercise of stock options outstanding as of March 31, 1999. Options to purchase 386,334 shares of common stock were outstanding as of March 31, 1999 at a weighted average exercise price of $0.43 per share. To the extent these options are exercised, new investors will experience further dilution.

Of the options to purchase 386,334 shares of common stock outstanding as of March 31, 1999, 25,834 were currently exercisable. If the 25,834 exercisable options were exercised in full, there would be 2,525,834 shares outstanding held by existing stockholders, representing approximately 71.6% of the total shares outstanding after this offering, and the total consideration paid by existing stockholders would be $408,625, representing approximately 5.2% of the total consideration paid by all stockholders after this offering. If the 25,834 exercisable options were exercised in full, the average price per share paid by existing stockholders still would be approximately $0.16.

SELECTED FINANCIAL DATA

The selected statement of operations data for the period from September 17, 1997 (Inception) through December 31, 1997 and for the year ended December 31, 1998 and the selected balance sheet data at the end of each such period have been derived from the audited financial statements included elsewhere in this prospectus. The unaudited statement of operations data for the three months ended March 31, 1998 and 1999 and the unaudited balance sheet data at March 31, 1998 and 1999 have been derived from unaudited financial statements also appearing herein which, in the opinion of management, include all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the financial position and results of operations for the unaudited interim periods. The operating results for the three months ended March 31, 1999 are not necessarily indicative of the results that may be expected for the full fiscal year ending December 31, 1999 or for any subsequent period. The data presented below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the financial statements and accompanying notes thereto appearing elsewhere in the prospectus.

	PERIOD FROM SEPTEMBER 17, 1997 (INCEPTION) THROUGH DECEMBER 31, 1997	YEAR ENDED DECEMBER 31, 1998	THREE MONTHS ENDED MARCH 31,	
			1998	1999
			(UNAUDITED)	(UNAUDITED)
STATEMENT OF OPERATIONS DATA:				
Consulting revenues:	$ --	$ 825,800	$ 38,971	$ 312,323
Operating costs and expenses:				
Cost of consulting revenues	--	400,977	32,433	199,130
Selling, general and administrative	19,081	357,014	31,561	137,860
Total expenses	19,081	757,991	63,994	336,990
Income (loss) before income taxes	(19,081)	67,809	(25,023)	(24,667)
Provision (benefit) for income taxes	(7,012)	27,581	(9,258)	(4,335)
Net income (loss)	12,069)	40,228	(15,765)	(20,332)
Pro forma net income (loss) per share	$ (0.01)	$ 0.02	$ (0.02)	$ (0.01)
Shares used in computing pro forma net income (loss) per share	1,000,000	2,000,000	1,000,000	2,500,000

	AS OF DECEMBER 31, 1997	AS OF DECEMBER 31, 1998	AS OF MARCH 31,	
			1998	1999
			(UNAUDITED)	(UNAUDITED)
BALANCE SHEET DATA:				
Working capital	$ 21,435	$ 137,459	$ (10,381)	$ 371,642
Total assets	37,931	230,007	72,526	627,585
Total liabilities	--	51,848	50,365	219,758
Total stockholders equity	37,931	178,159	22,161	407,827

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

THE FOLLOWING DISCUSSION AND ANALYSIS OF OUR FINANCIAL CONDITION AND RESULTS OF OPERATIONS SHOULD BE READ IN CONJUNCTION WITH OUR FINANCIAL STATEMENTS AND NOTES THERETO AND THE OTHER FINANCIAL INFORMATION INCLUDED ELSEWHERE IN THIS PROSPECTUS. IN ADDITION TO HISTORICAL INFORMATION, THIS MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS AND OTHER PARTS OF THIS PROSPECTUS CONTAIN FORWARD-LOOKING INFORMATION THAT INVOLVE RISKS AND UNCERTAINTIES. OUR ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE ANTICIPATED BY SUCH FORWARD-LOOKING INFORMATION AS A RESULT OF CERTAIN FACTORS, INCLUDING BUT NOT LIMITED TO, THOSE SET FORTH UNDER"RISK FACTORS" AND ELSEWHERE IN THIS PROSPECTUS.

We were incorporated in September 1997 and began generating revenue in February 1998. We generate revenues from professional services performed for end-user customers of our partners and associated reimbursable out-of-pocket expenses. To date, our limited number of partners have consisted of Internet software companies and we expect that Internet software companies will comprise our partners for the foreseeable future. Our contractual relationships are with our partners rather than their end-user customers. We perform services on a time-and-materials basis and are reimbursed for expenses. We recognize revenue for fees as services are performed and reimbursable expenses as incurred.

We established our first partner relationship with Vignette in February 1998 and we have generated only limited revenues from our other partners. As of April 30, 1999, we had completed 15 projects for end-user customers of Vignette. During the first four months of 1999, we established partner relationships with three additional Internet software companies. Most of our revenues for the near future are expected to be derived from Vignette with much smaller portions derived from these newer partner relationships. As a result, our revenues and operating results are subject to substantial variations based on Vignette's sales and the frequency with which we are chosen to perform services for Vignette's end-user customers. Our agreement with Vignette may be terminated at any time by Vignette or us. The agreement does not obligate Vignette to use our services for any minimum amount or at all, and Vignette may use the services of our competitors. Nevertheless, we are restricted, for as long as the agreement is in place, from performing services for Vignette's competitors.

Our plan is to establish additional partner relationships with Internet software companies and increase our number of information technology professionals. In connection with our planned expansion, we expect to undertake an expansive growth program following the offering and to incur substantial expenses in anticipation of identifying and being retained by new partners. Therefore, we expect that we will continue to incur losses through at least the remainder of 1999. We plan to spend significant amounts on:

- Recruiting, training and equipping information technology professionals;
- Expanding our management and technology infrastructure;
- Expanding our physical facilities;
- Sales and marketing expenses;
- Repayment of debt and accounts payable; and
- Working capital and general corporate purposes, including potential acquisitions.

Our number of information technology professionals increased from zero at December 31, 1997 to eight at December 31, 1998 and to 12 at March 31, 1999. We expect our number of information technology professionals to grow significantly during the next 12 months. Mr. McDonald, our Chief Executive Officer, has not been paid a salary to date and has agreed that he will not be paid a salary until July 16, 1999. Our personnel costs represent a high percentage of our operating expenses and are

relatively fixed in advance of each quarter. Accordingly, if revenues do not increase at a rate equal to expenses, we will incur continuing losses and our business, financial condition, operating results and liquidity could be materially and adversely affected.

RESULTS OF OPERATIONS

THREE MONTHS ENDED MARCH 31, 1998 AND MARCH 31, 1999

CONSULTING REVENUES. Revenues increased from $39,000 for the three months ended March 31, 1998 to $312,000 for the three months ended March 31, 1999. The increase in revenues reflected the increase in the number of projects performed and in the number of information technology professionals employed. We only commenced operations during the first three months of 1998, and therefore, do not believe that the periods are comparable. Our revenues for the three months ended March 31, 1999 consisted of $266,000 in fees generated by our information technology professionals and $46,000 of reimbursable expenses. During the period ended March 31, 1999, all of our revenues came from Vignette.

COST OF CONSULTING REVENUES. Cost of revenues consist primarily of salaries and benefits for information technology professionals assigned to projects, training costs and reimbursable expenses. The number of our information technology professionals increased from one for the three months ended March 31, 1998 to 12 for the three months ended March 31, 1999.

SELLING, GENERAL AND ADMINISTRATIVE. Selling, general and administrative consist primarily of marketing activities to solicit partners, salaries and benefits, travel costs and non-reimbursable expenses. Selling, general and administrative expenses increased from $32,000 for the three months ended March 31, 1998 to $127,000 for the three months ended March 31, 1999. The increase in selling, general and administrative expenses was related to our increased marketing activities to solicit additional partners and to overhead costs necessary to support the growth in our workforce. We expect these expenses to increase in absolute dollar amounts in connection with our planned expansion. These costs also increased due to an increase in an officer's salary from a nominal amount to a higher level for the periods ended March 31, 1998 and 1999, respectively.

PERIOD FROM SEPTEMBER 17, 1997 (INCEPTION) THROUGH DECEMBER 31, 1997 AND FISCAL YEAR ENDED DECEMBER 31, 1998

CONSULTING REVENUES. We were incorporated in September 1997 and were in a start-up phase stage during 1997. We generated no revenues during 1997 and, therefore, management does not believe that 1997 is comparable to 1998. Our revenues during 1998 were $825,000. Such revenues consisted of $693,000 in fees and $132,000 of reimbursable out-of-pocket expenses. Ninety-one percent of such revenues came from Vignette during 1998.

COST OF CONSULTING REVENUES. Cost of revenues increased from $0 to $401,000 for 1997 and 1998, respectively. The number of our information technology professionals increased from zero on December 31, 1997 to eight on December 31, 1998. Cost of revenues for 1998 was approximately 49% of revenues. We expect cost of revenues to increase in absolute dollar amounts as we hire additional information technology professionals.

SELLING, GENERAL AND ADMINISTRATIVE. Selling, general and administrative expenses were $19,000 and $357,000 for 1997 and 1998, respectively. The increase in selling, general and administrative expenses was related to our increased marketing activities to solicit additional partners and to overhead costs necessary to support the growth in our workforce. We expect these expenses to increase in absolute dollar amounts in connection with our planned expansion.

LIQUIDITY AND CAPITAL RESOURCES

Since inception, we have financed our operations primarily through equity financings and bank borrowings. Through March 31, 1999, we have raised $400,000 from private sales of our common stock. We also have an agreement with a bank which allows us to borrow up to $300,000 against our qualifying accounts receivables. Borrowings under this agreement will bear interest at 15% per annum. As of March 31, 1999, there was $173,487 borrowed under this loan agreement.

Our negative cash flow from operating activities was $56,000 in 1998 and $100,000 for the three months ended March 31, 1999. The increasing negative cash flow in 1999 resulted from higher expenses attributable to our continued expansion of our operations, which were only slightly offset by a modest increase in revenues and collection of accounts receivable.

As of March 31, 1999, we had $97,000 in cash and working capital of $372,000. We anticipate that the net proceeds of this offering will be sufficient to fund our operations and capital requirements for at least 12 months following this offering. However, because of our expansion and growth plans and the increased spending that will accompany any growth, we expect to experience operating losses and negative cash flow from operations during 1999. The timing and amount of our capital requirements will depend on a number of factors, including demand for our services, the need to develop new partner relationships, competitive pressures and the availability of complementary businesses that we may wish to acquire.

If our capital is insufficient to fund our activities in either the short or long term, we may need to raise additional funds. If we raise additional funds through the issuance of equity securities, our existing stockholders' percentage ownership will be diluted. These equity securities may also have rights superior to our common stock. Additional debt or equity financing may not be available when needed or on satisfactory terms. If adequate funds are not available on acceptable terms, we may be unable to expand our services, respond to competition or continue our operations.

YEAR 2000

Many currently installed computer systems and software products are coded to accept or recognize only two digit entries in the date code field. These systems and software products will need to accept four digit entries to distinguish the year 2000 from the year 1900. As a result, computer systems and software used by many companies and governmental agencies may need to be upgraded to comply with such Year 2000 requirements to avoid system failures or miscalculations causing disruptions of normal business activities.

STATE OF READINESS

We have made a preliminary assessment of the Year 2000 readiness of our operating, financial and administrative systems. The assessment plan consists of:

- determining our material hardware and software;

- assessing repair or replacement requirements;

- repairing or replacing non-compliant hardware and software; and

- creating contingency plans in the event of Year 2000 failures.

Since third parties developed the operating, financial and administrative systems that we use, steps will be taken to ensure that these third-party systems are Year 2000 compliant. We plan to confirm this compliance through a combination of representations by these third parties of their products' Year 2000 compliance and specific testing of these systems. We plan to complete this process prior to the end of

the third quarter of 1999. Until such testing is completed, we will not be able to completely evaluate whether our systems will need to be revised or replaced.

We have contacted our partners to determine the extent to which they are vulnerable to Year 2000 risks. We have not made a full assessment of the extent to which our partners might be vulnerable to Year 2000 risks.

COSTS

To date, we have incurred immaterial costs on Year 2000 compliance issues. Most of our expenses are related to, and are expected to continue to be related to, the operating costs associated with time spent by employees in the evaluation process and Year 2000 compliance matters generally. Such expenses, if higher than anticipated, could have a material adverse effect on our business, results of operations and financial condition.

YEAR 2000 RISKS

We are not currently aware of any Year 2000 problems relating to our operating, financial and administrative systems that would have a material adverse effect on our business, results of operations or financial condition. However, we may discover Year 2000 problems in the future or Year 2000 problems may go undetected. Our failure to fix or replace these services on a timely basis could result in lost revenues, increased operating costs or the loss of customers and other business interruptions.

If we fail to provide Year 2000 compliant solutions to the end-user customers of our partners, we may incur reputational harm and legal liability. Furthermore, if our partners fail to fix or replace any Year 2000 non-compliant software products or their internal systems on a timely basis, it could result in an indirect adverse effect on our business, financial condition and results of operation.

In addition, there can be no assurance that governmental agencies, utility companies, third-party service providers and others outside of our control will be Year 2000 compliant. The failure by such entities to be Year 2000 compliant could result in a systematic failure beyond our control such as a transportation systems, telecommunications or electrical failure, which could also prevent us from delivering our services to our partners' end-user customers.

BUSINESS

YOU SHOULD READ THE FOLLOWING DESCRIPTION OF OUR BUSINESS IN CONJUNCTION WITH THE INFORMATION INCLUDED ELSEWHERE IN THIS PROSPECTUS. THIS DESCRIPTION CONTAINS CERTAIN FORWARD-LOOKING STATEMENTS THAT INVOLVE RISKS AND UNCERTAINTIES. OUR ACTUAL RESULTS COULD DIFFER SIGNIFICANTLY FROM THE RESULTS DISCUSSED IN THE FORWARD-LOOKING STATEMENTS AS A RESULT OF CERTAIN OF THE FACTORS SET FORTH IN "RISK FACTORS" AND ELSEWHERE IN THIS PROSPECTUS.

OVERVIEW

We provide virtual professional services organizations to Internet software companies. A virtual professional services organization is a dedicated team of information technology professionals that plans, manages and executes the installation, or implementation, of complex software products. This allows the Internet software companies we work with to focus on their core business of improving and selling their software without maintaining a large in-house professional services organization. We believe this enables them to bring products to market faster and respond more quickly to their end-user customer needs, which helps them achieve success in the marketplace.

We refer to the Internet software companies with which we work as "partners." We established our first partner relationship with Vignette Corporation in February 1998. We have recently established partner relationships with the following Internet software companies: Interwoven; Motive Communications; and Ventix Systems.

INDUSTRY BACKGROUND AND LIMITATIONS OF TRADITIONAL APPROACHES

Increasing numbers of individuals and businesses now use the Internet to search for information, communicate with others, conduct business and seek entertainment. With the recent explosion of Internet activity, an industry of Internet software companies has emerged. These companies develop software to perform or support Web-enabled interaction, whether between businesses or between businesses and consumers. We focus on the Internet software market because we believe it exhibits the high-growth, intense competition and short product lifecycles that create a demand for our services. Forrester Research estimates that the market for Internet professional services will grow from $5.4 billion in 1998 to $32.7 billion in 2002, representing a compound annual growth rate of 56.9%.

Internet software includes software designed to facilitate, among others, the following tasks:

- CUSTOMER RELATIONSHIP MANAGEMENT--manages the relationship that a consumer has with a business over the Internet.

- ELECTRONIC COMMERCE--allows people to purchase goods and services over the Internet.

- SITE ANALYSIS--collects and analyzes customer interactions with the Internet in order to customize the behavior of the Web-site the next time the customer visits.

- MARKETING AUTOMATION--enables marketing campaigns over the Internet (or through e-mail) to attract or retain potential customers to a Web site.

- KNOWLEDGE MANAGEMENT--manages and presents business knowledge to Internet users.

- CUSTOMER SUPPORT--allows Internet users to support themselves and resolve their own issues by presenting knowledge and information to them in text, video and audio.

- E-MAIL MANAGEMENT--manages high volume e-mail traffic.

- ELECTRONIC BILLING MANAGEMENT--presents bills to customers through the Internet, thereby decreasing billing costs and improving cash management.

Internet software requires substantial configuration in order for the user to realize its full benefits because each business user has its own unique requirements, infrastructure and business processes. Emerging Internet software companies which are focused on product innovation may not be inclined or able to devote resources to integrate and implement their software with a customer's existing computer systems and software. To address the need to have their products properly implemented, software companies have tried several alternatives:

- hire and maintain an in-house professional services organization;

- employ various individual independent contractors; and

- engage large consulting firms.

These alternatives present a variety of problems. Hiring and maintaining an in-house staff of information technology professionals requires a significant investment of time and money. It also increases a company's fixed personnel costs so that any downturn in the software company's business will result in greater losses because these costs cannot be reduced to match revenues in the short term. Managing a group of independent contractors also requires a significant amount of time and results may be unpredictable. Large consulting firms may be expensive and we believe, may only find it attractive to provide services when technology has become widely used. Furthermore, we believe that large consulting firms may work with several competing software companies, raising concerns over loyalty and confidentiality.

OUR SOLUTION

We believe that the growing markets for Internet software combined with the limitations of these alternatives combine to create a significant market opportunity. Our virtual professional services organizations provide the following advantages to our partners:

- REDUCED COSTS. Each of our partners may save money by minimizing the size of its in-house professional services organization. We expect to be able to manage fluctuations in services demand associated with any one partner if we can develop a portfolio of Internet software partners. We can reallocate our information technology professionals as our partners' needs change.

- ALIGNED INCENTIVES. We intend to invest a significant amount of time in each of our partners and, by virtue of our assignments being likely to increase if their business grows, we will have a vested interest in their success. We have agreed in the past and may agree in the future to not work for our partners' competitors.

- DEDICATED INFORMATION TECHNOLOGY PROFESSIONALS. We intend to dedicate a team of our information technology professionals to master each particular partner's software products, enabling them to provide higher quality of service to our partners and their end-user customers. If we can provide services across a spectrum of software customers, we can harvest best practices knowledge, build development frameworks to increase productivity, generate a project delivery methodology and create a learning organization in a way that a group of unaffiliated independent contractors cannot.

- FOCUS ON CORE BUSINESS. Our partners can remain focused on their core business of developing and selling high-quality software, while leveraging a small, focused internal services organization across more customers with better success than building and maintaining a large internal full-time staff.

OUR STRATEGY

Our objective is to become the leading provider of virtual professional service organizations to rapidly growing Internet software companies. To achieve this objective, our strategy is to:

FOCUS ON HIGH-GROWTH, SERVICE-INTENSIVE SEGMENTS OF THE INTERNET SOFTWARE MARKET

We view Internet software as the most attractive sector of the software industry. Within the Internet software market, we will try to identify segments that we believe will grow rapidly and will require significant services. We focus on Internet software so that we can more readily acquire leading-edge specialized skills that are in high demand in the marketplace. We intend to leverage our accumulated technical talent and stay current on the best methodology for solving problems that are consistently encountered in the Internet software arena.

ESTABLISH PARTNER RELATIONSHIPS WITH EMERGING LEADERS IN IDENTIFIED HIGH-GROWTH SEGMENTS

Once we identify an attractive segment of the Internet software market, we will focus on establishing a partner relationship with an emerging leader in that segment. We will initially identify potential partners before their products are accepted as mainstream. If any partner's products meet with widespread success, we will have the benefit of a pre-existing dedicated team, established working relationship and strong track record of success. We believe these factors will allow us to compete effectively with larger consulting firms.

BUILD AND ACQUIRE A PORTFOLIO OF HIGH-GROWTH, LOW OVERHEAD DEDICATED BOUTIQUE VIRTUAL PROFESSIONAL SERVICES ORGANIZATIONS

Our strategy is to build, through both internal growth and acquisitions, a portfolio of boutique virtual professional services organizations, each dedicated to deploying the products of a particular Internet software partner. We believe that we may improve the performance of any acquired companies by relieving them of many of the administrative burdens of running their business, such as human resources, financial reporting and budgeting, performance appraisals and knowledge sharing.

BUILD A NATIONAL INFRASTRUCTURE TO LEVERAGE ECONOMIES OF SCALE

Each virtual professional services organization will utilize the services of the centralized corporate support structure. This will allow our information technology professionals to remain focused on generating revenue. These economies of scale include centrally-provided services such as business development programs, partner support assistance, human resources, financial reporting and budgeting, performance appraisals and a standardized program to design, build and share institutional knowledge regarding the best practices for various applications.

SERVICES AND SUPPORT

Our partners license their Internet software products to their end-user customers. We then deploy a team that analyzes the end-user customer goals and requirements, defines the scope of the implementation project, designs a project plan and installs, configures, implements and integrates our partner's Internet software products. In connection with providing our services, we may perform the following activities:

- PROJECT SCOPING--define end-user customer's broad goals for the software.

- PROJECT DEFINITION--document in detail the specific business requirements.

- GAP ANALYSIS--determine the gap between what our partner's software product does when installed and the end-user customer's specific business requirements.

- PROJECT PLANNING--create a detailed work plan that defines specific tasks, timelines, human resources, costs and contingencies.

- IMPLEMENTATION--configure our partner's software and write new software programs to adapt our partner's software to the end-user customer's needs.

- COMPONENT TESTING--test the installed software at the individual component level.

- INTEGRATION--write new software programs to allow our partner's software to communicate with the end-user customer's existing information system.

- SYSTEM TESTING--test the installed software on a system-wide level.

- TRAINING--teach the end-user customer's personnel how to operate our partner's software.

- MONITORING--monitor the performance of the software over the initial period following deployment.

In addition to implementation and integration services, we also provide formal feedback to our partners. This enables them to improve their products so they may be deployed more rapidly and with higher quality.

OUR PARTNERS

We established our first partner relationship with Vignette in April 1998. Vignette is a leading provider of Internet relationship management software designed to enable businesses to create interactive Web sites. When retained by Vignette, we adapt Vignette's software to its end-user customer's needs. Vignette works with a variety of partners worldwide in the areas of systems integration, consulting, reselling and technology integration. As of April 30, 1999, we have completed 15 projects for end-user customers of Vignette. From inception through March 31, 1999, Vignette has accounted for 93% of our revenue.

Our arrangement with Vignette allows Vignette to issue assignment orders to us, but they are not committed to use our services. We are paid for time and materials and are reimbursed for expenses. The agreement may be terminated by Vignette or us at any time upon minimal notice. Upon termination, we remain obligated to complete any unfinished assignments. The agreement also provides that we will not work for Vignette's competitors and neither party may hire the other party's employees. Our chairman of the board, Steven G. Papermaster, sits on the board of directors of Vignette.

We have recently added three additional partners: Motive Software, a provider of support chain automation; Interwoven, a provider of enterprise web production software; and Ventix, a provider of knowledge support software. Our partner relationships with these three companies had not generated revenues as of March 31, 1999. Our contracts with each of these companies is similar to our contract with Vignette, and none of these companies is obligated to use our services.

Many of our potential partners that are in the early stages of development may be unable to retain our services because of financial constraints. In addition, our existing partners can generally reduce the scope of or cancel their use of our services without penalty and with little or no notice. If a partner defers, modifies or cancels an engagement or chooses not to retain us for additional projects, we must be able to rapidly redeploy our employees to other engagements in order to minimize under-utilization of employees and the resulting harm to our operating results.

Our long-term success will depend on our ability to achieve satisfactory results for our partners and their end-user customers and to form long-term relationships with our partners. We have not been in operation long enough to judge whether our partners will perceive our work as benefiting their businesses or desire to form any long-term business relationships. Accordingly, we cannot assure you

that our partners will call upon us again in the future. Because of our limited operating history, it is difficult to evaluate whether we will succeed in forming long-term relationships with our partners.

Our operating expenses are relatively fixed and cannot be reduced on short notice to compensate for unanticipated variations in the number or size of engagements in progress. These factors make it difficult for us to predict our revenues and operating results. Therefore, any sudden losses of customers could result in unusually severe harm to our business.

SALES AND MARKETING

Since our partners sell their software and our services to their end-user customers, our sales and marketing consists of soliciting new partners and expanding our relationships with existing partners. Our senior management identifies attractive segments of the Internet software market and evaluates the emerging companies competing in that segment. Once we have identified a company that we believe will become a market leader within that segment, our senior management attempts to establish a partner relationship. Once a partner relationship is established, we assign a Relationship Director to interact with that partner. A Relationship Director is responsible for coordinating projects on behalf of a partner and convincing a partner to use our services more often.

We have two people involved in sales and marketing on a full-time basis. We typically encounter sales cycles ranging from two to six months from our initial meeting with a prospective partner. We also market our services by establishing informal relationships with venture capital firms, accounting firms, law firms and other service providers that work with emerging Internet software companies. These relationships help us identify and form partner relationships with emerging companies.

COMPETITION

We compete in the Internet professional services market which is relatively new and intensely competitive. We expect competition to intensify as the market further develops and evolves. The principal competitive factors in our market include quality of service, speed of implementation, price and reputation. We believe that our competitors fall into several categories, including:

- Systems integrators, such as Cambridge Technology Partners, Sapient Corporation, Scient Corporation and Viant Corporation;

- Large consulting firms, such as Andersen Consulting and the consulting arms of the large accounting firms;

- Outsourcing firms, such as Computer Sciences Corporation, Electronic Data Systems and Perot Systems;

- Information technology staffing firms, such as Keane, Inc. and Renaissance Worldwide;

- Internet service firms, such as Proxicom, Inc. and USWeb Corporation; and

- In-house information technology and professional services and support departments of our current and potential partners.

In addition, there are relatively low barriers to entry into this market and we expect to face additional competition from new entrants.

Most of our competitors have longer operating histories, larger client bases, greater name recognition and possess significantly greater financial, technical and marketing resources than we do. As a result, our competitors may be able to better attract Internet software companies to which we market our services and adapt more quickly to new technologies or evolving customer requirements. Many competitive factors are outside of our control, such as the ability of our competitors to hire, retain and motivate qualified information technology professionals.

EMPLOYEES

Our most important assets are our information technology professionals that perform services for our partners' end-customers. We are dedicated to hiring, developing and retaining these individuals. Because our partners tend to be emerging leaders, our information technology professionals have an opportunity to work with the latest in cutting-edge information technology. We believe that this helps us recruit superior professionals, who actively seek these types of assignments. We foster professional development by training our information technology professionals in the skills critical to successful consulting engagements such as implementation methodology and project management. We hire information technology professionals based upon their skills and abilities, as opposed to proximity to end-user customers. We only require that our professionals live close to major metropolitan airports. This allows us to hire talented people from smaller markets and gives them project opportunities that their home city may not provide.

Significant competition exists for employees with the skills required to perform the services we offer. Qualified information technology professionals are in great demand and are likely to remain a limited resource for the foreseeable future.

As of May 1, 1999, we had 19 full-time employees, 9 of whom are based at our Austin, Texas headquarters. Of our total employees, 12 were information technology professionals and 7 were involved in sales, general administration and marketing. Our employees are not represented by any collective bargaining unit, and we have never experienced a work stoppage. We believe our employee relations are good.

PROPERTIES

We lease approximately 950 square feet of office space in Austin, Texas from Powershift Ventures, LLC, under a month to month lease. The rent is currently $2,200 per month. Our Chairman of the Board, Steven G. Papermaster, is the president and a beneficial owner of Powershift Ventures, LLC. Mr. Papermaster also controls Powerlift Ventures, L.P., one of our principal stockholders. Please read "Certain Transactions" and "Principal Stockholders" for more information.

LEGAL PROCEEDINGS

We are not involved in any material legal proceedings.

EXECUTIVE OFFICERS, DIRECTORS AND KEY EMPLOYEES

Our executive officers, directors and certain key employees of the Company, and their ages as of June 25, 1999, are as follows:

NAME	AGE	POSITION WITH THE COMPANY
EXECUTIVE OFFICERS AND DIRECTORS		
John T. McDonald	35	Chief Executive Officer and Director
Bryan R. Menell	33	Founder, President and Director
John A. Hinners	42	Chief Financial Officer and Vice President
Steven G. Papermaster	40	Chairman of the Board
David S. Lundeen	37	Director
Dr. W. Frank King(1)	59	Director
Philip J. Rosenbaum(1)	49	Director
CERTAIN KEY EMPLOYEES		
Barry Demak	33	Vice President of Business Development
Andrew J. Roehr	34	Chief Technology Officer

(1) Indicates that the individual is a member of the compensation and audit committees.

EXECUTIVE OFFICERS AND DIRECTORS

MR. MCDONALD joined Perficient in April 1999 as its Chief Executive Officer. Since October 1998, Mr. McDonald has been the president of Beekman Ventures, Inc., a New York-based firm specializing in private equity investments in technology companies. From April 1996 to October 1998, Mr. McDonald was president of VideoSite, Inc., a multimedia software company that is currently a subsidiary of GTECH Corporation. GTECH acquired VideoSite in October 1997, 18 months after Mr. McDonald became VideoSite's president. From May 1995 to April 1996, Mr. McDonald was a Principal with Zilkha & Co., a New York-based merchant banking firm. From June 1993 to April 1996, Mr. McDonald served in various positions at Blockbuster Entertainment Group, including Director of Corporate Development and Vice President, Strategic Planning and Corporate Development of NewLeaf Entertainment Corporation, a joint venture between Blockbuster and International Business Machines Corporation. From 1987 to 1993, Mr. McDonald was an attorney with Skadden, Arps, Slate, Meagher & Flom in New York focusing on mergers and acquisitions and corporate finance. Mr. McDonald received a B.A. in Economics from Fordham University in 1984 and a J.D. from Fordham Law School in 1987.

MR. MENELL founded Perficient in September 1997 and has served as its President since inception. In 1991, Mr. Menell founded Exact Systems, Inc., a similar business providing services to customer management software vendors. Exact was acquired by BSG Corporation, a systems integrator specializing in emerging technologies, in January 1996. Mr. Menell continued to operate Exact's business as a subsidiary of BSG until July 1997. Prior to founding Exact, Mr. Menell worked as an independent consultant and as a consultant for Andersen Consulting. Mr. Menell studied Business and Management Information Systems at California State University at Chico.

MR. HINNERS joined Perficient in April 1999 as Chief Financial Officer and Vice President. From March 1998 until joining Perficient, Mr. Hinners independently provided financial consulting services primarily to start-up software companies. From October 1994 to February 1998, he was Managing Director-Finance and Administration of BSG Alliance/IT, Inc., a subsidiary of BSG. During this period, Mr. Hinners was responsible for operational and financial management of international subsidiaries and joint ventures, as well as financial review and management of acquisitions and large transactions. From

August 1988 through September 1994, he served as Chief Financial Officer of such subsidiary. Mr. Hinners received a B.B.A. in Finance in 1979 and an M.B.A. in Accounting in 1981 from the University of Texas at Austin.

MR. PAPERMASTER joined Perficient in April 1998 as a director and became Chairman in May 1999. He is also the Chairman of Powershift Group, an Austin-based technology venture development firm, and the general partner of Powershift Ventures, L.P., one of our principal stockholders. Mr. Papermaster is also a co-founder and the Chief Executive Officer of Agillion.com, Inc., an Internet business service provider. He currently serves as a member of the board of directors of Vignette and various privately-held companies. From 1987 to December 1997, Mr. Papermaster was the founder, chairman and Chief Executive Officer of BSG. Mr. Papermaster received a B.A. in Finance from the University of Texas at Austin in 1981 and began his career as a consultant with Arthur Andersen & Co. in the Management Information Consulting Division.

MR. LUNDEEN joined Perficient in April 1998 as a director. Since March 1999, Mr. Lundeen has been a partner with Watershed Capital, a venture capital firm in Mountain View, California. From June 1997 to February 1999, Mr. Lundeen was self-employed, managed his personal investments and acted as a consultant and advisor to various businesses including Powershift Group. From June 1995 to June 1997, he served as the chief financial officer and chief operating officer of BSG. Prior to that period, Mr. Lundeen served as president of Blockbuster Technology and as vice president of finance of Blockbuster Video. Mr. Lundeen received a B.S. in Engineering from the University of Michigan in 1984 and an M.B.A. from the University of Chicago in 1988.

DR. KING became a member of the Board of Directors of Perficient in June 1999. He has served as a Director of PSW Technologies, Inc., a publicly-traded consulting services company, since October 1996. From 1992 to August 1998, Dr. King served as President and Chief Executive Officer of PSW. From 1988 to 1992, Dr. King was Senior Vice President of the Software Business group of Lotus, a software publishing company. Prior to joining Lotus, Dr. King was with IBM, a technology company, for 19 years, where his last position was Vice President of Development for the Personal Computing Division. Dr. King currently serves on the boards of directors of Auspex Systems, Inc., Best Software, Inc., Excalibur Technologies Corporation and National Microsystems Corporation. Dr. King earned a Ph.D in electrical engineering from Princeton University, an M.S. in electrical engineering from Stanford University, and a B.S. in electrical engineering from the University of Florida.

MR. ROSENBAUM became a member of the Board of Directors of Perficient in June 1999. Since May 1995, Mr. Rosenbaum has been a self-employed developer of new businesses, investor and consultant. From February 1993 to May 1995, Mr. Rosenbaum was Vice President of International Operations of Unify Corporation, a software development tool supplier. Mr. Rosenbaum also serves on the board of directors of a privately held software company. Mr. Rosenbaum received a B.S. from Rutgers in 1972.

CERTAIN KEY EMPLOYEES

MR. DEMAK joined Perficient in July 1998 as the Vice President of Business Development. From May 1996 until joining Perficient, Mr. Demak was Manager, Worldwide Sales Operations at Cadence Design Systems, Inc., a provider of design and consulting services and technology to electronics companies. From August 1995 to May 1996, Mr. Demak was a manager in KPMG's Strategic Sales Automation practice. Before joining KPMG and since May 1992, Mr. Demak was responsible for sales and marketing for Metropolis Software. Mr. Demak received a B.B.A. in Marketing and Finance from the University of Michigan.

MR. ROEHR became Chief Technology Officer of Perficient in May 1999. Prior to that time, Mr. Roehr had served as a consultant and advisor on technology matters to us since August 1998. Since May 1986, Mr. Roehr has provided consultative business and technology strategy services. From August

1998 to April 1999, Mr. Roehr served as Senior Technical Advisor to Powershift Group, an Austin-based technology venture development firm. From May 1991 to July 1998, Mr. Roehr was Director-- Strategic Technology Services of BSG Alliance IT, Inc., a subsidiary of BSG Corporation. Mr. Roehr received a B.A. from Tufts University in 1987.

BOARD COMPOSITION AND COMMITTEES

We currently have six directors, each serving a term until the next annual meeting of stockholders. Gilford Securities Incorporated may designate one person for election to our board for the next three years. Gilford has not yet designated any persons to the board. In the event Gilford does not elect to designate a board nominee, then Gilford may designate one person to attend meetings of our board as an observer during such three year period.

Dr. King and Mr. Rosenbaum serve as the only members of the compensation committee and the audit committee of the board of directors. The compensation committee makes recommendations to the board concerning salaries and incentive compensation for our officers and employees and administer our 1999 Stock Option/Stock Issuance Plan. The audit committee makes recommendations to the board of directors regarding the selection of independent auditors, reviews the results and scope of audits and other accounting-related services and reviews and evaluates our internal control functions. At each annual meeting of stockholders, six directors will be elected by the holders of the common stock, with the six nominees receiving the greatest number of votes serving as directors.

DIRECTOR COMPENSATION

Dr. King and Mr. Rosenbaum receive an annual retainer of $15,000 to serve on our board of directors. Other directors receive no cash remuneration for serving on the board of directors. All directors are reimbursed for reasonable expenses incurred by them in attending board and committee meetings.

LIMITATION OF LIABILITY AND INDEMNIFICATION MATTERS

Our bylaws provide for mandatory indemnification of directors and officers to the fullest extent permitted by Delaware law. Prior to consummation of this offering, we intend to obtain additional directors' and officers' liability insurance and expect to enter into indemnity agreements with all of our directors and executive officers. In addition, our certificate of incorporation limits the liability of our directors to us or to our stockholders for breaches of the directors' fiduciary duties to the fullest extent permitted by Delaware law. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

EMPLOYMENT ARRANGEMENTS

Mr. McDonald has not been paid a salary to date and has agreed that he will not receive a salary until after July 16, 1999. Mr. McDonald and Mr. Menell have agreed to enter into employment agreements with us. The agreements will each extend for a one-year term, provide for a monthly salary of $10,000 and three months' severance pay if we terminate them without cause. Additionally, Mr. McDonald and Mr. Menell have agreed to refrain from competing with us for a period of two years following the termination of their employment.

We have a letter agreement with Mr. Hinners concerning his employment. Under this agreement, if Mr. Hinners is terminated or his job responsibilities are significantly reduced or if he is required to relocate following a change-in-control of Perficient, his stock options will become fully vested six

months after the change-in-control event. Mr. Hinners will receive six months' severance pay for any termination without cause.

EXECUTIVE COMPENSATION

The following Summary Compensation Table sets forth the compensation earned by our current President, who served as our Chief Executive Officer during 1998, for services rendered in all capacities during 1998. No individual employed by us received salary and bonus in excess of $100,000 during 1998.

SUMMARY COMPENSATION TABLE

		ANNUAL COMPENSATION		
NAME AND PRINCIPAL POSITIONS	YEAR	SALARY	BONUS	OTHER ANNUAL COMPENSATION
Bryan R. Menell ..... Chief Executive Officer and Director	1998	$ 80,000	--	--

401(k) PROFIT SHARING PLAN

We have adopted a 401(k) Profit Sharing Plan. Our 401(k) plan is available to all employees who have attained age 21. An employee may contribute, on a pre-tax basis, up to 20% of his or her wages, subject to limitations specified under the Internal Revenue Code. Under the terms of our 401(k) plan, we may make a discretionary matching contribution equal to a percentage of the employee's contribution to our 401(k) plan and a discretionary amount determined annually by us and divided among eligible participants based upon an employee's annual compensation in relation to the aggregate annual compensation of all eligible participants. Contributions are allocated to each employee's individual account and are, at the employee's election, invested in one, all or some combination of the investment funds available under our 401(k) plan. Employee contributions are fully vested and non-forfeitable. Any matching or discretionary contributions vest 25% for each year of service. To date, we have not made any matching contributions under our 401(k) plan.

1999 STOCK OPTION/STOCK ISSUANCE PLAN

Our 1999 Stock Option/Stock Issuance Plan was adopted by the board of directors and approved by our stockholders on May 3, 1999. The plan became effective upon its adoption by the board.

We have reserved 279,666 shares of our common stock for issuance under our 1999 stock option plan. However, in no event may any one participant in our 1999 stock option plan receive option grants or direct stock issuances for more than 75,000 shares in the aggregate per calendar year.

Our 1999 stock option plan has three separate programs: (i) the discretionary option grant program under which eligible individuals in our employ or service, including officers, non-employee board members and consultants, may be granted options to purchase shares of our common stock, (ii) the stock issuance program under which such individuals may be issued shares of common stock directly, through the purchase of such shares or as a bonus tied to the performance of services and (iii) the automatic option grant program under which option grants will automatically be made at periodic intervals to eligible non-employee board members.

The discretionary option grant and stock issuance programs will be administered by the compensation committee of our board of directors. This committee will determine which eligible individuals are to receive option grants or stock issuances, the time or times when such option grants or stock issuances are to be made, the number of shares subject to each such grant or issuance, the exercise or purchase price for each such grant or issuance, the status of any granted option as either an incentive stock option or a non-statutory stock option under the federal tax laws, the vesting schedule

to be in effect for the option grant or stock issuance and the maximum term for which any granted option is to remain outstanding. Neither the compensation committee nor the board will exercise any administrative discretion with respect to option grants made under the automatic option grant program for the non-employee board members.

The exercise price for the options may be paid in cash or in shares of our common stock valued at fair market value on the exercise date. The option may also be exercised through a same-day sale program without any cash outlay by the optionee. In addition, the compensation committee may allow a participant to pay the option exercise price or direct issue price, and any associated withholding taxes incurred in connection with the acquisition of shares, with a full-recourse, interest-bearing promissory note.

In the event that we are acquired, whether by merger or asset sale or board-approved sale by the stockholders of more than 50% of our voting stock, each outstanding option under the discretionary option grant program which is not to be assumed by the successor corporation or otherwise continued will automatically accelerate in full, and all unvested shares under the discretionary option grant and stock issuance programs will immediately vest, except to the extent our repurchase rights with respect to those shares are to be assigned to the successor corporation or otherwise continued in effect. The compensation committee may grant options under the discretionary option grant program which will accelerate in the acquisition even if the options are assumed or which will accelerate if the optionee's service is subsequently terminated. The compensation committee may grant options and issue shares which accelerate in connection with a hostile change in control effected through a successful tender offer for more than 50% of our outstanding voting stock or by proxy contest for the election of board members or the options and shares may accelerate upon a subsequent termination of the individual's service.

Stock appreciation rights may be issued under the discretionary option grant program which will provide the holders with the election to surrender their outstanding options for an appreciation distribution from us equal to the fair market value of the vested shares subject to the surrendered option less the aggregate exercise price payable for such shares. Such appreciation distribution may be made in cash or in shares of our common stock.

The compensation committee has the authority to cancel outstanding options under the discretionary option grant in return for the grant of new options for the same or different number of option shares with an exercise price per share based upon the fair market value of the common stock on the new grant date.

Under the automatic option grant program, each individual who first joins our board of directors after the effective date of this offering as a non-employee board member will automatically be granted an option for 20,000 shares of our common stock at the time of his or her commencement of board service. In addition, on the date of each annual stockholders meeting, beginning with the 2000 meeting, each individual who is to continue to serve as a non-employee board member and was not a member of our board prior to this offering will receive an option grant to purchase 5,000 shares of our common stock, provided he or she has served on the board at least six months. Each of these options will be fully-vested upon grant.

Limited stock appreciation rights will automatically be included as part of each grant made under the automatic option grant program and may be granted to one or more officers as part of their option grants under the discretionary option grant program. Options with such a limited stock appreciation right may be surrendered to us upon the successful completion of a hostile tender offer for more than 50% of our outstanding voting stock. In return for the surrendered option, the optionee will be entitled to a cash distribution from us in an amount per surrendered option share equal to the highest price per share of common stock paid in connection with the tender offer less the exercise price payable for such share.

The board may amend or modify our 1999 stock option plan at any time, subject to any required stockholder approval. The 1999 stock option plan will terminate no later than May 2, 2009.

OTHER STOCK OPTION GRANTS

Prior to the adoption of our 1999 stock option plan, we granted options to purchase shares of our common stock to employees and a recruiting consultant. None of these options have been exercised, and options are currently outstanding to purchase 414,334 shares of our common stock at exercise prices ranging from $0.05 to $4.00 per share.

Mr. Hinners, our Chief Financial Officer, was granted an option to purchase 60,000 shares of our common stock on January 1, 1999 at an exercise price of $0.50 per share in connection with consulting services performed for us during 1998. This option may be exercised in installments: for 20,000 shares on January 1, 2000 and for an additional 5,000 shares at the end of each three-month period following January 1, 2000.

CERTAIN TRANSACTIONS

SALES OF SECURITIES

Within the last two years, we have made the following sales of our common stock in transactions that were not registered under the Securities Act of 1933:

- On September 17, 1997, we sold 1,000,000 shares to Mr. Menell, our founder, President and a director, for $50,000.

- On April 15, 1998, we sold 221,000 shares to Powershift Ventures, LLC for an aggregate purchase price of $22,100 and 119,000 shares to Mr. Lundeen, a director, for an aggregate purchase price of $11,900. Mr. Papermaster, our Chairman of the Board, is the president of Powershift Ventures, LLC and a general partner of Powershift Ventures, L.P. Mr. Papermaster became a director and Powershift Ventures, LLC became a 5% stockholder in connection with this April 1998 stock purchase. Mr. Lundeen became a director and a 5% stockholder in connection with his April 1998 stock purchase.

- On June 10, 1998, we sold 214,500 shares to Powershift Ventures, LLC for an aggregate purchase price of $21,450 and 115,500 shares to Mr. Lundeen for an aggregate purchase price of $11,550.

- On July 15, 1998, we sold 214,500 shares to Powershift Ventures, LLC for an aggregate purchase price of $21,450 and 115,500 shares to Mr. Lundeen for an aggregate purchase price of $11,500.

- On January 12, 1999, we sold 350,000 shares to Beekman Ventures, Inc. for an aggregate purchase price of $175,000, 50,000 shares to Mr. Hinners, now our Chief Financial Officer, for an aggregate purchase price of $25,000 and 40,000 shares to Mr. Lundeen for an aggregate purchase price of $20,000. Beekman Ventures became a 5% stockholder at the time of this stock purchase. Mr. McDonald, our Chief Executive Officer and a director, is the president and sole stockholder of Beekman Ventures. However, Mr. McDonald did not become an officer and director until April 1999. Mr. Hinners did not become our Chief Financial Officer until April 1999.

STOCKHOLDERS AGREEMENT

Mr. Lundeen, Mr. Menell, Powershift Ventures, L.P. and Perficient are parties to a stockholders agreement. Under this agreement, Mr. Menell, Mr. Lundeen and Mr. Papermaster were elected and currently serve as directors. In addition, certain significant corporate actions may only be taken if unanimously approved by the board of directors. Under this agreement, Powershift Ventures, L.P. and Mr. Lundeen have information rights and rights of first refusal on sales of our common stock. This agreement will terminate immediately prior to the closing of this offering.

POWERSHIFT SUBLEASE

Since April 1998, we have subleased office space on a month-to-month basis from Powershift Ventures, LLC, of which Mr. Papermaster is president and a beneficial owner. From the inception of the lease through March 1999, we paid an aggregate of $19,786 in rent. Since April 1999, we have paid rent of $2,200 a month, which we believe is consistent with prevailing market rates. The current monthly rental amounts were arrived at by arms' length negotiations.

VIGNETTE RELATIONSHIP

Mr. Papermaster, the Chairman of our Board, has served on the board of directors of Vignette Corporation, our largest partner, since September 1998. In 1998, we received approximately $751,000,

or 91%, of our revenues from Vignette. In the three months ended March 31, 1999, we received $312,323, or 100%, of our revenues from Vignette.

BEEKMAN VENTURES LOAN

In June 1999, Beekman Ventures loaned us $100,000 to cover certain working capital requirements. We expect to repay this loan, with a market rate of interest, prior to this offering.

FUTURE TRANSACTIONS

All future transactions, including loans, if any, between the Company and its officers, directors, principal stockholders and their affiliates, are required by the board to be approved by a majority of the board, including a majority of the independent and disinterested outside directors on the board, and will be on terms no less favorable to us than could be obtained from unaffiliated third parties.

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information regarding the beneficial ownership of our common stock as of May 31, 1999 by:

- each person or entity who is known by us to own beneficially more than five percent of the common stock;
- each of our directors;
- Mr. Menell, our President; and
- all executive officers and directors as a group.

NAME AND ADDRESS OF BENEFICIAL OWNER(1)	SHARES BENEFICIALLY OWNED	PERCENT PRIOR TO OFFERING(2)	PERCENT AFTER OFFERING(2)
Powershift Ventures, L.P.	633,750	25.4%	18.1%
Beekman Ventures, Inc. 850 Third Avenue New York, NY 10022	612,892	24.5	17.5
Bryan R. Menell	500,000	20.0	14.3
John T. McDonald(3) 525 East 72nd Street New York, NY 10021	612,892	24.5	17.5
Steven G. Papermaster(4)	828,750	33.2	23.7
David S. Lundeen	389,250	15.6	11.1
Directors and executive officers as a group (6 persons)	2,380,892	95.2	68.0

(1) Unless otherwise indicated, the address of each person or entity is 7600-B N. Capital of Texas Highway, Austin, Texas 78731.

(2) Assumes no exercise of the underwriters' over-allotment option. Beneficial ownership is determined in accordance with the rules and regulations of the Securities and Exchange Commission. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, shares of common stock subject to options held by that person that are currently exercisable or exercisable within 60 days of May 10, 1999 are deemed outstanding. Such shares, however, are not deemed outstanding for the purposes of computing the percentage ownership of any other person. Except as indicated in the footnotes to this table and pursuant to applicable community property laws, each stockholder named in the table has sole voting and investment power with respect to the shares set forth opposite such stockholder's name.

(3) Includes 612,892 shares owned by Beekman Ventures, Inc., of which Mr. McDonald is president and sole stockholder. Mr. McDonald is deemed to be the beneficial owner of such shares.

(4) Includes 633,750 shares owned by Powershift Ventures, L.P., of which Mr. Papermaster is the sole general partner. Mr. Papermaster is deemed to be the beneficial owner of such shares.

DESCRIPTION OF SECURITIES

We are authorized to issue 20,000,000 shares of common stock, par value $0.001 per share, and 5,000,000 shares of preferred stock, par value $0.001 per share. As of the date of this prospectus, we have outstanding 2,500,000 shares of common stock owned by approximately 17 holders of record.

COMMON STOCK

The holders of our common stock are entitled to one vote for each share held of record in the election of directors and in all other matters to be voted on by the stockholders. There is no cumulative voting with respect to the election of directors. As a result, the holders of more than 50 percent of the shares voting for the election of directors can elect all of the directors. Holders of common stock are entitled:

- to receive any dividends as may be declared by the board of directors out of funds legally available for such purpose; and

- in the event of our liquidation, dissolution, or winding up, to share ratably in all assets remaining after payment of liabilities and after provision has been made for each class of stock, if any, having preference over the common stock.

All of the outstanding shares of common stock are, and the shares of common stock offered through this prospectus will be, upon issuance and sale, validly issued, fully paid and nonassessable. Holders of our common stock have no preemptive right to subscribe for or purchase additional shares of any class of our capital stock.

PREFERRED STOCK

The board of directors has the authority, within the limitations stated in our certificate of incorporation, to provide by resolution for the issuance of shares of preferred stock, in one or more classes or series, and to fix the rights, preferences, privileges and restrictions thereof, including dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences and the number of shares constituting any series or the designation of such series. The issuance of preferred stock could have the effect of decreasing the market price of our common stock and could adversely affect the voting and other rights of the holders of our common stock.

TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for the common stock is Continental Stock Transfer and Trust Company, 2 Broadway, New York, New York 10004.

REPORTS TO STOCKHOLDERS

We have agreed, subject to the sale of the shares of common stock in this offering, that on or before the date of this prospectus we will register our common stock under the provisions of Section 12(g) of the Securities Exchange Act of 1934 and we will use our best efforts to maintain registration. Such registration will require us to comply with periodic reporting, proxy solicitation and certain other requirements of the Securities Exchange Act of 1934.

SHARES ELIGIBLE FOR FUTURE SALE

Upon the consummation of this offering and assuming no exercise of outstanding options and warrants, we will have 3,500,000 shares of common stock outstanding, of which only the 1,000,000 shares offered hereby will be freely tradable without restriction or further registration under the

Securities Act, except for any shares purchased by an "affiliate," which will be subject to the resale limitations of Rule 144 promulgated under the Securities Act.

All of the remaining 2,500,000 shares of common stock currently outstanding are "restricted securities" or owned by "affiliates," as those terms are defined in Rule 144, and may not be sold publicly unless they are registered under the Securities Act or are sold pursuant to Rule 144 or another exemption from registration. The 2,500,000 restricted shares will be eligible for sale, without registration, under Rule 144, 90 days following the date of this prospectus. Sales of a substantial number of shares of common stock after this offering could adversely affect the market price of our common stock and could impair our ability to raise capital through the sale of additional equity securities.

LOCK-UP AGREEMENT

Holders of all of the 2,500,000 outstanding shares of common stock have agreed for a period of 12 months following the date of this prospectus that, without the representative's prior written consent, they shall not sell or otherwise dispose of any shares of common stock in any public market transaction including pursuant to Rule 144.

RULE 144

Generally, under Rule 144 as currently in effect, subject to the satisfaction of certain other conditions, a person, including an affiliate of ours or persons whose shares are aggregated with an affiliate, who has owned restricted shares of common stock beneficially for at least one year, is entitled to sell, within any three-month period, a number of shares that does not exceed the greater of:

- 1% of our then outstanding shares of common stock; or
- the average weekly trading volume of shares of our common stock during the four calendar weeks preceding such sale.

RULE 144(K)

A person who is not an affiliate, has not been an affiliate within three months prior to sale, and has beneficially owned the restricted shares for at least two years, is entitled to sell such shares under Rule 144(k) without regard to any of the limitations described above.

NO PRIOR MARKET

Prior to this offering, there has been no market for our common stock and no prediction can be made as to the effect, if any, that market sales of shares of common stock or the availability of such shares for sale will have on the market prices of our common stock prevailing from time to time. Nevertheless, the possibility that substantial amounts of common stock may be sold in the public market may adversely affect prevailing market prices for our common stock and could impair our ability to raise capital through the sale of our equity securities.

CHARTER AND BYLAWS PROVISIONS AND DELAWARE ANTI-TAKEOVER STATUTE

We are subject to Section 203 of the Delaware General Corporation Law regulating corporate takeovers. This section prevents Delaware corporations from engaging under certain circumstances, in a "business combination," which includes a merger or sale of more than 10% of the corporation's assets, with any "interested stockholder," or a stockholder who owns 15% or more of the corporation's

outstanding voting stock, as well as affiliates and associates of any such persons, for three years following the date such stockholder became an "interested stockholder," unless:

- the transaction in which such stockholder became an "interested stockholder" is approved by the board of directors prior to the date the "interested stockholder" attained such status;

- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding those shares owned by persons who are directors and also officers; or

- on or after the date the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders by the affirmative vote of at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

Our certificate of incorporation eliminates the right of stockholders to act by written consent without a meeting, and our bylaws eliminate the right of stockholders to call special meetings of stockholders. Our certificate of incorporation and bylaws do not provide for cumulative voting in the election of directors. The authorization of undesignated preferred stock makes it possible for the board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to effect a change in our control. These and other provisions may have the effect of deferring hostile takeovers or delaying changes in our control or management.

UNDERWRITING

We and the underwriters named below have entered into an underwriting agreement with respect to the shares being offered. Subject to certain conditions, each underwriter has severally agreed to purchase the number of shares of common stock indicated in the following table. Gilford Securities Incorporated is the representative of the underwriters.

UNDERWRITERS	NUMBER OF SHARES
Gilford Securities Incorporated.....	
Total.....	1,000,000

The underwriters are committed to purchase all of the shares of common stock offered by us if any shares are purchased.

The underwriters will offer the common stock to the public at the price specified on the cover page of this prospectus. The underwriters may allow to some dealers a concession of not more than $ per share of common stock. The underwriters also may allow, and any other dealers may re-allow, a concession of not more than $ per share of common stock to some other dealers.

If the underwriters sell more shares than the total number set forth in the table above, the underwriters have an option to buy up to an additional 150,000 shares from us to cover such sales at the initial public offering price less the underwriting discounts and non-accountable expense allowance. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth above.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act. We have also agreed to pay to the representative a non-accountable expense allowance equal to three percent of the gross proceeds derived from the sale of the shares of common stock underwritten, $25,000 of which has been paid to date.

We have applied to list the common stock on the Nasdaq SmallCap Market under the symbol PRFT and on the Boston Stock Exchange under the symbol PRF.

In connection with this offering, the underwriters may purchase and sell shares of common stock in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in this offering. Stabilizing transactions consist of certain bids or purchases made for the purpose of preventing or retarding a decline in the market price of the common stock while this offering is in progress.

The underwriters also may impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

These activities by the underwriters may stabilize, maintain or otherwise affect the market price of the common stock. As a result, the price of the common stock may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the underwriters at any time. These transactions may be effected on the Nasdaq SmallCap Market, in the over-the-counter market or otherwise.

The underwriters do not expect sales to discretionary accounts to exceed five percent of the total number of shares offered.

We, along with our directors, officers and stockholders have agreed with the underwriters not to dispose of or hedge any common stock or securities convertible into or exchangeable or exercisable for shares of common stock during the period from the date of this prospectus continuing through the date 12 months after the date of this prospectus, without the prior written consent of the representative. Our officers and directors and the holders of all of our shares of common stock have agreed that, for 12 months following the effective date of the registration statement, any sales of our securities shall be made through the representative in accordance with its customary brokerage practices either on a principal or agency basis. An appropriate legend shall be marked on the face of the certificates representing all such securities.

We have agreed to issue and sell to the representative and/or its designees, for nominal consideration, five-year warrants to purchase 100,000 shares of common stock. The representative's warrants are exercisable for a period of four years commencing one year after the date of this prospectus, at a price equal to 120% of the initial public offering price of the common stock. The representative's warrants are restricted from sale, transfer, assignment or hypothecation for a period of 12 months from the date of this prospectus, except to officers of the representative. The representative's warrants contain anti-dilution provisions providing for adjustments of the number of shares of common stock issuable on exercise and the exercise price upon the occurrence of some events, including stock dividends, stock splits, mergers, acquisitions and recapitalization. The representative's warrants grant to the holders of the warrants and to the holders of the underlying securities the right to register the securities underlying the representative's warrants.

We have an agreement with the underwriters that we will not grant options to purchase our common stock at an exercise price below the fair market value on the date of grant.

We have agreed that for three years from the effective date of the registration statement, the representative may designate one person for election to our board of directors. In the event that the representative elects not to designate one person for election to the board of directors, then it may designate one person to attend all meetings of the board of directors for a period of five years. We have also agreed to reimburse the representative's designee for all out-of-pocket expenses incurred in connection with the designees' attendance at meetings of the board of directors.

Prior to this offering, there has been no public market for our common stock. The initial public offering price of the common stock will be determined by negotiation between us and the representatives. Among the factors to be considered in determining such prices and terms will be the prevailing market conditions, including the history of and the prospects for the industry in which we compete, an assessment of our management, our prospects and our capital structure. The offering price does not necessarily bear any relationship to our assets, results of operations or net worth.

LEGAL MATTERS

The validity of the common stock offered hereby will be passed upon for Perficient by Brobeck, Phleger & Harrison LLP, Austin, Texas. Certain legal matters in connection with this offering will be passed upon for the Underwriters by Gibbons, Del Deo, Dolan, Griffinger & Vecchione, New York, New York.

EXPERTS

Ernst & Young LLP, independent auditors, have audited our financial statements at December 31, 1997 and 1998, and for the period from September 17, 1997 (Inception) through December 31, 1997 and for the year ended December 31, 1998, as set forth in their report. We've included our financial statements in the prospectus and elsewhere in the registration statement in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the Securities and Exchange Commission, Washington, D.C. 20549, a Registration Statement on Form SB-2 under the Securities Act with respect to the common stock offered by this prospectus. This prospectus does not contain all of the information set forth in the registration statement and the exhibits and schedules to the registration statement. For further information with respect to us and the common stock offered by this prospectus, reference is made to the registration statement and the exhibits and schedules filed as a part of the registration statement. Statements contained in this prospectus concerning the contents of any contract or any other document are not necessarily complete; reference is made in each instance to the copy of such contract or any other document filed as an exhibit to the registration statement. Each such statement is qualified in all respects by such reference to such exhibit. After the registration statement is declared effective, we will be required to file reports, proxy statements and other information with the SEC. The registration statement, including exhibits and schedules, and any other materials we file with the SEC may be inspected without charge at the SEC's principal office in Washington, D.C., and copies of all or any part thereof may be obtained from the Public Reference Room of the SEC, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the SEC's regional offices located at Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661 and at 7 World Trade Center, 13(th) Floor, New York, New York 10048 after payment of fees prescribed by the SEC. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site that provides online access to reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The SEC's World Wide Web address is HTTP://WWW.SEC.GOV.

INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT AUDITORS

The Board of Directors
Perficient, Inc.

We have audited the accompanying balance sheets of Perficient, Inc. (the "Company"), as of December 31, 1997 and 1998, and the related statements of operations, stockholders' equity and cash flows for the period from September 17, 1997 (Inception) through December 31, 1997 and for the year ended December 31, 1998. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Perficient, Inc. at December 31, 1997 and 1998, and the results of its operations and its cash flows for the period from September 17, 1997 (Inception) through December 31, 1997 and for the year ended December 31, 1998, in conformity with generally accepted accounting principles.

Ernst & Young LLP

Austin, Texas
May 3, 1999

PERFICIENT, INC.

BALANCE SHEETS

	DECEMBER 31,		
	1997	1998	MARCH 31, 1999
			(UNAUDITED)
ASSETS			
Current assets:			
Cash	$ 20,524	$ 22,996	$ 96,754
Accounts receivable	--	164,961	242,996
Shareholder receivable	--	--	250,000
Other assets	911	--	300
Total current assets	21,435	187,957	590,050
Computer equipment:			
Hardware	7,460	46,442	46,442
Software	2,357	6,471	6,471
	9,817	52,913	52,913
Accumulated depreciation	(333)	(10,863)	(15,378)
Net property and equipment	9,484	42,050	37,535
Deferred income taxes	7,012	--	--
Total assets	$ 37,931	$ 230,007	$ 627,585
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Accounts payable	$ --	$ 18,640	$ 12,987
Income tax payable	--	19,219	7,081
Short-term borrowings	--	--	173,487
Accrued liabilities	--	12,639	24,853
Total current liabilities	--	50,498	218,408
Deferred income tax	--	1,350	1,350
Total liabilities	--	51,848	219,758
Commitments and contingencies			
Stockholders' equity:			
Common Stock, $0.001 par value; 20,000,000 shares authorized; 2,000,000 and 1,000,000 shares issued and outstanding at December 31, 1998 and 1997, respectively	1,000	2,000	2,500
Additional paid-in capital	49,000	148,000	397,500
Retained earnings (deficit)	(12,069)	28,159	7,827
Total stockholders' equity	37,931	178,159	407,827
Total liabilities and stockholders' equity	$ 37,931	$ 230,007	$ 627,585

SEE ACCOMPANYING NOTES.

PERFICIENT, INC.

STATEMENTS OF OPERATIONS

	PERIOD FROM SEPTEMBER 17, 1997 (INCEPTION) THROUGH DECEMBER 31, 1997	YEAR ENDED DECEMBER 31, 1998	THREE MONTHS ENDED MARCH 31,	
			1998	1999
			(UNAUDITED)	(UNAUDITED)
Consulting revenues	$ --	$ 825,800	$ 38,971	$ 312,323
Cost of consulting revenues	--	400,977	32,433	199,130
Gross margin	--	424,823	6,538	113,193
Selling, general and administrative	19,081	357,014	31,561	133,722
Other expense	--	--	--	4,138
Income (loss) before income tax	(19,081)	67,809	(25,023)	(24,667)
Income tax benefit (expense)	7,012	(27,581)	9,258	4,335
Net income (loss)	$ (12,069)	$ 40,228	$ (15,765)	$ (20,332)
Net income (loss) per share--basic and diluted	$ (0.01)	$ 0.02	$ (0.02)	$ (0.01)

SEE ACCOMPANYING NOTES.

PERFICIENT, INC.

STATEMENTS OF STOCKHOLDERS' EQUITY

	COMMON STOCK		ADDITIONAL PAID-IN CAPITAL	RETAINED EARNINGS (DEFICIT)	TOTAL STOCKHOLDERS' EQUITY
	SHARES	AMOUNT			
Issuance of common stock at inception	1,000,000	$ 1,000	$ 49,000	$ --	$ 50,000
Net loss	--	--	--	(12,069)	(12,069)
Balance at December 31, 1997	1,000,000	1,000	49,000	(12,069)	37,931
Issuance of common stock	1,000,000	1,000	99,000	--	100,000
Net income	--	--	--	40,228	40,228
Balance at December 31, 1998	2,000,000	2,000	148,000	28,159	178,159
Issuance of common stock (unaudited)	500,000	500	249,500	--	250,000
Net loss (unaudited)	--	--	--	(20,332)	(20,332)
Balance at March 31, 1999 (unaudited)	2,500,000	$ 2,500	$ 397,500	$ 7,827	$ 407,827

SEE ACCOMPANYING NOTES.

PERFICIENT, INC.

STATEMENTS OF CASH FLOWS

	PERIOD FROM SEPTEMBER 17, 1997 (INCEPTION) THROUGH DECEMBER 31, 1997	YEAR ENDED DECEMBER 31, 1998	THREE MONTHS ENDED MARCH 31,	
			1998	1999
			(UNAUDITED)	(UNAUDITED)
OPERATING ACTIVITIES				
Net income (loss)	$ (12,069)	$ 40,228	$ (15,765)	$ (20,332)
Adjustments to reconcile net income (loss) to net cash used in operating activities:				
Depreciation	333	10,530	1,113	4,515
Gain from disposal of fixed assets	--	(822)	--	--
Deferred income taxes	(7,012)	8,362	(9,258)	--
Changes in operating assets and liabilities:				
Accounts receivable	--	(164,961)	(15,405)	(78,035)
Other assets	(911)	911	911	(300)
Accounts payable	--	18,640	--	(5,653)
Income tax payable	--	19,219	--	(12,138)
Accrued liabilities	--	12,639	9,914	12,214
Net cash used in operating activities	(19,659)	(55,254)	(28,490)	(99,729)
INVESTING ACTIVITIES				
Purchase of property and equipment	(9,817)	(47,870)	(7,901)	--
Proceeds from disposal of fixed assets	--	5,596	--	--
Net cash used in investing activities	(9,817)	(42,274)	(7,901)	--
FINANCING ACTIVITIES				
Proceeds from line of credit	--	35,000	25,446	--
Payments on line of credit	--	(35,000)	--	--
Proceeds from shareholder payable	--	--	15,000	--
Proceeds from short-term borrowings	--	--	--	376,192
Payments on short-term borrowings	--	--	--	(202,705)
Proceeds from stock issuances	50,000	100,000	--	--
Net cash provided by financing activities	50,000	100,000	40,446	173,487
Increase in cash	20,524	2,472	4,055	73,758
Cash at beginning of year	--	20,524	20,524	22,996
Cash at end of year	$ 20,524	$ 22,996	$ 24,579	$ 96,754
Supplemental noncash financing activities:				
January 12, 1999 issuance of 500,000 shares of common stock in exchange for shareholder receivable	$ --	$ --	$ --	$ 250,000

SEE ACCOMPANYING NOTES.

1. BUSINESS OVERVIEW

Perficient, Inc. (the "Company") works with Internet software companies by providing them a professional services organization to implement and integrate the software products. The Company effectively operates as an internal services organization. The Company was incorporated on September 17, 1997 in Texas. The Company began operations in 1997 and is structured as a "C" corporation. Subsequent to December 31, 1998 the Company reincorporated in Delaware (see Note 10).

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

UNAUDITED INTERIM INFORMATION

The accompanying financial information as of March 31, 1999 and for the three month period then ended has been prepared by the Company without an audit, pursuant to the rules and regulations of the Securities and Exchange Commission. The financial statements reflect all adjustments, consisting of normal recurring accruals which are, in the opinion of management, necessary to fairly present such information in accordance with generally accepted accounting principles.

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

REVENUE RECOGNITION

Consulting revenues are comprised of revenues from consulting fees recognized on a time and material basis as performed.

ADVERTISING EXPENSE

The cost of advertising is expensed as incurred. Advertising cost for the period from September 17, 1997 to December 31, 1997 and for the year ended December 31, 1998 was immaterial to the financial statements.

COMPREHENSIVE INCOME

In June 1997, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standard ("SFAS") 130, REPORTING COMPREHENSIVE INCOME. The Company adopted SFAS 130 during the year ended December 31, 1998. There was no impact to the Company as a result of the adoption of SFAS 130, as there was no difference between net income and comprehensive income.

PROPERTY AND EQUIPMENT

Property and equipment are stated at cost. Depreciation on property and equipment is computed using the straight-line method over the estimated useful lives, which is three years.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)
SEGMENTS

Effective January 1, 1998, the Company adopted the FASB's SFAS No. 131, DISCLOSURES ABOUT SEGMENTS OF AN ENTERPRISE AND RELATED INFORMATION. The adoption of SFAS 131 did not have a significant effect on the disclosure of segment information as the Company continues to consider its business activities as a single segment.

The Company has elected to follow Accounting Principles Board ("APB") 25, ACCOUNTING FOR STOCK ISSUED TO EMPLOYEES, and related interpretations in accounting for its employees stock options. Under APB 25, because the exercise price of the Company's employee stock options equals the estimated market price of the underlying stock on the date of grant, no compensation expense is recognized.

3. NET INCOME (LOSS) PER SHARE

The Company follows the provisions of SFAS No. 128, EARNINGS PER SHARE. Basic net income (loss) per share is computed by dividing net income (loss) available to common stockholders by the weighted-average number of common shares outstanding during the period. Net income per share, assuming dilution, includes the effect of dilutive potential common stock issuable upon exercise of stock options using the treasury stock method.

Diluted net loss per share has not been presented for the period from September 17, 1997 to December 31, 1997, as the effect of the assumed exercise of stock options is antidilutive due to the Company's net loss.

3. NET INCOME (LOSS) PER SHARE (CONTINUED)

Computations of the net income (loss) per share for the period from September 17, 1997 (Inception) through December 31, 1997 and for the year ended December 31, 1998 are as follows:

	PERIOD FROM SEPTEMBER 17, 1997 (INCEPTION) THROUGH DECEMBER 31, 1997	YEAR ENDED DECEMBER 31, 1998	THREE MONTHS ENDED MARCH 31,	
			1998	1999
			(UNAUDITED)	(UNAUDITED)
Numerator:				
Income (loss) from continuing operations-- numerator for basic earnings per share	$ (12,069)	$ 40,228	$ (15,765)	$ (20,332)
Denominator:				
Denominator for basic earnings per share-- weighted-average shares	1,000,000	1,750,000	1,000,000	2,500,000
Effect of dilutive securities:				
Stock options	--	124,000	43,334	386,334
Denominator for diluted earnings per share-- adjusted weighted-average shares and assumed conversions	1,000,000	1,874,000	1,043,334	2,886,334
Basic and diluted earnings per share	$ (0.01)	$ 0.02	$ (0.02)	$ (0.01)

4. CONCENTRATION OF CREDIT RISK AND SIGNIFICANT CUSTOMERS

Cash and accounts receivable potentially expose the Company to concentrations of credit risk, as defined by SFAS 105, DISCLOSURE OF INFORMATION ABOUT FINANCIAL INSTRUMENTS WITH OFF-BALANCE-SHEET RISK AND FINANCIAL INSTRUMENTS WITH CONCENTRATIONS OF CREDIT RISK. Excess cash is placed with highly rated financial institutions. The Company provides credit, in the normal course of business, to its customers. The Company performs ongoing credit evaluations of its customers and maintains allowances for potential credit losses. The Company generally requires certain up-front payments from customers, and customers can be denied access to services in the event of non-payment. One customer accounted for approximately 100% of accounts receivable and 91% of revenues at December 31, 1998 and for the year then ended, respectively.

5. EMPLOYEE BENEFIT PLAN

During 1998, the Company created a qualified 401(k) profit sharing plan available to full-time employees who meet the plan's eligibility requirements. This defined contribution plan permits employees to make contributions up to maximum limits allowed by Internal Revenue Code. The Company, at its discretion, matches a portion of the employee's contribution under a predetermined

5. EMPLOYEE BENEFIT PLAN (CONTINUED)
formula based on the level of contribution and years of vesting services. No contributions were made to the plan during 1998. The Company's related costs for the plan during 1998 was $1,750.

6. STOCK OPTIONS

Pro forma information regarding net income is required by SFAS 123, ACCOUNTING FOR STOCK BASED COMPENSATION, which also requires that the information be determined as if the Company had accounted for its employee stock options granted under the fair value method prescribed by SFAS 123. The fair value for these options was estimated at the date of grant using the Black-Scholes pricing model with the following weighted-average assumptions:

Risk-free interest rate	6.00%
Dividend yield	0.00%
Weighted-average expected life of options	5 years
Expected volatility	.65

The Company has granted stock options to various employees under the terms of the respective employee agreements. The stock options generally vest over three years. The term of each option is ten years from the date of grant.

For purposes of pro forma disclosures, the estimated fair value of the options is amortized to expense over the options' vesting period. The Company's pro forma compensation expense and net income (loss) is as follows:

	PERIOD FROM SEPTEMBER 17, 1997 TO DECEMBER 31, 1997	YEAR ENDED DECEMBER 31, 1998
Pro forma compensation expense	$ 123	$ 7,266
Pro forma net income (loss)	$ (12,192)	$ 32,962
Pro forma earnings per share--basic and diluted	$ (0.01)	$ 0.02

6. STOCK OPTIONS (CONTINUED)

A summary of changes in common stock options during 1997 and 1998 is as follows:

	SHARES	RANGE OF EXERCISE PRICES	WEIGHTED-AVERAGE EXERCISE PRICE
Inception of Company, September 17, 1997	--	$ --	$ --
Options granted	80,000	0.05 - 0.60	0.53
Options exercised	--	--	--
Options canceled	--	--	--
Options outstanding December 31, 1997	80,000	$ 0.05 - 0.60	$ 0.53
Options vested, December 31, 1997	556	$ 0.05 - 0.60	$ 0.53
Options granted	249,000	0.05 - 0.50	0.40
Options exercised	--	--	--
Options canceled	(56,666)	0.60	0.60
Options outstanding, December 31, 1998	272,334	$ 0.05 - 0.60	$ 0.40
Options vested, December 31, 1998	50,222	$ 0.05 - 0.60	$ 0.38

Subsequent to year end the company reserved approximately 272,334 of common stock for future issuances in connection with the exercise of stock options.

At December 31, 1997 and 1998, the weighted-average remaining contractual life of outstanding options was 9.91 years and 9.54 years, respectively. The weighted-average grant-date fair value of options granted during 1997 and 1998 was approximately $0.05 and $0.40 per share, respectively.

7. LINE OF CREDIT

The Company has a revolving line of credit with Comerica Bank that provides maximum borrowings of $50,000 with interest payable at prime plus 1.0% (8.75% at December 31, 1998). The line is renewable on an annual basis and is guaranteed by the primary stockholder. The Company did not have borrowings against the line as of December 31, 1998.

8. INCOME TAXES

Significant components of the provision for income taxes attributable to continuing operations are as follows:

	1997	1998
Current:		
Federal	$ --	$ 17,661
State	--	1,558
Total current	--	19,219
Deferred:		
Federal	(6,443)	7,684
State	(569)	678
Total deferred	(7,012)	8,362
	$ (7,012)	$ 27,581

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred taxes as of December 31, 1997 and 1998 are as follows:

	1997	1998
Deferred tax liabilities:		
Depreciable assets	$ (179)	$ (6,292)
Total deferred tax liabilities	(179)	(6,292)
Deferred tax assets:		
Tax carryforwards	7,191	--
Accrued liabilities and other	--	4,942
Total deferred tax assets	7,191	4,942
Valuation allowance for deferred tax assets	--	--
Net deferred tax assets	7,191	4,942
Net deferred taxes	$ 7,012	$ (1,350)

8. INCOME TAXES (CONTINUED)

The Company's provision for income taxes differs from the expected tax expense (benefit) amount computed by applying the statutory federal income tax rate of 34% to income before income taxes as a result of the following:

	1997	1998
Tax at statutory rate of 34%	$ (6,489)	$ 23,057
State taxes, net of federal benefit	(569)	1,653
Permanent items	46	2,288
Other	--	583
	$ (7,012)	$ 27,581

9. COMMITMENTS AND CONTINGENCIES

The Company leases equipment under an operating lease that expires in 2000. Future lease commitments are as follows:

1999	$ 19,414
2000	19,355
2001	2,717
Total	$ 41,486

In addition, the Company has entered into a sublease with a related party for office rent. The agreement is month-to-month. For the years ended December 31, 1997 and 1998, the Company recorded rent expense of $5,995 and $16,707, respectively.

10. SUBSEQUENT EVENTS

On January 12, 1999, the Company issued 500,000 shares of its Common Stock for $250,000 to an existing shareholder in exchange for a shareholder receivable. Subsequent to March 31, 1999 and prior to the issuance of the audited financial statements the shareholder receivable was paid in full.

On January 12, 1999, the Company entered into an agreement with a bank to factor the Company's accounts receivable with full recourse. Under the contract, the bank shall purchase the accounts receivable under the following terms: 80% of the balance is remitted at the sale date, the rest is remitted upon receipt of the balance due from the customer less finance and administrative fees charged by the bank.

On May 3, 1999, the Board approved a change in the Company's state of incorporation from Texas to Delaware. In conjunction with this change the Board approved a change in the par value of the common stock from $.01 to $.001 per share; eliminated the Class B Common Stock; authorized 5,000,000 shares of Preferred Stock; and authorized a total of 20,000,000 shares of Common Stock.

In addition, the Board approved the exchange of one share for every five shares of outstanding stock. The common and Preferred shares authorized above reflect this change. All share and per share

10. SUBSEQUENT EVENTS (CONTINUED)
information in the financial statements and related notes have been retroactively restated to reflect this exchange and the change in authorized shares and par value.

Finally, the Board adopted the Perficient, Inc. 1999 Stock Option/Stock Issuance Plan to provide for the grant of incentive and nonqualified stock options to employees, under which 279,666 shares of common stock are reserved for issuance. The exercise price and vesting schedule of each option shall be determined by the Board of Directors. The term of each option shall not exceed 10 years from the date of grant.

Perficient's objective
is to become the
leading provider of
virtual professional
services organizations to
rapidly growing
Internet software companies.

PERFICIENT STRATEGY

FOCUS on high-growth, service intensive segments of the Internet software market.

ESTABLISH RELATIONSHIPS with partners who are emerging leaders in identified high-growth segments.

BUILD AND ACQUIRE a portfolio of high-growth, low-overhead dedicated boutique virtual professional services organizations.

SUPPORT those boutique organizations through a national infrastructure that provides business development, partner service, human resources, performance appraisal, financial reporting and budgeting services.

YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED IN THIS PROSPECTUS. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE YOU WITH INFORMATION DIFFERENT FROM THAT CONTAINED IN THIS PROSPECTUS. WE ARE OFFERING TO SELL, AND SEEKING OFFERS TO BUY, SHARES OF COMMON STOCK ONLY IN JURISDICTIONS WHERE OFFERS AND SALES ARE PERMITTED. THE INFORMATION CONTAINED IN THIS PROSPECTUS IS ACCURATE ONLY AS OF THE DATE OF THIS PROSPECTUS, REGARDLESS OF THE TIME OF DELIVERY OF THIS PROSPECTUS OR OF ANY SALE OF OUR COMMON STOCK.

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UNTIL , 1999 (25 DAYS AFTER THE DATE OF THIS PROSPECTUS), ALL DEALERS THAT BUY, SELL OR TRADE OUR COMMON STOCK, WHETHER OR NOT PARTICIPATING IN THIS OFFERING, MAY BE REQUIRED TO DELIVER A PROSPECTUS. THIS REQUIREMENT IS IN ADDITION TO THE DEALERS' OBLIGATION TO DELIVER A PROSPECTUS WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO THEIR UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

1,000,000 SHARES
PERFICIENT, INC.

COMMON STOCK

PROSPECTUS

GILFORD SECURITIES
INCORPORATED

, 1999

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 24. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 145 of the Delaware General Corporation Law provides, in effect, that we may, and in certain cases must, indemnify any person made a party to any action by reason of the fact that he is or was one of Registrant's directors, officers, employees or agents against, in the case of a non-derivative action, judgments, fines, amounts paid in settlement and reasonable expenses (including attorneys' fees) incurred by him as a result of such action, and in the case of a derivative action, against expenses (including attorneys' fees), if in either type of action he acted in good faith and in a manner he reasonably believed to be in or not opposed to Registrant's best interests. This indemnification does not apply, in a derivative action, to matters as to which it is adjudged that the director, officer, employee or agent is liable to Registrant, unless upon court order it is determined that, despite such adjudication of liability, but in view of all the circumstances of the case, he is fairly and reasonably entitled to indemnity for expenses, and, in a non-derivative action, to any criminal proceeding in which such person had reasonable cause to believe his conduct was unlawful.

Article VI of Registrant's certificate of incorporation provides that no director shall be liable to Registrant or Registrant's stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by Delaware law.

Article XI of Registrant's bylaws provide that Registrant shall indemnify, to the fullest extent permitted by Delaware law, any and all of our directors and officers, or former directors and officers, or any person who may have served at Registrant's request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise.

Reference is made to Section of the Underwriting Agreement to be filed as Exhibit 1.1 hereto, pursuant to which the Underwriter has agreed to indemnify officers and directors of Registrant against certain liabilities under the Securities Act.

Registrant has entered into Indemnity Agreements with each of its directors and officers, a form of which is filed as Exhibit 10.6 to this Registration Statement. Under these agreements, Registrant will be obligated, to the extent permitted by Delaware Law, to indemnify such directors and officers against all expenses, judgments, fines and penalties incurred in connection with the defense or settlement of any actions brought against them by reason of the fact that they served as directors or officers or assumed certain responsibilities at Registrant's direction. Registrant also intends to purchase directors and officers liability insurance in order to limit its exposure to liability for indemnification of directors and officers.

ITEM 25. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth the costs and expenses, other than the underwriting discount, payable by the registrant in connection with the sale of common stock being registered. All amounts are estimates except the SEC registration fee and the NASD filing fee.

SEC registration fee	$2,824.48
NASD fee	1,516.00
Nasdaq SmallCap Market listing fee	8,500.00
Boston Stock Exchange listing fee	7,500.00
Non-accountable expenses fee to be paid to Underwriters' Representative	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Blue sky fees and expenses	*
Transfer agent fees	*
Directors' and Officers' Insurance	*
Miscellaneous	10,000.00
Total	$ *

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* To be included by amendment.

ITEM 26. RECENT SALES OF UNREGISTERED SECURITIES.

Within the last three years, Registrant made the following sales of its common stock in transactions that were not registered under the Securities Act of 1933:

(1) On September 17, 1997, Registrant sold 1,000,000 shares to Mr. Menell for $50,000.

(2) On April 15, 1998, Registrant sold an aggregate of 340,000 shares to Powershift Ventures, LLC and Mr. Lundeen for an aggregate purchase price of $34,000.

(3) On June 10, 1998, Registrant sold an aggregate of 330,000 shares to Powershift Ventures, LLC and Mr. Lundeen for an aggregate purchase price of $33,000.

(4) On July 15, 1998, Registrant sold an aggregate of 330,000 shares to Powershift Ventures, LLC and Mr. Lundeen for an aggregate purchase price of $33,000.

(5) On January 12, 1999, Registrant sold an aggregate of 500,000 shares to Beekman Ventures, Inc.; Thomas H. Walker; Mr. Hinners; David May; Sanford Prater; and Mr. Lundeen, respectively, for an aggregate purchase price of $250,000.

These sales were conducted in reliance upon exemptions from registration under Section 4(2) of the Securities Act of 1933, as transactions not involving a public offering.

ITEM 27. EXHIBITS.

1.1*	Form of Underwriting Agreement.
3.1+	Certificate of Incorporation of Registrant.
3.2+	Bylaws of Registrant.
4.1*	Specimen Certificate for shares of common stock.
4.2*	Representatives Warrant
5.1*	Opinion of Brobeck, Phleger & Harrison LLP
10.1+	Sublease Agreement, dated April 1, 1999, between Registrant, as Lessee, and Powershift Ventures, LLC, as Lessor.
10.2*	1999 Stock Option/Stock Issuance Plan.
10.3*	Employment Agreement between Registrant and John T. McDonald.
10.4*	Employment Agreement between Registrant and Bryan R. Menell.
10.5*	Employment Agreement between Registrant and John A. Hinners.
10.6	Form of Indemnity Agreement between Registrant and its directors and officers.
10.7	Contractor Service Agreement, dated December 31, 1998, between Registrant and Vignette Corporation.
10.8	Accounts Receivable Purchase Agreement, dated January 12, 1999, between the Registrant and Silicon Valley Financial Services
23.1	Consent of Ernst & Young, L.L.P.
23.2*	Consent of Brobeck, Phleger & Harrison LLP. Reference is made to Exhibit 5.1.
24.1+	Power of Attorney.
24.2	Power of Attorney (see page II-5).
27.1+	Financial Data Schedule for the year ended December 31, 1998.

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* To be included by amendment.

\+ Previously filed.

ITEM 28. UNDERTAKINGS.

The Registrant will provide to the underwriter at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The Registrant will:

1. For determining any liability under the Securities Act, treat the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1), or (4), or 497(h) under the Securities Act as part of this registration statement as of the time the Securities and Exchange Commission declared it effective.

2. For determining any liability under the Securities Act, treat each post-effective amendment that contains a form of prospectus as a new registration statement for the securities offered in the registration statement, and that offering of such securities at that time as the initial BONA FIDE offering of those securities.

During any period during which a prospectus is required to be delivered with respect to sales of shares under this Registration Statement, (i) if the underwriter agrees to release more than 5% but less than 10% of the shares subject to lock-up agreements (the "Lock-Up Shares") as referenced under "Description of Securities--Lock-Up Agreement" in the Prospectus which constitutes a part of this Registration Statement, then the Registrant will prepare and file a supplement to this prospectus with respect to such fact; and (ii) if the underwriter agrees to release 10% or more of the Lock-Up Shares, then the Registration Statement will file a post-effective amendment with respect to such fact.

SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form SB-2 and authorized this registration statement to be signed on its behalf by the undersigned, in the City of Austin, state of Texas, on June 29, 1999.

PERFICIENT, INC.

By: /s/ JOHN T. MCDONALD

John T. McDonald
CHIEF EXECUTIVE OFFICER

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints John T. McDonald and Bryan R. Menell, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to sign any registration statement for the same offering covered by this registration statement that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933, as amended, and all post-effective amendments thereto, and to file the same, with all exhibits thereto and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN ACCORDANCE WITH THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, THIS REGISTRATION STATEMENT HAS BEEN SIGNED BY THE FOLLOWING PERSONS IN THE CAPACITIES AND ON THE DATES STATED.

NAME	TITLE	DATE
* Steven G. Papermaster	Chairman of the Board	June 29, 1999
/s/ JOHN T. MCDONALD John T. McDonald	Chief Executive Officer and Director (principal executive officer)	June 29, 1999
* Bryan R. Menell	President and Director	June 29, 1999
* John A. Hinners	Chief Financial Officer and Secretary (principal financial and accounting officer)	June 29, 1999

NAME	TITLE	DATE
* David S. Lundeen	Director	June 29, 1999
/s/ DR. W. FRANK KING Dr. W. Frank King	Director	June 29, 1999
/s/ PHILIP J. ROSENBAUM Philip J. Rosenbaum	Director	June 29, 1999

*By: /s/ JOHN T. MCDONALD
John T. McDonald
ATTORNEY-IN-FACT

COMMON STOCK PAR VALUE $.001

NUMBER SHARES

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

THIS CERTIFICATE IS TRANSFERABLE IN NEW YORK NY AND

[LOGO]

PERFICIENT, INC.

CUSIP 71375U 10 1

SEE REVERSE FOR CERTAIN DEFINITIONS

THIS CERTIFIES THAT

IS THE RECORD HOLDER OF

FULLY PAID AND NONASSESSABLE SHARES OF COMMON STOCK OF

PERFICIENT, INC., A DELAWARE CORPORATION (HEREINAFTER REFERRED TO AS THE "CORPORATION"), TRANSFERABLE ON THE BOOKS OF THE CORPORATION IN PERSON OR BY DULY AUTHORIZED ATTORNEY UPON SURRENDER OF THIS CERTIFICATE PROPERLY ENDORSED. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY THE TRANSFER AGENT AND REGISTERED BY THE REGISTRAR.

WITNESS THE FACSIMILE SEAL OF THE CORPORATION AND THE FACSIMILE SIGNATURES OF ITS DULY AUTHORIZED OFFICERS.

DATED:

[SEAL]

COUNTERSIGNED AND REGISTERED

/s/ John A. Hinners
CHIEF FINANCIAL OFFICER

/s/ John T. McDonald
CHIEF EXECUTIVE OFFICER AND DIRECTOR

TRANSFER AGENT AND REGISTRAR

BY

AUTHORIZED SIGNATURE

PERFICIENT, INC.

The Corporation will furnish without charge to each stockholder who so requests, a copy of the designations, powers, preferences and relative, participating, optional or other special rights of each class of stock or series thereof of the Corporation and the qualifications, limitations or restrictions of such preferences and/or rights. Such requests may be made to the Secretary of the Corporation.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common	UNIF GIFT MIN ACT - Custodian
TEN ENT - as tenants by the entireties	(Cust) (Minor)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act
	(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, _____ HEREBY SELL, ASSIGN AND TRANSFER UNTO

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

- _____

- _____

- _____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

- _____

- _____

- _____ SHARES

OF THE STOCK REPRESENTED BY THE WITHIN CERTIFICATE, AND DO HEREBY IRREVOCABLY CONSTITUTE AND APPOINT

- _____ ATTORNEY

TO TRANSFER THE SAID STOCK ON THE BOOKS OF THE WITHIN NAMED CORPORATION WITH FULL POWER OF SUBSTITUTION IN THE PREMISES.

DATED _____

_____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

SIGNATURE GUARANTEED:

BY _____

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION, (BANKS, STOCKHOLDERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT is made and entered into as of this _____ day of May, 1999 between Perficient, Inc., a Delaware corporation (the "Corporation"), and _____ ("Indemnitee").

RECITALS:

A. Indemnitee, an executive officer, director or agent of the Corporation (or a subsidiary of the Corporation) and a member of the Board of Directors, performs a valuable service in such capacity for the Corporation; and

B. The stockholders of the Corporation have adopted Bylaws (the "Bylaws") providing for the indemnification of the officers, directors and agents of the Corporation to the maximum extent authorized by Section 145 of the Delaware General Corporation Law, as amended ("DGCL"); and

C. The Bylaws and the DGCL, by their non-exclusive nature, permit contracts between the Corporation and the members of its Board of Directors and officers with respect to indemnification of such directors and officers; and

D. In accordance with the authorization as provided by the DGCL, the Corporation intends to purchase or has purchased and presently maintains a policy or policies of Directors and Officers Liability Insurance ("D & O Insurance"), covering certain liabilities which may be incurred by its directors and officers in the performance of their duties as directors or officers of the Corporation; and

E. As a result of developments affecting the terms, scope and availability of D & O Insurance there exists general uncertainty as to the extent of protection afforded members of the Board of Directors and executive officers of the Corporation by such D & O Insurance and by statutory and bylaw indemnification provisions; and

F. In order to induce Indemnitee to continue to serve as an executive officer, director or agent of the Corporation, the Corporation has determined and agreed to enter into this contract with Indemnitee.

NOW, THEREFORE, in consideration of Indemnitee's continued service as an executive officer and a member of the Board of Directors after the date hereof, the parties hereto agree as follows:

1. INDEMNIFICATION OF INDEMNITEE. The Corporation hereby agrees to hold harmless and indemnify Indemnitee and any partnership, corporation, trust or other entity of which Indemnitee is or was a partner, shareholder, trustee, director, officer, employee or agent (Indemnitee and each such partnership, corporation, trust or other entity being hereinafter

referred to collectively as an "Indemnitee") to the fullest extent authorized or permitted by the provisions of the DGCL, as may be amended from time to time.

2. ADDITIONAL INDEMNITY. Subject only to the exclusions set forth in Section 3 hereof, the Corporation hereby further agrees to hold harmless and indemnify Indemnitee:

a. against any and all expenses (including attorney's fees), witness fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Corporation) to which Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, by reason of the fact that Indemnitee is, was or at any time becomes a director, officer, employee or agent of the Corporation or any subsidiary of the Corporation, or is or was serving or at any time serves at the request of the Corporation or any subsidiary of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful; and

b. otherwise to the fullest extent as may be provided to Indemnitee by the Corporation under the non-exclusivity provisions of Article XI of the Bylaws of the Corporation and the DGCL.

3. LIMITATIONS ON ADDITIONAL INDEMNITY. No indemnity pursuant to Section 2 hereof shall be paid by the Corporation:

a. except to the extent the aggregate of losses to be indemnified thereunder exceeds the sum of such losses for which the Indemnitee is indemnified pursuant to Section I hereof or pursuant to any D & O Insurance purchased and maintained by the Corporation;

b. in respect to remuneration paid to Indemnitee if it shall be determined by a final judgment or other final adjudication that such remuneration was in violation of law;

c. on account of any suit in which judgment is rendered against Indemnitee for an accounting of profits made from the purchase or sale by Indemnitee of securities of the Corporation pursuant to the provisions of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any federal, state or local statutory law;

d. on account of Indemnitee's conduct which is finally adjudged to have been knowingly fraudulent or deliberately dishonest, or to constitute willful misconduct;

e. on account of Indemnitee's conduct which is the subject of an action, suit or proceeding described in Section 7(c)(ii) hereof;

f. on account of any action, claim or proceeding (other than a proceeding referred to in Section 8(b) hereof) initiated by the Indemnitee unless such action, claim or proceeding was authorized in the specific case by action of the Board of Directors;

g. if a final decision by a Court having jurisdiction in the matter shall determine that such indemnification is not lawful (and, in this respect, both the Corporation and Indemnitee have been advised that the Securities and Exchange Commission believes that indemnification for liabilities arising under the federal securities laws is against public policy and is, therefore, unenforceable and that claims for indemnification should be submitted to appropriate courts for adjudication).

4. CONTRIBUTION. If the indemnification provided in Sections 1 and 2 hereof is unavailable by reason of a Court decision described in Section 3(g) hereof based on grounds other than any of those set forth in paragraphs (b) through (f) of Section 3 hereof, then in respect of any threatened, pending or completed action, suit or proceeding in which the Corporation is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Corporation shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in such proportion as is appropriate to reflect (i) the relative benefits received by the Corporation on the one hand and Indemnitee on the other hand from the transaction from which such action, suit or proceeding arose, and (ii) the relative fault of the Corporation on the one hand and of Indemnitee on the other in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Corporation on the one hand and of Indemnitee on the other shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Corporation agrees that it would not be just and equitable if contribution pursuant to this Section 4 were determined by pro rata allocation or any other method of allocation which does not take account of the foregoing equitable considerations.

5. CONTINUATION OF OBLIGATIONS. All agreements and obligations of the Corporation contained herein shall continue during the period Indemnitee is a director, officer or agent of the Corporation or any subsidiary of the Corporation (or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise) if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, except that no indemnification shall be made in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper and shall continue thereafter so long as Indemnitee shall be

subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative, by reason of the fact that Indemnitee was an officer of the Corporation or serving in any other capacity referred to herein.

6. NOTIFICATION AND DEFENSE OF CLAIM. Not later than thirty (30) days after receipt by Indemnitee of notice of the commencement of any action, suit or proceeding, Indemnitee will, if a claim in respect thereof is to be made against the Corporation under this Agreement, notify the Corporation of the commencement thereof; but the omission so to notify the Corporation will not relieve it from any liability which it may have to Indemnitee otherwise than under this Agreement. With respect to any such action, suit or proceeding as to which Indemnitee notifies the Corporation of the commencement thereof:

a. the Corporation will be entitled to participate therein at its own expense;

b. except as otherwise provided below, to the extent that it may wish, the Corporation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel reasonably satisfactory to Indemnitee. After notice from the Corporation to Indemnitee of its election so as to assume the defense thereof, the Corporation will not be liable to Indemnitee under this Agreement for any legal or other expenses subsequently incurred by Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ its counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Corporation, (ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and Indemnitee in the conduct of the defense of such action or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of Indemnitee's separate counsel shall be at the expense of the Corporation. The Corporation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Corporation or as to which Indemnitee shall have made the conclusion provided for in (ii) above; and

c. the Corporation shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any action or claim effected without its written consent. The Corporation shall be permitted to settle any action except that it shall not settle any action or claim in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee will unreasonably withhold its consent to any proposed settlement.

7. ADVANCEMENT AND REPAYMENT OF EXPENSES.

a. In the event that Indemnitee employs his own counsel pursuant to Section 6(b)(i) through (iii) above, the Corporation shall advance to Indemnitee, prior to any final disposition of any threatened or pending action, suit or proceeding, whether civil, criminal, administrative or investigative, any and all reasonable expenses (including legal fees and

expenses) incurred in investigating or defending any such action, suit or proceeding within ten (10) days after receiving copies of invoices presented to Indemnitee for such expenses;

b. Indemnitee agrees that Indemnitee will reimburse the Corporation for all reasonable expenses paid by the Corporation in defending any civil or criminal action, suit or proceeding against Indemnitee in the event and only to the extent it shall be ultimately determined by a final judicial decision (from which there is no right of appeal) that Indemnitee is not entitled, under the provisions of the DGCL, the Bylaws, this Agreement or otherwise, to be indemnified by the Corporation for such expenses; and

c. Notwithstanding the foregoing, the Corporation shall not be required to advance such expenses to Indemnitee if Indemnitee (i) commences any action, suit or proceeding as a plaintiff unless such advance is specifically approved by a majority of the Board of Directors or (ii) is a party to an action, suit or proceeding brought by the Corporation and approved by a majority of the Board which alleges willful misappropriation of corporate assets by Indemnitee, disclosure of confidential information in violation of Indemnitee's fiduciary or contractual obligations to the Corporation, or any other willful and deliberate breach in bad faith of Indemnitee's duty to the Corporation or its shareholders.

8. PROCEDURE. Any indemnification and advances provided for in Section 1 and Section 2 shall be made no later than forty-five (45) days after receipt of the written request of Indemnitee. If a claim under this Agreement, under any statute, or under any provision of the Corporation's Certificate of Incorporation or Bylaws providing for indemnification, is not paid in full by the Corporation within forty-five (45) days after a written request for payment thereof has first been received by the Corporation, Indemnitee may, but need not, at any time thereafter bring an action against the Corporation to recover the unpaid amount of the claim and, subject to Section 12 of this Agreement, Indemnitee shall also be entitled to be paid for the expenses (including attorneys' fees) of bringing such action. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in connection with any action, suit or proceeding in advance of its final disposition) that Indemnitee has not met the standards of conduct which make it permissible under applicable law for the Corporation to indemnify Indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation and Indemnitee shall be entitled to receive interim payments of expenses pursuant to Subsection 2(7)(a) unless and until such defense may be finally adjudicated by court order or judgment from which no further right of appeal exists. It is the parties' intention that if the Corporation contests Indemnitee's right to indemnification, the question of Indemnitee's right to indemnification shall be for the court to decide, and neither the failure of the Corporation (including its Board of Directors, any committee or subgroup of the Board of Directors, independent legal counsel, or its stockholders) to have made a determination that indemnification of Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct required by applicable law, nor an actual determination by the Corporation (including its Board of Directors, any committee or subgroup of the Board of Directors, independent legal counsel, or its stockholders) that Indemnitee has not met such applicable standard of conduct, shall create a presumption that Indemnitee has or has not met the applicable standard of conduct.

9. ENFORCEMENT.

a. The Corporation expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on the Corporation hereby in order to induce Indemnitee to continue as an executive officer, director or agent of the Corporation, and acknowledges that Indemnitee is relying upon this Agreement in continuing in such capacity; and

b. In the event Indemnitee is required to bring any action to enforce rights or to collect moneys due under this Agreement and is successful in such action, the Corporation shall reimburse Indemnitee for all Indemnitee's reasonable fees and expenses in bringing and pursuing such action.

10. SUBROGATION. In the event of payment under this agreement, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Corporation effectively to bring suit to enforce such rights.

11. NON-EXCLUSIVITY OF RIGHTS. The rights conferred on Indemnitee by this Agreement shall not be exclusive of any other right which Indemnitee may have or hereafter acquire under any statute, provisions of the Corporation's Certificate of Incorporation or Bylaws, agreement, vote of stockholders or directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding office.

12. PARTIAL INDEMNIFICATION. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the expenses, judgments, fines or penalties actually or reasonably incurred by Indemnitee in the investigation, defense, appeal or settlement of any civil or criminal action, suit or proceeding, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such expenses, judgments, fines or penalties to which Indemnitee is entitled.

13. SURVIVAL OF RIGHTS. The rights conferred on Indemnitee by this Agreement shall continue after Indemnitee has ceased to be a director, officer, employee or other agent of the Corporation and shall inure to the benefit of Indemnitee's heirs, executors and administrators.

14. SEPARABILITY. Each of the provisions of this Agreement is a separate and distinct agreement and independent of the others, so that if any or all of the provisions hereof shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions hereof or the obligation of the Corporation to indemnify the Indemnitee to the full extent provided by the Bylaws or the DGCL.

15. GOVERNING LAW; CONSENT TO JURISDICTION. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware. The Corporation and Indemnitee each hereby irrevocably consent to the jurisdiction of the courts of the State of Delaware for all purposes in connection with any action or proceeding which arises out of or

relates to this Agreement and agree that any action instituted under this Agreement shall be brought only in the state courts of the State of Delaware.

16. BINDING EFFECT. This Agreement shall be binding upon Indemnitee and upon the Corporation, its successors and assigns, and shall inure to the benefit of Indemnitee, his heirs, personal representatives and assigns and to the benefit of the Corporation, its successors and assigns.

17. AMENDMENT AND TERMINATION. No amendment, modification, termination or cancellation of this Agreement shall be effective unless in writing signed by both parties hereto.

18. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnity Agreement on and as of the day and year first above written.

PERFICIENT, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

_____
_____
Indemnitee

[SIGNATURE PAGE TO INDEMNITY AGREEMENT]

VIGNETTE CORPORATION
CONTRACTOR SERVICE AGREEMENT

This Agreement, dated the 31 day of December, 1998 (the "Effective Date"), between Vignette Corporation ("Vignette"), a Delaware corporation having a place of business at 901 South Mo Pac Expressway, Building 3, Austin, Texas 78746 and Perficient, Inc. ("Contractor") having a place of business at 7600-B N. Capital of Texas Highway #220, Austin, Texas 78731.

WHEREAS, the parties are mutually desirous that Contractor perform certain work for Vignette,

NOW, THEREFORE, Vignette and Contractor hereby agree as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date and shall remain in force for a period of three years from the Effective Date.

2. ORDER OF PRECEDENCE

a. This Agreement, inclusive of all Assignment Orders, attachments and exhibits attached hereto and made a part hereof, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings, communications and Agreements whether written or verbal. Terms and conditions of this Agreement take precedence over the terms and conditions of any other Agreement between Vignette and Contractor, including but not limited to Vignette's purchase orders.

b. No amendment, modification, or early termination of this Agreement shall be valid or binding unless in writing and executed by Vignette and Contractor in accordance with Section 20, Notice.

c. This Agreement and its Attachments shall be binding upon and inure solely to the benefits of each of the parties hereto and their respective successors, and no other persons or entities shall be beneficiaries hereunder or have any rights to enforce any part of this Agreement.

3. PAYMENT AND INVOICING

a. Vignette agrees to pay Contractor only for services authorized by Vignette and performed by Contractor pursuant to an Assignment Order (defined below) inclusive of all attachments referenced therein (collectively "Attachments") and made a part of this Agreement. Contractor shall charge Vignette for such services in accordance with the terms set forth in such Attachment, or if no specific terms are set forth therein, in accordance with the rate schedule attached hereto as Exhibit A. There shall be no other amount due or payable by Vignette to Contractor under this Agreement or in connection with the work to be performed by Contractor, except as authorized by this Agreement and an Attachment.

b. Charges for services performed by Contractor shall be invoiced to Vignette no later than 45 days following the date on which such service is performed by Contractor and in accordance with any billing schedule as indicated in the appropriate Attachment. Vignette shall have no obligation to pay any amounts invoiced that were performed more than 60 days prior to the date of the invoice. Each invoice shall be subject to verification by Vignette with regards to the accuracy and substantiation of the amount invoiced for services performed by Contractor. If Vignette in good faith believes an invoice to be wholly or partially inaccurate or unsubstantiated, Vignette will return such invoice unpaid with an explanation of the perceived deficiencies. Contractor shall correct such invoice and resubmit it to Vignette. Vignette shall pay amounts net 30 days following Vignette's receipt of an accurate and properly substantiated invoice. Amounts paid may be via check or electronic wire transfer to Contractor's bank account. Invoices shall be

submitted in duplicate to Vignette Corporation at the address specified in Section 20, Attn: Accounts Payable, or at such other address as Vignette may notify Contractor from time to time.

c. Each invoice shall be itemized in such detail as Vignette may reasonably request. Contractor shall submit, in support of each invoice, detailed time sheets substantially in the form attached hereto as Exhibit B, with complete, plain-English descriptions of the work performed for each invoiced increment. All blanks must be filled in for each invoiced increment, or such amount shall not be paid. Contractor warrants that the amounts filled in on each time sheet submitted shall be accurate, and shall reflect actual work performed on behalf of Vignette. Personal or administrative time that does not involve the actual performance of work pursuant to an Assignment Order, such as time for meals, the first two hours travel time on each direction of any given trip, weekend stayovers, down time due to Contractor's failures or fault, etc., shall not be included on time sheets, unless actual productive work is being performed during such time. Each invoice shall contain all expenses that Contractor believes to be reimbursable that relate to the work performed for such invoice.

d. No expenses of Contractor incurred or arising out of the work performed under this Agreement shall be considered reimbursable except as outlined in the Vignette travel guidelines as specified in Exhibit C.

4. SERVICES TO BE PERFORMED

a. The services required to be performed by Contractor under this Agreement may be requested orally or may be set forth in a writing executed by Vignette (both oral and written direction are referred to as an "Assignment Order"), inclusive of all attachments referenced therein. The work specified in an Assignment Order is an "Assignment."

b. Contractor will use its best efforts to provide the consulting services and Deliverables specified in each Assignment Order. "Deliverables" shall mean any and all materials, including without limitation, any information, designs, specifications, instructions, software, data, course materials, computer programming code, reusable routines, computer software applications, and any documentation relating to any of the foregoing as specified in the Assignment Order, according to the terms of this Agreement. "Consulting Services" shall mean the professional services provided hereunder. All services performed under this Agreement shall be completed to the satisfaction of Vignette who shall, in all cases, determine the amount, quality, acceptability, and fitness of the work that is to be paid for hereunder. Vignette shall decide all questions that may arise as to the fulfillment of the services herein on the part of the Contractor, and the determination and decision thereon shall be final and conclusive.

c. Contractor shall be considered in default of this Agreement if work performed by Contractor does not conform to the requirements of the relevant Assignment Order as determined by Vignette, in which case Vignette may, at its option; 1) request Contractor to re-perform such work at no additional charge to Vignette, 2) request a refund of time paid for work not in conformity with the Assignment Order, 3) request Contractor to replace personnel if Vignette is not satisfied with their performance, or 4) terminate this Agreement pursuant to Section 11, Termination. Contractor may, at Vignette's election, be allowed to attempt to cure any default as defined by this Section, in which case Contractor is allowed a maximum of fifteen (15) calendar days in which to do so.

d. Contractor shall deliver original copies of all Deliverables hereunder to Vignette as directed by Vignette. Contractor shall deliver copies of such Deliverables to Vignette's end-user customer (a "Client") if Vignette so requests.

e. Unless explicitly authorized by Vignette, Contractor shall not contact a Client directly to request any deviations from the terms of this Agreement or any Assignment Order. Contractor shall contact Vignette for all such issues. Vignette shall take the role of project manager unless expressly stated otherwise in an Assignment Order.

f. Contractor shall ensure that its most senior employee assigned to a project pursuant to an Assignment Order delivers to Vignette a weekly report detailing the progress of the assigned work. Such reports shall be in a form reasonably acceptable to Vignette.

5. STAFFING OF PERSONNEL

a. Contractor shall assign to services performed for Vignette only personnel who shall be qualified to perform the work referenced in the appropriate Assignment Order. Upon the request of Vignette, Contractor shall provide Vignette with a verified resume for any Contractor employee proposed by Contractor to perform services hereunder, prior to such employee's assignment. Upon the request of Vignette, Contractor shall make available each Contractor employee to Vignette for an interview to determine such employee's suitability for performing work under a given Assignment Order, prior to such employee's assignment. Vignette, in its sole objective discretion, may reject proposed Contractor employees, whom it deems unacceptable to Vignette. Vignette has the right to reasonably require Contractor to permanently remove from the performance of work hereunder for Vignette any Contractor personnel assigned under this Agreement or any Attachment hereto. Vignette and Contractor shall mutually agree as to which of the qualified personnel should be assigned to each Assignment. If an employee of Contractor stops work on an Assignment for any reason other than the completion of the Assignment, Contractor shall use its best efforts to provide a suitable replacement for such employee within two business days, at no extra cost or expense to Vignette.

b. Contractor is responsible for the direct management and supervision of its personnel through its designated representative and shall be free to exercise discretion and independent judgment as to the method and means of performance of the services contracted for by Vignette, as long as they meet the published methodologies and requirements of Vignette's Contractor Certification Program, if any, of the Assignment Order, any accomplishments, goals and/or objectives specified by Vignette, and of this Agreement. Contractor personnel shall in no sense be considered employees of Vignette and Contractor personnel will not, by virtue of this Agreement, be entitled or eligible to participate in any benefits or privileges extended by Vignette to its employees.

c. Vignette endorses a safe and drug free work environment. Contractor personnel found to be a potential risk to Vignette due to substance abuse shall not be assigned to Vignette projects without prior written approval from Vignette. Contractor will indemnify Vignette for any losses, injury, damage or liability as a result of any employees of Contractor being under the influence of alcohol or illegal substances.

d. If an employee of Contractor stops working on an Assignment for any reason, Contractor agrees to obtain from such employee all Confidential Information and Deliverables of Vignette, as well as any of Vignette's equipment or other Materials (defined below) in such employee's possession, and return same to Vignette.

e. Vignette will not provide office space or any computer or other equipment for Contractor's employees except as specified on a particular Assignment Order. Contractor agrees to ensure each of its employees is properly equipped to perform the duties assigned to such employees.

6. INTELLECTUAL PROPERTY

a. "Contractor Materials" shall mean any materials, including without limitation, designs, methodologies and content which were created, owned, acquired, or licensed by Contractor or by Contractor's agents, consultants or employees prior to commencement of work under this Agreement or which were or will be created, owned, acquired, or licensed by Contractor or Contractor's agents, consultants or employees outside the scope of the services to be provided to Vignette under this Agreement.

b. "Moral Rights" shall mean (i) any right of paternity or integrity, (ii) any right to claim authorship or require authorship identification, (iii) any right to object to distortion, mutilation or other modification of, or other derogatory action in relation to, a work of authorship, and (iv) any similar right

existing under judicial or statutory law of any country or under any treaty, irrespective of whether such right is generally referred to as a "moral right".

c. "Proprietary Right" shall mean any patent, trade secret, confidentiality protection, know-how right, show-how right, mask work right, copyright (e.g. including but not limited to any Moral Right), and any other intellectual property protection and intangible interests and legal rights of exclusion, of any and all countries, including for example but not limited to (i) any person's publicity or privacy right, (ii) any utility model or application therefor, (iii) any industrial model or application therefor, (iv) any certificate of invention or application therefor, (v) any application for patent, including for example but not limited to any provisional, divisional, reissue, reexamination or continuation application, (vi) any substitute, renewal or extension of any such application, and (vii) any right of priority resulting from the filing of any such application.

d. "Vignette Inventions" shall mean, except to the extent comprised of Contractor Materials, (i) any and all Deliverables that are created, invented, developed, prepared, conceived, reduced to practice, made, suggested, discovered, received or learned by Contractor, either alone, or jointly with one or more other persons, during the course of performance of Contractor's obligations hereunder, and (ii) any and all Proprietary Rights that may be available in such Deliverables or result therefrom.

e. Contractor does hereby, without reservation, on behalf of itself and of its employees, irrevocably:

(i) sell, assign, grant, transfer and convey to Vignette (and Vignette's successors and assigns): Contractor's entire right, title and interest (present and future and throughout the world) in and to all Vignette Inventions; provided however that, to the extent that any one or more Vignette Inventions includes a work of authorship created by Contractor (solely, or jointly with others), each such work of authorship shall automatically be deemed to be created as a "work made for hire" (as that term is defined in the United States Copyright Act (17 U.S.C. Section 101)) that is owned solely by Vignette (as between Contractor and Vignette);

(ii) acknowledge and agree that, as between Vignette and Contractor, (A) all Vignette Inventions shall be the sole and exclusive property of Vignette, its successors and assigns, and (B) Vignette, its successors and assigns shall be the sole and exclusive owner of all Vignette Inventions throughout the world;

(iii) waive and quitclaim to Vignette any and all claims, of any nature whatsoever, that Contractor has now or may hereafter have for infringement or violation of any one or more Vignette Inventions;

(iv) consent to any and all use of names, likenesses, voices, and similar aspects of all Vignette Inventions or related to or associated with all Vignette Inventions;

(v) authorize Vignette (and its successors, assigns, nominees, representatives and designees) to apply (in Vignette's own name) for any and all patents (and similar non-U.S. rights) that may be available in (or result from) all Vignette Inventions, and to claim any and all rights of priority without further authorization from Contractor so that such patents issue in the name of Vignette (or its successors or assigns);

(vi) represent, warrant and covenant that Contractor shall never assert any Moral Right in any one or more of Vignette Inventions;

(vii) forever waive all Moral Rights in Vignette Inventions;

(viii) represent, warrant and covenant that Contractor shall disclose and deliver, fully and in writing, to Vignette's designated representative each and every Vignette Invention promptly after such Vignette Invention is created, invented, developed, prepared, conceived, reduced to practice, made, suggested, discovered, received or learned by Contractor; and

(ix) represent, warrant and covenant that Contractor shall (at the request of Vignette, or any of its successors, assigns, nominees, representatives and designees) in every proper way to cooperate and do everything (at Vignette's sole expense for Contractor's reasonable actual costs, but without additional charge to Vignette) that Vignette (or any one or more of its successors, assigns, nominees, representatives and designees) may reasonably consider necessary or appropriate to assist Vignette (and its successors, assigns, nominees, representatives and designees) to prepare and make filings in any and all countries to apply for, prosecute, register, evidence, defend, obtain, hold, secure,

vest title to, protect, perfect, maintain, uphold and enforce any and all Proprietary Rights that may be available in (or result from) Vignette Inventions, and including for example but not limited to: communicating to Vignette (and its successors, assigns, nominees, representatives and designees) any information relating to conception or reduction to practice or prosecution of any one or more of such Proprietary Rights; testifying and rendering prompt assistance and cooperation in any and all legal proceedings (e.g. including but not limited to any opposition, cancellation proceeding, interference proceeding, priority contest, public use proceeding, reexamination proceeding, and court proceeding) involving any one or more of such Proprietary Rights; and executing, verifying and delivering any and all assignments, oaths, declarations, powers of attorney, and other instruments and documents. If Contractor fails or refuses to execute any such assignment, oath, declaration, power of attorney, instrument or document, Contractor hereby designates and appoints Vignette (and its successors and assigns) as Contractor's true and lawful agent and attorney-in-fact (such agency and power of attorney being irrevocable by Contractor and coupled with an interest in favor of Vignette and its successors and assigns), with full power of substitution, to act for Contractor and in Contractor's behalf to do any lawfully permitted act in furtherance of the purposes of the immediately preceding sentence (e.g. including but not limited to executing, verifying and filing such assignments, oaths, declarations, powers of attorney, and other instruments and documents) in Contractor's name and stead and on behalf of and for the benefit of Vignette and its successors and assigns, with the same legal force and effect as if Contractor performed such act, irrespective of whether in Contractor's name or Vignette's name or otherwise.

f. To the extent permitted under Vignette's agreements with each Client, Vignette hereby grants back to Contractor a perpetual, royalty-free, worldwide, nonexclusive and nontransferable license to use, reproduce, display, perform and prepare the Deliverables and derivative works of the Deliverables provided hereunder by Contractor to Vignette. The portions of the Deliverables that include any confidential or proprietary information of the relevant Client are expressly excluded from such license. Contractor is required to ascertain Vignette's rights to the Deliverables and whether Vignette has the right to grant this license back for each Deliverable that Contractor desires to reuse.

g. Contractor agrees to place on all Vignette Inventions that Contractor creates under this Agreement the following copyright notice, or a copyright notice as otherwise directed by Vignette:

COPYRIGHT 1998 (or current year) Vignette Corporation. All rights reserved.

h. Contractor will maintain current, written records, in the form of notes, sketches, drawings, models, samples, summaries, and reports, of all Deliverables, Vignette Inventions, and other intellectual property created in the performance of this Agreement or that are suggested by or result therefrom. Such records will be available to Vignette at all times.

i. Contractor warrants that in the performance of this Agreement, Contractor's work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by Contractor, will not infringe the intellectual property rights of any third party. Contractor shall inform Vignette in writing, in advance, if such performance, furnishing, use or reliance could reasonably be deemed to infringe any patent, copyright trademark, or other such intellectual property rights of Contractor or of others. The furnishing or using of any such intellectual property or of Contractor's own intellectual property in the performance of this Agreement by Contractor, without the prior written consent of Vignette, shall confer upon Vignette, to the extent Contractor has the capacity do so, the unrestricted, irrevocable right to sublicense any such intellectual property without payment of additional consideration by Vignette.

j. Except to the extent comprised of Contractor Materials, all data, designs, drawings, blueprints, tracings, plans, layouts, specifications, documentation, memoranda, and work products, including final copy and drafts that are created, produced, prepared, designed, or provided by Contractor in performing the work hereunder (hereinafter "Material"), shall be, at the time it is created, and shall remain, the exclusive property of Vignette. Upon the termination of this Agreement or completion of the relevant

Assignment, any and all Material subject to this paragraph, together with all copies and reprints in Contractor's possession, custody, or control, and all technology incorporated therein, shall be promptly transferred and delivered to Vignette, and Contractor shall thereafter make no further use, either directly or indirectly, of same in whole or in part, except as otherwise provided in (f) or expressly authorized by Vignette.

k. Vignette warrants to Contractor that in the performance of this Agreement, the materials as provided to Contractor by Vignette for Contractor to use in performance of the Consulting Services hereunder will not infringe the intellectual property rights of any third party.

l. Contractor shall obtain from each of its employees assigned to perform Consulting Services hereunder the right to perform all obligations specified in this Section 6 on behalf of such employees, so that all rights of any of Contractor's employees are subject to the terms of this Section 6.

m. Notwithstanding any other provision of this Section 6, Contractor shall retain ownership of all intellectual property rights in the Contractor Materials. To the extent that part or all of such material forms a part of any material provided by Contractor to Vignette, and to the extent permitted under Contractor's agreement with any third party, Contractor hereby grants to Vignette a perpetual, non-exclusive royalty-free worldwide license to use, reproduce, prepare derivative works of, sublicense, distribute, perform publicly and display the Contractor Materials. Vignette is required to ascertain Contactor's rights to the Contractor Materials and whether Contractor has the right to grant this license back for each Contractor Material that Vignette desires to use. In addition, Contractor shall own preliminary versions of all materials not incorporated into final versions of Deliverables or Materials provided by Contractor to Vignette hereunder, provided that the ownership and use of such preliminary versions, concepts, ideas, methodologies or approaches does not infringe i) any copyright of Vignette, ii) any other proprietary right of Vignette not derived from the Deliverables, or iii) any obligation of confidentiality of Contractor to Vignette.

n. The terms and conditions of this Section 6 shall survive the expiration or termination of this Agreement for any reason for a period of five (5) years.

7. CONFIDENTIAL INFORMATION

a. Prior to performing services on behalf of Vignette, Contractor and each Contractor employee assigned to perform work under an Assignment Order shall read and understand the provisions of Sections 6 and 7 of this Agreement. Contractor warrants and represents that it will ensure that each of its employees will sign nondisclosure and intellectual property assignment agreements that contain terms no less restrictive than those contained in this Agreement.

b. Confidential Information shall mean all information in oral or written form that is disclosed to a party (the "Receiving Party") by the other party (the "Disclosing Party") (1) that has not been publicly made known by the Disclosing Party, either prior to or subsequent to the Receiving Party's receipt of such information from the Disclosing Party; or (2) that has been designated as confidential or proprietary by the Disclosing Party, or (3) that the Receiving Party should know is confidential or proprietary to the Disclosing Party under the circumstances. Vignette's Software, Vignette Inventions, Material, training materials, all information regarding a Client, and the terms of this Agreement shall always be considered Vignette's Confidential Information. Contractor Materials shall always be considered Contractor's confidential information.

c. The Receiving Party shall hold such Confidential Information in strictest trust and confidence for the Disclosing Party and, where relevant, for the benefit of the relevant Client, and shall not use it (1) except in furtherance of the relationship set forth in this Agreement, (2) except as permitted in a separate agreement between the parties; or (3) other than as necessary for the performance of this Agreement. The Receiving Party shall not copy, publish, or disclose to any third party such Confidential Information (including Confidential Information developed by the Receiving Party in the performance of this Agreement) or proprietary information of others in the rightful possession of the Disclosing Party to which the Receiving Party may be exposed during the term of the Agreement, except as may be authorized by the Disclosing Party in writing. The provisions of this Section 7 shall not apply to the Disclosing Party Confidential Information (i) that was known to the Receiving Party prior to disclosure by the Disclosing Party as demonstrated by adequate documentary evidence in the Receiving Party's possession as of the date

of such disclosure (ii) that becomes public knowledge without the fault of the Receiving Party (iii) that is disclosed to the Receiving Party without an obligation of confidentiality by a third party having the right to lawfully possess and disclose the same, or (iv) to the extent that is required to be disclosed by law or legal process.

d. In the conduct of work under this Agreement the Disclosing Party shall not communicate or otherwise disclose confidential or proprietary information of others unless the Disclosing Party possesses all necessary rights to do so.

f. The terms and conditions of this Section 7 shall survive the expiration or termination of this Agreement for any reason for a period of five (5) years.

8. SOFTWARE LICENSE.

a. Vignette may, from time to time, at Vignette's sole discretion, provide Contractor with copies of Vignette's packaged software programs and/or other software code and related documentation (collectively, the "Software"). Vignette grants Contractor a limited, revocable, nontransferrable and nonexclusive license to possess, install and use such Software to the extent reasonably necessary to perform an Assignment, and for no other purpose whatsoever.

b. Vignette may terminate the license referred to in this Section 8 in whole or in part at any time, and upon such termination (or termination of this Agreement), Contractor shall immediately and permanently delete and erase all intangible copies of Vignette's Software provided hereunder and return any tangible copies of the Software provided hereunder and possessed by Contractor to Vignette.

c. Contractor may not use the Software for competitive evaluation purposes and shall not provide the Software, access to the Software, or any information about the Software to any third parties, except for Clients specified by Vignette. Client shall not (and shall not permit any employee or other third party to) copy, use, analyze, reverse engineer, decompile, disassemble, translate, convert, or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Software or any trade secret information or process contained in the Software, unless Vignette's advance written approval is obtained.

d. Except as otherwise expressly specified herein, all right, title and interest in and to the Software and any and all related materials provided or produced by Vignette shall remain in Vignette.

9. CONFLICTS OF INTEREST

a. During the term of this Agreement, Contractor shall not accept employment or otherwise engage in work or render services that will conflict with the relationship of trust and cooperation created hereby or that may otherwise conflict with Contractor's obligations under this Agreement.

b. Contractor will promptly notify Vignette in writing of and at such time(s) as any such conflict arises or is discovered.

10. REPORTS, RECORDS, AND COMPLIANCE WITH LAW

a. Contractor agrees to make all required federal, state, and local reports, records, payroll deductions, and payment in connection with social security and workman's compensation insurance; all federal, state, and local payroll and withholding taxes; and all other charges and taxes attributable to the performance of this Agreement and the employment of Contractor personnel assigned to perform work hereunder.

b. Contractor warrants to comply with any and all applicable laws and regulations of the United States and each State and any political subdivision thereof, including, but in no way limited to, any

and all laws governing its relationship with its employees, agents, or subcontractors, including, by way of example, compensation, working hours, overtime, non-discrimination in employment, etc.

c. Upon request, Contractor shall certify compliance with such applicable laws and regulations, and provide such evidence of compliance as Vignette may reasonably request. Vignette shall have the right to audit Contractor's books and records at Vignette's sole cost for the purpose of assuring compliance with the foregoing obligations.

11. INSURANCE REQUIREMENTS

a. Without limiting any of the obligations or liabilities of Contractor, Contractor shall maintain, as long as this Agreement is in effect, at Contractor's expense, insurance policies of the kind and limits listed below and shall provide Vignette (and to one or more Clients of Vignette, if required by such Client(s)), prior to execution of this Agreement, a Certificate of Insurance evidencing such coverage for the term of this Agreement.

b. Insurance is to be placed with insurers with a Best's Rating of no less than A:VII, and must be licensed to do business in the State of Texas and which have been approved by the State of Texas Commissioner of Insurance. All policies shall be in a form reasonably acceptable to Vignette (and shall name Vignette as an additional insured. Such policies shall remain in force until receipt of final payment by Contractor.

Type of Coverage	Limits
Worker's Compensation including Alternate Employer Endorsement and Waiver of Subrogation in favor of Vignette	Statutory
Employer's Liability	$500,000 Each Accident $500,000 Disease - Policy Limit
General Liability Bodily Injury/Property Damage Comprehensive Form including: (1) Premises/Operations, Single Limit (2) Products/Completed Operations, (3) Contractual Liability, (4) Independent Contractors, (5) Broad Form Property Damage, (6) Personal/Advertising Injury, and (7) Owner's Contractors Protective	$4,000,000 Each Occurrence $4,000,000 Aggregate(1)

(1)The General Aggregate limit shall apply separately to this Agreement or the General Aggregate shall be twice the required occurrence limit.

Automobile Liability	$4,000,000 Combined Single Limit per accident for bodily injury and property damage.

Covering all automobiles, trucks, tractor trailers, motorcycles, or other automotive equipment, whether non-owned, owned or hired by Contractor or employees of Contractor, including Vignette as an additional insured with respect to any non-owned, owned or hired automotive equipment used by or with the permission of Contractor.

Commercial Blanket Bond (employee dishonesty)	$100,000
Errors and Omissions	$500,000

c. Each Certificate of Insurance shall contain a provision that coverage afforded under the policies will not be canceled without at least thirty (30) days prior written notice to Vignette (and/or to a Client, if the Client so requires) in the event of cancellation or material change, in accordance with Section 20 of this Agreement. Furthermore, Contractor will obtain an endorsement to its policies providing that the Contractor's insurance shall be primary as respects Vignette, its officers and employees as well as each Client, if required. Any other valid and collectible insurance or self-insurance maintained by or in the name of Vignette shall be in excess of Contractor insurance and shall not contribute to it.

d. Contractor shall cause each insurance policy issued hereunder to provide:

(i) that Vignette is named as an Additional Insured as their interests may appear, and that the coverage shall contain no special limitations of the scope of protection afforded Vignette, its officers or employees; and

(ii) that all amounts payable thereunder will be paid to Vignette or Vignette's assigns.

e. It is Contractor's responsibility to ensure that the insurance requirements listed above are in effect for the full term of this Agreement. Cancellation or change of coverage without Vignette's approval shall be considered a BREACH OF CONTRACT. In addition, all of Contractor's outside consultants or subcontractors shall maintain adequate insurance as detailed above if performing work for Vignette on Contractor's behalf. Contractor is responsible to verify and maintain Certificates of Insurance from such outside consultants or subcontractors.

f. The original Certificate of Insurance should be mailed to Vignette Corporation, attn. Vaughn Bradley, and to such Client address(es) as Vignette may reasonably require.

12. TERMINATION

a. Without Cause - Either party may terminate this Agreement, or any Attachment hereto, without cause, upon thirty (30) days written notice to the other party.

b. With Cause - In the event a party is in default of this Agreement, the other party shall have the right to terminate this Agreement, or any Attachment hereto, upon fifteen (15) days written notice. The right to terminate this Agreement for cause shall include, but not be limited to, breaches involving the disclosure of the other party's Confidential Information, the failure of Vignette to pay amounts due within a reasonable time, the failure of Contractor to perform any services in accordance with this Agreement or any Attachment hereto, and the failure of Contractor to make timely progress to such an extent that Vignette reasonably deems that performance under this Agreement or under any Attachment hereto is endangered.

c. In the event of any termination of this Agreement or of any Assignment Order, Vignette shall be liable to Contractor only for such sums as shall represent the pro-rata portion of work performed as indicated in the relevant Assignment Order(s) in accordance with this Agreement and such Assignment Order(s) prior to the effective date of such termination. All such sums submitted are subject to review and approval by Vignette prior to payment.

13. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless Vignette and its affiliates and their respective directors, officers, shareholders, employees and agents from and against any and all claims, demands, suits, actions, judgments, costs and liabilities (including attorneys' fees) (each an "Indemnified Loss") that arises out of, results from, or is incidental to this Agreement or the work or services performed by Contractor hereunder, to the extent that such Indemnified Loss is caused by or results from the acts, negligence, or fault of Contractor, or Contractor's employees, agents, and/or subcontractors; provided, however, Contractor shall only be liable for that portion of the total Indemnified Loss that Contractor's acts or omissions bear to the acts and omissions of all persons contributing to such total Indemnified Loss as it

is the parties' intention that the indemnity under this Section be apportioned on a comparative basis taking into account the relative factors of all persons contributing to such loss.

14. LIMITATION OF LIABILITY

a. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN SET FORTH, IN THE EVENT OF ANY TERMINATION OF THIS AGREEMENT OR AN ATTACHMENT HERETO BY CONTRACTOR BY REASON OF VIGNETTE'S DEFAULT OR FAILURE TO PERFORM HEREUNDER, VIGNETTE SHALL BE LIABLE TO CONTRACTOR ONLY FOR THE APPLICABLE CHARGES HEREUNDER FOR WORK ACTUALLY PERFORMED BY CONTRACTOR UP TO THE EFFECTIVE DATE OF TERMINATION.

b. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, EXCEPT FOR THOSE ARISING FROM CONTRACTOR'S OR VIGNETTE'S BREACH OF SECTIONS 6, 7, 8 AND/OR 13.

c. Vignette makes no guarantees, express or implied, regarding any amount of work that may be assigned to Contractor pursuant to this Agreement.

15. YEAR 2000 WARRANTY

Contractor warrants that the Deliverables provided hereunder: (i) shall be designed to be Year 2000 compliant, which shall include, as an illustration but not a limitation, date data century recognition, and calculations that accommodate same and multi-century formulae and date values; (ii) operates or will operate without error or interruption and without human intervention during and after the calendar year 2000 AD with respect to dates and date dependent data; and (iii) shall not end abnormally or provide invalid or incorrect results as a result of date data, specifically including date data which represents leap years, different centuries or more than one century.

16. FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by fire, flood, war, embargo, riot or the intervention of any government authority ("Force Majeure"), provided that the party suffering such delay immediately notifies the other party of the delay. If, however, Contractor's performance is delayed for reasons set forth above for a cumulative period of fourteen (14) calendar days or more , Vignette, notwithstanding any other provision of this Agreement to the contrary, may terminate this Agreement and/or any Assignment Order hereunder by notice to Contractor. In the event of such termination, Vignette's sole liability hereunder will be for the payment to Contractor of any balance due for services rendered by Contractor prior to Contractor's notification of delay to Contractor. In the event the parties do not terminate this Agreement due to a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure.

17. FACILITY ACCESS

a. For on-site service, Contractor shall have reasonable and free access to use only those facilities of Vignette to the extent necessary for Contractor to perform under this Agreement and shall have no right of access to any other facilities of Vignette.

b. Individuals working on Vignette property are required to comply with all other local, state, province or country laws and regulations governing workplace safety and hazardous substances and materials usage. Contractor will comply with all applicable Vignette rules and regulations as shall be applicable to a third party having access to and/or performing work at Vignette's facilities.

c. References to facilities and sites of Vignette in Sections 16 and 17 shall include facilities and sites of the relevant Client(s).

18. PROHIBITED ITEMS, SUBSTANCES, AND SUBSTANCE ABUSE

a. "Substance" shall include alcohol, controlled substance (i.e., illegal drugs and prescribed drugs), over-the-counter medication, and any other substances that may be inhaled, injected, absorbed, or taken by mouth that may, in Vignette's opinion, impair an individual. The use, sale, or possession of controlled substance, or drug paraphernalia, alcoholic beverages, firearms, weapons, explosives, or ammunition on a Vignette site, or the performance of services by personnel while under the influence of a Substance, is strictly prohibited. Vignette shall act to eliminate any prohibited items and Substance use which increases the potential for accidents, absenteeism, poor performance, poor morale, and damage to Vignette's property or reputation. Contractor shall remove from Vignette's site any employee, agent, invitee, licensee, or other person engaged by Contractor in violation of this provision, and shall notify Vignette of actions taken.

b. Vignette's Clients may cause reasonable searches to be made of personnel, personal effects, and vehicles. Prohibited items and Substances may be confiscated and transferred to appropriate law enforcement authorities. Any person who refused to consent to a search shall be required to leave Vignette's site immediately and will not be allowed to return.

19. TRADEMARKS AND RELATED MATTERS:

a. Contractor is authorized to use the Vignette logos and trademarks specified on Exhibit D only to the extent necessary to meet the required Assignment criteria, and only upon Vignette's advance written approval of the form and content of use. No other rights with respect to Vignette's or any Client's trademarks, trade names, or brand names are conferred, either expressly or by implication, upon Contractor.

b. Permission granted relative to the trademarks and trade names shall terminate with this expiration or termination of this Agreement. Contractor shall immediately cease using the trademarks and trade names of Vignette upon expiration or termination of this Agreement.

20. NOTICE

All notices (except for invoices) under this Agreement shall be in writing and shall be sent by United States Postal Service, Certified Mail, Return Receipt Requested, postage prepaid or other receipt verifiable delivery, and addressed as follows (or to such address as a party notifies the other from time to time):

To Contractor:
Perficient, Inc.
Attention: Bryan Menell
7600-B N. Capital of Texas Hwy, Suite 220
Austin, TX 78731

To Vignette:
Vignette Corporation
Attention: Vaughn Bradley
901 S. Mopac Bldg III, Suite 400
Austin, TX 78746

With a copy to:

Vignette Corporation
Attn: Legal Counsel
901 S. Mopac Bldg III, Suite 400
Austin, TX 78746

21. GENERAL

a. Contractor warrants that Contractor will obtain from Vignette an Assignment Order prior to commencing any new project, work, or services under this Agreement.

b. Any obligations and duties that by their nature extend beyond the expiration or earlier termination of this Agreement shall survive any such expiration or termination and remain in effect.

c. Contractor will not represent Contractor as an agent or partner of Vignette and will not commit or obligate Vignette in any way to other parties.

d. Contractor warrants that Contractor will take appropriate action by instruction or agreement with its personnel to ensure that all Contractor personnel performing work hereunder shall be bound by and comply with all of the terms and conditions of this Agreement.

e. Contractor will not assign this Agreement or subcontract to any third party any portion of the work to be performed under this Agreement without Vignette's prior written approval. In the event Vignette shall provide such approval, Contractor shall secure from each such third party its agreement to comply with the terms and conditions of this Agreement prior to disclosing any Vignette Confidential Information or performance of work by such third party.

f. Every right or remedy by this Agreement conferred upon or reserved to the parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed as an election.

g. The failure of a party to insist upon the performance of any provision of this Agreement or an Attachment hereto or to exercise any right or privilege granted hereunder shall not be construed as waiving any such provision, and the same shall continue in force.

h. This Agreement, inclusive of all Appendices and Exhibits attached hereto and made a part hereof, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings, communications, and agreements whether verbal or written. No amendment to or modification of this Agreement shall be valid or binding unless in writing and executed by an authorized representative of Vignette and Contractor. This Agreement and its Appendices shall be binding upon and inure solely to the benefit of each of the parties hereto and their respective successors, and no other persons or entities shall be beneficiaries hereunder or have any rights to enforce any part of this Agreement or any Attachment hereto.

i. If any provision of this Agreement or of any Attachment hereto is found to be void, the remainder of this Agreement shall survive and remain in full force and shall not hereby be terminated.

j. Neither party shall be required to give notice to enforce strict adherence to all provisions of this Agreement. No breach or provision of this Agreement shall be deemed waived, modified or excused by a party, unless such waiver, modification or excuse is in writing and signed by a duly authorized officer of a party. The failure by (or delay of) a party in enforcing (or exercising) any of its rights under this Agreement shall: (i) not be deemed a waiver, modification or excuse of such right or of any breach of the same or different provision of this Agreement, and (ii) not prevent a subsequent enforcement (or exercise) of such right.

k. Contractor is an independent contractor and nothing in this Agreement shall be deemed to make Contractor an agent, employee, partner or joint venturer of Vignette. Contractor shall have no authority to bind, commit, or otherwise obligate Vignette in any manner whatsoever.

l. During the term of this Agreement and for six months thereafter, Contractor agrees not to competitively bid against Vignette to sell services directly to any Client for whom Contractor has performed Services hereunder.

m. During the term this Agreement is in effect and for a period of six months thereafter, each party agrees not to solicit or to offer employment to any employees of the other without the prior written consent of the other party.

n. THIS AGREEMENT WILL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ITS CHOICE OF LAW RULES.

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties. This Agreement may be executed in duplicate originals, and any executed copy of this Agreement made by reliable means (E.G., photocopy or facsimile) shall be considered an original.

AGREED AND ACCEPTED AS ABOVE:

Vignette Corporation		Contractor	
By: /s/ Robert R. Robinson		By: /s/ Bryan Menell	
Robert R. Robinson		Bryan Menell	
Name		Name	
Legal Counsel	12/31/98	President	12/31/98
Title	Date	Title	Date

[LOGO]
SILICON VALLEY FINANCIAL SERVICES
A Division of Silicon Valley Bank
3003 Tasman Drive
Santa Clara, Ca. 95054
(408) 654-1000 - Fax (408) 980-6410

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This Accounts Receivable Purchase Agreement (the "Agreement") is made on this TWELFTH day of JANUARY 1999, by and between Silicon Valley Financial Services (a division of Silicon Valley Bank) ("Buyer") having a place of business at the address specified above and PERFICIENT, INC., a TEXAS corporation, ("Seller") having its principal place of business and chief executive office at

Street Address:	7600-B N. Coth
City:	Austin
County:	Travis
State:	Texas
Zip code:	78731
Phone:	512/306-7337

1. DEFINITIONS. When used herein, the following terms shall have the following meanings.

1.1. "Account Balance" shall mean, on any given day, the gross amount of all Purchased Receivables unpaid on that day.

1.2. "Account Debtor" shall have the meaning set forth in the California Uniform Commercial Code and shall include any person liable on any Purchased Receivable, including without limitation, any guarantor of the Purchased Receivable and any issuer of a letter of credit or banker's acceptance.

1.3. "Adjustments" shall mean all discounts, allowances, returns, disputes, counterclaims, offsets, defenses, rights of recoupment, rights of return, warranty claims, or short payments, asserted by or on behalf of any Account Debtor with respect to any Purchased Receivable.

1.4. "Administrative Fee" shall have the meaning as set forth in Section 3.3 hereof.

1.5. "Advance" shall have the meaning set forth in Section 2.2 hereof.

1.6. "Collateral" shall have the meaning set forth in Section 8 hereof.

1.7. "Collections" shall mean all good funds received by Buyer from or on behalf of an Account Debtor with respect to Purchased Receivables.

1.8 "Compliance Certificate" shall mean a certificate, in a form provided by Buyer to Seller, which contains the certification of the chief financial officer of Seller that, among other things, the representations and warranties set forth in this Agreement are true and correct as of the date such certificate is delivered.

1.9. "Event of Default" shall have the meaning set forth in Section 9 hereof.

1.10. "Finance Charges" shall have the meaning set forth in Section 3.2 hereof.

1.11. "Invoice Transmittal" shall mean a writing signed by an authorized representative of Seller which accurately identifies the receivables which Buyer, at its election, may purchase, and includes for each such receivable the correct amount owed by the Account Debtor, the name and address of the Account Debtor, the invoice number, the invoice date and the account code.

1.12. "Obligations" shall mean all advances, financial accommodations, liabilities, obligations, covenants and duties owing, arising, due or payable by Seller to Buyer of any kind or nature, present or future, arising under or in connection with this Agreement or under any other document, instrument or agreement, whether or not evidenced by any note, guarantee or other instrument, whether arising on account or by overdraft, whether direct or indirect (including those acquired by assignment) absolute or contingent, primary or secondary, due or to become due, now owing or hereafter arising, and however acquired; including, without limitation, all Advances, Finance Charges, Administrative Fees, interest, Repurchase Amounts, fees, expenses, professional fees and attorneys' fees and any other sums chargeable to Seller hereunder or otherwise.

1.13. "Purchased Receivables" shall mean all those accounts, receivables, chattel paper, instruments, contract rights, documents, general intangibles, letters of credit, drafts, bankers acceptances, and rights to payment, and all proceeds thereof (all of the foregoing being referred to as "receivables"), arising out of the invoices and other agreements identified on or delivered with any Invoice Transmittal delivered by Seller to Buyer which Buyer elects to purchase and for which Buyer makes an Advance.

1.14. "Refund" shall have the meaning set forth in Section 3.5 hereof.

1.15. "Reserve" shall have the meaning set forth in Section 2.4 hereof.

1.16. "Repurchase Amount" shall have the meaning set forth in Section 4.2 hereof.

1.17. "Reconciliation Date" shall mean the last calendar day of each Reconciliation Period.

1.18. "Reconciliation Period" shall mean each calendar month of every year.

2. PURCHASE AND SALE OF RECEIVABLES.

2.1. OFFER TO SELL RECEIVABLES. During the term hereof, and provided that there does not then exist any Event of Default or any event that with notice, lapse of time or otherwise would constitute an Event of Default, Seller may request that Buyer purchase receivables and Buyer may, in its sole discretion, elect to purchase receivables. Seller shall deliver to Buyer an Invoice

Transmittal with respect to any receivable for which a request for purchase is made. An authorized representative of Seller shall sign each Invoice Transmittal delivered to Buyer. Buyer shall be entitled to rely on all the information provided by Seller to Buyer on or with the Invoice Transmittal and to rely on the signature on any Invoice Transmittal as an authorized signature of Seller.

2.2. ACCEPTANCE OF RECEIVABLES. Buyer shall have no obligation to purchase any receivable listed on an Invoice Transmittal. Buyer may exercise its sole discretion in approving the credit of each Account Debtor before buying any receivable. Upon acceptance by Buyer of all or any of the receivables described on any Invoice Transmittal, Buyer shall pay to Seller 80 (%) percent of the face amount of each receivable Buyer desires to purchase. Such payment shall be the "Advance" with respect to such receivable. Buyer may, from time to time, in its sole discretion, change the percentage of the Advance. Upon Buyer's acceptance of the receivable and payment to Seller of the Advance, the receivable shall become a "Purchased Receivable." It shall be a condition to each Advance that (i) all of the representations and warranties set forth in Section 6 of this Agreement be true and correct on and as of the date of the related Invoice Transmittal and on and as of the date of such Advance as though made at and as of each such date, and (ii) no Event of Default or any event or condition that with notice, lapse of time or otherwise would constitute an Event of Default shall have occurred and be continuing, or would result from such Advance. Notwithstanding the foregoing, in no event shall the aggregate amount of all Purchased Receivables outstanding at any time exceed THREE HUNDRED THOUSAND AND NO/100***** Dollars ($300,000.00).

2.3. EFFECTIVENESS OF SALE TO BUYER. Effective upon Buyer's payment of an Advance, and for and in consideration therefor and in consideration of the covenants of this Agreement, Seller hereby absolutely sells, transfers and assigns to Buyer, all of Seller's right, title and interest in and to each Purchased Receivable and all monies due or which may become due on or with respect to such Purchased Receivable. Buyer shall be the absolute owner of each Purchased Receivable. Buyer shall have, with respect to any goods related to the Purchased Receivable, all the rights and remedies of an unpaid seller under the California Uniform Commercial Code and other applicable law, including the rights of replevin, claim and delivery, reclamation and stoppage in transit.

2.4. ESTABLISHMENT OF A RESERVE. Upon the purchase by Buyer of each Purchased Receivable, Buyer shall establish a reserve. The reserve shall be the amount by which the face amount of the Purchased Receivable exceeds the Advance on that Purchased Receivable (the "Reserve"); provided, the Reserve with respect to all Purchased Receivables outstanding at any one time shall be an amount not less than 20 (%) percent of the Account Balance at that time and may be set at a higher percentage at Buyer's sole discretion. The reserve shall be a book balance maintained on the records of Buyer and shall not be a segregated fund.

3. COLLECTIONS, CHARGES AND REMITTANCES.

3.1. COLLECTIONS. Upon receipt by Buyer of Collections, Buyer shall promptly credit such Collections to Seller's Account Balance on a daily basis; provided, that if Seller is in default under this Agreement, Buyer shall apply all Collections to Seller's Obligations hereunder in such order and manner as Buyer may determine. If an item of collection is not honored or Buyer does not receive good funds for any reason, the amount shall be included in the Account Balance as if the Collections had not been received and Finance Charges under Section 3.2 shall accrue thereon.

3.2. FINANCE CHARGES. On each Reconciliation Date Seller shall pay to Buyer a finance charge in an amount equal to 1.25 (%) percent per month of the average daily Account Balance outstanding during the applicable Reconciliation Period (the "Finance Charges"). Effective March 1, 1999, Seller shall pay to Buyer a Finance Charge in an amount equal to 2.25 (%) percent per month of the average daily Account Balance outstanding during the applicable Reconciliation Period. Buyer shall deduct the accrued Finance Charges from the Reserve as set forth in Section 3.5 below.

3.3. ADMINISTRATIVE FEE. On each Reconciliation Date Seller shall pay to Buyer an Administrative Fee equal to .25 (%) percent of the face amount of each Purchased Receivable first purchased during that Reconciliation Period (the "Administrative Fee"). Effective March 1, 1999, Seller shall pay to Buyer an Administrative Fee equal to .75 (%) percent of the face amount of each Purchased Receivable first purchased during that Reconciliation Period. Buyer shall deduct the Administrative Fee from the Reserve as set forth in Section 3.5 below.

3.4. ACCOUNTING. Buyer shall prepare and send to Seller after the close of business for each Reconciliation Period, an accounting of the transactions for that Reconciliation Period, including the amount of all Purchased Receivables, all Collections, Adjustments, Finance Charges, and the Administrative Fee. The accounting shall be deemed correct and conclusive unless Seller makes written objection to Buyer within thirty (30) days after the Buyer mails the accounting to Seller.

3.5. REFUND TO SELLER. Provided that there does not then exist an Event of Default or any event or condition that with notice, lapse of time or otherwise would constitute an Event of Default, Buyer shall refund to Seller by check after the Reconciliation Date, the amount, if any, which Buyer owes to Seller at the end of the Reconciliation Period according to the accounting prepared by Buyer for that Reconciliation Period (the "Refund"). The Refund shall be an amount equal to:

(A) (1) The Reserve as of the beginning of that Reconciliation Period, PLUS
(2) the Reserve created for each Purchased Receivable purchased during that Reconciliation Period, MINUS
(B) The total for that Reconciliation Period of:
(1) the Administrative Fee;
(2) Finance Charges;
(3) Adjustments;
(4) Repurchase Amounts, to the extent Buyer has agreed to accept payment thereof by deduction from the Refund;
(5) the Reserve for the Account Balance as of the first day of the following Reconciliation Period in the minimum percentage set forth in Section 2.4 hereof; and
(6) all amounts due, including professional fees and expenses, as set forth in Section 12 for which oral or written demand has been made by Buyer to Seller during that Reconciliation Period to the extent Buyer has agreed to accept payment thereof by deduction from the Refund.

In the event the formula set forth in this Section 3.5 results in an amount due to Buyer from Seller, Seller shall make such payment in the same manner as set forth in Section 4.3 hereof for repurchases. If the formula set forth in this Section 3.5 results in an amount due to Seller from Buyer, Buyer shall make such payment by check, subject to Buyer's rights under Section 4.3 and Buyer's rights of offset and recoupment.

4. RECOURSE AND REPURCHASE OBLIGATIONS.

4.1. RECOURSE. Buyer's acquisition of Purchased Receivables from Seller shall be with full recourse against Seller. In the event the Obligations exceed the amount of Purchased Receivables and Collateral, Seller shall be liable for any deficiency.

4.2. SELLER'S AGREEMENT TO REPURCHASE. If Buyers demands, Seller will repurchase any Purchased Receivable from Buyer for the full face amount or any unpaid portion. Buyer may require Seller to repurchase a Purchased Receivable if:

(A) which remains unpaid ninety (90) calendar days after the invoice date; or

(B) which is owed by any Account Debtor who has filed, or has had filed against it, any bankruptcy case, assignment for the benefit of creditors, receivership, or insolvency proceeding or who has become insolvent (as defined in the United States Bankruptcy Code) or who is generally not paying its debts as such debts become due; or

(C) with respect to which there has been any breach of warranty or representation set forth in Section 6 hereof or any breach of any covenant contained in this Agreement; or

(D) with respect to which the Account Debtor asserts any discount, allowance, return, dispute, counterclaim, offset, defense, right of recoupment, right of return, warranty claim, or short payment;

together with all reasonable attorneys' and professional fees and expenses and all court costs incurred by Buyer in collecting such Purchased Receivable and/or enforcing its rights under, or collecting amounts owed by Seller in connection with, this Agreement (collectively, the "Repurchase Amount").

4.3. SELLER'S PAYMENT OF THE REPURCHASE AMOUNT OR OTHER AMOUNTS DUE BUYER. When any Repurchase Amount or other amount owing to Buyer becomes due, Buyer shall inform Seller of the manner of payment which may be any one or more of the following in Buyer's sole discretion: (a) in cash immediately upon demand therefor; (b) by delivery of substitute invoices and an Invoice Transmittal acceptable to Buyer which shall thereupon become Purchased Receivables; (c) by adjustment to the Reserve pursuant to Section 3.5 hereof; (d) by deduction from or offset against the Refund that would otherwise be due and payable to Seller; (e) by deduction from or offset against the amount that otherwise would be forwarded to Seller in respect of any further Advances that may be made by Buyer; or (f) by any combination of the foregoing as Buyer may from time to time choose.

4.4. SELLER'S AGREEMENT TO REPURCHASE ALL PURCHASED RECEIVABLES. Upon and after the occurrence of an Event of Default, Seller shall, upon Buyer's demand (or, in the case of an Event of Default under Section 9(B), immediately without notice or demand from Buyer) repurchase all the Purchased Receivables then outstanding , or such portion thereof as Buyer may demand. Such demand may, at Buyer's option, include and Seller shall pay to Buyer immediately upon demand, cash in an amount equal to the Advance with respect to each Purchased Receivable then outstanding together with all accrued Finance Charges, Adjustments, Administrative Fees, attorney's and professional fees, court costs and expenses as provided for herein, and any other Obligations. Upon receipt of payment in full of the Obligations, Buyer shall immediately instruct Account Debtors to pay Seller directly, and return to Seller any Refund due to Seller. For the purpose of calculating any Refund due under this Section only, the Reconciliation Date shall be deemed to be the date Buyer receives payment in good funds of all the Obligations as provided in this Section 4.4.

5. POWER OF ATTORNEY. Seller does hereby irrevocably appoint Buyer and its successors and assigns as Seller's true and lawful attorney in fact, and hereby authorizes Buyer, regardless of whether there has been an Event of Default, (a) to sell, assign, transfer, pledge, compromise, or discharge the whole or any part of the Purchased Receivables; (b) to demand, collect, receive, sue, and give releases to any Account Debtor for the monies due or which may become due upon or with respect to the Purchased Receivables and to compromise, prosecute, or defend any action, claim, case or proceeding relating to the Purchased Receivables, including the filing of a claim or the voting of such claims in any bankruptcy case, all in Buyer's name or Seller's name, as Buyer may choose; (c) to prepare, file and sign Seller's name on any notice, claim, assignment, demand, draft, or notice of or satisfaction of lien or mechanics' lien or similar document with respect to Purchased Receivables; (d) to notify all Account Debtors with respect to the Purchased Receivables to pay Buyer directly; (e) to receive, open, and dispose of all mail addressed to Seller for the purpose of collecting the Purchased Receivables; (f) to endorse Seller's name on any checks or other forms of payment on the Purchased Receivables; (g) to execute on behalf of Seller any and all instruments, documents, financing statements and the like to perfect Buyer's interests in the Purchased Receivables and Collateral; and (h) to do all acts and things necessary or expedient, in furtherance of any such purposes. If Buyer receives a check or item which is payment for both a Purchased Receivable and another receivable, the funds shall first be applied to the Purchased Receivable and, so long as there does not exist an Event of Default or an event that with notice, lapse of time or otherwise would constitute an Event of Default, the excess shall be remitted to Seller. Upon the occurrence and continuation of an Event of Default, all of the power of attorney rights granted by Seller to Buyer hereunder shall be applicable with respect to all Purchased Receivables and all Collateral.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1. RECEIVABLES' WARRANTIES, REPRESENTATIONS AND COVENANTS. To induce Buyer to buy receivables and to render its services to Seller, and with full knowledge that the truth and accuracy of the following are being relied upon by the Buyer in determining whether to accept receivables as Purchased Receivables, Seller represents, warrants, covenants and agrees, with respect to each Invoice Transmittal delivered to Buyer and each receivable described therein, that:

(A) Seller is the absolute owner of each receivable set forth in the Invoice Transmittal and has full legal right to sell, transfer and assign such receivables;

(B) The correct amount of each receivable is as set forth in the Invoice Transmittal and is not in dispute;

(C) The payment of each receivable is not contingent upon the fulfillment of any obligation or contract, past or future and any and all obligations required of the Seller have been fulfilled as of the date of the Invoice Transmittal;

(D) Each receivable set forth on the Invoice Transmittal is based on an actual sale and delivery of goods and/or services actually rendered, is presently due and owing to Seller, is not past due or in default, has not been previously sold, assigned, transferred, or pledged, and is free of any and all liens, security interests and encumbrances other than liens, security interests or encumbrances in favor of Buyer or any other division or affiliate of Silicon Valley Bank;

(E) There are no defenses, offsets, or counterclaims against any of the receivables, and no agreement has been made under which the Account Debtor may claim any deduction or discount, except as otherwise stated in the Invoice Transmittal;

(F) Each Purchased Receivable shall be the property of the Buyer and shall be collected by Buyer, but if for any reason it should be paid to Seller, Seller shall promptly notify Buyer of such payment, shall hold any checks,

drafts, or monies so received in trust for the benefit of Buyer, and shall promptly transfer and deliver the same to the Buyer;

(G) Buyer shall have the right of endorsement, and also the right to require endorsement by Seller, on all payments received in connection with each Purchased Receivable and any proceeds of Collateral;

(H) Seller, and to Seller's best knowledge, each Account Debtor set forth in the Invoice Transmittal, are and shall remain solvent as that term is defined in the United States Bankruptcy Code and the California Uniform Commercial Code, and no such Account Debtor has filed or had filed against it a voluntary or involuntary petition for relief under the United States Bankruptcy Code;

(I) Each Account Debtor named on the Invoice Transmittal will not object to the payment for, or the quality or the quantity of the subject matter of, the receivable and is liable for the amount set forth on the Invoice Transmittal;

(J) Each Account Debtor shall promptly be notified, after acceptance by Buyer, that the Purchased Receivable has been transferred to and is payable to Buyer, and Seller shall not take or permit any action to countermand such notification; and

(K) All receivables forwarded to and accepted by Buyer after the date hereof, and thereby becoming Purchased Receivables, shall comply with each and every one of the foregoing representations, warranties, covenants and agreements referred to above in this Section 6.1.

6.2. ADDITIONAL WARRANTIES, REPRESENTATIONS AND COVENANTS. In addition to the foregoing warranties, representations and covenants, to induce Buyer to buy receivables and to render its services to Seller, Seller hereby represents, warrants, covenants and agrees that:

(A) Seller will not assign, transfer, sell, or grant, or permit any lien or security interest in any Purchased Receivables or Collateral to or in favor of any other party, without Buyer's prior written consent;

(B) The Seller's name, form of organization, chief executive office, and the place where the records concerning all Purchased Receivables and Collateral are kept is set forth at the beginning of this Agreement, Collateral is located only at the location set forth in the beginning of this Agreement, or, if located at any additional location, as set forth on a schedule attached to this Agreement, and Seller will give Buyer at least thirty (30) days prior written

notice if such name, organization, chief executive office or other locations of Collateral or records concerning Purchased Receivables or Collateral is changed or added and shall execute any documents necessary to perfect Buyer's interest in the Purchased Receivables and the Collateral;

(C) Seller shall (i) pay all of its normal gross payroll for employees, and all federal and state taxes, as and when due, including without limitation all payroll and withholding taxes and state sales taxes; (ii) deliver at any time and from time to time at Buyer's request, evidence satisfactory to Buyer that all such amounts have been paid to the proper taxing authorities; and (iii) if requested by Buyer, pay its payroll and related taxes through a bank or an independent payroll service acceptable to Buyer.

(D) Seller has not, as of the time Seller delivers to Buyer an Invoice Transmittal, or as of the time Seller accepts any Advance from Buyer, filed a voluntary petition for relief under the United States Bankruptcy Code or had filed against it an involuntary petition for relief;

(E) If Seller owns, holds or has any interest in, any copyrights (whether registered, or unregistered), patents or trademarks, and licenses of any of the foregoing, such interest has been disclosed to Buyer and is specifically listed and identified on a schedule to this Agreement, and Seller shall immediately notify Buyer if Seller hereafter obtains any interest in any additional copyrights, patents, trademarks or licenses that are significant in value or are material to the conduct of its business; and

(F) Seller shall provide Buyer with a Compliance Certificate (i) on a quarterly basis to be received by Buyer no later than the fifth calendar day following each calendar quarter, and; (ii) on a more frequent or other basis if and as requested by Buyer.

7. ADJUSTMENTS. In the event of a breach of any of the representations, warranties, or covenants set forth in Section 6.1, or in the event any Adjustment or dispute is asserted by any Account Debtor, Seller shall promptly advise Buyer and shall, subject to the Buyer's approval, resolve such disputes and advise Buyer of any adjustments. Unless the disputed Purchased Receivable is repurchased by Seller and the full Repurchase Amount is paid, Buyer shall remain the absolute owner of any Purchased Receivable which is subject to Adjustment or repurchase under Section 4.2 hereof, and any rejected, returned, or recovered personal property, with the right to take possession thereof at any time. If such possession is not taken by Buyer, Seller is to resell it for Buyer's account at Seller's expense with the proceeds made payable to Buyer. While Seller retains possession of said returned goods, Seller shall segregate said goods and mark them "property of Silicon Valley Financial Services."

8. SECURITY INTEREST. To secure the prompt payment and performance to Buyer of all of the Obligations, Seller hereby grants to Buyer a continuing lien upon and security interest in all of Seller's now existing or hereafter arising rights and interest in the following , whether now owned or existing or hereafter created, acquired, or arising, and wherever located (collectively, the "Collateral"):

(A) All accounts, receivables, contract rights, chattel paper, instruments, documents, investment property, letters of credit, bankers acceptances, drafts, checks, cash, securities, and general intangibles (including, without limitation, all claims, causes of action, deposit accounts, guaranties, rights in and claims under insurance policies (including rights to premium refunds), rights to tax refunds, copyrights, patents, trademarks, rights in and under license agreements, and all other intellectual property);

(B) All inventory, including Seller's rights to any returned or rejected goods, with respect to which Buyer shall have all the rights of any unpaid seller, including the rights of replevin, claim and delivery, reclamation, and stoppage in transit;

(C) All monies, refunds and other amounts due Seller, including, without limitation, amounts due Seller under this Agreement (including Seller's right of offset and recoupment);

(D) All equipment, machinery, furniture, furnishings, fixtures, tools, supplies and motor vehicles;

(E) All farm products, crops, timber, minerals and the like (including oil and gas);

(F) All accessions to, substitutions for, and replacements of, all of the foregoing;

(G) All books and records pertaining to all of the foregoing; and

(H) All proceeds of the foregoing, whether due to voluntary or involuntary disposition, including insurance proceeds.

Seller is not authorized to sell, assign, transfer or otherwise convey any Collateral without Buyer's prior written consent, except for the sale of finished inventory in the Seller's usual course of business. Seller agrees to sign UCC financing statements, in a form acceptable to Buyer, and any other instruments and documents requested by Buyer to evidence, perfect, or protect the interests of Buyer in the Collateral. Seller agrees to deliver to Buyer the originals of all instruments, chattel paper and documents evidencing or related to Purchased Receivables and Collateral.

9. DEFAULT. The occurrence of any one or more of the following shall constitute an Event of Default hereunder.

(A) Seller fails to pay any amount owed to Buyer as and when due;

(B) There shall be commenced by or against Seller any voluntary or involuntary case under the United States Bankruptcy Code, or any assignment for the benefit of creditors, or appointment of a receiver or custodian for any of its assets;

(C) Seller shall become insolvent in that its debts are greater than the fair value of its assets, or Seller is generally not paying its debts as they become due or is left with unreasonably small capital;
(D) Any involuntary lien, garnishment, attachment or the like is issued against or attaches to the Purchased Receivables or any Collateral;
(E) Seller shall breach any covenant, agreement, warranty, or representation set forth herein, and the same is not cured to Buyer's satisfaction within ten (10) days after Buyer has given Seller oral or written notice thereof; provided, that if such breach is incapable of being cured it shall constitute an immediate default hereunder;
(F) Seller is not in compliance with, or otherwise is in default under, any term of any document, instrument or agreement evidencing a debt, obligation or liability of any kind or character of Seller, now or hereafter existing, in favor of Buyer or any division or affiliate of Silicon Valley Bank, regardless of whether such debt, obligation or liability is direct or indirect, primary or secondary, joint, several or joint and several, or fixed or contingent, together with any and all renewals and extensions of such debts, obligations and liabilities, or any part thereof;
(G) An event of default shall occur under any guaranty executed by any guarantor of the Obligations of Seller to Buyer under this Agreement, or any material provision of any such guaranty shall for any reason cease to be valid or enforceable or any such guaranty shall be repudiated or terminated, including by operation of law;
(H) A default or event of default shall occur under any agreement between Seller and any creditor of Seller that has entered into a subordination agreement with Buyer; or
(I) Any creditor that has entered into a subordination agreement with Buyer shall breach any of the terms of or not comply with such subordination agreement.

10. REMEDIES UPON DEFAULT. Upon the occurrence of an Event of Default, (1) without implying any obligation to buy receivables, Buyer may cease buying receivables or extending any financial accommodations to Seller; (2) all or a portion of the Obligations shall be, at the option of and upon demand by Buyer, or with respect to an Event of Default described in Section 9(B), automatically and without notice or demand, due and payable in full; and (3) Buyer shall have and may exercise all the rights and remedies under this Agreement and under applicable law, including the rights and remedies of a secured party under the California Uniform Commercial Code, all the power of attorney rights described in Section 5 with respect to all Collateral,

and the right to collect, dispose of, sell, lease, use, and realize upon all Purchased Receivables and all Collateral in any commercial reasonable manner. Seller and Buyer agree that any notice of sale required to be given to Seller shall be deemed to be reasonable if given five (5) days prior to the date on or after which the sale may be held. In the event that the Obligations are accelerated hereunder, Seller shall repurchase all of the Purchased Receivables as set forth in Section 4.4.

11. ACCRUAL OF INTEREST. If any amount owed by Seller hereunder is not paid when due, including, without limitation, amounts due under Section 3.5, Repurchase Amounts, amounts due under Section 12, and any other Obligations, such amounts shall bear interest at a per annum rate equal to the per annum rate of the Finance Charges until the earlier of (i) payment in good funds or (ii) entry of a final judgment thereof, at which time the principal amount of any money judgment remaining unsatisfied shall accrue interest at the highest rate allowed by applicable law.

12. FEES, COSTS AND EXPENSES; INDEMNIFICATION. THE SELLER WILL PAY TO BUYER IMMEDIATELY ON DEMAND ALL FEES, COSTS AND EXPENSES (INCLUDING FEES OF ATTORNEYS AND PROFESSIONALS AND THEIR COSTS AND EXPENSES) THAT BUYER INCURS OR MAY IMPOSE IN CONNECTION WITH ANY OF THE FOLLOWING: (a) PREPARING, NEGOTIATING, ADMINISTERING, AND ENFORCING THIS AGREEMENT OR ANY OTHER AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY AMENDMENTS, WAIVERS OR CONSENTS, (b) ANY LITIGATION OR DISPUTE (WHETHER INSTITUTED BY BUYER, SELLER OR ANY OTHER PERSON) ABOUT THE PURCHASED RECEIVABLES, THE COLLATERAL, THIS AGREEMENT OR ANY OTHER AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, (c) ENFORCING ANY RIGHTS AGAINST SELLER OR ANY GUARANTOR, OR ANY ACCOUNT DEBTOR, (d) PROTECTING OR ENFORCING ITS INTEREST IN THE PURCHASED RECEIVABLES OR THE COLLATERAL, (e) COLLECTING THE PURCHASED RECEIVABLES AND THE OBLIGATIONS, AND (f) THE REPRESENTATION OF BUYER IN CONNECTION WITH ANY BANKRUPTCY CASE OR INSOLVENCY PROCEEDING INVOLVING SELLER, ANY PURCHASED RECEIVABLE, THE COLLATERAL, ANY ACCOUNT DEBTOR, OR ANY GUARANTOR. SELLER SHALL INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, COSTS, EXPENSES, AND LIABILITIES OF ANY NATURE WHATSOEVER ARISING IN CONNECTION WITH ANY OF THE FOREGOING.

13. SEVERABILITY, WAIVER, AND CHOICE OF LAW. In the event that any provision of this Agreement is deemed invalid by reason of law, this Agreement will be construed as not containing such provision and the remainder of the Agreement shall remain in full force and effect. Buyer retains all of its rights, even if it makes an Advance after a default. If Buyer waives a default, it may enforce a later default. Any consent or waiver under, or amendment of, this Agreement must be in writing. Nothing contained herein, or any action taken or not taken by Buyer at any time, shall be construed at any time to be indicative of any obligation or willingness on the part of Buyer to amend this Agreement or to grant to Seller any waivers or consents. This Agreement has been transmitted by Seller to Buyer at Buyer's office in the State of California and has been executed and accepted by Buyer in the State of California.

THIS AGREEMENT IS GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

Notwithstanding the choice of law Buyer and Seller agree that if this agreement is ever deemed to be subject to Texas law, the transaction governed by this Agreement is an "account purchase transaction" as defined in Article 5069-1.14 of Vernon's Annotated Texas Statutes and the discount provided in Section 2.2 and all fees and charges under the terms of this Agreement are not and shall not be deeemed to be compensation contracted for, charged or received by Buyer for the use, forbearance or detention of money.

14. ACCOUNT COLLECTION SERVICES. Certain Account Debtors may require or prefer that all of Seller's receivables be paid to the same address and/or party, or Seller and Buyer may agree that all receivables with respect to certain Account Debtors be paid to one party. In such event Buyer and Seller may agree that Buyer shall collect all receivables whether owned by Seller or Buyer and (provided that there does not then exist an Event of Default or event that with notice, lapse or time or otherwise would constitute an Event of Default, and subject to Buyer's rights in the Collateral) Buyer agrees to remit to Seller the amount of the receivables collections it receives with respect to receivables other than Purchased Receivables. It is understood and agreed by Seller that this Section does not impose any affirmative duty on Buyer to do any act other than to turn over such amounts. All such receivables and collections are Collateral and in the event of Seller's default hereunder, Buyer shall have no duty to remit collections of Collateral and may apply such collections to the obligations hereunder and Buyer shall have the rights of a secured party under the California Uniform Commercial Code.

15. NOTICES. All notices shall be given to Buyer and Seller at the addresses or faxes set forth on the first page of this Agreement and shall be deemed to have been delivered and received: (a) if mailed, three (3) calendar days after deposited in the United States mail, first class, postage pre-paid, (b) one (1) calendar day after deposit with an overnight mail or messenger service; or (c) on the same date of confirmed transmission if sent by hand delivery, telecopy, telefax or telex.

16. ARBITRATION. AT THE REQUEST AT ANY TIME OF EITHER PARTY, ANY CONTROVERSIES CONCERNING THIS AGREEMENT WILL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE UNITED STATES ARBITRATION ACT, AND UNDER THE COMMERCIAL ARBITRATION RULES AND ADMINISTRATION OF THE AMERICAN ARBITRATION ASSOCIATION. THE UNITED STATES

ARBITRATION ACT WILL SUPPLEMENT CALIFORNIA LAW, AS APPROPRIATE, EVEN THOUGH THIS AGREEMENT PROVIDES THAT IT IS OTHERWISE GOVERNED BY CALIFORNIA LAW.

17. TERM AND TERMINATION. The term of this Agreement shall be for one (1) year from the date hereof, and from year to year thereafter unless terminated in writing by Buyer or Seller. Seller and Buyer shall each have the right to terminate this Agreement at any time. Notwithstanding the foregoing, any termination of this Agreement shall not affect Buyer's security interest in the Collateral and Buyer's ownership of the Purchased Receivables, and this Agreement shall continue to be effective, and Buyer's rights and remedies hereunder shall survive such termination, until all transactions entered into and Obligations incurred hereunder or in connection herewith have been completed and satisfied in full.

18. TITLES AND SECTION HEADINGS. The titles and section headings used herein are for convenience only and shall not be used in interpreting this Agreement.

19. OTHER AGREEMENTS. The terms and provisions of this Agreement shall not adversely affect the rights of Buyer or any other division or affiliate of Silicon Valley Bank under any other document, instrument or agreement. The terms of such other documents, instruments and agreements shall remain in full force and effect notwithstanding the execution of this Agreement. In the event of a conflict between any provision of this Agreement and any provision of any other document, instrument or agreement between Seller on the one hand, and Buyer or any other division or affiliate of Silicon Valley Bank on the other hand, Buyer shall determine in its sole discretion which provision shall apply. Seller acknowledges specifically that any security agreements, liens and/or security interests currently securing payment of any obligations of Seller owing to Buyer or any other division or affiliate of Silicon Valley Bank also secure Seller's obligations under this Agreement, and are valid and subsisting and are not adversely affected by execution of this Agreement. Seller further acknowledges that (a) any collateral under other outstanding security agreements or other documents between Seller and Buyer or any other division or affiliate of Silicon Valley Bank secures the obligations of Seller under this Agreement and (b) a default by Seller under this Agreement constitutes a default under other outstanding agreements between Seller and Buyer or any other division or affiliate of Silicon Valley Bank.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement on the day and year above written.

SELLER: PERFICIENT, INC.

By Bryan Menell

Title President

BUYER: SILICON VALLEY FINANCIAL SERVICES
A division of Silicon Valley Bank

By Doug Mangum

Title Senior Vice President

Consent of Independent Auditors

We consent to the reference to our firm under the caption "Experts" and to the use of our reports dated May 3, 1999 in the Registration Statement (Form SB-2 No. 333-78337) and the related Prospectus of Perficient, Inc. for the registration of 1,000,000 shares of its common stock.

/s/ Ernst & Young LLP

Austin, Texas
June 28, 1999