UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

☑	**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
	For the quarterly period ended June 30, 2006

OR

o	**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
	For the transition period from __________ to __________

Commission file number: 001-15169

PERFICIENT, INC.

(Exact name of registrant as specified in its charter)

Delaware	**No. 74-2853258**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

1120 South Capital of Texas Highway, Building 3, Suite 220
Austin, Texas 78746
(Address of principal executive offices)
(512) 531-6000
(Registrant's telephone number, including area code)

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of “accelerated filer” and “large accelerated filer” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer ☑	Non-accelerated filer o

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

As of August 1, 2006, there were 26,143,248 shares of Common Stock outstanding.

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

Perficient, Inc.
Condensed Consolidated Balance Sheets
(unaudited)

	December 31, 2005	June 30, 2006
ASSETS		
Current assets:		
Cash and cash equivalents	$ 5,096,409	$ 1,595,470
Accounts receivable, net	23,250,679	33,867,428
Other current assets	2,416,782	1,752,614
Total current assets	30,763,870	37,215,512
Property and equipment, net	960,136	1,344,497
Goodwill	46,263,346	63,866,917
Intangible assets, net	5,768,479	9,752,610
Other non-current assets	1,179,070	1,026,441
Total assets	$ 84,934,901	$ 113,205,977
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 3,773,614	$ 2,746,630
Note payable and current portion of long-term debt	1,337,514	1,385,242
Other current liabilities	8,330,809	13,469,308
Current portion of note payable to related parties	243,847	—
Total current liabilities	13,685,784	17,601,180
Long-term borrowings, net of current portion	5,338,501	6,633,739
Deferred taxes	—	1,544,411
Total liabilities	19,024,285	25,779,330
Stockholders' equity:		
Common stock	23,295	25,010
Additional paid-in capital	115,120,099	132,681,610
Accumulated other comprehensive loss	(87,496)	(94,347)
Accumulated deficit	(49,145,282)	(45,185,626)
Total stockholders' equity	65,910,616	87,426,647
Total liabilities and stockholders' equity	$ 84,934,901	$ 113,205,977

See accompanying notes to interim unaudited condensed consolidated financial statements.

Perficient, Inc.
Condensed Consolidated Statements of Operations
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2006	2005	2006
Revenue				
Services	$ 19,233,997	$ 32,751,387	$ 36,891,098	$ 58,357,730
Software	1,393,302	2,586,688	2,800,158	5,268,740
Reimbursable expenses	1,033,485	2,172,049	1,693,678	3,527,647
Total revenue	21,660,784	37,510,124	41,384,934	67,154,117
Cost of revenue (exclusive of depreciation shown separately below)				
Project personnel costs	11,626,782	19,455,802	22,547,278	35,721,392
Software costs	1,198,393	2,137,582	2,377,933	4,425,626
Reimbursable expenses	1,033,485	2,172,049	1,693,678	3,527,647
Other project related expenses	519,010	566,983	762,683	1,014,126
Total cost of revenue	14,377,670	24,332,416	27,381,572	44,688,791
Gross margin	7,283,114	13,177,708	14,003,362	22,465,326
Selling, general and administrative	4,090,638	8,236,838	7,824,821	13,874,786
Depreciation	132,885	215,393	310,221	383,110
Amortization of intangibles	303,763	698,657	580,639	1,123,548
Total operating expense	4,527,286	9,150,888	8,715,681	15,381,444
Income from operations	2,755,828	4,026,820	5,287,681	7,083,882
Interest income	6,256	29,497	7,919	31,093
Interest expense	(121,264)	(161,910)	(233,768)	(246,170)
Other	9,292	5,557	8,129	64,717
Income before income taxes	2,650,112	3,899,964	5,069,961	6,933,522
Provision for income taxes	1,023,301	1,644,951	1,954,847	2,973,866
Net income	$ 1,626,811	$ 2,255,013	$ 3,115,114	$ 3,959,656
Basic net income per share	$ 0.08	$ 0.09	$ 0.15	$ 0.17
Diluted net income per share	$ 0.07	$ 0.08	$ 0.13	$ 0.15
Shares used in computing basic net income per share	21,529,502	24,418,305	21,345,581	23,977,919
Shares used in computing diluted net income per share	24,794,723	27,227,450	24,799,587	26,705,422

See accompanying notes to interim unaudited condensed consolidated financial statements.

Perficient, Inc.
Condensed Consolidated Statement of Stockholders' Equity
Six Months Ended June 30, 2006
(unaudited)

	Common Stock Shares	Common Stock Amount	Common Stock Warrants	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
Balance at December 31, 2005	**23,294,509**	**$ 23,295**	**$ 363,357**	**$ 114,756,742**	**$ (87,496)**	**$ (49,145,282)**	**$ 65,910,616**
Warrants exercised	10,000	10	(24,300)	70,690	—	—	46,400
Stock options exercised	369,296	369	—	646,365	—	—	646,734
Purchases of stock from Employee Stock Purchase Plan	1,713	2	—	18,892		—	18,894
Tax benefit of stock option exercises	—	—	—	894,919	—	—	894,919
Stock compensation	—	—	—	724,070	—	—	724,070
Foreign currency translation adjustment	—	—	—	—	(10,443)	—	(10,443)
Net income	—	—	—	—	—	1,704,643	1,704,643
Total comprehensive income							1,694,200
Balance at March 31, 2006	**23,675,518**	**$ 23,676**	**$ 339,057**	**$ 117,111,678**	**$ (97,939)**	**$ (47,440,639)**	**$ 69,935,833**
Bay Street acquisition	464,569	465	—	5,655,577	—	—	5,656,042
Insolexen acquisition	522,944	523	—	7,174,282	—	—	7,174,805
Warrants exercised	84,756	85	(311,040)	310,956	—	—	1
Stock options exercised	258,324	258	—	971,459	—	—	971,717
Purchases of stock from Employee Stock Purchase Plan	1,230	1	—	14,442	—	—	14,443
Tax benefit of stock option exercises	—	—	—	669,753	—	—	669,753
Stock compensation	—	—	—	745,448	—	—	745,448
Vested stock compensation	2,544	2	—	(2)	—	—	—
Foreign currency translation adjustment	—	—	—	—	3,592	—	3,592
Net income	—	—	—	—	—	2,255,013	2,255,013
Total comprehensive income	—	—	—	—	—	—	2,258,605
Balance at June 30, 2006	**25,009,885**	**$ 25,010**	**$ 28,017**	**$ 132,653,593**	**$ (94,347)**	**$ (45,185,626)**	**$ 87,426,647**

See accompanying notes to interim unaudited condensed consolidated financial statements.

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

	Six Months Ended June 30,	
	2005	2006
OPERATING ACTIVITIES		
Net income	$ 3,115,114	$ 3,959,656
Adjustments to reconcile net income to net cash provided by (used in) operations:		
Depreciation	310,221	383,110
Amortization of intangibles	580,639	1,123,548
Non-cash stock compensation	118,312	1,469,518
Non-cash interest expense	14,773	6,153
Tax benefit on stock options	—	232,086
Changes in operating assets and liabilities:		
Accounts receivable	(729,463)	(4,611,850)
Other assets	(356,783)	1,715,567
Accounts payable	(5,312,236)	(1,030,188)
Other liabilities	(792,841)	(2,734,866)
Net cash provided by (used in) operating activities	(3,052,264)	512,734
INVESTING ACTIVITIES		
Purchase of property and equipment	(335,000)	(697,727)
Purchase of businesses, net of cash acquired	(4,779,641)	(7,427,517)
Payments on Javelin Notes	(250,000)	(250,000)
Net cash used in investing activities	(5,364,641)	(8,375,244)
FINANCING ACTIVITIES		
Proceeds from long-term borrowings	8,000,000	10,000,000
Payments on long-term borrowings	(2,000,000)	(8,000,000)
Payments on long-term debt	(500,918)	(657,034)
Deferred offering costs	(792,170)	—
Tax benefit on stock options	850,096	1,332,586
Proceeds from exercise of stock options	902,166	1,618,451
Proceeds from exercise of warrants	107,143	46,401
Proceeds from stock sales under the Employee Stock Purchase Plan	—	33,337
Net cash provided by financing activities	6,566,317	4,373,741
Effect of exchange rate on cash and cash equivalents	(25,361)	(12,170)
Change in cash and cash equivalents	(1,875,949)	(3,500,939)
Cash and cash equivalents at beginning of period	3,905,460	5,096,409
Cash and cash equivalents at end of period	$ 2,029,511	$ 1,595,470
Supplemental disclosures:		
Interest paid	$ 191,548	$ 214,982
Cash paid for income taxes	$ 869,575	$ 1,572,448
Non cash activities:		
Stock issued for Purchase of Business	$ 4,516,334	$ 12,830,847
Change in goodwill	$ 661,131	$ 576,562

See accompanying notes to interim unaudited condensed consolidated financial statements.

1. Basis of Presentation

The accompanying unaudited interim condensed consolidated financial statements of Perficient, Inc. (the "Company"), have been prepared in accordance with accounting principles generally accepted in the United States and are presented in accordance with the rules and regulations of the Securities and Exchange Commission applicable to interim financial information. Accordingly, certain footnote disclosures have been condensed or omitted. In the opinion of management, the unaudited interim condensed consolidated financial statements reflect all adjustments (consisting of only normal recurring adjustments) necessary for a fair presentation of the Company's financial position, results of operations and cash flows for the periods presented. These financial statements should be read in conjunction with the Company's consolidated financial statements and notes thereto filed with the Securities and Exchange Commission in the Company's annual report on Form 10-K for the year ended December 31, 2005, as amended. Operating results for the three months and six months ended June 30, 2006 may not be indicative of the results for the full fiscal year ending December 31, 2006. Certain prior year balances have been reclassified to conform to current period presentation.

2. Summary of Significant Accounting Policies

Stock-Based Compensation

In December 2004, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards ("SFAS") No. 123 (revised 2004), *Share-Based Payment*, ("SFAS No. 123R"). This Statement requires, effective January 1, 2006, that the costs of employee share-based payments be measured at fair value on the awards' grant date and recognized in the financial statements over the requisite service period.

Prior to January 1, 2006, the Company accounted for share-based compensation using the intrinsic value method prescribed by Accounting Principles Board Opinion No. 25, *Accounting for Stock Issued to Employees*, and related interpretations and elected the disclosure option of SFAS No. 123 as amended by SFAS No. 148, *Accounting for Stock-Based Compensation--Transition and Disclosure*. SFAS No. 123 required that companies either recognize compensation expense for grants of stock, stock options and other equity instruments based on fair value, or provide pro forma disclosure of net income and earnings per share in the notes to the financial statements. Accordingly, the Company measured compensation expense for stock options as the excess, if any, of the estimated fair market value of the Company's stock at the date of grant over the exercise price. The Company has elected to provide pro forma effects of this measurement in a footnote to its financial statements. Effective January 1, 2006, the Company adopted the provisions of SFAS No. 123R using the modified prospective application transition method (see Note 3).

Revenue Recognition

Revenues are primarily derived from professional services provided on a time and materials basis. For time and material contracts, revenue is recognized and billed by multiplying the number of hours expended in the performance of the contract by the established billing rates. For fixed fee projects, revenue is generally recognized using the proportionate performance method based on the ratio of hours expended to total estimated hours. Provisions for estimated losses on uncompleted contracts are made on a contract-by-contract basis and are recognized in the period in which such losses are determined. Billings in excess of costs plus earnings are classified as deferred revenues. On many projects the Company is also reimbursed for out-of-pocket expenses such as airfare, lodging and meals. These reimbursements are included as a component of revenue in accordance with the Financial Accounting Standards Board's Emerging Issues Task Force ("EITF") 01-14, *Income Statement Characterization of Reimbursements Received for "Out-of-Pocket" Expenses Incurred*. In accordance with EITF 99-19, *Reporting Revenue Gross as a Principal versus Net as an Agent*, revenue from software sales is recorded on a gross basis based on the Company's role as principal in the transaction. Under EITF 99-19, the Company will be considered a "principal", if the Company is the primary obligor and bears the associated credit risk in the transaction. In the event the Company does not meet the requirements to be considered a principal in the software sale transaction and acts as an agent, the revenue would be recorded on a net basis.

We also recognize revenue in accordance with Statement of Position ("SOP") 97-2, *Software Revenue Recognition*, as amended by SOP 98-4 and SOP 98-9, and Securities and Exchange Commission Staff Accounting Bulletin ("SAB") 101, *Revenue Recognition in Financial Statements* as revised by SAB 104. Revenue is recognized when the following criteria are met: (1) persuasive evidence of the customer arrangement exists, (2) fees are fixed and determinable, (3) acceptance has occurred, and (4) collectibility is deemed probable. We determine the fair value of each element in the arrangement based on vendor-specific objective evidence ("VSOE") of fair value. VSOE of fair value is based upon the normal pricing and discounting practices for those products and services when sold separately. We follow very specific and detailed guidelines, discussed above, in determining revenues; however, certain judgments and estimates are made and used to determine revenue recognized in any accounting period. Material differences may result in the amount and timing of revenue recognized for any period if different conditions were to prevail. For example, in determining whether collection is probable, we assess our customers' ability and intent to pay. Our actual experience with respect to collections could differ from our initial assessment if, for instance, unforeseen declines in the overall economy occur and negatively impact our customers' financial condition.

Revenue from internally developed software which is allocated to maintenance and support is recognized ratably over the maintenance term (typically one year).

Revenue allocated to training and consulting service elements is recognized as the services are performed. Our consulting services are not essential to the functionality of our products as such services are available from other vendors.

Intangible Assets

In a business combination, goodwill represents the excess purchase price over the fair value of net assets acquired, or net liabilities assumed. On January 1, 2002, the Company adopted SFAS No. 142, *Goodwill and Other Intangible Assets*, and no longer amortizes its goodwill. In accordance with SFAS No. 142, the Company performs an annual impairment test of goodwill. The Company evaluates goodwill at the enterprise level as of October 1 each year or more frequently if events or changes in circumstances indicate that goodwill might be impaired. As required by SFAS No.142, the impairment test is accomplished using a two-stepped approach. The first step screens for impairment and, when impairment is indicated, a second step is employed to measure the impairment. The Company also reviews other factors to determine the likelihood of impairment. No impairment was indicated using data as of October 1, 2005, and as of June 30, 2006, there were no events or changes in circumstances which would indicate that goodwill might be impaired.

Other intangible assets, including amounts allocated to customer relationships, customer backlog, non-compete arrangements and internally developed software, are being amortized over the assets' estimated useful lives using the straight-line method. Estimated useful lives range from four months to eight years. Amortization of customer relationships, customer backlog, non-compete arrangements and internally developed software are considered operating expenses and are included in “Amortization of intangible assets” in the accompanying condensed consolidated statements of operations. The Company periodically reviews the estimated useful lives of its identifiable intangible assets, taking into consideration any events or circumstances that might result in a lack of recoverability or revised useful life.

Use of Estimates

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

3. Stock-Based Compensation

Effective January 1, 2006, the Company adopted the provisions of SFAS No. 123R using the modified prospective application transition method. Under this method, compensation cost for the portion of awards for which the requisite service has not yet been rendered that are outstanding as of the adoption date is recognized over the remaining service period. The compensation cost for that portion of awards is based on the grant-date fair value of those awards as calculated for pro forma disclosures under SFAS No. 123, as originally issued. All new awards and awards that are modified, repurchased, or cancelled after the adoption date are accounted for under the provisions of SFAS No. 123R. Prior periods have not been restated under this transition method. The Company recognizes share-based compensation ratably using the straight-line attribution method over the requisite service period. In addition, pursuant to SFAS No. 123R, the Company is required to estimate the amount of expected forfeitures when calculating share-based compensation, instead of accounting for forfeitures as they occur, which was the Company's practice prior to the adoption of SFAS No. 123R.

Total share-based compensation cost recognized for the three months ended June 30, 2006 and 2005 was approximately $746,000 and $59,000, and the associated current and future income tax benefits recognized for the three months ended June 30, 2006 and 2005 were approximately $187,000 and $23,000. For the six months ended June 30, 2006 and 2005, total share-based compensation cost recognized was approximately $1.5 million and $118,000, and the associated current and future income tax benefits recognized were approximately $329,000 and $46,000. As of June 30, 2006, there was $8.8 million of total unrecognized compensation cost related to non-vested share-based awards. This cost is expected to be recognized over a weighted-average period of 2.5 years.

The following table details the effect on net income and earnings per share for the three months and six months ended June 30, 2005 had compensation expense for the stock plans been recorded based on the fair value method under SFAS No. 123.

	Three Months Ended June 30, 2005	Six Months Ended June 30, 2005
Net income — as reported	$ 1,626,811	$ 3,115,114
Total stock-based compensation costs, net of tax, included in the determination of net income as reported	36,322	72,704
The stock-based employee compensation cost, net of tax, that would have been included in the determination of net income if the fair value based method had been applied to all awards	(576,780)	(1,055,067)
Pro forma net income available to common stockholders	$ 1,086,353	$ 2,132,751
Earnings per share:		
Basic — as reported	$ 0.08	$ 0.15
Basic — pro forma	$ 0.05	$ 0.10
Diluted — as reported	$ 0.07	$ 0.13
Diluted — pro forma	$ 0.05	$ 0.09

Equity Incentive Plans

The Company did not grant any stock option awards during the six months ended June 30, 2006. The fair value of options granted during the six months ended June 30, 2005 was calculated at the date of grant using the Black-Scholes pricing model with the following weighted-average assumptions: risk free interest rate of 3.61%; dividend yield of 0%; weighted-average expected life of options of 5 years; and a volatility factor of 1.384.

Stock option activity for the six months ended June 30, 2006 was as follows:

	Shares	Range of Exercise Prices	Weighted-Average Exercise Price
Options outstanding at January 1, 2006	5,268,310	$0.02 - $ 16.94	$ 3.53
Options granted	—	—	—
Options exercised	(627,620)	$0.03 - $ 11.25	$ 2.58
Options canceled	(19,983)	$1.01 - $ 7.48	$ 6.68
Options outstanding at June 30, 2006	4,620,707	$0.02 - $ 16.94	$ 3.64
Options vested at June 30, 2006	3,026,440	$0.02 - $ 16.94	$ 3.09

Restricted stock activity for the six months ended June 30, 2006 was as follows:

	Shares	Weighted-Average Grant Date Fair Value
Restricted stock awards outstanding at January 1, 2006	613,627	$ 7.69
Awards granted	9,500	$ 10.18
Awards released	(2,544)	$ 6.83
Awards canceled	(12,546)	$ 8.01
Restricted stock awards outstanding at June 30, 2006	608,037	$ 7.72

4. Warrants

The following table summarizes information regarding warrants outstanding and exercisable as of June 30, 2006:

Warrants Outstanding and Exercisable	
Exercise Price	**Warrants**
$1.98	59,075
$1.98	**59,075**

5. Net Income Per Share

The following table presents the calculation of basic and diluted net income per share:

	Three months ending June 30,		Six months ending June 30,	
	2005	2006	2005	2006
Net income	$ 1,626,811	$ 2,255,013	$ 3,115,114	$ 3,959,656
Basic:				
Weighted-average shares of common stock outstanding	20,279,460	23,168,263	20,223,632	22,727,877
Weighted-average shares of common stock outstanding subject to contingency (i.e. restricted stock)	1,250,042	1,250,042	1,121,949	1,250,042
Shares used in computing basic net income per share	21,529,502	24,418,305	21,345,581	23,977,919
Effect of dilutive securities:				
Stock options	3,125,957	2,533,096	3,305,617	2,501,638
Warrants	139,264	117,468	148,389	121,278
Restricted stock subject to vesting	—	188,049	—	161,815
Tax benefit shares from stock option exercises	—	(29,468)	—	(57,228)
Shares used in computing diluted net income per share	24,794,723	27,227,450	24,799,587	26,705,422
Basic net income per share	$ 0.08	$ 0.09	$ 0.15	$ 0.17
Diluted net income per share	$ 0.07	$ 0.08	$ 0.13	$ 0.15

6. Commitments and Contingencies

The Company leases its office facilities and certain equipment under various operating lease agreements. The Company has the option to extend the term of certain of its office facilities leases. Future minimum commitments under these lease agreements are as follows:

	Operating Leases
2006 remaining	$ 639,445
2007	1,221,555
2008	1,033,668
2009	935,272
2010	691,651
Thereafter	392,273
Total minimum lease payments	$ 4,913,864

The Company is required to maintain a letter of credit for $200,000 with Silicon Valley Bank to serve as collateral for an office space lease. This letter of credit with Silicon Valley Bank reduces the borrowings available under the Company's line of credit with Silicon Valley Bank. This letter of credit will remain in effect through October 2009.

7. Balance Sheet Components

The components of accounts receivable are as follows:

	December 31, 2005	June 30, 2006
Accounts receivable	$ 17,013,131	$ 21,594,472
Unbilled revenue	6,580,786	12,487,768
Allowance for doubtful accounts	(343,238)	(214,812)
Total	$ 23,250,679	$ 33,867,428

The components of other current assets are as follows:

	December 31, 2005	June 30, 2006
Income tax receivable	$ 1,367,246	$ —
Other current assets	1,049,536	1,752,614
Total	$ 2,416,782	$ 1,752,614

The components of other current liabilities are as follows:

	December 31, 2005	June 30, 2006
Accrued bonuses	$ 3,524,847	$ 5,306,040
Accrued subcontractor fees	1,841,955	1,834,567
Deferred revenue	1,084,129	1,053,445
Other payroll liabilities	502,983	655,194
Sales and use taxes	149,442	160,040
Accrued income taxes	25,265	586,048
Accrued acquisition costs	—	1,563,117
Other accrued expenses	1,202,188	2,310,857
Total	$ 8,330,809	$ 13,469,308

Property and equipment consist of the following:

	December 31, 2005	June 30, 2006
Computer Hardware & Software	$ 3,181,823	$ 4,227,320
Furniture & Fixtures	781,265	473,714
Leasehold Improvements	149,892	185,687
Gross Property & Equipment	4,112,980	4,886,721
Less: Accumulated Depreciation	(3,152,844)	(3,542,224)
Total	$ 960,136	$ 1,344,497

8. Comprehensive Income

The components of comprehensive income are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2006	2005	2006
Net income	$ 1,626,811	$ 2,255,013	$ 3,115,114	$ 3,959,656
Foreign currency translation adjustments	(8,735)	3,592	(29,535)	(6,851)
Total comprehensive net income	$ 1,618,076	$ 2,258,605	$ 3,085,579	$ 3,952,805

9. Business Combinations

Acquisition of iPath Solutions, Ltd.

On June 10, 2005, the Company consummated the acquisition of iPath Solutions, Ltd. (“iPath”), a privately held technology consulting company, for total purchase consideration of approximately $9.9 million, representing a net purchase price of approximately $8.2 million net of tangible assets and liabilities acquired. This total purchase consideration consists of $3.9 million in cash, $900,000 of liabilities repaid on behalf of iPath, transaction costs of approximately $600,000, and 623,803 shares of the Company's common stock valued at approximately $7.24 per share (approximately $4.5 million worth of Company's common stock). The total purchase price consideration of $9.9 million, including transaction costs of $600,000, has been allocated to the assets acquired, including identifiable intangible assets, based on their respective fair values at the date of acquisition. Such allocation resulted in goodwill of approximately $7.3 million. Goodwill is assigned at the enterprise level and is expected to be deductible for tax purposes. The purchase price was allocated to intangibles based on management's estimate and an independent appraisal. The results of the iPath operations have been included in the Company's consolidated financial statements since June 10, 2005.

The preliminary purchase price allocation is as follows (in millions):

Intangibles:	
Customer relationships	$ 0.7
Customer backlog	0.2
Non-compete agreements	0.1
Goodwill	7.3
Tangible assets and liabilities acquired:	
Accounts receivable	1.6
Property and equipment	0.1
Accrued expenses	(0.1)
Net assets acquired	$ 9.9

The Company believes that the intangible assets acquired have useful lives of six months to five years.

Acquisition of Vivare, Inc.

On September 2, 2005, the Company consummated the acquisition of Vivare, LP ("Vivare"), a privately held technology consulting company, for total purchase consideration of approximately $9.8 million, representing a net purchase price of approximately $8.0 million net of tangible net assets acquired. This total purchase consideration consists of $4.95 million in cash, transaction costs of approximately $500,000, and 618,500 shares of the Company's common stock valued at approximately $7.03 per share (approximately $4.4 million worth of Company's common stock). The total purchase price consideration of $9.8 million, including transaction costs of $500,000, has been allocated to the assets acquired, including identifiable intangible assets, based on their respective fair values at the date of acquisition. Such allocation resulted in goodwill of approximately $6.8 million. Goodwill is assigned at the enterprise level and is expected to be deductible for tax purposes. The purchase price was allocated to intangibles based on management's estimate and an independent appraisal. Management expects to finalize the purchase price allocation within twelve months of the acquisition date as certain initial accounting estimates are resolved. The results of Vivare operations have been included in the Company's consolidated financial statements since September 2, 2005.

The preliminary purchase price allocation is as follows (in millions):

Intangibles:		
Customer relationships	$	1.0
Customer backlog		0.1
Non-compete agreements		0.1
Goodwill		6.8
Tangible assets acquired:		
Accounts receivable		1.7
Property and equipment		0.1
Net assets acquired	$	9.8

The Company believes that the intangible assets acquired have useful lives of nine months to six years.

Acquisition of Bay Street Solutions, Inc.

On April 7, 2006, the Company consummated the acquisition of Bay Street Solutions, Inc. ("Bay Street"), a national customer relationship management consulting firm, for total consideration of approximately $10.4 million. The total purchase consideration consisted of approximately $4.1 million in cash, transaction costs of approximately $600,000, and 464,569 shares of the Company's common stock valued at approximately $12.18 per share (approximately $5.7 million worth of the Company's common stock). The total purchase price consideration of $10.4 million, including transaction costs of $600,000, has been allocated to the assets acquired, including identifiable intangible assets, based on their respective fair values at the date of acquisition. Such allocation resulted in goodwill of approximately $6.2 million. Goodwill is assigned at the enterprise level and is expected to be deductible for tax purposes. The purchase price was allocated to intangibles based on management's estimate and an independent appraisal. Management expects to finalize the purchase price allocation within twelve months of the acquisition date as certain initial accounting estimates are resolved. The results of the Bay Street's operations have been included in the Company's interim consolidated financial statements since April 7, 2006.

The preliminary purchase price allocation is as follows (in millions):

Intangibles:		
Customer relationships	$	1.6
Customer backlog		0.2
Non-compete agreements		0.1
Goodwill		6.2
Tangible assets acquired:		
Accounts receivable		2.4
Other assets		0.7
Property and equipment		0.1
Accrued expenses		(0.9)
Net assets acquired	$	10.4

The Company believes that the intangible assets acquired have useful lives of four months to six years.

Acquisition of Insolexen, Corp.

On May 31, 2006, the Company consummated the acquisition of Insolexen, Corp. ("Insolexen"), a business integration consulting firm, for total consideration of approximately $15.7 million. The total purchase consideration consisted of approximately $7.8 million in cash, transaction costs of approximately $700,000, and 522,944 shares of the Company's common stock valued at approximately $13.72 per share (approximately $7.2 million worth of the Company's common stock). The total purchase price consideration of $15.7 million, including transaction costs of $700,000, has been allocated to the assets acquired, including identifiable intangible assets, based on their respective fair values at the date of acquisition. Such allocation resulted in goodwill of approximately $10.8 million. Goodwill is assigned at the enterprise level and is expected to be deductible for tax purposes. The purchase price was allocated to intangibles based on management's estimate and an independent appraisal. Management expects to finalize the purchase price allocation within twelve months of the acquisition date as certain initial accounting estimates are resolved. The results of Insolexen's operations have been included in the Company's interim consolidated financial statements since May 31, 2006.

The preliminary purchase price allocation is as follows (in millions):

Intangibles:	
Customer relationships	$ 2.8
Customer backlog	0.4
Non-compete agreements	0.1
Goodwill	10.8
Tangible assets and liabilities acquired:	
Accounts receivable	4.0
Other assets	2.1
Accrued expenses	(4.5)
Net assets acquired	$ 15.7

The Company believes that the intangible assets acquired have useful lives of seven months to six years.

Pro-forma Results of Operations

The following presents the unaudited pro-forma combined results of operations of the Company with Insolexen, Bay Street, iPath and Vivare for the three months and six months ended June 30, 2005 and 2006, after giving effect to certain pro forma adjustments related to the amortization of acquired intangible assets. These unaudited pro-forma results are not necessarily indicative of the actual consolidated results of operations had the acquisitions actually occurred on January 1, 2005 and January 1, 2006 or of future results of operations of the consolidated entities:

	Three Months Ended June 30,		**Six Months Ended June 30,**	
	2005	**2006**	**2005**	**2006**
Revenues	$ 31,258,331	$ 40,639,767	$ 60,054,312	$ 77,404,239
Net Income	2,330,082	1,827,609	4,238,053	950,643
Basic Income per Share	0.10	0.07	0.18	0.04
Diluted Income per Share	0.09	0.07	0.16	0.03

10. Intangible Assets

Intangible Assets with Indefinite Lives

The changes in the carrying amount of Goodwill for the six months ended June 30, 2006 are as follows:

Balance at December 31, 2005	$	46.3 million
Bay Street Acquisition		6.2 million
Insolexen Acquisition		10.8 million
Adjustment to Goodwill related to deferred taxes associated with acquisitions		0.6 million
Balance at June 30, 2006	$	63.9 million

Intangible Assets with Definite Lives
Following is a summary of Company's intangible assets (in thousands) that are subject to amortization:

	December 31, 2005			June 30, 2006		
	Gross Carrying Amounts	Accumulated Amortization	Net Carrying Amounts	Gross Carrying Amounts	Accumulated Amortization	Net Carrying Amounts
Customer relationships	$ 4,820	$ (1,122)	$ 3,698	$ 9,170	$ (1,685)	$ 7,485
Non-compete	2,073	(621)	1,452	2,153	(841)	1,312
Customer backlog	130	(57)	73	620	(196)	424
Internally developed software	599	(54)	545	676	(144)	532
Total	$ 7,622	$ (1,854)	$ 5,768	$ 12,619	$ (2,866)	$ 9,753

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

Customer relationships	5 - 8 years
Non-compete agreements	3 - 5 years
Customer backlog	4 months to 1 year
Internally developed software	5 years

11. Line of Credit and Long Term Debt

On June 29, 2006, the Company entered into an Amended and Restated Loan and Security Agreement with Silicon Valley Bank and KeyBank National Association. The amended agreement increased the total size of the Company's senior bank credit facilities from $28.5 million to $52 million by increasing the accounts receivable line of credit from $15 million to $25 million and increasing the acquisition term line of credit from $13.5 million to $27 million.

The accounts receivable line of credit, which expires in June 2009, provides for a borrowing capacity equal to all eligible accounts receivable, including 80% of unbilled revenue, subject to certain borrowing base calculations as defined in the agreement, but in no event more than $25 million. Borrowings under this line of credit bear interest at the bank's prime rate (8.25% at June 30, 2006). As of June 30, 2006, there was $6 million outstanding under the accounts receivable line of credit and approximately $19 million of available borrowing capacity, excluding approximately $200,000 reserved for an outstanding letter of credit to secure a facility lease.

The Company's $27 million term acquisition line of credit provides an additional source of financing for certain qualified acquisitions. As of June 30, 2006 the balance outstanding under this acquisition line of credit was approximately $2.0 million. Borrowings after June 29, 2006 under this acquisition line of credit bear interest equal to the four year U.S. Treasury note yield plus 3% based on the spot rate on the day the draw is processed (8.088% at June 30, 2006). Borrowings after June 29, 2006 under this acquisition line are repayable in thirty-six equal monthly installments after the initial interest only period which continues through June 29, 2007. Draws under this acquisition line may be made through June 29, 2008. The initial $2.5 million draw, of which $1.1 million remains outstanding, bears interest of 7.1% at June 30, 2006 and the subsequent $1.5 million draw, of which $900,000 remains outstanding, bears interest of 6.9% at June 30, 2006. Both of these initial draws before June 29, 2006 under the acquisition line are repayable in thirty-six equal monthly installments, after the first three months which require payment of accrued interest only, beginning October 21, 2004 and April 20, 2005, respectively. The Company currently has $25 million of available borrowing capacity under this acquisition line of credit.

The Company is required to comply with various financial covenants under the $52 million credit facility. Specifically, the Company is required to maintain a ratio of after tax earnings before interest, depreciation and amortization, and other non-cash charges, including but not limited to stock and stock option compensation expense on trailing three months annualized, to current maturities of long-term debt and capital leases plus interest of at least 1.50 to 1.00, a ratio of cash plus eligible accounts receivable including 80% of unbilled revenue less principal amount of all outstanding advances on accounts receivable line of credit to advances under the term acquisition line of credit of at least 0.75 to 1.00, and a maximum ratio of all outstanding advances under the entire credit facility to earnings before taxes, interest, depreciation, amortization and other non-cash charges, including but not limited to, stock and stock option compensation expense including pro forma adjustments for acquisitions on a trailing twelve month basis of no more than 2.50 to 1.00. As of June 30, 2006, the Company was in compliance with all covenants under this facility. This credit facility is secured by substantially all assets of the Company.

Notes payable to related party at December 31, 2005 consisted of non interest-bearing notes issued to the shareholders of Javelin Solutions, Inc. (“Javelin”) in April 2002 in connection with the Company's acquisition of Javelin. The notes provided for payments totaling $1,500,000, of which none remained outstanding on June 30, 2006. The Company made payments totaling $62,500 in January 2004, $312,500 in April 2004, $250,000 in April 2005, and $250,000 in April 2006. For financial reporting purposes, an imputed interest rate of 7.5% was used to compute the net present value of the note payments. These notes were subordinate to the Company's senior credit facility.

12. Recent Accounting Pronouncements

In June 2006, the FASB issued FASB Interpretation ("FIN") No. 48, *Accounting for Uncertainty in Income Taxes-an interpretation of FASB Statement No. 109* ("FIN 48"). FIN 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. FIN 48 also provides guidance on derecognition, classification, treatment of interest and penalties, and disclosure of such positions. FIN 48 will be applied prospectively and will be effective for fiscal years beginning after December 31, 2006. The Company is currently evaluating the effect, if any, of FIN 48 on the Company's condensed consolidated financial statements.

In June 2006, the Emerging Issues Task Force ("EITF") ratified EITF Issue 06-3, *How Taxes Collected From Customers and Remitted to Governmental Authorities Should Be Presented in the Income Statement (That Is, Gross versus Net Presentation)*. A consensus was reached that entities may adopt a policy of presenting taxes in the income statement on either a gross or net basis. An entity should disclose its policy of presenting taxes and the amount of any taxes presented on a gross basis should be disclosed, if significant. The guidance is effective for periods beginning after December 15, 2006. We present revenues net of taxes. EITF 06-3 will not impact the method for recording these sales taxes in our condensed consolidated financial statements.

In May 2005, the FASB issued Statement No. 154, *Accounting Changes and Error Corrections -- a replacement of APB Opinion No. 20 and FASB Statement No. 3* (“SFAS 154”). SFAS 154 replaces APB Opinion No. 20, *Accounting Changes* and FASB Statement No. 3, *Reporting Accounting Changes in Interim Financial Statements*, and changes the requirements for the accounting for and reporting of a change in accounting principle. SFAS 154 requires restatement of prior period financial statements, unless impracticable, for changes in accounting principle. The retroactive application of a change in accounting principle should be limited to the direct effect of the change. Changes in depreciation, amortization or depletion methods should be accounted for as a change in accounting estimate. Corrections of accounting errors will be accounted for under the guidance contained in APB Opinion No. 20. The effective date of this new pronouncement is for fiscal years beginning after December 15, 2005 and prospective application is required. The adoption of SFAS 154 on January 1, 2006, did not have a material impact on our consolidated financial statements.

Effective January 1, 2006, the Company adopted the provisions of SFAS No. 123R using the modified prospective application transition method (see Note 3).

13. Subsequent Event

On July 21, 2006, the Company consummated the acquisition of the Energy, Government and General Business division of Digital Consulting & Software Services, Inc (“EGG”). The Company paid approximately $12.9 million consisting of approximately $6.4 million in cash and $6.5 million worth of the Company's common stock, subject to certain post-closing adjustments. The shares of common stock issued in connection with the merger were ascribed a value of $12.71 per share, which was the average closing price of our common stock for the 30 consecutive trading days immediately preceding the acquisition close per the terms of acquisition agreement. GAAP accounting will require using the closing price of the Company's common stock at or near the close date in reporting the value of the stock consideration paid in the acquisition. The Company issued 511,382 shares of its common stock in connection with the acquisition.

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

Statements made in this Report on Form 10-Q, including without limitation this Management's Discussion and Analysis of Financial Condition and Operations, other than statements of historical information, are forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements may sometimes be identified by such words as "may," "will," "expect," "anticipate," "believe," "estimate" and "continue" or similar words. We believe that it is important to communicate our future expectations to investors. However, these forward-looking statements involve many risks and uncertainties. Our actual results could differ materially from those indicated in such forward-looking statements as a result of certain factors, including but not limited to, those set forth under Risk Factors in our Annual Report on Form 10-K previously filed with the Securities and Exchange Commission and elsewhere in this Report on Form 10-Q. We are under no duty to update any of the forward-looking statements after the date of this Report on Form 10-Q to conform these statements to actual results.

Overview

We are a rapidly growing information technology consulting firm serving Global 2000 and midsize companies throughout the United States. We help clients gain competitive advantage by using Internet-based technologies to make their businesses more responsive to market opportunities and threats, strengthen relationships with customers, suppliers and partners, improve productivity and reduce information technology costs. Our solutions enable these benefits by integrating, automating and extending business processes, technology infrastructure and software applications end-to-end within an organization and with key partners, suppliers and customers. This provides real-time access to critical business applications and information and a scalable, reliable, secure and cost-effective technology infrastructure.

Services Revenue

Our services revenue is derived from professional services performed developing, implementing, integrating, automating and extending business processes, technology infrastructure and software applications. Most of our projects are performed on a time and materials basis, and a smaller amount of revenue is derived from projects performed on a fixed fee basis. Fixed fee engagements represented approximately 5% of our services revenue for both the three and six months ended June 30, 2006. For time and material projects, revenue is recognized and billed by multiplying the number of hours our professionals expend in the performance of the project by the established billing rates. For fixed fee projects, revenue is generally recognized using the proportionate performance method. Provisions for estimated profits or losses on uncompleted projects are made on a contract-by-contract basis and are recognized in the period in which such profits or losses are determined. Billings in excess of costs plus earnings are classified as deferred revenues. On many projects, we are also reimbursed for out-of-pocket expenses such as airfare, lodging and meals. These reimbursements are included as a component of revenue. The aggregate amount of reimbursed expenses will fluctuate depending on the location of our customers, the total number of our projects that require travel, and whether our arrangements with our clients provide for the reimbursement of travel and other project related expenses.

Software Revenue

A smaller portion of our revenue is derived from sales of third-party software, particularly IBM WebSphere products. Revenue from sales of third-party software is recorded on a gross basis provided we act as a principal in the transaction. In the event we do not meet the requirements to be considered a principal in the software sale transaction and act as an agent, the revenue is recorded on a net basis. Software revenue is expected to fluctuate from quarter to quarter depending on our customers' demand for our partners' software products. Generally, spending on software sales is a strong indicator of future spending on software services. We also recognize a small portion software revenue from the sale of internally developed software.

Cost of Revenue

Cost of revenue consists primarily of cash and non-cash compensation and benefits associated with our technology professionals and subcontractors. Non-cash compensation includes stock compensation expenses arising from various option and restricted stock grants to employees. Cost of revenue also includes third-party software costs, reimbursable expenses and other unreimbursed project related expenses. Project related expenses will fluctuate generally depending on outside factors including the cost and frequency of travel and the location of our customers. Cost of revenue does not include depreciation of assets used in the production of revenues.

Gross Margins

Our gross margins for services are affected by the utilization rates of our professionals, defined as the percentage of our professionals' time billed to customers divided by the total available hours in the respective period, the salaries we pay our consulting professionals and the average billing rate we receive from our customers. If a project ends earlier than scheduled we retain professionals in advance of receiving project assignments, or if demand for our services declines, our utilization rate will decline and adversely affect our gross margins. Over the past three years, as the information technology software and services industry has recovered from the protracted downturn experienced in 2001 and 2002, we have seen an improvement in our utilization rates while our billing, retention and base salary rates have remained relatively stable. Subject to fluctuations resulting from our acquisitions, we expect these key metrics of our services business to remain relatively constant for the foreseeable future assuming there are no further declines in the demand for information technology software and services. Gross margin percentages of third party software sales are typically much lower than gross margin percentages for services and the mix of services and software for a particular period can significantly impact total combined gross margin percentage for such period. In addition, gross margin for software sales can fluctuate due to pricing and other competitive pressures.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consist of cash and non-cash compensation for sales, executive and administrative employees, costs to comply with the Sarbanes-Oxley Act of 2002, professional fees for external auditing services, training, sales and marketing activities, investor relations, recruiting, travel costs and expenses, and miscellaneous expenses. Non-cash compensation includes stock compensation expenses arising from various option and restricted stock grants to employees. Such stock compensation is generally expensed across the vesting periods of the related equity grants. We work to minimize selling costs by focusing on repeat business with existing customers and by accessing sales leads generated by our software company partners, most notably IBM, whose products we use to design and implement solutions for our clients. These partnerships enable us to reduce our selling costs and sales cycle times and increase win rates through leveraging our partners' marketing efforts and endorsements.

Quarterly Fluctuations

Our quarterly operating results are subject to seasonal fluctuations. Our fourth and first quarters include the months of December and January, when billable services activity by professional staff as a result of vacation and holidays, as well as engagement decisions by clients, may be reduced due to client budget planning cycles. Demand for our services generally has been lower in the fourth quarter due to reduced activity during the holiday season. Our results will also fluctuate, in part, based on whether we succeed in counterbalancing periodic declines in services revenues when a project or engagement is completed or cancelled by entering into arrangements to provide additional services to the same clients or others. Software sales tend to show some seasonality as well, in that we tend to see higher software demand during the third and fourth quarter of the calendar year due to client budget planning and usage cycles, though this is not always the case. These and other seasonal factors may contribute to fluctuations in our operating results from quarter to quarter.

Plans for Growth & Acquisitions

Our goal is to build a leading independent information technology consulting firm in the United States through, among other things, expanding our relationships with existing and new clients, leveraging our operations in the central United States to expand nationally and continuing to make disciplined acquisitions. We believe the United States represents an attractive market for growth, both organically and through acquisitions. As demand for our services grows, we believe we will attempt to increase the number of professionals in our 15 United States and Canada offices and to add new offices throughout the United States, both organically and through acquisitions, to meet such demand and, as a result, increase our services revenue. In addition, we believe our track record for identifying attractive acquisitions and our ability to integrate acquired businesses helps us successfully complete acquisitions efficiently and productively, while continuing to offer quality services to our clients, including new clients resulting from the acquisitions.

Consistent with our strategy of growth through disciplined acquisitions, we have consummated eight acquisitions since January 1, 2004: Genisys Consulting, Inc. on April 2, 2004; Meritage Technologies, Inc. on June 18, 2004; ZettaWorks LLC on December 20, 2004; iPath Solutions, Ltd. (“iPath”) on June 10, 2005; Vivare, Inc. (“Vivare”) on September 2, 2005; Bay Street Solutions, Inc. (“Bay Street”) on April 7, 2006, Insolexen Corp, Inc. (“Insolexen”) on May 31, 2006, and the Energy, Government and General Business division of Digital Consulting and Software Services, Inc. (“EGG”) on July 21, 2006.

Results of Operations

Three months ended June 30, 2006 compared to three months ended June 30, 2005

Revenue. Total revenue increased 73% to $37.5 million for the three months ended June 30, 2006 from $21.7 million for the three months ended June 30, 2005. Services revenue, including reimbursed expenses, increased 72% to $34.9 million for the three months ended June 30, 2006 from approximately $20.3 million for the three months ended June 30, 2005. The increase in services revenue resulted from increases in average project size and in the number of projects. These increases were largely attributable to the acquisitions of iPath, Vivare, Bay Street and Insolexen. The utilization rate of our professionals, including subcontractors, increased to 90% for the three months ended June 30, 2006 compared to 89% for the three months ended June 30, 2005. For the three months ended June 30, 2006 and 2005, 7% and 10%, respectively, of our revenue, excluding reimbursed expenses, was derived from IBM. Software revenue increased 86% to $2.6 million for the three months ended June 30, 2006 from $1.4 million for the three months ended June 30, 2005 due to increased customer demand. Reimbursable expenses increased 110% to $2.2 million for the three months ended June 30, 2006 from $1.0 million for the three months ended June 30, 2005. We do not realize any profit on reimbursable expenses.

Cost of Revenue. Cost of revenue increased 69% to $24.3 million for the three months ended June 30, 2006 from $14.4 million for the three months ended June 30, 2005. The increase in cost of revenue is attributable to an increase in the number of professionals due to hiring and the acquisitions of iPath, Vivare, Bay Street and Insolexen. The average number of professionals performing services, including subcontractors, increased 52% to 622 for the three months ended June 30, 2006 from 409 for the three months ended June 30, 2005.

Also, costs associated with software sales increased 78% to $2.1 million for the three months ended June 30, 2006 in connection with the increased software revenue.

Gross Margin. Gross margin increased 80.9% to $13.2 million for the three months ended June 30, 2006 from $7.3 million for the three months ended June 30, 2005. Gross margin as a percentage of revenue, excluding reimbursed expenses, increased to 37.3% for the three months ended June 30, 2006 from 35.3% for the three months ended June 30, 2005, due to increases in both services gross margin and software gross margin explained below. Services gross margin increased to 38.9% for the three months ended June 30, 2006 from 36.9% for the three months ended June 30, 2005. This increase in services gross margin was primarily due to a higher average utilization rate and a higher average billing rate for services professionals. The margin improvement from this higher average utilization rate was partially off-set by approximately $242,000 of non-cash stock compensation expense recognized in cost of revenue during the three months ended June 30, 2006. No stock compensation expense was recognized in cost of revenue prior to January 1, 2006. The increase in stock compensation expense is the result of our adoption on January 1, 2006 of Statement of Financial Accounting Standards No. 123 (revised) ("SFAS 123R"), *Share Based Payment*. Software gross margin increased to 17.4% for the three months ended June 30, 2006 from 14.0% for the three months ended June 30, 2005 primarily as a result of fluctuations in selling prices to customers based on competitive pressures and fluctuations in vendor pricing based on market conditions at the time of the sales.

Selling, General and Administrative. Selling, general and administrative expenses increased 101% to $8.2 million for the three months ended June 30, 2006 from $4.1 million for the three months ended June 30, 2005 due primarily to the increases in sales personnel, management personnel, support personnel and facilities related to the acquisitions of iPath, Vivare, Bay Street and Insolexen. Additionally, selling, general and administrative expenses increased by $1.9 million over same period in the prior year from expense accruals for the Company-wide bonus program as a result of meeting certain bonus plan targets. Finally, included in selling, general and administrative expense was non-cash stock compensation expense which increased significantly to approximately $504,000 for the three months ended June 30, 2006, compared to approximately $59,000 for the three months ended June 30, 2005. This significant increase in stock compensation expense is the result of our adoption of SFAS 123R on January 1, 2006. Selling, general and administrative expenses, including stock compensation expense, as a percentage of revenue, increased to 22.0% for the three months ended June 30, 2006 compared to 18.8% for the three months ended June 30, 2005 primarily due to the bonus expense accruals mentioned above. Stock compensation expense, as a percentage of services revenue, including reimbursed expenses, increased to 1.4% for the three months ended June 30, 2006 compared to 0.3% for the three months ended June 30, 2005.

Depreciation. Depreciation expense increased 62% to approximately $215,000 for the three months ended June 30, 2006 from approximately $133,000 for the three months ended June 30, 2005. The increase in depreciation expense is due to the addition of software programs, servers, and other computer equipment to enhance our technology infrastructure and support our growth. Depreciation expense as a percentage of services revenue was 0.7% for the three months ended June 30, 2006, which is consistent with the year ago period.

Intangibles Amortization. Intangibles amortization expenses, arising from acquisitions, increased 130% to approximately $699,000 for the three months ended June 30, 2006 from approximately $304,000 for the three months ended June 30, 2005. The increase in amortization expense reflects the acquisition of intangibles acquired from iPath, Vivare, Bay Street and Insolexen as well as the amortization of capitalized costs associated with internal use software. The valuations and estimated useful lives of acquired identifiable intangible assets are outlined in Note 9 *Business Combinations* of our financial statements.

Interest Expense. Interest expense increased 34% to approximately $162,000 for the three months ended June 30, 2006 compared to approximately $121,000 for the three months ended June 30, 2005. This increase in interest expense is due to borrowings on the accounts receivable line of credit of $10 million to fund acquisitions during the three months ended June 30, 2006. During the three months ended June 30, 2006, we have repaid $5 million on the accounts receivable line of credit with our cash inflows.

Provision for Income Taxes. We accrue a provision for federal, state and foreign income tax at the applicable statutory rates adjusted for non-deductible expenses. Our tax provision rate increased significantly to 42.2% for the three months ended June 30, 2006 as compared to 38.6% for the three months ended June 30, 2005 as a result of non-deductible stock compensation related to incentive stock options included in our statement of operations for the first time as a result of our modified prospective application transition method for adoption of SFAS 123R on January 1, 2006. Our effective tax rate for the remainder of 2006 is expected to be roughly consistent with that of the three months ended June 30, 2006, except for unexpected tax benefits which may arise in future periods as a result of disqualifying dispositions of incentive stock options which cannot be accurately predicted or estimated. We have deferred tax assets resulting from net operating losses and capital loss carry forwards of acquired companies amounting to approximately $2.6 million for which we have a valuation allowance of $2.2 million. Additionally, we have deferred tax assets of $2.0 million related to fixed assets, reserves and accruals. Deferred tax assets net of the valuation allowance total $2.4 million and are completely offset by deferred tax liabilities of $3.3 million related to identifiable intangibles and cash to accrual adjustments from current and prior acquisitions. Any reversal of the valuation allowance on the deferred tax assets will be adjusted against goodwill and will not have an impact on our statement of operations. All of the net operating losses and capital loss carry forwards relate to acquired entities, and as such are subject to annual limitations on usage under the “change in control” provisions of the Internal Revenue Code.

Six months ended June 30, 2006 compared to six months ended June 30, 2005

Revenue. Total revenue increased 62% to $67.2 million for the six months ended June 30, 2006 from $41.4 million for the six months ended June 30, 2005. Services revenue, including reimbursed expenses, increased 60% to $61.9 million for the six months ended June 30, 2006 from approximately $38.6 million for the six months ended June 30, 2005. The increase in services revenue resulted from increases in average project size and in the number of projects. These increases were largely attributable to the acquisitions of iPath, Vivare, Bay Street and Insolexen. The utilization rate of our professionals, including subcontractors, remained constant at 88% for the six months ended June 30, 2006 and 2005. For the six months ended June 30, 2006 and 2005, 7% and 11%, respectively, of our revenue, excluding reimbursed expenses, was derived from IBM. Software revenue increased 88% to $5.3 million for the six months ended June 30, 2006 from $2.8 million for the six months ended June 30, 2005 due to increased customer demand. Reimbursable expenses increased 108% to $3.5 million for the six months ended June 30, 2006 from $1.7 million for the six months ended June 30, 2005. We do not realize any profit on reimbursable expenses.

Cost of Revenue. Cost of revenue increased 63% to $44.7 million for the six months ended June 30, 2006 from $27.4 million for the six months ended June 30, 2005. The increase in cost of revenue is attributable to an increase in the number of professionals due to hiring and the acquisitions of iPath, Vivare, Bay Street and Insolexen. The average number of professionals performing services, including subcontractors, increased 45% to 565 for the six months ended June 30, 2006 from 391 for the six months ended June 30, 2005.

Also, costs associated with software sales increased 86% to $4.4 million for the six months ended June 30, 2006 in connection with the increased software revenue.

Gross Margin. Gross margin increased 60.4% to $22.5 million for the six months ended June 30, 2006 from $14.0 million for the six months ended June 30, 2005. Gross margin as a percentage of revenue, excluding reimbursed expenses, remained consistent at 35.3% for the six months ended June 30, 2006 and June 30, 2005. Services gross margin increased to 37.1% for the six months ended June 30, 2006 from 36.8% for the six months ended June 30, 2005 due to a higher average billing rate for services professionals. This was offset by approximately $474,000 of non-cash stock compensation expense recognized in cost of revenue during the six months ended June 30, 2006. No stock compensation expense was recognized in cost of revenue prior to January 1, 2006. The increase in stock compensation expense is the result of our adoption on January 1, 2006 of Statement of Financial Accounting Standards No. 123 (revised) (“SFAS 123R”), *Share Based Payment*. Software gross margin increased to 16.0% for the six months ended June 30, 2006 from 15.1% for the six months ended June 30, 2005 primarily as a result of fluctuations in selling prices to customers based on competitive pressures and fluctuations in vendor pricing based on market conditions at the time of the sales.

Selling, General and Administrative. Selling, general and administrative expenses increased 77% to $13.9 million for the six months ended June 30, 2006 from $7.8 million for the six months ended June 30, 2005 due primarily to the increases in sales personnel, management personnel, support personnel and facilities related to the acquisitions of iPath, Vivare, Bay Street and Insolexen. Additionally, selling, general and administrative expenses increased by $2.1 million over same period in the prior year from expense accruals for the Company-wide bonus program as a result of meeting certain bonus plan targets. Finally, included in selling, general and administrative expense was non-cash stock compensation expense which increased significantly to approximately $996,000 for the six months ended June 30, 2006, compared to approximately $118,000 for the six months ended June 30, 2005. This significant increase in stock compensation expense is the result of our adoption of SFAS 123R on January 1, 2006. Selling, general and administrative expenses, including stock compensation expense, as a percentage of revenues, increased to 20.7% for the six months ended June 30, 2006 compared to 18.7% for the six months ended June 30, 2005 primarily due to the bonus expense accruals mentioned above. Stock compensation expense, as a percentage of services revenue, including reimbursed expenses, increased to 1.6% for the six months ended June 30, 2006 compared to 0.3% for the six months ended June 30, 2005.

Depreciation. Depreciation expense increased 24% to approximately $383,000 for the six months ended June 30, 2006 from approximately $310,000 for the six months ended June 30, 2005. The increase in depreciation expense is due to the addition of software programs, servers, and other computer equipment to enhance our technology infrastructure and support our growth. Depreciation expense as a percentage of services revenue was 0.7% for the six months ended June 30, 2006, which is slightly lower than the year ago period at 0.8%.

Intangibles Amortization. Intangibles amortization expenses, arising from acquisitions, increased 94% to approximately $1.1 million for the six months ended June 30, 2006 from approximately $581,000 for the six months ended June 30, 2005. The increase in amortization expense reflects the acquisition of intangibles acquired from iPath, Vivare, Bay Street and Insolexen as well as the amortization of capitalized costs associated with internal use software. The valuations and estimated useful lives of acquired identifiable intangible assets are outlined in Note 9 *Business Combinations* of our financial statements.

Interest Expense. Interest expense increased 5% to approximately $246,000 for the six months ended June 30, 2006 compared to approximately $234,000 for the six months ended June 30, 2005. This increase in interest expense is due to borrowings on the accounts receivable line of credit of $10 million to fund acquisitions during the six months ended June 30, 2006. During the six months ended June 30, 2006, we have repaid $8 million on the accounts receivable line of credit with our cash inflows.

Provision for Income Taxes. We accrue a provision for federal, state and foreign income tax at the applicable statutory rates adjusted for non-deductible expenses. Our tax provision rate increased significantly to 42.9% for the six months ended June 30, 2006 as compared to 38.6% for the six months ended June 30, 2005 as a result of non-deductible stock compensation related to incentive stock options included in our statement of operations for the first time as a result of our modified prospective application transition method for adoption of SFAS 123R on January 1, 2006. Our effective tax rate for the remainder of 2006 is expected to be roughly consistent with that of the six months ended June 30, 2006, except for unexpected tax benefits which may arise in future periods as a result of disqualifying dispositions of incentive stock options which cannot be accurately predicted or estimated. We have deferred tax assets resulting from net operating losses and capital loss carry forwards of acquired companies amounting to approximately $2.6 million for which we have a valuation allowance of $2.2 million. Additionally, we have deferred tax assets of $2.0 million related to fixed assets, reserves and accruals. Deferred tax assets net of the valuation allowance total $2.4 million and are completely offset by deferred tax liabilities of $3.3 million related to identifiable intangibles and cash to accrual adjustments from current and prior acquisitions. Any reversal of the valuation allowance on the deferred tax assets will be adjusted against goodwill and will not have an impact on our statement of operations. All of the net operating losses and capital loss carry forwards relate to acquired entities, and as such are subject to annual limitations on usage under the “change in control” provisions of the Internal Revenue Code.

Liquidity and Capital Resources

Selected measures of liquidity and capital resources are as follows:

	As of December 31, 2005	As of June 30, 2006
	(in millions)	
Cash and cash equivalents	$ 5.1	$ 1.6
Working capital	$ 17.1	$ 19.6

Net Cash Provided By Operating Activities

We expect to fund our operations from cash generated from operations and long-term borrowings as necessary from our credit facility. We believe that these capital resources will be sufficient to meet our needs for at least the next twelve months. Net cash provided by operations for the six months ended June 30, 2006 was approximately $513,000 as compared to net cash used in operations of approximately $3.1 million for the six months ended June 30, 2005. The primary components of operating cash flows for the six months ended June 30, 2006, were net income after adding back non-cash expenses of approximately $7.2 million offset by increases to accounts receivable of approximately $4.6 million and decreases to accrued expenses of approximately $2.7 million.

Accounts receivable, net of allowance for doubtful accounts, totaled $33.9 million at June 30, 2006, compared to $23.3 million at December 31, 2005. There were approximately 72 days of sales outstanding ("DSO's") for the quarter ended June 30, 2006 calculated using accounts receivable as of June 30, 2006, and adjusting revenues and accounts receivable to exclude non-recurring increases in sales of third party software at the end of the quarter. This is an increase from 69 DSO's at March 31, 2006, however we believe it consistent with our normal operating range of 70 to 80 DSO's. We have an internal goal to keep our DSO's as close to 70 as possible. Approximately 80% of our customers are billed on a monthly basis. The remaining 20% of our customers are invoiced according to their contract, which may be weekly, bi-weekly, or by milestone. Our collection terms with IBM are 45 days and the rest of our customers generally have 30 day collection terms. With a monthly billing cycle of 30 days, a 14 day cycle for generating, approving and releasing invoices, and 30 to 45 day collection cycles, our expected DSO's should range between 70 and 80 days.

Net Cash Used in Investing Activities

For the six months ended June 30, 2006 we used approximately $698,000 in cash to purchase equipment fixed assets, $7.4 million to purchase Bay Street and Insolexen, and $250,000 to repay the promissory notes issued in our acquisition of Javelin Solutions, Inc. in 2002. For the six months ended June 30, 2005 we used approximately $335,000 in cash to purchase equipment fixed assets, $4.8 million to purchase iPath, and $250,000 to make the annual payment on the notes related to the Javelin acquisition.

Net Cash From Financing Activities

During the six months ended June 30, 2006, our financing activities consisted primarily of net draws totaling $10.0 million from our accounts receivable line of credit, payments of $8.0 million on our accounts receivable line of credit and approximately $657,000 of payments on long term debt. During the period, we received $1.7 million from exercises of stock option and warrants and sales of stock through the Company's Employee Stock Purchase Program. In addition, we realized tax benefits related to stock option exercises of $1.3 million during the six month period ended June 30, 2006.

During the six months ended June 30, 2005, our financing activities consisted primarily of a net draw of $6.0 million from our accounts receivable line of credit, stock option and warrant exercises of approximately $1.0 million and payments on long term debt of approximately $500,000. In addition, we realized tax benefits related to stock option exercises of $850,000 during the six month period ended June 30, 2005.

During 2005, we filed a shelf registration statement on Form S-3 with the Securities and Exchange Commission. No securities have been issued under the shelf registration. We may offer to sell shares under the shelf registration in the future at prices and terms to be determined at the time of the offering. During the six month period ended June 30, 2005, we incurred approximately $792,000 of costs related to this registration. To date, we have recorded approximately $943,000 of deferred offering costs (approximately $579,000 after tax, if ever expensed) in connection with the offering and have classified these costs as prepaid expenses in other non-current assets on our balance sheet.

Availability of Funds from Bank Line of Credit Facilities

We have a $52 million credit facility with Silicon Valley Bank and KeyBank National Association comprising a $25 million accounts receivable line of credit and a $27 million acquisition term line of credit. The description of our credit facility as of June 30, 2006 reflects the June 29, 2006 amendment to our credit facility which, among other things, increased the accounts receivable line of credit from $15.0 million to $25.0 million and increased the acquisition term line of credit from $13.5 million to $27.0 million. Borrowings under the accounts receivable line of credit bear interest at the bank's prime rate, or 8.25%, as of June 30, 2006. As of June 30, 2006, there was $6 million outstanding under the accounts receivable line of credit and approximately $19 million of available borrowing capacity, excluding $200,000 reserved for an outstanding letter of credit to secure a facility lease.

Our $27 million term acquisition line of credit with Silicon Valley Bank and KeyBank National Association provides an additional source of financing for certain qualified acquisitions. As of June 30, 2006 the balance outstanding under this acquisition line of credit was approximately $2.0 million. Borrowings after June 29, 2006 under this acquisition line of credit bear interest equal to the four year U.S. Treasury note yield plus 3% based on the spot rate on the day the draw is processed (8.088% at June 30, 2006). Borrowings after June 29, 2006 under this acquisition line are repayable in thirty-six equal monthly installments after the initial interest only period which continues through June 29, 2007. Draws under this acquisition line may be made through June 29, 2008. The initial $2.5 million draw, of which $1.1 million remains outstanding, bears interest of 7.1% at June 30, 2006 and the subsequent $1.5 million draw, of which $900,000 remains outstanding, bears interest of 6.9% at June 30, 2006. Both of these initial draws before June 29, 2006 under the acquisition line are repayable in thirty-six equal monthly installments, after the first three months which require payment of accrued interest only, beginning October 21, 2004 and April 20, 2005, respectively. We currently have $25 million of available borrowing capacity under this acquisition line of credit.

As of June 30, 2006, we were in compliance with all covenants under this credit facility and we expect to be in compliance during the next twelve months. Substantially all of our assets are pledged to secure the credit facility.

There were no material changes outside the ordinary course of our business in lease obligations or other contractual obligations in the six months ended June 30, 2006. We believe that the current available funds, access to capital from our credit facilities, possible capital from registered placements of equity through the shelf registration, and cash flows generated from operations will be sufficient to meet our working capital requirements and meet our capital needs to finance acquisitions for the next twelve months.

Subsequent Event

On July 21, 2006, we consummated the acquisition of the Energy, Government and General Business division of Digital Consulting & Software Services, Inc (“EGG”). We paid approximately $12.9 million consisting of approximately $6.4 million in cash and $6.5 million worth of our common stock, subject to certain post-closing adjustments. The shares of common stock issued in connection with the merger were ascribed a value of $12.71 per share, which was the average closing price of our common stock for the 30 consecutive trading days immediately preceding the acquisition close per the terms of acquisition agreement. GAAP accounting will require using the closing price of our common stock at or near the close date in reporting the value of the stock consideration paid in the acquisition. We issued 511,382 shares of our common stock in connection with the acquisition.

Critical Accounting Policies

Revenue Recognition and Allowance for Doubtful Accounts

Consulting revenues are comprised of revenue from professional services fees recognized primarily on a time and materials basis as performed. For fixed fee engagements, revenue is recognized using the proportionate performance method based on the ratio of hours expended to total estimated hours. Provisions for estimated losses on uncompleted contracts are made on a contract-by-contract basis and are recognized in the period in which such losses are determined. Billings in excess of costs plus earnings are classified as deferred revenues. Our normal payment terms are net 30 days, although there are some exceptions. Reimbursements for out-of-pocket expenses are included in gross revenue. Revenue from the sale of third-party software is recorded on a gross basis provided that we act as the principal in the transaction. In the event we do not meet the requirements to be considered the principal in the software sale transaction, we record the revenue on a net basis. There is no effect on net income between recording the software sales on a gross basis versus a net basis.

We also recognize revenue in accordance with Statement of Position (“SOP”) 97-2, *Software Revenue Recognition*, as amended by SOP 98-4 and SOP 98-9, and Securities and Exchange Commission Staff Accounting Bulletin (“SAB”) 101, *Revenue Recognition in Financial Statements* as revised by SAB 104. Revenue is recognized when the following criteria are met: (1) persuasive evidence of the customer arrangement exists, (2) fees are fixed and determinable, (3) acceptance has occurred, and (4) collectibility is deemed probable. We determine the fair value of each element in the arrangement based on vendor-specific objective evidence (“VSOE”) of fair value. VSOE of fair value is based upon the normal pricing and discounting practices for those products and services when sold separately. We follow very specific and detailed guidelines, discussed above, in determining revenues; however, certain judgments and estimates are made and used to determine revenue recognized in any accounting period. Material differences may result in the amount and timing of revenue recognized for any period if different conditions were to prevail. For example, in determining whether collection is probable, we assess our customers' ability and intent to pay. Our actual experience with respect to collections could differ from our initial assessment if, for instance, unforeseen declines in the overall economy occur and negatively impact our customers' financial condition.

Revenue from internally developed software which is allocated to maintenance and support is recognized ratably over the maintenance term (typically one year).

Revenue allocated to training and consulting service elements is recognized as the services are performed. Our consulting services are not essential to the functionality of our products as such services are available from other vendors.

We assess our allowance for doubtful accounts at each financial reporting date based on expected losses on uncollectible accounts receivable with known facts and circumstances for the respective period.

Goodwill and Other Intangible Assets

We adopted Statement of Financial Accounting Standards (“SFAS”) No. 142, *Goodwill and Other Intangible Assets* (“Statement 142”) on January 1, 2002. In accordance with Statement 142, we replaced the ratable amortization of goodwill with a periodic review and analysis of such intangibles for possible impairment. In accordance with Statement 142, we assess our goodwill on October 1 of each year or more frequently if events or changes in circumstances indicate that goodwill might be impaired.

Business acquisitions typically result in goodwill and other intangible assets, and the recorded values of those assets may become impaired in the future. The determination of the value of such intangible assets requires us to make estimates and assumptions that affect our consolidated financial statements. We assess potential impairments to intangible assets on an annual basis or when there is evidence that events or changes in circumstances indicate that the carrying amount of an asset may not be recovered. Our judgments regarding the existence of impairment indicators and future cash flows related to intangible assets are based on operational performance of the businesses, market conditions and other factors. Future events could cause us to conclude that impairment indicators exist and that goodwill is impaired. Any resulting impairment loss could have an adverse impact on our results of operations by decreasing net income.

We evaluate long-lived tangible assets and intangible assets other than goodwill in accordance with SFAS No. 144, *Accounting for the Impairment of Long-Lived Assets*, which we adopted as of January 1, 2002. Long-lived assets held and used are reviewed for impairment whenever events or changes in circumstances indicate that their net book value may not be entirely recoverable. When such factors and circumstances exist, we compare the projected undiscounted future cash flows associated with the related asset or group of assets over their estimated useful lives against their respective carrying amounts. Impairment, if any, is based on the excess of the carrying amount over the fair value of those assets and is recorded in the period in which the determination was made. Management has determined that no impairment exists as of June 30, 2006.

Accounting for Stock-Based Compensation

Effective January 1, 2006, we adopted SFAS No. 123 (revised 2004), *Share-Based Payment*, which requires all share-based payment transactions with employees, including grants of employee stock options, to be recognized as compensation expense over the requisite service period based on their relative fair values. SFAS 123R is a new and very complex accounting standard, the application of which requires significant judgment and the use of estimates, particularly surrounding Black-Scholes assumptions such as stock price volatility and expected option lives, as well as expected option forfeiture rates, to value equity-based compensation. There is little experience or guidance available with respect to developing these assumptions and models. There is also uncertainty as to how the standard will be interpreted and applied as more companies adopt the standard and companies and their advisors gain experience with the standard. SFAS 123R requires the recognition of the fair value of stock compensation in net income.

Prior to January 1, 2006, we accounted for share-based compensation using the intrinsic value method prescribed by Accounting Principles Board Opinion No. 25, *Accounting for Stock Issued to Employees*, and related interpretations and elected the disclosure option of SFAS No. 123 as amended by SFAS No. 148, *Accounting for Stock-Based Compensation--Transition and Disclosure*. SFAS No. 123 required that companies either recognize compensation expense for grants of stock, stock options and other equity instruments based on fair value, or provide pro forma disclosure of net income and earnings per share in the notes to the financial statements. Accordingly, we measured compensation expense for stock options as the excess, if any, of the estimated fair market value of our stock at the date of grant over the exercise price. We elected to provide pro forma effects of this measurement in a footnote to its financial statements.

Included in our condensed consolidated statement of operations, total share-based compensation cost recognized for the six months ended June 30, 2006 and 2005 was approximately $1.5 million and $118,000, respectively, with related current and future income tax benefits of approximately $329,000 and $46,000, respectively. There was no cumulative effect of adoption of SFAS 123R.

Income Taxes

Management believes that our net deferred tax asset should continue to be reduced by a partial valuation allowance. Future operating results and projections could alter this conclusion, potentially resulting in an increase or decrease in the valuation allowance. Since the valuation allowance relates solely to net operating and capital losses from acquired companies which are subject to usage limitations, any decrease in the valuation allowance will be applied first to reduce goodwill and then to reduce other acquisition related non-current intangible assets to zero. Any remaining decrease in the valuation allowance would be recognized as a reduction of income tax expense.

Recently Issued Accounting Standards

In June 2006, the FASB issued FASB Interpretation ("FIN") No. 48, *Accounting for Uncertainty in Income Taxes-an interpretation of FASB Statement No. 109* ("FIN 48"). FIN 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. FIN 48 also provides guidance on derecognition, classification, treatment of interest and penalties, and disclosure of such positions. FIN 48 will be applied prospectively and will be effective for fiscal years beginning after December 31, 2006. We are currently evaluating the effect, if any, of FIN 48 on our condensed consolidated financial statements.

In June 2006, the Emerging Issues Task Force ("EITF") ratified EITF Issue 06-3, *How Taxes Collected From Customers and Remitted to Governmental Authorities Should Be Presented in the Income Statement (That Is, Gross versus Net Presentation)*. A consensus was reached that entities may adopt a policy of presenting taxes in the income statement on either a gross or net basis. An entity should disclose its policy of presenting taxes and the amount of any taxes presented on a gross basis should be disclosed, if significant. The guidance is effective for periods beginning after December 15, 2006. We present revenues net of taxes. EITF 06-3 will not impact the method for recording these sales taxes in our condensed consolidated financial statements.

In May 2005, the FASB issued Statement No. 154, *Accounting Changes and Error Corrections -- a replacement of APB Opinion No. 20 and FASB Statement No. 3* ("SFAS 154"). SFAS 154 replaces APB Opinion No. 20, *Accounting Changes* and FASB Statement No. 3, *Reporting Accounting Changes in Interim Financial Statements*, and changes the requirements for the accounting for and reporting of a change in accounting principle. SFAS 154 requires restatement of prior period financial statements, unless impracticable, for changes in accounting principle. The retroactive application of a change in accounting principle should be limited to the direct effect of the change. Changes in depreciation, amortization or depletion methods should be accounted for as a change in accounting estimate. Corrections of accounting errors will be accounted for under the guidance contained in APB Opinion No. 20. The effective date of this new pronouncement is for fiscal years beginning after December 15, 2005 and prospective application is required. The adoption of SFAS 154 on January 1, 2006, did not have a material impact on our consolidated financial statements.

Effective January 1, 2006, the Company adopted the provisions of SFAS No. 123R using the modified prospective application transition method (see Note 3 to our Condensed Consolidated Financial Statements contained herein).

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Sensitivity

We have a $52 million credit facility with Silicon Valley Bank and KeyBank National Association comprising a $25 million accounts receivable line of credit and a $27 million acquisition term line of credit. Borrowings under the accounts receivable line of credit bear interest at the bank's prime rate, or 8.25%, as of June 30, 2006. As of June 30, 2006, there was $6 million outstanding under the accounts receivable line of credit and approximately $19 million of available borrowing capacity, excluding approximately $200,000 reserved for an outstanding letter of credit to secure a facility lease. Our interest expense will fluctuate as the interest rate for this accounts receivable line of credit floats based on the bank's prime rate. Based on the $6 million outstanding under the accounts receivable line of credit as of June 30, 2006, an increase in the interest rate of 100 basis points would add approximately $60,000 of interest expense per year, which is not considered material to our financial position or results of operations.

We had unrestricted cash and cash equivalents totaling $1.6 million and $5.1 million at June 30, 2006 and December 31, 2005, respectively. These amounts were invested primarily in money market funds. The unrestricted cash and cash equivalents are held for working capital purposes. We do not enter into investments for trading or speculative purposes. Due to the short-term nature of these investments, we believe that we do not have any material exposure to changes in the fair value of our investment portfolio as a result of changes in interest rates. Declines in interest rates, however, will reduce future investment income.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We have established disclosure controls and procedures to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to the officers who certify the Company's financial reports and to other members of senior management and the Board of Directors.

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's reports under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the principal executive officer and principal financial officer of the Company, as appropriate, to allow timely decisions regarding required disclosure. The Company's management, with the participation of the Company's principal executive officer and principal financial officer, has evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by this Report on Form 10-Q. As described in our Management's Annual Report on Internal Control Over Financial Reporting in our Annual Report on Form 10-K, the Company identified significant deficiencies related to inadequate staffing levels which aggregated to a material weakness in the Company's internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) which continued to exist through June 30, 2006. The Company's Chief Executive Officer and Chief Financial Officer have therefore concluded that as a result of the material weakness, as of June 30, 2006, the Company's disclosure controls and procedures were not effective.

Changes in Internal Control Over Financial Reporting

As reported in our Annual Report on Form 10-K, as of December 31, 2005, certain significant deficiencies were identified, principally caused by inadequate staffing levels, as described below:

- Lack of segregation of duties, with certain accounting personnel being assigned inappropriate access to the automated general ledger system, such as in our procure to pay and order to cash processes;
- The design of our internal control structure emphasized significant reliance on manual detect controls, primarily performed by a single individual, and limited reliance on application and prevent controls;
- Lack of detail review of key financial spreadsheets, including spreadsheets supporting journal entries affecting revenue such as unbilled revenue and deferred revenue.

In our assessment, we determined that the aggregation of the significant deficiencies described above constitutes a material weakness as of December 31, 2005 which results in a more than a remote likelihood that a material misstatement of the annual or interim financial statements will not be prevented or detected.

During 2005, the Company implemented significant new internal information technology systems and applications including a new general ledger system and a new time and expense reporting system which can be utilized to deliver more automated information technology application controls and reduce the reliance on financial accounting personnel and the need for segregation of duties. In addition, given our significant growth, we understand that our financial accounting group must expand and that we must automate many of our information technology application controls in order to meet the internal control requirements of our rapidly growing organization. By hiring more financial accounting personnel and by leveraging the capabilities of our new internal information systems and accounting systems to automate controls, we believe will remedy the material weakness described in Management's Report on Internal Control Over Financial Reporting in our Annual Report on Form 10-K. While we have begun remediation procedures including recruiting the additional personnel needed and planning additional automation of internal controls through leveraging our existing information technology systems, all of these changes are not in effect as of June 30, 2006, and therefore, we are reporting that a material weakness in internal control continues to exist as of June 30, 2006.

There have been no changes in our internal control over financial reporting during the quarter ended June 30, 2006 that have materially affected, or are reasonably likely to materially affect our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1A. Risk Factors

In evaluating all forward-looking statements, you should specifically consider various risk factors that may cause actual results to vary from those contained in the forward-looking statements. Our risk factors are included in our Annual Report on Form 10-K for the year ended December 31, 2005, as filed with the U.S. Securities and Exchange Commission on June 30, 2006 and available at www.sec.gov. There have been no material changes to these risk factors since the filing of our Form 10-K.

Item 5. Other Information

On August 3, 2006, we entered into a new three-year employment agreement with Jeffrey Davis, President and Chief Operating Officer, to be effective as of July 1, 2006, which will expire June 30, 2009. Mr. Davis's new employment agreement provides for the following compensation.

- an annual salary of $250,000;
- an annual performance bonus of up to 200% of Mr. Davis's annual salary in the event we achieve certain performance targets approved by our Chief Executive Officer;
- death benefits in the form of a lump-sum payment equal to one year's annual salary and maximum target bonus;
- disability benefits equal to one year's annual salary and maximum target bonus to be paid over a twelve month period;
- severance benefits in the form of a lump-sum payment equal to one year's annual salary and maximum target bonus, option and restricted stock acceleration, and welfare benefits if Mr. Davis is terminated without cause or voluntarily resigns within 30 days after the appointment of a new Chief Executive Officer;
- immediate vesting of 50% of all unvested stock option grants and restricted stock grants previously awarded to Mr. Davis upon the occurrence of a change in control; and
- severance benefits as specified above if Mr. Davis's employment is terminated without cause at any time following a change in control.

Mr. Davis has agreed to refrain from competing with us for a period of five years following the termination of his employment.

Item 6. Exhibits

The exhibits filed as part of this Report on Form 10-Q are listed in the Exhibit Index immediately preceding the exhibits.

SIGNATURES

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

PERFICIENT, INC.

Dated: August 8, 2006

/s/ John T. McDonald

John T. McDonald, Chief Executive Officer
(Principal Executive Officer)

Dated: August 8, 2006

/s/ Michael D. Hill

Michael D. Hill, Chief Financial Officer
(Principal Financial and Accounting Officer)

EXHIBITS INDEX

Exhibit Number	Description
2.1	Agreement and Plan of Merger, dated as of April 6, 2006, by and among Perficient, Inc., PFT MergeCo, Inc., Bay Street Solutions, Inc. and the other signatories thereto, previously filed with the Securities and Exchange Commission as an Exhibit to our Current Report on Form 8-K filed on April 12, 2006 and incorporated herein by reference
2.2	Agreement and Plan of Merger, dated as of May 31, 2006, by and among Perficient, Inc., PFT MergeCo II, Inc., Insolexen, Corp., HSU Investors, LLC, Hari Madamalla, Steve Haglund and Uday Yallapragada, previously filed with the Securities and Exchange Commission as an Exhibit to our Current Report on Form 8-K filed on June 5, 2006 and incorporated herein by reference
2.3	Asset Purchase Agreement, dated as of July 20, 2006, by and among Perficient, Inc., Perficient DCSS, Inc. and Digital Consulting & Software Services, Inc., previously filed with the Securities and Exchange Commission as an Exhibit to our Current Report on Form 8-K filed on July 26, 2006 and incorporated herein by reference
3.1	Certificate of Incorporation of Perficient, Inc., previously filed with the Securities and Exchange Commission as an Exhibit to our Registration Statement on Form SB-2 (File No. 333-78337) declared effective on July 28, 1999 by the Securities and Exchange Commission and incorporated herein by reference
3.2	Certificate of Amendment to Certificate of Incorporation of Perficient, Inc., previously filed with the Securities and Exchange Commission as an Exhibit to our Form 8-A filed with the Securities and Exchange Commission pursuant to Section 12(g) of the Securities Exchange Act of 1934 on February 15, 2005 and incorporated herein by reference
3.3	Certificate of Amendment to Certificate of Incorporation of Perficient, Inc., previously filed with the Securities and Exchange Commission as an Exhibit to our Registration Statement on form S-8 (File No. 333-130624) filed on December 22, 2005 and incorporated herein by reference
3.4	Bylaws of Perficient, Inc., previously filed with the Securities and Exchange Commission as an Exhibit to our Registration Statement on Form SB-2 (File No. 333-78337) declared effective on July 28, 1999 by the Securities and Exchange Commission and incorporated herein by reference
4.1	Specimen Certificate for shares of common stock, previously filed with the Securities and Exchange Commission as an Exhibit to our Registration Statement on Form SB-2 (File No. 333-78337) declared effective on July 28, 1999 by the Securities and Exchange Commission and incorporated herein by reference
4.2	Warrant granted to Gilford Securities Incorporated, previously filed with the Securities and Exchange Commission as an Exhibit to our Registration Statement on Form SB-2 (File No. 333-78337) declared effective on July 28, 1999 by the Securities and Exchange Commission and incorporated herein by reference
4.3	Form of Common Stock Purchase Warrant, previously filed with the Securities and Exchange Commission as an Exhibit to our Current Report on Form 8-K filed on January 17, 2002 and incorporated herein by reference
4.4	Form of Common Stock Purchase Warrant, previously filed with the Securities and Exchange Commission as an Exhibit to our Registration Statement on Form S-3 (File No. 333-117216) filed on July 8, 2004 and incorporated herein by reference
10.1	Amendment to Amended and Restated Loan and Security Agreement, dated as of June 29, 2006, by and among Silicon Valley Bank, KeyBank National Association, Perficient, Inc., Perficient Genisys, Inc., Perficient Canada Corp,. Perficient Meritage, Inc., Perficient Zettaworks, Inc., Perficient iPath, Inc., Perficient Vivare, Inc., Perficient Bay Street, LLC and Perficient Insolexen, LLC, previously filed with the Securities and Exchange Commission as an Exhibit to our Current Report on Form 8-K filed on July 5, 2006 and incorporated herein by reference

10.2	Offer Letter, dated July 20, 2006, by and between Perficient, Inc. and Mr. Paul E. Martin, previously filed with the Securities and Exchange Commission as an Exhibit to our Current Report on Form 8-K filed on July 26, 2006 and incorporated herein by reference
10.3*†	Employment Agreement between Perficient, Inc. and Jeffrey Davis dated August 3, 2006, and effective as of July 1, 2006
31.1*	Certification by the Chief Executive Officer of Perficient, Inc. as required by Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification by the Chief Financial Officer of Perficient, Inc. as required by Section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Certification by the Chief Executive Officer and Chief Financial Officer of Perficient, Inc. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

* Filed herewith.

** Included but not to be considered "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section.

† Identifies an exhibit that consists of or includes a management contract or compensatory plan or arrangement.

Exhibit 10.3

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT dated effective as of July 1, 2006, between Perficient, Inc. a Delaware corporation (the “Company”), and Jeffrey S. Davis (“Employee”).

WITNESSETH:

WHEREAS, the Company desires that Employee continue to be employed by it and render services to it, and Employee is willing to be so employed and to render such services to the Company, all upon the terms and subject to the conditions contained herein.

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

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

2. TERM. Employee’s term of employment under this Agreement shall be three years, commencing as of the date hereof and continuing through and including June 30, 2009, unless extended in writing by mutual agreement of the parties or earlier terminated pursuant to the terms and conditions set forth herein (the “Employment Term”).

3. DUTIES.

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

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

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

5. COMPENSATION.

(a) As compensation for his services and covenants hereunder, Employee shall receive a base salary (“Base Salary”), payable pursuant to the Company’s normal payroll procedures in place from time to time, at the rate of $250,000 per annum, less all necessary and required federal, state and local payroll deductions. The CEO may decide, in his sole discretion, to increase Employee’s Base Salary from time to time during the term of this Agreement.

(b) Each year, Employee shall be eligible to receive a bonus of up to two-hundred percent (200%) of his Base Salary ("Target Bonus"), less all necessary and required federal, state and local payroll deductions. The criteria for determining the amount of the bonus, and the conditions that must be satisfied to entitle Employee to receive the bonus for any year during the term of this Agreement shall be determined by the CEO, in his sole discretion but in a manner consistent with that used to determine Employee's bonus in prior years. Payment of any bonus to Employee shall be in accordance with bonus policies established from time to time by the Company.

6. EXPENSES. Employee shall be reimbursed for business expenses incurred by him which are reasonable and necessary for Employee to perform his duties under this Agreement in accordance with policies established from time to time by the Company. Employee shall receive reimbursement for other expenses consistent with past practice and as approved by the CEO.

7. EMPLOYEE BENEFITS.

(a) During the Employment Term and any severance period hereunder, Employee shall be entitled to participate in such insurance, disability, health and medical benefits and retirement plans or programs as are from time to time generally made available to executive employees of the Company pursuant to the policies of the Company; provided that Employee shall be required to comply with the conditions attendant to coverage by such plans and shall comply with and be entitled to benefits only to the extent former employees are eligible to participate in such arrangements pursuant to the terms of the arrangement, any insurance policy associated therewith and applicable law, and, further, shall be entitled to benefits only in accordance with the terms and conditions of such plans. The Company may withhold from any benefits payable to Employee all federal, state, local and other taxes and amounts as shall be permitted or required to be withheld pursuant to any applicable law, rule or regulation.

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

8. DEATH AND DISABILITY.

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

(b) The Employment term shall terminate upon Employee's Disability. For purposes of this Agreement, "Disability" shall mean the CEO's reasoned and good faith judgment that Employee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can by expected to last for a continuous period of not less than 12 months. The reasoned and good faith judgment of the CEO as to Disability shall be based on such competent medical evidence as shall be presented to it by Employee and/or by any physician or group of physicians or other competent medical experts employed by Employee or the Company to advise the CEO. In case of such termination, Employee shall be entitled to receive his Base Salary, any unpaid bonus awards, reimbursable expenses and benefits owing to Employee through the date of termination. In addition, the Company shall pay to Employee an amount equal to one year's Base Salary and Target Bonus, payable in installments through regular payroll over the one year period commencing on the termination date. Except as otherwise contemplated by this Agreement, Employee will not be entitled to any other compensation upon termination of his employment pursuant to this subparagraph 8(b).

9. TERMINATION.

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

(b) In the event that the Company terminates the Employee's employment pursuant to a Without Cause Termination or, if at any time prior to a Change of Control, Employee voluntarily terminates his employment pursuant to a Constructive Termination, the Company shall be obligated to pay Employee, within 30 days of the date of Employee's termination or such later date as required by applicable law, in a lump-sum, his Base Salary, any unpaid bonus awards, reimbursable expenses and benefits owing to Employee through the day on which Employee is terminated, together with a severance payment to the Employee in an amount equal to one year's Base Salary and Target Bonus. Employee shall also be entitled to benefits pursuant to paragraph 7 hereof for the one year period commencing on the termination date. No other cash payments shall be made, or benefits provided, by the Company under this Agreement in the event of a Without Cause Termination or a Constructive Termination; provided that all stock option grants and/or restricted stock grants previously awarded to Employee shall immediately vest in their entirety, regardless of the satisfaction of any conditions contained therein, in the event of a Without Cause Termination (but not a Constructive Termination). Except as otherwise contemplated by this Agreement, Employee will not be entitled to any other compensation upon termination of this Agreement pursuant to this subparagraph 9(b).

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

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

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

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

(iii) The term “Change of Control” means a Change of Control as defined in the Company’s Amended and Restated 1999 Stock Option/Stock Issuance Plan.

(iv) The term “Constructive Termination” means Employee’s voluntary termination of his employment with the Company within 30 days of the appointment by the Board of Directors of the Company of a person other than John T. McDonald or the Employee as the Chief Executive Officer of the Company, provided that such appointment occurs prior to a Change of Control.

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

(a) Upon the occurrence of a Change in Control, 50% of all unvested stock option grants and/or restricted stock grants previously awarded to Employee shall immediately vest, regardless of the satisfaction of any conditions contained therein. In addition, if the Company (or any successor thereto) terminates Employee’s employment with the Company pursuant to a Without Cause Termination in connection with or following a Change in Control, Employee shall be entitled to all the benefits set forth in subparagraph 9(b).

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

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

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

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

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

(c) Employee will not, during the Employment Term and for a period of 60 months thereafter, directly or indirectly, work in the United States as an employee, employer, consultant, agent, principal, partner, manager, stockholder, officer, director, or in any other individual or representative capacity for any person or entity who is competitive with the business of providing information technology software consulting services. The ownership by Employee of 5% or less of the issued and outstanding shares of a class of securities which is traded on a national securities exchange or in the over-the-counter market, shall not cause Employee to be deemed a stockholder under this subparagraph 11(c) or constitute a breach of this subparagraph 11(c).

(d) Employee will not, during the Employment Term and for a period of 60 months thereafter, on his behalf or on behalf of any other business enterprise, directly or indirectly, under any circumstance other than at the direction and for the benefit of the Company, (i) solicit for employment or hire any person employed by the Company or any of its subsidiaries, or (ii) call on, solicit, or take away any person or entity who was a customer of the Company or any of its subsidiaries or affiliates during Employee's employment with the Company, in either case for a business that is competitive with the business of providing information technology software consulting services.

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

12. COMPANY PROPERTY.

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

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

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

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

15. NOTICE. Except as otherwise expressly provided, any notice, request, demand or other communication permitted or required to be given under this Agreement shall be in writing, shall be sent by one of the following means to the Employee at his address set forth on the signature page of this Agreement and to the Company at 1120 South Capital of Texas Highway, Building 3, Suite 220, Austin, Texas 78746, Attention: Chief Executive Officer (or to such other address as shall be designated hereunder by notice to the other parties and persons receiving copies, effective upon actual receipt), and shall be deemed conclusively to have been given: (a) on the first business day following the day timely deposited with Federal Express (or other equivalent national overnight courier) or United States Express Mail, with the cost of delivery prepaid or for the account of the sender; (b) on the fifth business day following the day duly sent by certified or registered United States mail, postage prepaid and return receipt requested; or (c) when otherwise actually received by the addressee on a business day (or on the next business day if received after the close of normal business hours or on any non-business day).

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

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

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

19. COUNTERPARTS; TEXAS GOVERNING LAW; AMENDMENTS; ENTIRE AGREEMENT; SURVIVAL OF TERMS. This Agreement may be executed in two counterpart copies, each of which may be executed by one of the parties hereto, but all of which, when taken together, shall constitute a single agreement binding upon all of the parties hereto. This Agreement and all other aspects of the Employee's employment shall be governed by and construed in accordance with the applicable laws pertaining in the State of Texas (other than those that would defer to the substantive laws of another jurisdiction). Each and every modification and amendment of this Agreement shall be in writing and signed by the parties hereto, and any waiver of, or consent to any departure from, any term or provision of this Agreement shall be in writing and signed by each affected party hereto. This Agreement contains the entire agreement of the parties and supersedes all prior representations, agreements and understandings, oral or otherwise, between the parties with respect to the matters contained herein. In the event of any conflict between this Agreement and any Award Agreement, this Agreement shall control. Paragraphs 9 through 13 hereof (and paragraphs 14 through 19 hereof as they may apply to such paragraphs) shall survive the expiration or termination of this Agreement for any reason.

[Signature page follows.]

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

PERFICIENT, INC.

By: /s/ John T. McDonald

Name: John T. McDonald
Title: Chief Executive Officer

/s/ Jeffrey S. Davis 8/3/06

Jeffrey S. Davis, Individually

Address:	One City Place Drive, Suite 190 St. Louis, MO 63141
Telephone:	(314) 995-8810
Facsimile:	(314) 995-8802

EXHIBIT 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

I, John T. McDonald, Chief Executive Officer of Perficient, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Perficient, Inc.;

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

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

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

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

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

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

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

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

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

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

Date: August 8, 2006

/s/ John T. McDonald

John T. McDonald,
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

I, Michael D. Hill, Chief Financial Officer of Perficient, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Perficient, Inc.;

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

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

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

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

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

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

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

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

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

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

Date: August 8, 2006	/s/ Michael D. Hill
	Michael D. Hill, Chief Financial Officer

EXHIBIT 32.1

**CERTIFICATION OF
CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
OF PERFICIENT, INC.
PURSUANT TO 18 U.S.C. §1350**

In connection with the accompanying report on Form 10-Q for the period ended June 30, 2006 and filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John T. McDonald, Chief Executive Officer of Perficient, Inc. (the "Company"), hereby certify that:

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

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

/s/ John T. McDonald

John T. McDonald,
Chief Executive Officer
August 8, 2006

In connection with the accompanying report on Form 10-Q for the period ended June 30, 2006 and filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael D. Hill, Chief Financial Officer of Perficient, Inc. (the "Company"), hereby certify that:

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

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

/s/ Michael D. Hill

Michael D. Hill,
Chief Financial Officer
August 8, 2006