**ACCOUNTS RECEIVABLE PURCHASE AGREEMENT**

**Featured Silicon Valley Group Inc. Receivables Purchase Agreements**

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 SILICON VALLEY FINANCIAL SERVICES

 A Division of Silicon Valley Bank

 3003 Tasman Drive

 Santa Clara, Ca. 95054

 (408) 654-1000 - Fax (408) 980-6410

 ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

 This Accounts Receivable Purchase Agreement (the "Agreement") is made

on this TWELFTH day of JANUARY 1999, by and between Silicon Valley Financial

Services (a division of Silicon Valley Bank) ("Buyer") having a place of

business at the address specified above and PERFICIENT, INC., a TEXAS

corporation, ("Seller") having its principal place of business and chief

executive office at

 Street Address: 7600-B N. Coth

 City: Austin

 County: Travis

 State: Texas

 Zip code: 78731

 Phone: 512/306-7337

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

meanings.

 1.1. "Account Balance" shall mean, on any given day, the gross amount of

all Purchased Receivables unpaid on that day.

 1.2. "Account Debtor" shall have the meaning set forth in the California

Uniform Commercial Code and shall include any person liable on any Purchased

Receivable, including without limitation, any guarantor of the Purchased

Receivable and any issuer of a letter of credit or banker's acceptance.

 1.3. "Adjustments" shall mean all discounts, allowances, returns, disputes,

counterclaims, offsets, defenses, rights of recoupment, rights of return,

warranty claims, or short payments, asserted by or on behalf of any Account

Debtor with respect to any Purchased Receivable.

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

3.3 hereof.

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

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

 1.7. "Collections" shall mean all good funds received by Buyer from or

on behalf of an Account Debtor with respect to Purchased Receivables.

 1.8 "Compliance Certificate" shall mean a certificate, in a form provided

by Buyer to Seller, which contains the certification of the chief financial

officer of Seller that, among other things, the representations and warranties

set forth in this Agreement are true and correct as of the date such certificate

is delivered.

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

hereof.

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

hereof.

 1.11. "Invoice Transmittal" shall mean a writing signed by an authorized

representative of Seller which accurately identifies the receivables which

Buyer, at its election, may purchase, and includes for each such receivable the

correct amount owed by the Account Debtor, the name and address of the Account

Debtor, the invoice number, the invoice date and the account code.

 1.12. "Obligations" shall mean all advances, financial accommodations,

liabilities, obligations, covenants and duties owing, arising, due or payable by

Seller to Buyer of any kind or nature, present or future, arising under or in

connection with this Agreement or under any other document, instrument or

agreement, whether or not evidenced by any note, guarantee or other instrument,

whether arising on account or by overdraft, whether direct or indirect

(including those acquired by assignment) absolute or contingent, primary or

secondary, due or to become due, now owing or hereafter arising, and however

acquired; including, without limitation, all Advances, Finance Charges,

Administrative Fees, interest, Repurchase Amounts, fees, expenses, professional

fees and attorneys' fees and any other sums chargeable to Seller hereunder or

otherwise.

 1.13. "Purchased Receivables" shall mean all those accounts, receivables,

chattel paper, instruments, contract rights, documents, general intangibles,

letters of credit, drafts, bankers acceptances, and rights to payment, and all

proceeds thereof (all of the foregoing being referred to as "receivables"),

arising out of the invoices and other agreements identified on or delivered with

any Invoice Transmittal delivered by Seller to Buyer which Buyer elects to

purchase and for which Buyer makes an Advance.

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

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

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

hereof.

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

Reconciliation Period.

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

year.

2. PURCHASE AND SALE OF RECEIVABLES.

 2.1. OFFER TO SELL RECEIVABLES. During the term hereof, and provided that

there does not then exist any Event of Default or any event that with notice,

lapse of time or otherwise would constitute an Event of Default, Seller may

request that Buyer purchase receivables and Buyer may, in its sole discretion,

elect to purchase receivables. Seller shall deliver to Buyer an Invoice

Transmittal with respect to any receivable for which a request for purchase is

made. An authorized representative of Seller shall sign each Invoice Transmittal

delivered to Buyer. Buyer shall be entitled to rely on all the information

provided by Seller to Buyer on or with the Invoice Transmittal and to rely on

the signature on any Invoice Transmittal as an authorized signature of Seller.

 2.2. ACCEPTANCE OF RECEIVABLES. Buyer shall have no obligation to purchase

any receivable listed on an Invoice Transmittal. Buyer may exercise its sole

discretion in approving the credit of each Account Debtor before buying any

receivable. Upon acceptance by Buyer of all or any of the receivables described

on any Invoice Transmittal, Buyer shall pay to Seller 80 (%) percent of the face

amount of each receivable Buyer desires to purchase. Such payment shall be the

"Advance" with respect to such receivable. Buyer may, from time to time, in its

sole discretion, change the percentage of the Advance. Upon Buyer's acceptance

of the receivable and payment to Seller of the Advance, the receivable shall

become a "Purchased Receivable." It shall be a condition to each Advance that

(i) all of the representations and warranties set forth in Section 6 of this

Agreement be true and correct on and as of the date of the related Invoice

Transmittal and on and as of the date of such Advance as though made at and as

of each such date, and (ii) no Event of Default or any event or condition that

with notice, lapse of time or otherwise would constitute an Event of Default

shall have occurred and be continuing, or would result from such Advance.

Notwithstanding the foregoing, in no event shall the aggregate amount of all

Purchased Receivables outstanding at any time exceed THREE HUNDRED THOUSAND AND

NO/100\*\*\*\*\* Dollars ($300,000.00).

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 2.3. EFFECTIVENESS OF SALE TO BUYER. Effective upon Buyer's payment of an

Advance, and for and in consideration therefor and in consideration of the

covenants of this Agreement, Seller hereby absolutely sells, transfers and

assigns to Buyer, all of Seller's right, title and interest in and to each

Purchased Receivable and all monies due or which may become due on or with

respect to such Purchased Receivable. Buyer shall be the absolute owner of each

Purchased Receivable. Buyer shall have, with respect to any goods related to the

Purchased Receivable, all the rights and remedies of an unpaid seller under the

California Uniform Commercial Code and other applicable law, including the

rights of replevin, claim and delivery, reclamation and stoppage in transit.

 2.4. ESTABLISHMENT OF A RESERVE. Upon the purchase by Buyer of each

Purchased Receivable, Buyer shall establish a reserve. The reserve shall be the

amount by which the face amount of the Purchased Receivable exceeds the Advance

on that Purchased Receivable (the "Reserve"); provided, the Reserve with respect

to all Purchased Receivables outstanding at any one time shall be an amount not

less than 20 (%) percent of the Account Balance at that time and may be set at a

higher percentage at Buyer's sole discretion. The reserve shall be a book

balance maintained on the records of Buyer and shall not be a segregated fund.

3. COLLECTIONS, CHARGES AND REMITTANCES.

 3.1. COLLECTIONS. Upon receipt by Buyer of Collections, Buyer shall

promptly credit such Collections to Seller's Account Balance on a daily basis;

provided, that if Seller is in default under this Agreement, Buyer shall apply

all Collections to Seller's Obligations hereunder in such order and manner as

Buyer may determine. If an item of collection is not honored or Buyer does not

receive good funds for any reason, the amount shall be included in the Account

Balance as if the Collections had not been received and Finance Charges under

Section 3.2 shall accrue thereon.

 3.2. FINANCE CHARGES. On each Reconciliation Date Seller shall pay to Buyer

a finance charge in an amount equal to 1.25 (%) percent per month of the average

daily Account Balance outstanding during the applicable Reconciliation Period

(the "Finance Charges"). Effective March 1, 1999, Seller shall pay to Buyer a

Finance Charge in an amount equal to 2.25 (%) percent per month of the average

daily Account Balance outstanding during the applicable Reconciliation Period.

Buyer shall deduct the accrued Finance Charges from the Reserve as set forth in

Section 3.5 below.

 3.3. ADMINISTRATIVE FEE. On each Reconciliation Date Seller shall pay to

Buyer an Administrative Fee equal to .25 (%) percent of the face amount of each

Purchased Receivable first purchased during that Reconciliation Period (the

"Administrative Fee"). Effective March 1, 1999, Seller shall pay to Buyer an

Administrative Fee equal to .75 (%) percent of the face amount of each Purchased

Receivable first purchased during that Reconciliation Period. Buyer shall deduct

the Administrative Fee from the Reserve as set forth in Section 3.5 below.

 3.4. ACCOUNTING. Buyer shall prepare and send to Seller after the close of

business for each Reconciliation Period, an accounting of the transactions for

that Reconciliation Period, including the amount of all Purchased Receivables,

all Collections, Adjustments, Finance Charges, and the Administrative Fee. The

accounting shall be deemed correct and conclusive unless Seller makes written

objection to Buyer within thirty (30) days after the Buyer mails the accounting

to Seller.

 3.5. REFUND TO SELLER. Provided that there does not then exist an Event of

Default or any event or condition that with notice, lapse of time or otherwise

would constitute an Event of Default, Buyer shall refund to Seller by check

after the Reconciliation Date, the amount, if any, which Buyer owes to Seller at

the end of the Reconciliation Period according to the accounting prepared by

Buyer for that Reconciliation Period (the "Refund"). The Refund shall be an

amount equal to:

 (A) (1) The Reserve as of the beginning of that Reconciliation

 Period, PLUS

 (2) the Reserve created for each Purchased Receivable purchased

 during that Reconciliation Period, MINUS

 (B) The total for that Reconciliation Period of:

 (1) the Administrative Fee;

 (2) Finance Charges;

 (3) Adjustments;

 (4) Repurchase Amounts, to the extent Buyer has agreed to accept

 payment thereof by deduction from the Refund;

 (5) the Reserve for the Account Balance as of the first day of

 the following Reconciliation Period in the minimum

 percentage set forth in Section 2.4 hereof; and

 (6) all amounts due, including professional fees and expenses, as

set forth in Section 12 for which oral or written demand has been made by Buyer

to Seller during that Reconciliation Period to the extent Buyer has agreed to

accept payment thereof by deduction from the Refund.

In the event the formula set forth in this Section 3.5 results in an amount due

to Buyer from Seller, Seller shall make such payment in the same manner as set

forth in Section 4.3 hereof for repurchases. If the formula set forth in this

Section 3.5 results in an amount due to Seller from Buyer, Buyer shall make such

payment by check, subject to Buyer's rights under Section 4.3 and Buyer's rights

of offset and recoupment.

4. RECOURSE AND REPURCHASE OBLIGATIONS.

 4.1. RECOURSE. Buyer's acquisition of Purchased Receivables from Seller

shall be with full recourse against Seller. In the event the Obligations exceed

the amount of Purchased Receivables and Collateral, Seller shall be liable for

any deficiency.

 4.2. SELLER'S AGREEMENT TO REPURCHASE. If Buyers demands, Seller will

repurchase any Purchased Receivable from Buyer for the full face amount or any

unpaid portion. Buyer may require Seller to repurchase a Purchased Receivable

if:

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

 date; or

 (B) which is owed by any Account Debtor who has filed, or has had filed

 against it, any bankruptcy case, assignment for the benefit of

 creditors, receivership, or insolvency proceeding or who has become

 insolvent (as defined in the United States Bankruptcy Code) or who is

 generally not paying its debts as such debts become due; or

 (C) with respect to which there has been any breach of warranty or

 representation set forth in Section 6 hereof or any breach of any

 covenant contained in this Agreement; or

 (D) with respect to which the Account Debtor asserts any discount,

 allowance, return, dispute, counterclaim, offset, defense, right of

 recoupment, right of return, warranty claim, or short payment;

together with all reasonable attorneys' and professional fees and expenses

and all court costs incurred by Buyer in collecting such Purchased Receivable

and/or enforcing its rights under, or collecting amounts owed by Seller in

connection with, this Agreement (collectively, the "Repurchase Amount").

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 4.3. SELLER'S PAYMENT OF THE REPURCHASE AMOUNT OR OTHER AMOUNTS DUE BUYER.

When any Repurchase Amount or other amount owing to Buyer becomes due, Buyer

shall inform Seller of the manner of payment which may be any one or more of the

following in Buyer's sole discretion: (a) in cash immediately upon demand

therefor; (b) by delivery of substitute invoices and an Invoice Transmittal

acceptable to Buyer which shall thereupon become Purchased Receivables; (c) by

adjustment to the Reserve pursuant to Section 3.5 hereof; (d) by deduction from

or offset against the Refund that would otherwise be due and payable to Seller;

(e) by deduction from or offset against the amount that otherwise would be

forwarded to Seller in respect of any further Advances that may be made by

Buyer; or (f) by any combination of the foregoing as Buyer may from time to time

choose.

 4.4. SELLER'S AGREEMENT TO REPURCHASE ALL PURCHASED RECEIVABLES. Upon and

after the occurrence of an Event of Default, Seller shall, upon Buyer's demand

(or, in the case of an Event of Default under Section 9(B), immediately without

notice or demand from Buyer) repurchase all the Purchased Receivables then

outstanding , or such portion thereof as Buyer may demand. Such demand may, at

Buyer's option, include and Seller shall pay to Buyer immediately upon demand,

cash in an amount equal to the Advance with respect to each Purchased Receivable

then outstanding together with all accrued Finance Charges, Adjustments,

Administrative Fees, attorney's and professional fees, court costs and expenses

as provided for herein, and any other Obligations. Upon receipt of payment in

full of the Obligations, Buyer shall immediately instruct Account Debtors to pay

Seller directly, and return to Seller any Refund due to Seller. For the purpose

of calculating any Refund due under this Section only, the Reconciliation Date

shall be deemed to be the date Buyer receives payment in good funds of all the

Obligations as provided in this Section 4.4.

5. POWER OF ATTORNEY. Seller does hereby irrevocably appoint Buyer and its

successors and assigns as Seller's true and lawful attorney in fact, and hereby

authorizes Buyer, regardless of whether there has been an Event of Default, (a)

to sell, assign, transfer, pledge, compromise, or discharge the whole or any

part of the Purchased Receivables; (b) to demand, collect, receive, sue, and

give releases to any Account Debtor for the monies due or which may become due

upon or with respect to the Purchased Receivables and to compromise, prosecute,

or defend any action, claim, case or proceeding relating to the Purchased

Receivables, including the filing of a claim or the voting of such claims in any

bankruptcy case, all in Buyer's name or Seller's name, as Buyer may choose; (c)

to prepare, file and sign Seller's name on any notice, claim, assignment,

demand, draft, or notice of or satisfaction of lien or mechanics' lien or

similar document with respect to Purchased Receivables; (d) to notify all

Account Debtors with respect to the Purchased Receivables to pay Buyer directly;

(e) to receive, open, and dispose of all mail addressed to Seller for the

purpose of collecting the Purchased Receivables; (f) to endorse Seller's name on

any checks or other forms of payment on the Purchased Receivables; (g) to

execute on behalf of Seller any and all instruments, documents, financing

statements and the like to perfect Buyer's interests in the Purchased

Receivables and Collateral; and (h) to do all acts and things necessary or

expedient, in furtherance of any such purposes. If Buyer receives a check or

item which is payment for both a Purchased Receivable and another receivable,

the funds shall first be applied to the Purchased Receivable and, so long as

there does not exist an Event of Default or an event that with notice, lapse of

time or otherwise would constitute an Event of Default, the excess shall be

remitted to Seller. Upon the occurrence and continuation of an Event of Default,

all of the power of attorney rights granted by Seller to Buyer hereunder shall

be applicable with respect to all Purchased Receivables and all Collateral.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

 6.1. RECEIVABLES' WARRANTIES, REPRESENTATIONS AND COVENANTS. To induce

Buyer to buy receivables and to render its services to Seller, and with full

knowledge that the truth and accuracy of the following are being relied upon by

the Buyer in determining whether to accept receivables as Purchased Receivables,

Seller represents, warrants, covenants and agrees, with respect to each Invoice

Transmittal delivered to Buyer and each receivable described therein, that:

 (A) Seller is the absolute owner of each receivable set forth in the

 Invoice Transmittal and has full legal right to sell, transfer and assign

 such receivables;

 (B) The correct amount of each receivable is as set forth in the Invoice

 Transmittal and is not in dispute;

 (C) The payment of each receivable is not contingent upon the fulfillment

 of any obligation or contract, past or future and any and all obligations

 required of the Seller have been fulfilled as of the date of the Invoice

 Transmittal;

 (D) Each receivable set forth on the Invoice Transmittal is based on an

 actual sale and delivery of goods and/or services actually rendered, is

 presently due and owing to Seller, is not past due or in default, has not

 been previously sold, assigned, transferred, or pledged, and is free of any

 and all liens, security interests and encumbrances other than liens,

 security interests or encumbrances in favor of Buyer or any other division

 or affiliate of Silicon Valley Bank;

 (E) There are no defenses, offsets, or counterclaims against any of the

 receivables, and no agreement has been made under which the Account Debtor

 may claim any deduction or discount, except as otherwise stated in the

 Invoice Transmittal;

 (F) Each Purchased Receivable shall be the property of the Buyer and shall

 be collected by Buyer, but if for any reason it should be paid to Seller,

 Seller shall promptly notify Buyer of such payment, shall hold any checks,

 drafts, or monies so received in trust for the benefit of Buyer, and shall

 promptly transfer and deliver the same to the Buyer;

 (G) Buyer shall have the right of endorsement, and also the right to

 require endorsement by Seller, on all payments received in connection with

 each Purchased Receivable and any proceeds of Collateral;

 (H) Seller, and to Seller's best knowledge, each Account Debtor set forth

 in the Invoice Transmittal, are and shall remain solvent as that term is

 defined in the United States Bankruptcy Code and the California Uniform

 Commercial Code, and no such Account Debtor has filed or had filed against

 it a voluntary or involuntary petition for relief under the United States

 Bankruptcy Code;

 (I) Each Account Debtor named on the Invoice Transmittal will not object to

 the payment for, or the quality or the quantity of the subject matter of,

 the receivable and is liable for the amount set forth on the Invoice

 Transmittal;

 (J) Each Account Debtor shall promptly be notified, after acceptance by

 Buyer, that the Purchased Receivable has been transferred to and is payable

 to Buyer, and Seller shall not take or permit any action to countermand

 such notification; and

 (K) All receivables forwarded to and accepted by Buyer after the date

 hereof, and thereby becoming Purchased Receivables, shall comply with each

 and every one of the foregoing representations, warranties, covenants and

 agreements referred to above in this Section 6.1.

 6.2. ADDITIONAL WARRANTIES, REPRESENTATIONS AND COVENANTS. In addition to

the foregoing warranties, representations and covenants, to induce Buyer to buy

receivables and to render its services to Seller, Seller hereby represents,

warrants, covenants and agrees that:

 (A) Seller will not assign, transfer, sell, or grant, or permit any lien

 or security interest in any Purchased Receivables or Collateral to or in

 favor of any other party, without Buyer's prior written consent;

 (B) The Seller's name, form of organization, chief executive office, and

 the place where the records concerning all Purchased Receivables and

 Collateral are kept is set forth at the beginning of this Agreement,

 Collateral is located only at the location set forth in the beginning of

 this Agreement, or, if located at any additional location, as set forth on

 a schedule attached to this Agreement, and Seller will give Buyer at least

 thirty (30) days prior written

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 notice if such name, organization, chief executive office or other

 locations of Collateral or records concerning Purchased Receivables or

 Collateral is changed or added and shall execute any documents necessary

 to perfect Buyer's interest in the Purchased Receivables and the

 Collateral;

 (C) Seller shall (i) pay all of its normal gross payroll for employees, and

 all federal and state taxes, as and when due, including without limitation

 all payroll and withholding taxes and state sales taxes; (ii) deliver at

 any time and from time to time at Buyer's request, evidence satisfactory to

 Buyer that all such amounts have been paid to the proper taxing

 authorities; and (iii) if requested by Buyer, pay its payroll and related

 taxes through a bank or an independent payroll service acceptable to Buyer.

 (D) Seller has not, as of the time Seller delivers to Buyer an Invoice

 Transmittal, or as of the time Seller accepts any Advance from Buyer, filed

 a voluntary petition for relief under the United States Bankruptcy Code or

 had filed against it an involuntary petition for relief;

 (E) If Seller owns, holds or has any interest in, any copyrights (whether

 registered, or unregistered), patents or trademarks, and licenses of any of

 the foregoing, such interest has been disclosed to Buyer and is

 specifically listed and identified on a schedule to this Agreement, and

 Seller shall immediately notify Buyer if Seller hereafter obtains any

 interest in any additional copyrights, patents, trademarks or licenses that

 are significant in value or are material to the conduct of its business;

 and

 (F) Seller shall provide Buyer with a Compliance Certificate (i) on a

 quarterly basis to be received by Buyer no later than the fifth calendar

 day following each calendar quarter, and; (ii) on a more frequent or other

 basis if and as requested by Buyer.

7. ADJUSTMENTS. In the event of a breach of any of the representations,

warranties, or covenants set forth in Section 6.1, or in the event any

Adjustment or dispute is asserted by any Account Debtor, Seller shall promptly

advise Buyer and shall, subject to the Buyer's approval, resolve such disputes

and advise Buyer of any adjustments. Unless the disputed Purchased Receivable is

repurchased by Seller and the full Repurchase Amount is paid, Buyer shall remain

the absolute owner of any Purchased Receivable which is subject to Adjustment or

repurchase under Section 4.2 hereof, and any rejected, returned, or recovered

personal property, with the right to take possession thereof at any time. If

such possession is not taken by Buyer, Seller is to resell it for Buyer's

account at Seller's expense with the proceeds made payable to Buyer. While

Seller retains possession of said returned goods, Seller shall segregate said

goods and mark them "property of Silicon Valley Financial Services."

8. SECURITY INTEREST. To secure the prompt payment and performance to Buyer of

all of the Obligations, Seller hereby grants to Buyer a continuing lien upon and

security interest in all of Seller's now existing or hereafter arising rights

and interest in the following , whether now owned or existing or hereafter

created, acquired, or arising, and wherever located (collectively, the

"Collateral"):

 (A) All accounts, receivables, contract rights, chattel paper, instruments,

 documents, investment property, letters of credit, bankers acceptances,

 drafts, checks, cash, securities, and general intangibles (including,

 without limitation, all claims, causes of action, deposit accounts,

 guaranties, rights in and claims under insurance policies (including rights

 to premium refunds), rights to tax refunds, copyrights, patents,

 trademarks, rights in and under license agreements, and all other

 intellectual property);

 (B) All inventory, including Seller's rights to any returned or rejected

 goods, with respect to which Buyer shall have all the rights of any unpaid

 seller, including the rights of replevin, claim and delivery, reclamation,

 and stoppage in transit;

 (C) All monies, refunds and other amounts due Seller, including, without

 limitation, amounts due Seller under this Agreement (including Seller's

 right of offset and recoupment);

 (D) All equipment, machinery, furniture, furnishings, fixtures, tools,

 supplies and motor vehicles;

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

 and gas);

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

 foregoing;

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

 (H) All proceeds of the foregoing, whether due to voluntary or involuntary

 disposition, including insurance proceeds.

 Seller is not authorized to sell, assign, transfer or otherwise convey any

Collateral without Buyer's prior written consent, except for the sale of

finished inventory in the Seller's usual course of business. Seller agrees to

sign UCC financing statements, in a form acceptable to Buyer, and any other

instruments and documents requested by Buyer to evidence, perfect, or protect

the interests of Buyer in the Collateral. Seller agrees to deliver to Buyer the

originals of all instruments, chattel paper and documents evidencing or related

to Purchased Receivables and Collateral.

9. DEFAULT. The occurrence of any one or more of the following shall constitute

an Event of Default hereunder.

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

 (B) There shall be commenced by or against Seller any voluntary or

 involuntary case under the United States Bankruptcy Code, or any assignment

 for the benefit of creditors, or appointment of a receiver or custodian for

 any of its assets;

 (C) Seller shall become insolvent in that its debts are greater than the

 fair value of its assets, or Seller is generally not paying its debts as

 they become due or is left with unreasonably small capital;

 (D) Any involuntary lien, garnishment, attachment or the like is issued

 against or attaches to the Purchased Receivables or any Collateral;

 (E) Seller shall breach any covenant, agreement, warranty, or

 representation set forth herein, and the same is not cured to Buyer's

 satisfaction within ten (10) days after Buyer has given Seller oral or

 written notice thereof; provided, that if such breach is incapable of being

 cured it shall constitute an immediate default hereunder;

 (F) Seller is not in compliance with, or otherwise is in default under, any

 term of any document, instrument or agreement evidencing a debt, obligation

 or liability of any kind or character of Seller, now or hereafter existing,

 in favor of Buyer or any division or affiliate of Silicon Valley Bank,

 regardless of whether such debt, obligation or liability is direct or

 indirect, primary or secondary, joint, several or joint and several, or

 fixed or contingent, together with any and all renewals and extensions of

 such debts, obligations and liabilities, or any part thereof;

 (G) An event of default shall occur under any guaranty executed by any

 guarantor of the Obligations of Seller to Buyer under this Agreement, or

 any material provision of any such guaranty shall for any reason cease to

 be valid or enforceable or any such guaranty shall be repudiated or

 terminated, including by operation of law;

 (H) A default or event of default shall occur under any agreement between

 Seller and any creditor of Seller that has entered into a subordination

 agreement with Buyer; or

 (I) Any creditor that has entered into a subordination agreement with Buyer

 shall breach any of the terms of or not comply with such subordination

 agreement.

10. REMEDIES UPON DEFAULT. Upon the occurrence of an Event of Default, (1)

without implying any obligation to buy receivables, Buyer may cease buying

receivables or extending any financial accommodations to Seller; (2) all or a

portion of the Obligations shall be, at the option of and upon demand by Buyer,

or with respect to an Event of Default described in Section 9(B), automatically

and without notice or demand, due and payable in full; and (3) Buyer shall have

and may exercise all the rights and remedies under this Agreement and under

applicable law, including the rights and remedies of a secured party under the

California Uniform Commercial Code, all the power of attorney rights described

in Section 5 with respect to all Collateral,

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and the right to collect, dispose of, sell, lease, use, and realize upon all

Purchased Receivables and all Collateral in any commercial reasonable manner.

Seller and Buyer agree that any notice of sale required to be given to Seller

shall be deemed to be reasonable if given five (5) days prior to the date on or

after which the sale may be held. In the event that the Obligations are

accelerated hereunder, Seller shall repurchase all of the Purchased Receivables

as set forth in Section 4.4.

11. ACCRUAL OF INTEREST. If any amount owed by Seller hereunder is not paid when

due, including, without limitation, amounts due under Section 3.5, Repurchase

Amounts, amounts due under Section 12, and any other Obligations, such amounts

shall bear interest at a per annum rate equal to the per annum rate of the

Finance Charges until the earlier of (i) payment in good funds or (ii) entry of

a final judgment thereof, at which time the principal amount of any money

judgment remaining unsatisfied shall accrue interest at the highest rate allowed

by applicable law.

12. FEES, COSTS AND EXPENSES; INDEMNIFICATION. THE SELLER WILL PAY TO BUYER

IMMEDIATELY ON DEMAND ALL FEES, COSTS AND EXPENSES (INCLUDING FEES OF ATTORNEYS

AND PROFESSIONALS AND THEIR COSTS AND EXPENSES ) THAT BUYER INCURS OR MAY IMPOSE

IN CONNECTION WITH ANY OF THE FOLLOWING: (a) PREPARING, NEGOTIATING,

ADMINISTERING, AND ENFORCING THIS AGREEMENT OR ANY OTHER AGREEMENT EXECUTED IN

CONNECTION WITH THIS AGREEMENT, INCLUDING ANY AMENDMENTS, WAIVERS OR CONSENTS,

(b) ANY LITIGATION OR DISPUTE (WHETHER INSTITUTED BY BUYER, SELLER OR ANY OTHER

PERSON) ABOUT THE PURCHASED RECEIVABLES, THE COLLATERAL, THIS AGREEMENT OR ANY

OTHER AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, (c) ENFORCING ANY

RIGHTS AGAINST SELLER OR ANY GUARANTOR, OR ANY ACCOUNT DEBTOR, (d) PROTECTING OR

ENFORCING ITS INTEREST IN THE PURCHASED RECEIVABLES OR THE COLLATERAL, (e)

COLLECTING THE PURCHASED RECEIVABLES AND THE OBLIGATIONS, AND (f) THE

REPRESENTATION OF BUYER IN CONNECTION WITH ANY BANKRUPTCY CASE OR INSOLVENCY

PROCEEDING INVOLVING SELLER, ANY PURCHASED RECEIVABLE, THE COLLATERAL, ANY

ACCOUNT DEBTOR, OR ANY GUARANTOR. SELLER SHALL INDEMNIFY AND HOLD BUYER HARMLESS

FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, COSTS, EXPENSES, AND

LIABILITIES OF ANY NATURE WHATSOEVER ARISING IN CONNECTION WITH ANY OF THE

FOREGOING.

13. SEVERABILITY, WAIVER, AND CHOICE OF LAW. In the event that any provision of

this Agreement is deemed invalid by reason of law, this Agreement will be

construed as not containing such provision and the remainder of the Agreement

shall remain in full force and effect. Buyer retains all of its rights, even if

it makes an Advance after a default. If Buyer waives a default, it may enforce a

later default. Any consent or waiver under, or amendment of, this Agreement must

be in writing. Nothing contained herein, or any action taken or not taken by

Buyer at any time, shall be construed at any time to be indicative of any

obligation or willingness on the part of Buyer to amend this Agreement or to

grant to Seller any waivers or consents. This Agreement has been transmitted by

Seller to Buyer at Buyer's office in the State of California and has been

executed and accepted by Buyer in the State of California.

 THIS AGREEMENT IS GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE

INTERNAL LAWS OF THE STATE OF CALIFORNIA.

Notwithstanding the choice of law Buyer and Seller agree that if this agreement

is ever deemed to be subject to Texas law, the transaction governed by this

Agreement is an "account purchase transaction" as defined in Article 5069-1.14

of Vernon's Annotated Texas Statutes and the discount provided in Section 2.2

and all fees and charges under the terms of this Agreement are not and shall not

be deeemed to be compensation contracted for, charged or received by Buyer for

the use, forbearance or detention of money.

14. ACCOUNT COLLECTION SERVICES. Certain Account Debtors may require or prefer

that all of Seller's receivables be paid to the same address and/or party, or

Seller and Buyer may agree that all receivables with respect to certain Account

Debtors be paid to one party. In such event Buyer and Seller may agree that

Buyer shall collect all receivables whether owned by Seller or Buyer and

(provided that there does not then exist an Event of Default or event that with

notice, lapse or time or otherwise would constitute an Event of Default, and

subject to Buyer's rights in the Collateral) Buyer agrees to remit to Seller the

amount of the receivables collections it receives with respect to receivables

other than Purchased Receivables. It is understood and agreed by Seller that

this Section does not impose any affirmative duty on Buyer to do any act other

than to turn over such amounts. All such receivables and collections are

Collateral and in the event of Seller's default hereunder, Buyer shall have no

duty to remit collections of Collateral and may apply such collections to the

obligations hereunder and Buyer shall have the rights of a secured party under

the California Uniform Commercial Code.

15. NOTICES. All notices shall be given to Buyer and Seller at the addresses or

faxes set forth on the first page of this Agreement and shall be deemed to have

been delivered and received: (a) if mailed, three (3) calendar days after

deposited in the United States mail, first class, postage pre-paid, (b) one (1)

calendar day after deposit with an overnight mail or messenger service; or (c)

on the same date of confirmed transmission if sent by hand delivery, telecopy,

telefax or telex.

16. ARBITRATION. AT THE REQUEST AT ANY TIME OF EITHER PARTY, ANY CONTROVERSIES

CONCERNING THIS AGREEMENT WILL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE

UNITED STATES ARBITRATION ACT, AND UNDER THE COMMERCIAL ARBITRATION RULES AND

ADMINISTRATION OF THE AMERICAN ARBITRATION ASSOCIATION. THE UNITED STATES

ARBITRATION ACT WILL SUPPLEMENT CALIFORNIA LAW, AS APPROPRIATE, EVEN THOUGH THIS

AGREEMENT PROVIDES THAT IT IS OTHERWISE GOVERNED BY CALIFORNIA LAW.

17. TERM AND TERMINATION. The term of this Agreement shall be for one (1) year

from the date hereof, and from year to year thereafter unless terminated in

writing by Buyer or Seller. Seller and Buyer shall each have the right to

terminate this Agreement at any time. Notwithstanding the foregoing, any

termination of this Agreement shall not affect Buyer's security interest in the

Collateral and Buyer's ownership of the Purchased Receivables, and this

Agreement shall continue to be effective, and Buyer's rights and remedies

hereunder shall survive such termination, until all transactions entered into

and Obligations incurred hereunder or in connection herewith have been completed

and satisfied in full.

18. TITLES AND SECTION HEADINGS. The titles and section headings used herein are

for convenience only and shall not be used in interpreting this Agreement.

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19. OTHER AGREEMENTS. The terms and provisions of this Agreement shall not

adversely affect the rights of Buyer or any other division or affiliate of

Silicon Valley Bank under any other document, instrument or agreement. The terms

of such other documents, instruments and agreements shall remain in full force

and effect notwithstanding the execution of this Agreement. In the event of a

conflict between any provision of this Agreement and any provision of any other

document, instrument or agreement between Seller on the one hand, and Buyer or

any other division or affiliate of Silicon Valley Bank on the other hand, Buyer

shall determine in its sole discretion which provision shall apply. Seller

acknowledges specifically that any security agreements, liens and/or security

interests currently securing payment of any obligations of Seller owing to Buyer

or any other division or affiliate of Silicon Valley Bank also secure Seller's

obligations under this Agreement, and are valid and subsisting and are not

adversely affected by execution of this Agreement. Seller further acknowledges

that (a) any collateral under other outstanding security agreements or other

documents between Seller and Buyer or any other division or affiliate of Silicon

Valley Bank secures the obligations of Seller under this Agreement and (b) a

default by Seller under this Agreement constitutes a default under other

outstanding agreements between Seller and Buyer or any other division or

affiliate of Silicon Valley Bank.

 IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement on the

day and year above written.

SELLER: PERFICIENT, INC.

By Bryan Menell

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Title President

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BUYER: SILICON VALLEY FINANCIAL SERVICES

 A division of Silicon Valley Bank

By Doug Mangum

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Title Senior Vice President

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