

Confidentiality, Restrictive Covenant and Inventions Agreement

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CONFIDENTIALITY, RESTRICTIVE COVENANT AND INVENTIONS AGREEMENT

This Confidentiality, Restrictive Covenant and Inventions Agreement (the "Agreement") is entered into between Perficient, Inc. (the "Company") and the undersigned individual ("Employee") on the following terms:

Employment and Duties

1. The employment relationship between the Company and Employee is at-will, i.e., it is not of a definite term and will continue only so long as both Employee and the Company wish for it to continue.
2. Employee owes a duty of loyalty, confidentiality and allegiance to act at all times in the best interests of the Company. Employee agrees not to do any act which would injure the Company's business, interests, or reputation.

Confidential Information and Restrictive Covenants

3. The Company is in the business of providing information technology consulting and/or programming services and information technology solutions to its clients.
4. In the course and scope of employment with the Company, Employee will use and have access to Confidential Information. "Confidential Information" means any and all proprietary information and materials, as well as all trade secrets, belonging to the Company, its customers, or other third parties who furnished such information, materials, or trade secrets with expectations of confidentiality.
5. Confidential Information includes, without limitation and regardless of whether it is explicitly identified or marked as confidential or proprietary: (i) Inventions (defined below) and technical information, including computer programs, software, databases, know-how, code, discoveries, programming techniques, inventions, designs, developments, improvements, copyrightable and patentable material, original works of authorship, and trade secrets; (ii) non-public business information of Company or its customers including business plans and strategies, compensation data, non-public financial results and information, non-public sales, marketing, sales volume and profitability data (including by office, business partner, or product), pricing, margins, costs, bidding and marketing strategies, information regarding the skills, compensation, and contact information of employees and contractors of Company, and similar items, (iii) Company customer lists and needs, plans, requirements, expectations, and upcoming projects; (iv) information as to future plans of the Company, or customers, including marketing strategies, sales plans, pending projects and proposals, research and development efforts and strategies, and similar items; and (v) other information of the Company, its affiliates, its customers or other third parties that grants an advantage over others in the industry by virtue of not being generally known.
6. Employee agrees at all times during the term of Employee's employment with the Company and thereafter not to directly or indirectly use or disclose (except as may be required for Employee to



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perform Employee's duties for the Company) any Confidential Information without the prior and specific written authorization of the Company.

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

8. Employee shall promptly deliver to the Company, at the termination of Employee's employment or otherwise when requested, all computer-related hardware, documents and materials in Employee's possession containing any Confidential Information.

9. Upon execution of this Agreement, Company agrees to associate Employee with the goodwill of the Company as an Employee of the Company. Employee agrees not to use Employee's association with the Company's goodwill for the benefit of any person or entity other than Company.

10. For a period of twenty-four (24) months after the termination of Employee's employment from the Company for any reason, Employee agrees to refrain from directly or indirectly:

- a. soliciting, for the purpose of providing products or services competitive to those products and services being offered by the Company, any Company clients or prospective clients with whom Employee had contact (or learned confidential information about) as an employee of the Company during the last twelve (12) months of employment with the Company; and/or
- b. providing products or services competitive to those products and services being offered by the Company to any Company clients or prospective clients with whom Employee had contact (or learned confidential information about) as an employee of the Company during the last twelve (12) months of employment with the Company.

11. For a period of twelve (12) months after the termination of Employee's employment from the Company for any reason, Employee agrees to refrain from directly or indirectly, soliciting, recruiting, hiring, or otherwise interfering with the employment of any employee, contractor or consultant of the Company who was an employee, contractor or consultant of the Company during the last twelve (12) months of Employee's employment with the Company. In the event a court of competent jurisdiction determines that Employee violated this paragraph of the Agreement and the solicited, recruited or hired away employee terminates his or her employment with the Company, the Company shall be entitled to liquidated damages from the Employee, but not as a penalty, an amount equal to fifty percent (50%) of the annual compensation the Company paid to the solicited, recruited or hired away employee, contractor or consultant in the twelve (12) months preceding the date on which the employee, contractor or consultant ended his or her relationship with the Company.

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

Inventions and Intellectual Property

13. Employee shall promptly and fully disclose to the Company any inventions, discoveries, designs, developments, improvements, copyrightable and patentable material, and trade secrets that Employee solely or jointly may conceive, develop, author, reduce to practice or otherwise produce during Employee's employment with the Company (collectively herein "Inventions").
14. Employee hereby assigns and transfers, to the Company all worldwide right, title and interest in such Inventions and any United States or foreign applications for patents, inventor's certificates or other industrial rights that may be filed thereon.
15. If an Invention constitutes an original work of authorship fixed in any tangible medium of expression which is the subject matter of copyright (such as videotapes, written presentations, computer programs, drawings, maps, models, manuals, brochures and the like), Company shall be deemed the author of such work if the work is prepared by Employee in the scope of Employee's employment.
16. If the work is not prepared by an Employee but is specifically ordered by Company as, without limitation, a contribution to a collective work, a translation, a supplementary work, a derivative work, as a compilation, or as an instructional text, then such work shall be considered to be a work made for hire and the Company shall be the author of the work and the owner of the intangible rights of copyright therein. Additionally, all documents drawings, memoranda, notes records, files, correspondence, manuals, models, specifications, computer programs, E-mail, voice mail, electronic databases, maps, and all other writings or materials of any type embodying any of such information, ideas, concepts, improvements, discoveries, inventions and/or copyrightable expressions are and shall be the sole and exclusive property of Company.
17. Employee waives and quitclaims to the Company any and all claims of any nature whatsoever that Employee now or hereafter may have for infringement of any patent application, patent, copyright, or other intellectual property right relating to any Inventions so assigned to the Company.
18. Both during the period of Employee's employment by Company and thereafter, Employee shall assist Company or its nominees, at any time and for reasonable compensation, in the protection of Company's worldwide right, title, and interest in and to information, ideas, concepts, improvements, discoveries, and inventions, and its copyrighted works, including without limitation, the execution of all formal assignment documents requested by Company or its nominees and the

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execution of all lawful oaths and declarations for applications for patents and registration of copyright in the United States and foreign countries.

19. Notwithstanding the foregoing, Employee's obligation to assign shall not apply to any Inventions about which the Employee can prove: (a) they were developed entirely on Employee's own time; (b) no equipment, supplies, facility, services or trade secret information of the Company was used in their development; (c) they do not relate (i) directly to the business of the Company; or (ii) to the actual or demonstrably anticipated business, research or development of the Company; and (d) they do not result from any work performed by Employee for the Company. Any inventions, discoveries, designs, developments, improvements, copyrightable and patentable material, and trade secrets relevant to the subject matter of Employee's employment by the Company that have been made or conceived or first reduced to practice by Employee alone (or jointly with others) *prior to Employee's employment by the Company* ("Employee Inventions") will not be recognized by the Company unless disclosed on Exhibit A, hereto, and agreed to by the signature of an authorized representative of the Company.

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

Remedies

21. The Company shall be entitled, in addition to other legal or equitable remedies and damages available, to an injunction to restrain the breach by Employee and all other persons acting for or with Employee. In the event a court of competent jurisdiction determines that the Employee breached this Agreement in any manner, the Company shall also be entitled to its reasonable costs and attorneys' fees associated with any legal or equitable action against the Employee relating to Employee's breach of the Agreement.

General Provisions

22. Employee agrees that no modification to this Agreement is valid unless it is in writing and signed by an authorized representative of the Company.

23. The Employee acknowledges and agrees that this Agreement is made, formed and accepted in the State of Missouri and the interpretation, validity and effect of this Agreement shall be governed by the laws of the State of Missouri without regard to its conflicts of laws principles, or any rule or decision that would apply the substantive laws of another jurisdiction.

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24. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT SHALL BE INSTITUTED AND LITIGATED EXCLUSIVELY IN THE COURTS OF THE STATE OF MISSOURI LOCATED IN THE COUNTY OF ST. LOUIS (OR, IF THERE IS JURISDICTION, THEN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA FOR THE EASTERN DISTRICT OF MISSOURI), AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. ALL PARTIES IRREVOCABLY AND UNCONDITIONALLY AGREE THAT VENUE IN SUCH COURTS IS PROPER AND WAIVE ANY CLAIM THAT VENUE IN SUCH COURTS IS NOT PROPER, THAT IT IS AN INCONVENIENT FORUM, OR THAT THE CASE SHOULD BE TRANSFERRED TO ANOTHER FORUM.

25. Employee acknowledges that Employee has been provided with the right and opportunity to consult with an attorney or other advisor concerning the legal effect of this Agreement and the rights and obligations Employee and the Company assume hereunder, and that Employee enters into this agreement voluntarily.

The Agreement is effective on the date the Agreement is executed by the Company. This Agreement has been read, accepted and agreed to by:

Perficient, Inc.

By:

Signature

Teresa Focht

Type or Printed Name

Its:

Director, Human Resources

Job Title

Date

Employee

By:

Signature

RAVINDHAR REDDY

Type or Printed Name

Its:

Lead Technical Consultant

Job Title

Date

07/06/2018

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EXHIBIT A

Employee Inventions

The following is a complete list of all inventions, discoveries, designs, developments, improvements, copyrightable and patentable material, and trade secrets relevant to the subject matter of my employment by the Company that I have made or conceived or were first reduced to practice by me alone (or jointly with others) prior to my employment by the Company:

Check all that apply:

☒ None.

☐ I have listed all such Employee Inventions below:

☐ Additional sheets attached.

Perficient / 07/06/2018
Signature of Employee / Date

Signature of authorized Company representative / Date



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