

PERFICIENT, INC. TERMS OF USE AND LICENSE – FREEWARE APPLICATION

Effective Date: June 1, 2018

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8. INFORMATION YOU PROVIDE. Your name, e-mail address, company name, phone number, and other information you choose to provide on the Application may be retained for continued marketing

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9. GENERAL PROVISIONS.

9.1. Entire Agreement. These Terms of Use constitute the entire agreement between the parties with respect to the use of the Application and supersede all prior and contemporaneous agreements and understandings regarding such subject matter.

9.2. Amendment. These Terms of Use may not be supplemented, modified, amended, released, discharged or waived, in whole or in part, by You.

9.3. Governing Law. These Terms of Use and all matters arising out of or relating to these Terms of Use shall be governed by the laws of the State of Missouri (without regard to any applicable conflicts of law rules) and the federal laws of the United States. Both parties consent to exclusive jurisdiction and venue in the federal courts sitting in St. Louis, Missouri, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the state courts sitting in St. Louis County, Missouri. You hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which You may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

9.4. Attorneys' Fees. In any action to enforce the terms of this Agreement or seeking damages relating thereto, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred in connection with such action, including any appeal of such action. This section shall survive the termination of this Agreement.

9.5. Reform. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.