UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2017

OR

☐ 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 001-36720

UPLAND SOFTWARE, INC.

(Exact name of registrant as specified in its charter)

State of Delaware	27-2992077
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
401 Congress Avenue, Suite 1850 Austin, Texas	78701
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (512) 960-1010

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 for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company.. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐		Accelerated filer	☐
Non-accelerated filer	☐	(Do not check if a smaller reporting company)	Smaller reporting company	☐

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Shares Outstanding at August 4, 2017
Common Stock, $0.0001 par value	20,599,395

Upland Software, Inc.

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Item 1. Financial Statements

Upland Software, Inc.
Condensed Consolidated Balance Sheets
(in thousands, except for share and per share information)

	June 30, 2017	December 31, 2016
	(unaudited)	*(audited)*
Assets		
Current assets:		
Cash and cash equivalents	$ 57,420	$ 28,758
Accounts receivable (net of allowance of $940 and $658 at June 30, 2017 and December 31, 2016, respectively)	14,278	15,254
Prepaid and other	2,766	3,287
Total current assets	74,464	47,299
Canadian tax credits receivable	1,242	978
Property and equipment, net	3,876	4,356
Intangible assets, net	41,172	28,512
Goodwill	103,778	69,097
Other assets	330	346
Total assets	$ 224,862	$ 150,588
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 2,482	$ 1,268
Accrued compensation	2,469	2,541
Accrued expenses and other	7,704	5,505
Deferred revenue	29,870	23,552
Due to sellers	6,695	4,642
Current maturities of notes payable (includes unamortized discount of $103 and $329 at June 30, 2017 and December 31, 2016, respectively)	3,666	2,190
Total current liabilities	52,886	39,698
Canadian tax credit liability to sellers	—	361
Notes payable, less current maturities (includes unamortized discount of $307 and $1,113 at June 30, 2017 and December 31, 2016, respectively)	68,593	45,739
Deferred revenue	1,372	247
Noncurrent deferred tax liability, net	3,853	3,404
Other long-term liabilities	1,624	2,126
Total liabilities	128,328	91,575
Stockholders' equity:		
Common stock, $0.0001 par value; 50,000,000 shares authorized: 20,599,395 and 17,785,288 shares issued and outstanding as of June 30, 2017 and December 31, 2016, respectively	2	2
Additional paid-in capital	173,179	124,566
Accumulated other comprehensive loss	(2,819)	(3,152)
Accumulated deficit	(73,828)	(62,403)
Total stockholders' equity	96,534	59,013
Total liabilities and stockholders' equity	$ 224,862	$ 150,588

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Upland Software, Inc.
Condensed Consolidated Statements of Operations
(in thousands, except for share and per share information)
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Revenue:				
Subscription and support	$ 19,407	$ 16,220	$ 37,542	$ 31,461
Perpetual license	1,746	458	2,440	776
Total product revenue	21,153	16,678	39,982	32,237
Professional services	2,128	1,892	4,051	3,915
Total revenue	23,281	18,570	44,033	36,152
Cost of revenue:				
Subscription and support	6,676	5,634	12,569	10,860
Professional services	1,327	1,106	2,462	2,730
Total cost of revenue	8,003	6,740	15,031	13,590
Gross profit	15,278	11,830	29,002	22,562
Operating expenses:				
Sales and marketing	4,037	2,953	7,258	6,022
Research and development	4,003	4,054	7,480	7,964
Refundable Canadian tax credits	(112)	(116)	(229)	(225)
General and administrative	6,576	4,547	12,480	8,670
Depreciation and amortization	1,299	1,476	2,463	2,948
Acquisition-related expenses	2,278	1,380	5,969	3,808
Total operating expenses	18,081	14,294	35,421	29,187
Loss from operations	(2,803)	(2,464)	(6,419)	(6,625)
Other expense:				
Interest expense, net	(1,160)	(662)	(2,095)	(1,223)
Loss on debt extinguishment	(1,634)	—	(1,634)	—
Other expense, net	(18)	(293)	(130)	(1,041)
Total other expense	(2,812)	(955)	(3,859)	(2,264)
Loss before provision for income taxes	(5,615)	(3,419)	(10,278)	(8,889)
Provision for income taxes	(196)	(158)	(1,147)	(261)
Net loss	$ (5,811)	$ (3,577)	$ (11,425)	$ (9,150)
Net loss per common share:				
Net loss per common share, basic and diluted	$ (0.33)	$ (0.22)	$ (0.66)	$ (0.58)
Weighted-average common shares outstanding, basic and diluted	17,778,184	16,269,808	17,374,789	15,851,106

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Upland Software, Inc.
Condensed Consolidated Statements of Comprehensive Loss
(in thousands)
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	**2016**	**2017**	**2016**
Net loss	$ (5,811)	$ (3,577)	$ (11,425)	$ (9,150)
Foreign currency translation adjustment	255	5	333	481
Comprehensive loss	$ (5,556)	$ (3,572)	$ (11,092)	$ (8,669)

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Upland Software, Inc.
Condensed Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Six Months Ended June 30,	
	2017	2016
Operating activities		
Net loss	$ (11,425)	$ (9,150)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	5,046	5,075
Deferred income taxes	392	102
Foreign currency re-measurement (gain) loss	(182)	(261)
Non-cash interest and other expense	120	129
Non-cash stock compensation expense	5,920	1,564
Loss on disposal of business	—	731
Non-cash loss on retirement of fixed assets	(18)	—
Non-cash loss on debt extinguishment	1,634	—
Changes in operating assets and liabilities, net of purchase business combinations:		
Accounts receivable	4,038	1,364
Prepaids and other	846	549
Accounts payable	857	(1,509)
Accrued expenses and other liabilities	(462)	258
Deferred revenue	(1,024)	2,095
Net cash provided by operating activities	5,742	947
Investing activities		
Purchase of property and equipment	(375)	(851)
Purchase of customer relationships	(55)	(408)
Purchase business combinations, net of cash acquired	(37,041)	(11,844)
Net cash used in investing activities	(37,471)	(13,103)
Financing activities		
Payments on capital leases	(745)	(908)
Proceeds from notes payable, net of issuance costs	33,308	14,987
Payments on notes payable	(10,725)	(1,122)
Issuance of common stock, net of issuance costs	42,701	113
Additional consideration paid to sellers of businesses	(4,338)	(1,484)
Net cash provided by financing activities	60,201	11,586
Effect of exchange rate fluctuations on cash	190	284
Change in cash and cash equivalents	28,662	(286)
Cash and cash equivalents, beginning of period	28,758	18,473
Cash and cash equivalents, end of period	$ 57,420	$ 18,187
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ 1,984	$ 1,093
Cash paid for taxes	$ 1,172	$ 249
Noncash investing and financing activities:		
Equipment acquired pursuant to capital lease obligations	$ 165	$ 340
Issuance of common stock in business combination	$ —	$ 5,700

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

1. Summary of Significant Accounting Policies

Basis of Presentation

These condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States ("GAAP"). The condensed consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

The accompanying unaudited interim condensed consolidated financial statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") for interim financial reporting. In the opinion of management of the Company, the unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements and include all adjustments necessary for a fair presentation. The results of operations for the three months ended June 30, 2017 are not necessarily indicative of the results to be expected for the year ending December 31, 2017 or for any other period.

The financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's 2016 Annual Report on Form 10-K filed with the SEC on March 30, 2017 .

Use of Estimates

The preparation of the accompanying condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses. Significant items subject to such estimates include allowance for doubtful accounts, stock-based compensation, contingent consideration, acquired intangible assets, the useful lives of intangible assets and property and equipment, and income taxes. In accordance with GAAP, management bases its estimates on historical experience and on various other assumptions that management believes are reasonable under the circumstances. Management regularly evaluates its estimates and assumptions using historical experience and other factors; however, actual results could differ from those estimates.

Concentrations of Credit Risk and Significant Customers

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents and accounts receivable. The Company's cash and cash equivalents are placed with high-quality financial institutions, which, at times, may exceed federally insured limits. The Company has not experienced any losses in these accounts, and the Company does not believe it is exposed to any significant credit risk related to cash and cash equivalents. The Company provides credit, in the normal course of business, to a number of its customers. The Company performs periodic credit evaluations of its customers and generally does not require collateral. No individual customer represented more than 10% of total revenues in the three months ended June 30, 2017 or June 30, 2016 or for the year ended December 31, 2016 , or more than 10% of accounts receivable as of June 30, 2017 or December 31, 2016 .

Fair Value of Financial Instruments

The Company's financial instruments consist principally of cash and cash equivalents, accounts receivable, and accounts payable, and long–term debt. The carrying value of cash and cash equivalents, accounts receivable, accounts payable approximate fair value, primarily due to short maturities. The carrying values of the Company's debt instruments approximated their fair value based on rates currently available to the Company.

Recent Accounting Pronouncements

Recently issued accounting pronouncements not yet adopted

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09 (Topic 606), Revenue from Contracts with Customers. This ASU amends the existing accounting standards for revenue recognition and is based on the principle that revenue should be recognized to depict the transfer of goods or services to a customer at an amount that reflects the consideration a company expects to receive in exchange for those goods or services. The Company will adopt this ASU on January 1, 2018, and we expect to use the modified retrospective application method. The Company is continuing to evaluate each of its revenue streams to identify any differences in the timing, measurement or presentation of revenue recognition under the new standard. The Company has determined that sales commission accounting under the new standard will be significantly different than the Company's current policy (to recognize the expense as incurred). The new standard will result in these types of costs being capitalized and amortized ratably related to new revenue contracts as well as certain historical contracts under which revenue is yet to recognized at the time of adoption.

In February 2016, the FASB issued ASU 2016-02, Leases. The core change with ASU 2016-2 is the requirement for the recognition of lease assets and lease liabilities by lessees for those leases classified as operating leases under previous GAAP. The new standard is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018, with early adoption permitted. The Company is currently evaluating the effect that the adoption of ASU 2016-02 will have on its financial statements.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments, which changes the impairment model for most financial assets. The new model uses a forward-looking expected loss method, which will generally result in earlier recognition of allowances for losses. ASU 2016-13 is effective for annual and interim periods beginning after December 15, 2019 and early adoption is permitted for annual and interim periods beginning after December 15, 2018. The Company is currently evaluating the effect that the adoption of ASU 2016-13 will have on its financial statements.

In August 2016, the FASB issued ASU No. 2016-15, Classification of Certain Cash Receipts and Cash Payments. ASU 2016-15 is intended to add or clarify guidance on the classification of certain cash receipts and payments in the statement of cash flows and to eliminate the diversity in practice related to such classifications. The guidance in ASU 2016-15 is required for annual reporting periods beginning after December 15, 2017, with early adoption permitted. The Company is currently evaluating the effect that the adoption of ASU 2016-15 will have on its financial statements.

In January 2017, the FASB issued ASU 2017-01, Clarifying the Definition of a Business, which revises the definition of a business and assists in the evaluation of when a set of transferred assets and activities is a business. ASU 2017-01 is effective for interim and annual reporting periods beginning after December 15, 2017, and should be applied prospectively. Early adoption is permitted under certain circumstances.

In January 2017, the FASB issued ASU No. 2017-04, Intangibles - Goodwill and Other: Simplifying the Test for Goodwill Impairment. ASU 2017-04 eliminates step two of the goodwill impairment test and specifies that goodwill impairment should be measured by comparing the fair value of a reporting unit with its carrying amount. Additionally, the amount of goodwill allocated to each reporting unit with a zero or negative carrying amount of net assets should be disclosed. ASU 2017-04 is effective for annual or interim goodwill impairment tests performed in fiscal years beginning after December 15, 2019; early adoption is permitted. We currently anticipate that the adoption of ASU 2017-04 will not have a material impact on our consolidated financial statements.

In May 2017, the FASB issued ASU 2017-09, Compensation - Stock Compensation: Scope of Modification Accounting, which provides guidance about which changes to the terms or conditions of a share-based payment awarded require an entity to apply modification accounting. ASU 2017-09 is effective for interim and annual reporting periods beginning after December 15, 2017, with early adoption permitted. The amendments in ASU 2017-09 are to be applied prospectively to an award modified on or after the adoption date; consequently, the impact will be dependent on whether we modify any share-based payment awards and the nature of such modifications. The adoption of this standard is not expected to have a material impact on our financial statements.

Recently adopted accounting pronouncements

In August 2014, the FASB issued ASU No. 2014-15, Presentation of Financial Statements - Going Concern: Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern. The new standard provides guidance around management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures. The new standard is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2016, with early adoption permitted. The Company adopted ASU 2014-15 during the first quarter of 2017. No additional disclosure was deemed necessary upon the adoption of ASU 2014-15. This standard would not result in an amount being recorded.

In March 2016, the FASB issued ASU 2016-09, Stock Compensation. The core change with ASU 2016-09 is the simplification of several aspects of the accounting for share-based payment transactions, including the income tax consequences, classifications of awards as either equity or liabilities, and classification on the statement of cash flows. The new standard is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2016, with early adoption permitted. The Company adopted ASU 2016-09 during the first quarter of 2017. No impact on the financial statements was recorded as a result of the adoption of ASU 2016-09.

2. Acquisitions

2017 Acquisitions

On January 10, 2017, the Company completed its purchase of Omtool, Ltd, a document capture, fax and workflow solution company. The purchase price consideration paid was approximately $19.3 million in cash payable at closing (net of approximately $3.0 million of cash acquired). Revenues recorded since the acquisition date through June 30, 2017 were approximately $5.4 million .

On April 21, 2017, the Company acquired RightAnswers, Inc., a cloud-based knowledge management system. The purchase price was $17.4 million , in cash at closing, net of cash acquired, and a $2.5 million cash holdback payable in one year (a portion of which is available to satisfy indemnification claims) and excludes potential future earn-out payments tied to additional performance-based goals. Revenues recorded since the acquisition date through June 30, 2017 were approximately $1.3 million .

See Note 12 — Subsequent Events for more information regarding the acquisition of Waterfall International Inc. in July 2017.

2016 Acquisitions

On January 7, 2016, the Company completed its purchase of LeadLander, Inc., a website analytics provider. The purchase price consideration paid was approximately $8.0 million in cash payable at closing (net of approximately $0.4 million of cash acquired) and a $1.2 million cash holdback payable in 12 months (subject to indemnification claims), which was fully paid after December 31, 2016. In addition, the Asset Purchase Agreement included a contingent share consideration component pursuant to which the Company issued an aggregate of $2.4 million in common stock on July 25, 2016.

On March 14, 2016, the Company completed its purchase of HipCricket, Inc., a cloud-based mobile messaging software provider. The consideration paid to the seller consisted of the issuance of one million shares of the Company's common stock and the transfer of the Company's EPM Live product business. The value of the shares on the closing date of the transaction was approximately $5.7 million and the fair value of the EPM Live product business was approximately $5.9 million . The Company recognized a loss on the transfer in conjunction with the EPM Live net asset value of approximately $0.7 million in other expenses, net. Prior to the transaction, HipCricket was owned by an affiliate of ESW Capital, LLC, which is a shareholder of the Company. Raymond James & Co. provided a fairness opinion to the Company in connection with the transaction.

On April 27, 2016, the Company acquired Advanced Processing & Imaging, Inc. ("API"), a content management platform driving workflow in governments and schools. The purchase price consideration consisted of $4.1 million in cash payable at closing (net of $0.1 million of cash acquired), and a $0.8 million cash holdback payable in 12 months (subject to indemnification claims).

The following condensed table presents the preliminary and finalized acquisition-date fair value of the assets acquired and liabilities assumed for the acquisitions in 2016 and through the six months ended June 30, 2017 (and excludes the acquisition of Waterfall International Inc. See Note 12 — Subsequent Events for more information regarding the acquisition of Waterfall International Inc. in July 2017), as well as assets and liabilities (in thousands):

	Preliminary		Finalized		
	RightAnswers	**Omtool**	**API**	**HipCricket**	**LeadLander**
Year Acquired	2017	2017	2016	2016	2016
Cash	$ 139	$ 2,957	$ 125	$ —	$ 365
Accounts receivable	2,164	784	821	1,226	199
Other current assets	94	405	54	273	55
Property and equipment	158	63	68	—	5
Customer relationships	5,700	4,390	1,420	1,000	970
Trade name	200	170	40	70	70
Technology	2,600	3,180	810	900	1,410
Goodwill	20,238	14,003	3,420	8,531	13,104
Other assets	—	33	89	—	6
Total assets acquired	31,293	25,985	6,847	12,000	16,184
Accounts payable	(138)	(219)	(11)	(44)	—
Accrued expense and other	(1,317)	(934)	(137)	—	(254)
Deferred revenue	(5,540)	(2,618)	(1,699)	(356)	(910)
Total liabilities assumed	(6,995)	(3,771)	(1,847)	(400)	(1,164)
Total consideration	$ 24,298	$ 22,214	$ 5,000	$ 11,600	$ 15,020

Tangible assets were valued at their respective carrying amounts, which approximates their estimated fair value. The valuation of identifiable intangible assets reflects management's estimates based on, among other factors, use of established valuation methods. Customer relationships were valued using an income approach, which estimates fair value based on the earnings and cash flow capacity of the subject asset. The value of the marketing-related intangibles was determined using a relief-from-royalty method, which estimates fair value based on the value the owner of the asset receives from not having to pay a royalty to use the asset. Developed technology was valued using a cost-to-recreate approach.

The Company recorded the purchase of the acquisitions described above using the acquisition method of accounting and, accordingly, recognized the assets acquired and liabilities assumed at their fair values as of the date of the acquisition. The purchase price allocations for the 2017 acquisitions of Omtool and RightAnswers are preliminary as the Company has not obtained and evaluated all of the detailed information necessary to finalize the opening balance sheet amounts in all respects. The purchase price allocations for the 2016 acquisitions of Leadlander, HipCricket, and API are final. Management has recorded the purchase price allocations based upon acquired company information that is currently available. Management expects to close its purchase price allocations for Omtool and RightAnswers during the latter half of 2017.

The goodwill of $59.3 million for the above acquisitions is primarily attributable to the synergies expected to arise after the acquisition. Goodwill ded uctible for tax purposes is $4.9 million for the LeadLander acquisition and $8.2 million for HipCricket. There was no goodwill deductible for tax purposes for the Omtool and RightAnswers acquisitions.

3. Fair Value Measurements

Fair value is defined as the exit price, or the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. GAAP sets forth a three–tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The three tiers are Level 1, defined as observable inputs, such as quoted market prices in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, which therefore requires an entity to develop its own assumptions.

Changes to the fair value of earnout liabilities are recorded to other expense, net. Lia bilities measured at fair value on a recurring basis are summarized below (in thousands):

	Fair Value Measurements at December 31, 2016			
	Level 1	Level 2	Level 3	Total
Earnout consideration liability	$ —	$ —	$ 2,500	$ 2,500

	Fair Value Measurements at June 30, 2017 (unaudited)			
	Level 1	Level 2	Level 3	Total
Earnout consideration liability	$ —	$ —	$ 4,000	$ 4,000

The earnout consideration liability consists of amounts associated with the acquisitions of LeadLander in January 2016 and RightAnswers in April 2017. The LeadLander $2.5 million Level 3 earnout consideration liability was settled in March 2017, and the RightAnswers $4.0 million Level 3 earnout consideration liability was added during the six months ended June 30, 2017 .

The following table presents additional information about liabilities measured at fair value on a recurring basis and for which we have utilized significant unobservable (Level 3) inputs to determine fair value (in thousands):

Ending balance at December 31, 2016	$ 2,500
Additions - cash earnouts	4,000
Settlements - cash earnouts	(2,500)
Ending balance at June 30, 2017	$ 4,000

The fair value of the earnout consideration was determined using the Binary Option model based on the present value of the probability-weighted earnout consideration.

Debt

The Company believes the carrying value of its long-term debt at June 30, 2017 approximates its fair value based on the variable interest rate feature or based upon interest rates currently available to the Company.

The estimated fair value and carrying value of the Company's debt at June 30, 2017 and December 31, 2016 is $72.7 million and $49.4 million , respectively, based on valuation methodologies using interest rates currently available to the Company which are Level 2 inputs.

4. Goodwill and Other Intangible Assets

Changes in the Company’s goodwill balance for the six months ended June 30, 2017 are summarized in the table below (in thousands):

Balance at December 31, 2016	$	69,097
Acquired in business combinations		34,258
Foreign currency translation adjustment		423
Balance at June 30, 2017	$	103,778

Net intangible assets include the estimated acquisition-date fair values of customer relationships, marketing-related assets, and developed technology that the Company recorded as part of its business acquisitions.

The following is a summary of the Company’s intangible assets, net (in thousands):

	Estimated Useful Life (Years)		Gross Carrying Amount		Accumulated Amortization		Net Carrying Amount
June 30, 2017:							
Customer relationships	1-10	$	43,102	$	14,560	$	28,542
Trade name	1.5-3		3,014		2,676		338
Developed technology	4-7		21,091		8,799		12,292
Total intangible assets		$	67,207	$	26,035	$	41,172

	Estimated Useful Life (Years)		Gross Carrying Amount		Accumulated Amortization		Net Carrying Amount
December 31, 2016:							
Customer relationships	1-10	$	32,703	$	12,418	$	20,285
Trade name	1.5-3		2,636		2,462		174
Developed technology	4-7		15,228		7,175		8,053
Total intangible assets		$	50,567	$	22,055	$	28,512

The following table summarizes the Company's weighted-average amortization period, in total and by major finite-lived intangible asset class (in years):

	June 30, 2017	December 31, 2016
Customer relationships	9.4	9.3
Trade name	0.5	2.8
Developed technology	6.2	6.3
Total weighted-average amortization period	8.0	8.0

The Company periodically reviews the estimated useful lives of its identifiable intangible assets, taking into consideration any events or circumstances that might result in either a diminished fair value or revised useful life. There have been no indicators of impairment or change in the useful life during the three and six months ended June 30, 2017 and June 30, 2016 , respectively. Total amortization expense during the six months ended June 30, 2017 and June 30, 2016 was $3.8 million in both periods.

Estimated annual amortization expense for the next five years and thereafter is as follows (in thousands):

		Amortization Expense
Year ending December 31:		
Remainder of 2017	$	4,108
2018		7,852
2019		6,870
2020		5,900
2021		5,504
2022 and thereafter		10,938
Total	$	41,172

5. Income Taxes

The Company's income tax provision for the three and six months ended June 30, 2017 and June 30, 2016 reflects its estimate of the effective tax rates expected to be applicable for the full years, adjusted for any discrete events that are recorded in the period in which they occur. The estimates are re-evaluated each quarter based on the estimated tax expense for the full year. The tax provision for the three and six months ended June 30, 2017 and June 30, 2016 is primarily related to foreign income taxes associated with our Canadian operations, changes in deferred tax liabilities associated with amortization of United States tax deductible goodwill, alternative minimum tax and state taxes in certain states in which the Company does not file on a consolidated basis or have net operating loss carryforwards. The Company has historically incurred operating losses in the United States and, given its cumulative losses and limited history of profits, has recorded a valuation allowance against its United States net deferred tax assets, exclusive of tax deductible goodwill, at June 30, 2017 and June 30, 2016 , respectively.

The Company has reflected any uncertain tax positions within its current taxes payable, but none in deferred taxes. Federal, state, and foreign income tax returns have been filed in jurisdictions with varying statutes of limitations. Varying among the separate companies, tax years 1998 through 2016 remain subject to examination by federal and most state tax authorities due to our net operating loss carryforwards. In foreign jurisdictions, tax years 2008 through 2016 remain subject to examination. The Company increased both its net operating loss deferred tax asset and its valuation allowance by $152,000 upon adoption of ASU No. 2016-09 relating to certain tax deductions associated with stock option transactions greater than the stock-related compensation expense for financial statement purposes.

6. Deb t

Long-term debt consisted of the following at June 30, 2017 and December 31, 2016 (in thousands):

		June 30, 2017		December 31, 2016
Senior secured loans (includes unamortized discount of $410 and $1,442 based on an imputed interest rate of 6.2% and 6.6%, at June 30, 2017 and December 31, 2016, respectively)	$	72,259	$	47,929
Less current maturities		(3,666)		(2,190)
Total long-term debt	$	68,593	$	45,739

Loan and Security Agreements

Fifth Amendment to Credit Facility

Subsequent to June 30, 2017, the Company materially amended and expanded its Credit Agreement (the

“Credit Facility”) on August 2, 2017. The Company entered into the Credit Facility with Wells Fargo Capital Finance and CIT Bank, N.A. as joint lead arrangers, and including Goldman Sachs, Bank USA, Regions Bank, and Citizens Bank, N.A., with a Fifth Amendment to Credit Agreement (the “Fifth Amendment”) that amends that certain Credit Facility dated as of May 14, 2015 among *inter alia* the Company, certain of its subsidiaries, and each of the lenders named in the Credit Facility.

The Credit Facility now provides for a $200.0 million credit facility, including a $95.0 million outstanding term loan, a $40.0 million delayed draw term loan commitment, a $10.0 million revolving loan commitment, and a $55.0 million uncommitted accordion.

Specifically, the Amendment provides for, among other things, (i) the expansion of the Company’s delayed draw term facility from $10.0 million to $40.0 million , (ii) an increase in the Company’s uncommitted accordion amount from $20.0 million to $55.0 million , (iii) reduces principal installments to 2.5% per annum on or before June 30, 2019 with the existing 5.0% per annum due thereafter until the facility’s maturity date of August 2, 2022, (iv) favorable adjustment of leverage ratio to exclude excess of $2.5 million and up to $15 million in qualified cash from such calculation, and (v) an increase in the maximum amount of purchase consideration payable in respect of an individual permitted acquisition from $20.0 million to $25.0 million and in respect of all permitted acquisitions from $75.0 million to $175.0 million . The information below does not reflect this subsequent event.

See Note 12 — Subsequent Events for more information regarding the Fifth Amendment to the Credit Facility, a July 2017 expansion of this credit facility, which increased the total borrowing capacity from $90.0 million to $200.0 million to pursue additional potential acquisitions.

Loans

Fourth Amendment to Credit Facility

On April 21, 2017, the Company amended its $90.0 million Credit Facility among *inter alia* the Company, certain of its domestic and Canadian subsidiaries, and each of the lenders party thereto, which was subsequently amended by the Fifth Amendment (the "Fourth Amendment"). After giving effect to the Fourth Amendment, the Company borrowed an additional term loan of $15.0 million million (in conjunction with the acquisition of RightAnswers), which was previously part of the uncommitted accordion feature of the Credit Facility.

The superseded Fourth Amendment provides for $73.6 million of term debt comprised of (i) a fully drawn U.S. term loan facility in an aggregate principal amount of $53.1 million (the “U.S. Term Loan”), (ii) a fully drawn Canadian term loan facility in an aggregate principal amount of $5.5 million (the “Canadian Term Loan” and (iii) an additional $15.0 million term loan from the accordion feature, and, together with the U.S. and Canadian Term Loans, the “Term Loans”). In addition, the Credit Facility also provides for fully available revolvers of $10.0 million , comprised of (i) a U.S. revolving credit facility in an aggregate principal amount of up to $9.0 million (the “U.S. Revolver”), (ii) a Canadian revolving credit facility in an aggregate principal amount of up to $1.0 million (the “Canadian Revolver” and, together with the U.S. Revolver, the “Revolver”).

The superseded Fourth Amendment also includes provisions for optional, uncommitted increases in the maximum size of the loan facility available under the Credit Facility by an aggregate principal amount of $20.0 million upon the satisfaction of the terms and conditions set forth in the Credit Facility, of which $15.0 million was utilized as described above.

The superseded Fourth Amendment also provides for, among other things, (i) a maturity date of November 15, 2021 (the "Maturity Date"), (ii) a maximum amount of permitted stock repurchases of $8.3 million , and (iii) a maximum amount of seller subordinated indebtedness permitted to be incurred in connection with permitted acquisitions of $16.7 million .

As of June 30, 2017 , there were no amounts drawn on its U.S. or Canadian revolving loans outstanding under the Credit Facility, and there was $72.7 million outstanding on term loans comprised of (i) $67.3 million in U.S. term loans outstanding under the Credit Facility; and (ii) $5.4 million in Canadian term loans outstanding under the Credit Facility.

Terms of Revolver

Under the terms of the superseded Fourth Amendment, loans under the Revolver are available up to the lesser of (i) $10.0 million (the “Maximum Revolver Amount”) or (ii) the result of (a) 100% multiplied by (subject to step-downs beginning December 31, 2016) of certain subsidiaries' recurring revenues on a trailing twelve month basis, minus (b) the outstanding balance of the Term Loans and other uses of the capacity made under the Credit

Facility (such amount, the “Credit Amount”). The Revolver provides a subfacility whereby Borrowers may request letters of credit (the “Letters of Credit”) in an aggregate amount not to exceed, at any one time outstanding, $0.5 million and $0.25 million , from the U.S & Canadian facilities, respectively. The aggregate amount of outstanding Letters of Credit are reserved against the credit availability under the Maximum Revolver Amount and the Credit Amount.

Under the terms of the superseded Fourth Amendment, loans under the Revolver may be borrowed, repaid and reborrowed until November 15, 2021 (the “Maturity Date”), at which time all amounts borrowed under the Credit Facility must be repaid.

Terms of Term Loans

Under the terms of the superseded Fourth Amendment, the Term Loans are repayable, on a quarterly basis beginning December 31, 2016, by an amount equal to 5.0% per annum of the original principal amount of such loan. Any amount remaining unpaid is due and payable in full on the Maturity Date.

Terms of Delay Draw Term Loan

Under the terms of the superseded Fourth Amendment, pursuant to the terms of the Credit Facility, the DDTL is to be used to finance acquisitions, and was drawn in full in January, 2017 to finance the acquisition of Omtool. The DDTL is repayable, on a quarterly basis, by an amount equal to 5.0% per annum of the original funded amount of the DDTL. Any amount remaining unpaid would be due and payable in full on the Maturity Date.

Other Terms of Credit Facility

Under the terms of the superseded Fourth Amendment, at the option of the Company, U.S. loans accrue interest at a per annum rate based on (i) the U.S. base rate plus a margin ranging from 3.0% to 4.0% depending on the leverage ratio or (ii) the U.S. LIBOR rate determined in accordance with the Credit Facility (based on 1, 2, 3 or 6-month interest periods) plus a margin ranging from 4.0% to 5.0% depending on the leverage ratio. The U.S. base rate is a rate equal to the highest of (i) the federal funds rate plus a margin equal to 0.5% , the U.S. LIBOR rate for a 1-month interest period plus 1.0% , and (ii) Wells Fargo Capital Finance’s prime rate.

Under the terms of the superseded Fourth Amendment, at the option of the Company, the Canadian loans accrue interest at a per annum rate based on (i) the Canadian prime rate or the U.S. base rate plus a margin ranging from 3.0% to 4.0% depending on the leverage ratio or (ii) the U.S. LIBOR rate determined in accordance with the Credit Facility (based on 1, 2, 3 or 6-month interest periods) (or the Canadian Bankers Acceptance ("Canadian BA") rate determined in accordance with the Credit Facility for obligations in Canadian dollars) plus a margin ranging from 4.0% to 5.0% depending on the leverage ratio.

Under the terms of the superseded Fourth Amendment, accrued interest on the loans will be paid monthly, or, with respect to loans that are accruing interest based on the U.S. LIBOR rate or Canadian BA rate, at the end of the applicable U.S. LIBOR or Canadian BA interest rate period.

Lenders are entitled to a premium (the “Prepayment Premium”) in the event of certain prepayments of the loans in an amount equal to (i) from November 15, 2016 to November 15, 2017, 2.0% times the sum of (a) the Maximum Revolver Amount plus (b) the outstanding principal amount of the Term Loan and DDTL on the date immediately prior to the date of the prepayment (such sum, the “Prepayment Amount”) (ii) from November 15, 2017 to November 15, 2018, 1.0% times the Prepayment Amount and (iii) during the period from and after November 15, 2018 to the Maturity Date, 0.0% times the Prepayment Amount. The Company may also be subject to prepayment fees in the case of commitment reductions of the Revolver and also may be obligated to prepay loans upon the occurrence of certain events.

The Company is also obligated to pay other customary servicing fees, letter of credit fees and unused credit facility fees.

The Loan Facility contains customary affirmative and negative covenants. The negative covenants limit the ability of the Company and its subsidiaries to, among other things (in each case subject to customary exceptions for a credit facility of this size and type):

- Incur additional indebtedness or guarantee indebtedness of others;
- Create liens on their assets;
- Make investments, including certain acquisitions;
- Enter into mergers or consolidations;

- Dispose of assets;
- Pay dividends and make other distributions on the Company’s capital stock, and redeem and repurchase the Company’s capital stock;
- Enter into transactions with affiliates; and
- Prepay indebtedness or make changes to certain agreements.

Under the terms of the superseded Fourth Amendment, there are certain financial covenants that became more restrictive starting March 31, 2017. If an event of default occurs, at the election of the Lenders, a default interest rate shall apply on all obligations during an event of default, at a rate per annum equal to 2.00% above the applicable interest rate.

Under the terms of the superseded Fourth Amendment, the Loan Facility limits the Company's ability to buyback its capital stock, subject to restrictions including a minimum liquidity requirement of $20.0 million before and after any such buyback.

Termination of Prior Credit Facility

In conjunction with the Fourth Amendment to the Credit Facility on April 21, 2017, the borrowing of $15.0 million from the previously uncommitted accordion feature of the Credit Facility triggered debt extinguishment accounting under ASC 470, *Debt* . As a result, the Company was required to write off debt issuance cost of $1.6 million as Loss on debt extinguishment, which included unamortized debt discount of $1.1 million and $0.5 million of lender fees related directly to the new debt.

Interest Rate and Debt Discount

Cash interest costs averaged 6.0% and 5.7% under the Credit Facility for the three months ended June 30, 2017 and for the year ended December 31, 2016 , respectively. In addition, the Company has $0.4 million of unamortized Debt Discount associated with the Credit Facility as of June 30, 2017 . These Debt Discount costs will be amortized to non-cash interest expense over the term of the Credit Facility.

Debt Maturities

Under the terms of the superseded Fourth Amendment, f uture debt maturities of long-term debt (excluding financing costs) at June 30, 2017 are as follows (in thousands):

Year ending December 31:		
Remaining 2017	$	1,884
2018		3,769
2019		3,769
2020		3,769
2021		59,478
Thereafter		—
	$	72,669

7. Net Loss Per Share

The following table sets forth the computations of loss per share (in thousands, except share and per share amounts):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Numerator:				
Net Loss	$ (5,811)	$ (3,577)	$ (11,425)	$ (9,150)
Denominator:				
Weighted–average common shares outstanding, basic and diluted	17,778,184	16,269,808	17,374,789	15,851,106
Net loss per common share, basic and diluted	$ (0.33)	$ (0.22)	$ (0.66)	$ (0.58)

Due to the net losses for the three and six months ended June 30, 2017 and June 30, 2016 , respectively, basic and diluted loss per share were the same, as the effect of all potentially dilutive securities would have been anti–dilutive. The following table sets forth the anti–dilutive common share equivalents (which does not include 318,302 common shares issued July 25, 2016 in conjunction with the acquisition of Leadlander, as a result of the achievement of certain revenue targets):

	June 30,	
	2017	2016
Stock options	692,097	686,667
Restricted stock	1,274,088	981,175
Total anti–dilutive common share equivalents	1,966,185	1,667,842

8. Commitments and Contingencies

Purchase Commitments

During the six months ended June 30, 2017 and June 30, 2016 , the Company purchased software development services pursuant to a technology services agreement with DevFactory FZ-LLC, in the amount of $1.2 million in both periods, respectively . See Note 11 — Related Party Transactions for more information regarding our purchase commitment to this related party.

On March 28, 2017, the Company entered into an amendment to the Amended and Restated Technology Services Agreement with DevFactory FZ-LLC to extend the initial term end date from December 31, 2017 to December 31, 2021. Additionally, the Company amended the option for either party to renew annually for one additional year. The effective date of the amendment is January 1, 2017.

See Note 12 — Subsequent Events for more information regarding the July 2017 entry into a $5.0 million , four -year commitment cloud hosting agreement with Amazon Web Services.

Litigation

In the normal course of business, the Company may become involved in various lawsuits and legal proceedings. At this time, the Company is not involved in any current or pending legal proceedings and does not anticipate any legal proceedings that may have a material adverse affect on the consolidated financial position or results of operations of the Company.

9. Stockholders' Equity

On May 12, 2017, the Company filed a registration statement on Form S-3 (File No. 333-217977) (the "S-3"), to register Upland securities in an aggregate amount of up to $75.0 million for offerings from time to time. The S-3 was amended on May 22, 2017 and declared effective on May 26, 2017. On June 6, 2017, the Company completed a registered underwritten public offering pursuant to the S-3. The net proceeds of the offering was approximately $42.7 million , net of issuance costs, in exchange for 2,139,534 shares of common stock. See Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources for more information related to the public underwritten offering.

As of June 30, 2017, the Company may issue up to approximately $29.0 million of securities under the remaining capacity of its S-3 shelf registration.

Restricted Stock Awards

Restricted share activity during the six months ended June 30, 2017 was as follows:

	Number of Restricted Shares Outstanding	Weighted-Average Grant Date Fair Value
Unvested balances at December 31, 2016	839,477	$ 7.55
Awards granted	666,853	
Awards vested	(212,241)	
Awards forfeited	(20,001)	
Unvested balances at June 30, 2017	1,274,088	$ 11.22

Stock Option Activity

Stock option activity during the six months ended June 30, 2017 was as follows:

	Number of Options Outstanding	Weighted–Average Exercise Price
Outstanding at December 31, 2016	759,719	$ 6.06
Options granted	—	$ —
Options exercised	(64,374)	$ 4.63
Options forfeited	(3,154)	$ 6.21
Options expired	(94)	$ 6.26
Outstanding at June 30, 2017	692,097	$ 6.20

Share-based Compensation

The Company recognized share-based compensation expense from all awards in the following expense categories (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Cost of revenue	$ 113	$ 8	$ 131	$ 15
Research and development	282	28	341	42
Sales and marketing	54	32	77	45
General and administrative	3,167	802	5,371	1,462
Total	$ 3,616	$ 870	$ 5,920	$ 1,564

10. Domestic and Foreign Operations

Revenue by geography is based on the ship-to address of the customer, which is intended to approximate where the customer's users are located. The ship-to country is generally the same as the billing country. The Company has operations in the U.S., Canada and Europe. Information about these operations is presented below (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Revenues:				
U.S.	$ 18,016	$ 15,733	$ 35,624	$ 30,163
Canada	1,234	1,011	2,080	2,013
Other International	4,031	1,826	6,329	3,976
Total Revenues	$ 23,281	$ 18,570	$ 44,033	$ 36,152

11. Related Party Transactions

During the six months ended June 30, 2017 and June 30, 2016 , the Company purchased software development services pursuant to a technology services agreement with DevFactory FZ-LLC, in the amount of $1.2 million in both periods, respectively. On March 28, 2017, the Company entered into an amendment to the Amended and Restated Technology Services Agreement to extend the initial term end date from December 31, 2017 to December 31, 2021. Additionally, the Company amended the option for either party to renew annually for one additional year. The effective date of the amendment is January 1, 2017. The Company has an outstanding purchase commitment in 2017 for software development services pursuant to a technology services agreement in the amount of $2.5 million . For years after 2017 , the purchase commitment amount for software development services will be equal to the prior year purchase commitment increased (decreased) by the percentage change in total revenue for the prior year as compared to the preceding year. For example, if 2017 total revenues increase by 10% as compared to 2016 total revenues, then the 2018 purchase commitment will increase by approximately $250,000 from the 2017 purchase commitment amount to approximately $2.8 million .

The Company purchased approximately $1.5 million and $0.6 million in services from Crossover, Inc. during the six months ended June 30, 2017 and June 30, 2016 , respectively. While there are no purchase commitments with this company, the Company continues to use their services in 2017.

The Company has an arrangement with a former subsidiary to provide management, human resource, payroll and administrative services, the Company received fees during the six months ended June 30, 2017 and June 30, 2016 totaling $180,000 in each period.

12. Subsequent Events

Acquisitions

On July 13, 2017, the Company acquired Waterfall International Inc. ("Waterfall"), a cloud-based mobile messaging platform. The purchase price consideration paid was approximately $24.4 million in cash at closing, net of cash acquired, and a $1.5 million cash holdback payable in 18 months (subject to indemnification claims). The foregoing excludes additional potential earnout payments tied to performance-based conditions.

Fifth Amendment of Credit Facility

On August 2, 2017, the Company entered into a credit facility with Wells Fargo Capital Finance and CIT Bank, N.A. as joint lead arrangers, and including Goldman Sachs, Bank USA, Regions Bank, and Citizens Bank, N.A., with a Fifth Amendment to Credit Agreement (the "Fifth Amendment") that amends that certain Credit Agreement dated as of May 14, 2015 (the "Credit Facility") among *inter alia* the Company, certain of its subsidiaries, and each of the lenders named in the Credit Facility.

The Credit Facility now provides for a $200.0 million credit facility, including a $95.0 million outstanding term loan, a $40.0 million delayed draw term loan commitment, a $10.0 million revolving loan commitment, and a $55.0 million uncommitted accordion.

Specifically, the Fifth Amendment provides for, among other things, (i) the expansion of the Company's delayed draw term facility from $10.0 million to $40.0 million , (ii) an increase in the Company's uncommitted accordion amount from $20.0 million to $55.0 million , (iii) reduces principal installments to 2.5% per annum on or before June 30, 2019 with the existing 5.0% per annum due thereafter until the facility's maturity date of August 2, 2022, (iv) favorable adjustment of leverage ratio to exclude excess of $2.5 million and up to $15.0 million in qualified cash from such calculation, and (v) an increase in the maximum amount of purchase consideration payable in respect of an individual permitted acquisition from $20.0 million to $25.0 million and in respect of all permitted acquisitions from $75.0 million to $175.0 million .

Cloud Hosting Agreement

On July 28, 2017, the Company entered into a four -year, $5.0 million agreement with Amazon Web Services to support its cloud infrastructure in conjunction with the consolidation and elimination of a substantial portion of its physical cloud infrastructure maintained in various data centers around the United States, Canada and the UK.

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

Forward Looking Statements

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and the notes thereto appearing elsewhere in this Quarterly Report on Form 10-Q.

This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements may be identified by the use of forward-looking words such as "anticipate," "believe," "may," "will," "continue," "seek," "estimate," "intend," "hope," "predict," "could," "should," "would," "project," "plan," "expect" or the negative or plural of these words or similar expressions, although not all forward-looking statements contain these words. Factors or risks that could cause our actual results to differ from the results we anticipate include, but are not limited to:

- our financial performance and our ability to achieve or sustain profitability or predict future results;
- our ability to attract and retain customers;
- our ability to deliver high-quality customer service;
- the growth of demand for enterprise work management applications;
- our ability to effectively manage our growth;
- our ability to consummate and integrate acquisitions;
- maintaining our senior management team and key personnel;
- our ability to maintain and expand our direct sales organization;
- our ability to obtain financing in the future on acceptable terms or at all;
- our ability to adapt to changing market conditions and competition;
- our ability to successfully enter new markets and manage our international expansion;
- the operation and reliability of our third-party data centers and hosting providers;
- our ability to manage our consultants and contractors;
- our ability to adapt to technological change and continue to innovate;
- economic and financial conditions;
- our ability to integrate our applications with other software applications;
- maintaining and expanding our relationships with third parties;
- costs associated with defending intellectual property infringement and other claims;
- our ability to maintain, protect and enhance our brand and intellectual property;
- our ability to comply with privacy laws and regulations; and
- other risk factors included under "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2016, filed with the SEC on March 30, 2017, as updated by this Quarterly Report on Form 10-Q.

The outcome of the events described in these forward-looking statements is subject to known and unknown risks, uncertainties and other factors that could cause actual results to differ materially from our forward-looking statements, including risks and uncertainties detailed in this and our other reports and filings with the SEC. The forward-looking statements in this Quarterly Report on Form 10-Q represent our views as of the date of this

Quarterly Report on Form 10-Q. We anticipate that subsequent events and developments may cause our views to change. However, while we may elect to update these forward-looking statements at some point in the future, we have no current intention of doing so except to the extent required by applicable law. You should, therefore, not rely on these forward-looking statements as representing our views as of any date subsequent to the date of this Quarterly Report on Form 10-Q.

Overview

We provide cloud-based enterprise work management software. We define enterprise work management software as software applications that enable organizations to plan, manage and execute projects and work. Our family of applications enables users to manage their projects, professional workforce and IT investments, automate document-intensive business processes and effectively engage with their customers, prospects and community via the web and mobile technologies.

The continued growth of an information-based economy has given rise to a large and growing group of knowledge workers who operate in dynamic work environments as part of geographically dispersed and virtual teams. We believe that manual processes and legacy on-premise enterprise systems are insufficient to address the needs of the modern work environment. In order for knowledge workers to be successful, they need to interact with intuitive enterprise work systems in a collaborative way, including real-time access. Today, legacy processes and systems are being disrupted and replaced by cloud-based enterprise work management software that improves visibility, collaboration and productivity.

In response to these changes, we are providing organizations and their knowledge workers with software applications that better align resources with business objectives and increase visibility, governance, collaboration, quality of customer experience and responsiveness to changes in the business environment. This results in increased work capacity, higher productivity, better execution and greater levels of customer engagement. Our applications are easy-to-use, scalable and offer real-time collaboration for knowledge workers distributed on a local or global scale. Our applications address enterprise work challenges in the following categories:

- *Project & Information Technology (IT) Management* . Enables users to manage their organization's projects, professional workforce and IT costs.
- *Workflow Automation* . Enables users to automate document-intensive workflow business processes across their enterprise and supply chain.
- *Digital Engagement* . Enables users to effectively engage with their customers, prospects and community via the web and mobile technologies.

We sell our software applications primarily through a direct sales organization comprised of inside sales and field sales personnel. In addition to our direct sales organization, we have an indirect sales organization, which sells to distributors and value-added resellers. We employ a land-and-expand go-to-market strategy. After we demonstrate the value of an initial application to a customer, our sales and account management teams work to expand the adoption of that initial application across the customer, as well as cross-sell additional applications to address other enterprise work management needs of the customer. Our customer success organization supports our direct sales efforts by managing the post-sale customer lifecycle.

Our subscription agreements are typically sold either on a per-seat basis or on a minimum contracted volume basis with overage fees billed in arrears, depending on the application being sold. We service customers ranging from large global corporations and government agencies to small- and medium-sized businesses. We have more than 2,500 customers with over 250,000 users across a broad range of industries, including financial services, retail, technology, manufacturing, education, consumer goods, media, telecommunications, government, food and beverage, healthcare and life sciences.

Through a series of acquisitions and integrations, we have established a diverse family of software applications under the Upland brand and in three product categories (Project & IT Management, Workflow Automation, and Digital Engagement), each of which addresses a specific enterprise work management need. Our revenue has grown from $22.8 million in 2012 to $74.8 million in 2016 (and to $44.0 million for the six months ended June 30, 2017), representing a 228% period-over-period growth rate. See Note 10 — Domestic and Foreign

Operations in Notes to Unaudited Condensed Consolidated Financial Statements for more information regarding our revenue as it relates to domestic and foreign operations.

To support continued growth, we intend to pursue acquisitions of complementary technologies, products and businesses. This will expand our product families, customer base, and market access resulting in increased benefits of scale. We will prioritize acquisitions within the product categories we currently participate in, including Project & IT Management, Workflow Automation, and Digital Engagement. Consistent with our growth strategy, we have made fourteen acquisitions since February, 2012 through June 30, 2017 , excluding an additional acquisition in July 2017.

See Note 12 — Subsequent Events in Notes to Unaudited Condensed Consolidated Financial Statements for more information regarding events occurring after June 30, 2017 , including the acquisition of Waterfall International, Inc. on July 13, 2017.

Key Metrics

In addition to the GAAP financial measures described below in "—Components of Operating Results," we regularly review the following key metrics to evaluate and identify trends in our business, measure our performance, prepare financial projections and make strategic decisions.

Adjusted EBITDA

We monitor our Adjusted EBITDA to help us evaluate the effectiveness and efficiency of our operations. Adjusted EBITDA is a non-GAAP financial measure. We define Adjusted EBITDA as net income (loss), calculated in accordance with GAAP, plus depreciation and amortization expense, interest expense, net, loss on debt extinguishment, other expense (income), net, provision for income taxes, stock-based compensation expense, acquisition-related expenses, non-recurring litigation costs, and purchase accounting adjustments for deferred revenue .

The following table presents a reconciliation of net loss from continuing operations, the most comparable GAAP measure, to Adjusted EBITDA for each of the periods indicated.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
	(dollars in thousands)			
Reconciliation of Net loss to Adjusted EBITDA:				
Net Loss	$ (5,811)	$ (3,577)	$ (11,425)	$ (9,150)
Add:				
Depreciation and amortization expense	2,648	2,560	5,046	5,075
Interest expense, net	1,160	662	2,095	1,223
Loss on debt extinguishment	1,634	—	1,634	—
Other expense, net	18	293	130	1,041
Provision for income taxes	196	158	1,147	261
Stock-based compensation expense	3,616	870	5,920	1,564
Acquisition-related expense	2,278	1,380	5,969	3,808
Nonrecurring litigation expense	—	13	—	25
Purchase accounting deferred revenue discount	1,059	417	1,738	932
Adjusted EBITDA	$ 6,798	$ 2,776	$ 12,254	$ 4,779
Weighted average ordinary shares outstanding - basic	17,778,184	16,269,808	17,374,789	15,851,106
Weighted average ordinary shares outstanding - diluted	19,072,485	16,623,849	18,414,616	16,164,234
Adjusted EBITDA per share - basic	$ 0.38	$ 0.17	$ 0.71	$ 0.30
Adjusted EBITDA per share - diluted	$ 0.36	$ 0.17	$ 0.67	$ 0.30
Total revenue- plus purchase accounting deferred revenue discount	$ 24,340	$ 18,987	$ 45,771	$ 37,084
Adjusted EBITDA margin (using Total revenue plus purchase accounting deferred revenue discount)	28%	15%	27%	13%
Total revenue	$ 23,281	$ 18,570	$ 44,033	$ 36,152
Adjusted EBITDA margin	29%	15%	28%	13%

We believe that Adjusted EBITDA provides useful information to management, investors and others in understanding and evaluating our operating results for the following reasons:

- Adjusted EBITDA is widely used by investors and securities analysts to measure a company's operating performance without regard to items that can vary substantially from company to company depending upon their financing, capital structures and the method by which assets were acquired;
- Our management uses Adjusted EBITDA in conjunction with GAAP financial measures for planning purposes, in the preparation of our annual operating budget, as a measure of our operating performance, to

assess the effectiveness of our business strategies and to communicate with our board of directors concerning our financial performance because Adjusted EBITDA eliminates the impact of items that we do not consider indicative of our core operating performance; and

- Adjusted EBITDA provides more consistency and comparability with our past financial performance, facilitates period-to-period comparisons of our operations and also facilitates comparisons with other companies, many of which use similar non-GAAP financial measures to supplement their GAAP results.

Adjusted EBITDA should not be considered as an alternative to net loss or any other measure of financial performance calculated and presented in accordance with GAAP. The use of Adjusted EBITDA has limitations, including:

- Depreciation and amortization are non-cash charges, and the assets being depreciated or amortized will often have to be replaced in the future. Adjusted EBITDA does not reflect cash requirements for such replacements; however, much of the depreciation and amortization currently reflected relates to amortization of acquired intangible assets as a result of business combination purchase accounting adjustments, which will not need to be replaced in the future;
- Adjusted EBITDA may not reflect changes in, or cash requirements for, our working capital needs or contractual commitments;
- Adjusted EBITDA does not reflect the potentially dilutive impact of stock-based compensation;
- Adjusted EBITDA does not reflect the revenue discount required by purchase accounting that could reduce cash available for use;
- Adjusted EBITDA does not reflect interest, loss on debt extinguishment or tax payments that could reduce cash available for use; and,
- Other companies, including companies in our industry, might calculate Adjusted EBITDA or similarly titled measures differently, which reduces their usefulness as comparative measures.

Because of these limitations, you should consider Adjusted EBITDA together with other financial performance measures, including various cash flow metrics, net loss and our other GAAP results.

Results of Operations

Consolidated Statements of Operations Data

The following tables set forth our results of operations for the specified periods, as well as our results of operations for the specified periods as a percentage of revenue. The period-to-period comparisons of results of operations are not necessarily indicative of results for future periods.

	Three Months Ended June 30,				Six Months Ended June 30,			
	2017		2016		2017		2016	
	Amount	Percent of Revenue	Amount	Percent of Revenue	Amount	Percent of Revenue	Amount	Percent of Revenue
	(dollars in thousands, except share and per share data)							
Revenue:								
Subscription and support	$ 19,407	83 %	$ 16,220	87 %	$ 37,542	85 %	$ 31,461	87 %
Perpetual license	1,746	7 %	458	2 %	2,440	6 %	776	2 %
Total product revenue	21,153	90 %	16,678	89 %	39,982	91 %	32,237	89 %
Professional services	2,128	10 %	1,892	11 %	4,051	9 %	3,915	11 %
Total revenue	23,281	100 %	18,570	100 %	44,033	100 %	36,152	100 %
Cost of revenue:								
Subscription and support [(1)(3)]	6,676	29 %	5,634	30 %	12,569	29 %	10,860	30 %
Professional services [(1)]	1,327	5 %	1,106	6 %	2,462	5 %	2,730	8 %
Total cost of revenue	8,003	34 %	6,740	36 %	15,031	34 %	13,590	38 %
Gross profit	15,278	66 %	11,830	64 %	29,002	66 %	22,562	62 %
Operating expenses:								
Sales and marketing [(1)]	4,037	17 %	2,953	16 %	7,258	16 %	6,022	17 %
Research and development [(1)]	4,003	17 %	4,054	22 %	7,480	17 %	7,964	22 %
Refundable Canadian tax credits	(112)	— %	(116)	(1)%	(229)	(1)%	(225)	(1)%
General and administrative [(1)(2)]	6,576	28 %	4,547	24 %	12,480	28 %	8,670	24 %
Depreciation and amortization	1,299	6 %	1,476	8 %	2,463	6 %	2,948	8 %
Acquisition-related expenses	2,278	10 %	1,380	8 %	5,969	14 %	3,808	11 %
Total operating expenses	18,081	78 %	14,294	77 %	35,421	80 %	29,187	81 %
Loss from operations	(2,803)	(12)%	(2,464)	(13)%	(6,419)	(14)%	(6,625)	(19)%
Other Expense:								
Interest expense, net	(1,160)	(5)%	(662)	(4)%	(2,095)	(5)%	(1,223)	(3)%
Loss on debt extinguishment	(1,634)	(7)%	—	— %	(1,634)	(4)%	—	— %
Other expense, net	(18)	— %	(293)	(1)%	(130)	(4)%	(1,041)	(3)%
Total other expense	(2,812)	(12)%	(955)	(5)%	(3,859)	(9)%	(2,264)	(6)%
Loss before provision for income taxes	(5,615)	(24)%	(3,419)	(18)%	(10,278)	(23)%	(8,889)	(25)%
Provision for income taxes	(196)	(1)%	(158)	(1)%	(1,147)	(3)%	(261)	— %
Net loss	$ (5,811)	(25)%	$ (3,577)	(19)%	$ (11,425)	(26)%	$ (9,150)	(25)%
Loss per common share, basic and diluted	$ (0.33)		$ (0.22)		$ (0.66)		$ (0.58)	
Weighted-average common shares outstanding, basic and diluted	17,778,184		16,269,808		17,374,789		15,851,106	

(1) Includes stock-based compensation detailed under Share-based Compensation in Note 9 — Stockholders' Equity.

(2) Includes General and administrative stock-based compensation of $3,167 and $802 for the three months and $5,371 and $1,462 for the six months ended June 30, 2017 and June 30, 2016, respectively. General and administrative expense excluding stock-based compensation as a percentage of total revenues is 15% and 20% for the three months and 16% and 20% for the six months ended June 30, 2017 and June 30, 2016, respectively.

(3) Includes depreciation and amortization of $1,349 and $1,084 for the three months ended June 30, 2017 and 2016, respectively, and $2,583 and $2,127 for the six months ended June 30, 2017 and 2016, respectively.

Comparison of the Three and Six Months Ended June 30, 2017 and June 30, 2016

Revenue

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	% Change	2017	2016	% Change
			(dollars in thousands)			
Revenue:						
Subscription and support	$ 19,407	$ 16,220	20%	$ 37,542	$ 31,461	19%
Perpetual license	1,746	458	281%	2,440	776	214%
Total product revenue	21,153	16,678	27%	39,982	32,237	24%
Professional services	2,128	1,892	12%	4,051	3,915	3%
Total revenue	$ 23,281	$ 18,570	25%	$ 44,033	$ 36,152	22%
Percentage of revenue:						
Subscription and support	83%	87%		85%	87%	
Perpetual license	7%	2%		6%	2%	
Total product revenue	90%	89%		91%	89%	
Professional services	10%	11%		9%	11%	
Total revenue	100%	100%		100%	100%	

For the Three Months Ended June 30, 2017

Total revenue was $23.3 million in the three months ended June 30, 2017 , compared to $18.6 million in the three months ended June 30, 2016 , an increase of $4.7 million , or 25% . The acquisitions closed after March 31, 2016 contributed an increase of $4.9 million after the reduction of $1.1 million purchase accounting deferred revenue discount. Therefore, total revenue for the organic business decreased by $0.2 million, or 1%.

Subscription and support revenue was $19.4 million in the three months ended June 30, 2017 , compared to $16.2 million in the three months ended June 30, 2016 , an increase of $3.2 million , or 20% . The acquisitions closed after March 31, 2016 contributed to an increase in subscription and support revenue of $3.1 million after the reduction of $1.1 million purchase accounting deferred revenue discount. Therefore, subscription and support revenue for the organic business increased by $0.1 million, or 1%.

Perpetual license revenue was $1.7 million in the three months ended June 30, 2017 , as compared to $0.5 million in the three months ended June 30, 2016 , an increase of $1.3 million , or 281% . The acquisitions closed after March 31, 2016 contributed an increase of $1.5 million. Therefore, perpetual license revenue for the organic business decreased by $0.2 million, or 51%.

Professional services revenue was $2.1 million in the three months ended June 30, 2017 , compared to $1.9 million in the three months ended June 30, 2016 , an increase of $0.2 million , or 12% . The acquisitions closed after March 31, 2016 contributed a $0.3 million increase. Therefore, professional services revenue for the organic business decreased by $0.1 million, or 4%.

For the Six Months Ended June 30, 2017

Total revenue was $44.0 million in the six months ended June 30, 2017 , compared to $36.2 million in the six months ended June 30, 2016 , an increase of $7.9 million , or 22% . The 2017 and 2016 acquisitions contributed an increase of $8.1 million, after the reduction of $1.7 million in purchase accounting deferred revenue discount. The divestiture of the EPM Live product line in March 2016 decreased total revenue $0.8 million. Therefore, total revenue for the organic business increased by $0.6 million, or 2%.

Subscription and support revenue was $37.5 million in the six months ended June 30, 2017 , compared to $31.5 million in the six months ended June 30, 2016 , an increase of $6.1 million , or 19% . The 2017 and 2016 acquisitions contributed an increase of $5.8 million after the reduction of $1.7 million in purchase accounting deferred revenue discount. The divestiture of the EPM Live product line decreased subscription and support revenue by $0.5 million. Therefore, subscription and support revenue for the organic business increased by $0.8 million, or 3%.

Perpetual license revenue was $2.4 million in the six months ended June 30, 2017 , as compared to $0.8 million in the six months ended June 30, 2016 , an increase of $1.7 million , or 214% . The 2017 and 2016 acquisitions increased perpetual license revenue by $1.9 million and the divestiture of the EPM Live product line had minimal impact on perpetual license revenue. Therefore, perpetual license revenue for the organic business decreased by $0.2 million, or 29%.

Professional services revenue was $4.1 million in the six months ended June 30, 2017 , compared to $3.9 million in the six months ended June 30, 2016 , an increase of $0.1 million , or 3% . The 2017 and 2016 acquisitions increased professional services revenue by $0.4 million. The divestiture of the EPM Live product line decreased professional services revenue by $0.3 million. Therefore, professional services revenue for the organic business was flat.

Cost of Revenue and Gross Profit Percentage

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	**2016**	**% Change**	**2017**	**2016**	**% Change**
			(dollars in thousands)			
Cost of revenue:						
Subscription and support [(1)]	$ 6,676	$ 5,634	18%	$ 12,569	$ 10,860	16 %
Professional services	1,327	1,106	20%	2,462	2,730	(10)%
Total cost of revenue	8,003	6,740	19%	15,031	13,590	11 %
Gross profit	$ 15,278	$ 11,830	29%	$ 29,002	$ 22,562	29 %
Percentage of total revenue:						
Subscription and support [(1)]	29%	30%		29%	30%	
Professional services	5%	6%		5%	8%	
Total cost of revenue	34%	36%		34%	38%	
Gross profit	66%	64%		66%	62%	
[(1)] Includes depreciation and amortization expense as follows:						
Depreciation	$ 570	$ 466		$ 1,019	$ 911	
Amortization	$ 779	$ 618		$ 1,564	$ 1,216	

For the Three Months Ended June 30, 2017

Cost of subscription and support revenue was $6.7 million in the three months ended June 30, 2017 , compared to $5.6 million in the three months ended June 30, 2016 , an increase of $1.0 million , or 18% . The acquisitions closed after March 31, 2016 contributed an increase to cost of subscription and support revenue of $0.6 million, which consisted primarily of personnel costs and amortization of intangible assets. Therefore, cost of subscription and support revenue for the organic portion of our business increased by $0.4 million, primarily related to increased mobile messaging volume and charges taken for closure and consolidation of our data-center contracts as we migrate our cloud infrastructure to Amazon Web Services (AWS).

Cost of professional services revenue was $1.3 million in the three months ended June 30, 2017 , compared to $1.1 million in the three months ended June 30, 2016 , an increase of $0.2 million , or 20% . The acquisitions closed after March 31, 2016 contributed an increase to cost of professional services revenue of $0.3 million, which consisted primarily of personnel and related costs. Therefore, cost of professional services revenue for the organic portion of our business declined by $0.1 million primarily related to personnel costs.

For the Six Months Ended June 30, 2017

Cost of subscription and support revenue was $12.6 million in the six months ended June 30, 2017 , compared to $10.9 million in the six months ended June 30, 2017 , an increase of $1.7 million , or 16% . The 2017 and 2016 acquisitions contributed an increase to cost of subscription and support revenue of $1.2 million, which consisted primarily of personnel costs and amortization of intangible assets. The divestiture of the EPM Live product line decreased costs of subscription and support revenue by $0.3 million primarily consisting of personnel costs and cost of third party software and equipment. Therefore, cost of subscription and support revenue for the organic portion of our business increased by $0.8 million, primarily related to increased mobile messaging volume and charges taken for closure and consolidation of our data-center contracts as we migrate our cloud infrastructure to Amazon Web Services (AWS).

Cost of professional services revenue was $2.5 million in the six months ended June 30, 2017 , compared to $2.7 million in the six months ended June 30, 2016 , a decrease of $0.3 million , or 10% . The 2017 and 2016 acquisitions contributed an increase in cost of professional services revenue of $0.4 million primarily due to personnel costs. The divestiture of the EPM Live product line decreased costs of professional services by $0.3 million consisting of personnel costs. Therefore, cost of professional services revenue for the organic portion of our business declined by $0.4 million and consisted primarily of personnel costs.

Operating Expenses

Sales and Marketing Expense

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	% Change	2017	2016	% Change
	(dollars in thousands)					
Sales and marketing	$ 4,037	$ 2,953	37%	$ 7,258	$ 6,022	21%
Percentage of total revenue	17%	16%		16%	17%	

For the Three Months Ended June 30, 2017

Sales and marketing expense was $4.0 million in the three months ended June 30, 2017 , compared to $3.0 million in the three months ended June 30, 2016 , an increase of $1.0 million , or 37% . The acquisitions closed after March 31, 2016 contributed $0.9 million of increased sales and marketing cost, primarily consisting of personnel costs and sales commissions. Therefore, sales and marketing expense for the organic portion of our business increased by $0.1 million and consisted primarily of increased personnel costs.

For the Six Months Ended June 30, 2017

Sales and marketing expense was $7.3 million in the six months ended June 30, 2017 , compared to $6.0 million in the six months ended June 30, 2016 , an increase of $1.2 million , or 21% . The 2017 and 2016 acquisitions contributed $1.4 million of increased sales and marketing cost, primarily consisting of personnel costs and sales commissions. The divestiture of the EPM Live product line decreased sales and marketing costs by $0.1 million. Therefore, sales and marketing expense for the organic portion of our business decreased by $0.1 million and consisted of a $0.3 million increase in personnel costs, a $0.3 million decrease in discretionary marketing spend and a $0.1 million decrease in sales commission.

Research and Development Expense

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	% Change	2017	2016	% Change
	(dollars in thousands)					
Research and development	$ 4,003	$ 4,054	(1)%	$ 7,480	$ 7,964	(6)%
Refundable Canadian tax credits	(112)	(116)	(3)%	(229)	(225)	2 %
Total research and development	$ 3,891	$ 3,938	(1)%	$ 7,251	$ 7,739	(6)%
Percentage of total revenue:						
Research and development	17%	22 %		17 %	22 %	
Refundable Canadian tax credits	—%	(1)%		(1)%	(1)%	
Total research and development	17%	21 %		16 %	21 %	

For the Three Months Ended June 30, 2017

Research and development expense was $4.0 million in the three months ended June 30, 2017 , compared to $4.1 million in the three months ended June 30, 2016 , a decrease of $0.1 million , or 1% . The acquisitions closed after March 31, 2016 contributed $0.5 million of increased research and development costs primarily consisting of personnel costs. Therefore, research and development costs for the organic portion of our business decreased by $0.6 million due to a decrease in personnel costs, most of which are the result of our planned operating efficiencies.

Refundable Canadian tax credits were $ 0.1 million in the three months ended June 30, 2017 , compared to the same amount in the three months ended June 30, 2016 .

For the Six Months Ended June 30, 2017

Research and development expense was $7.5 million in the six months ended June 30, 2017 , compared to $8.0 million in the six months ended June 30, 2016 , a decrease of $0.5 million , or 6% . The 2017 and 2016 acquisitions contributed $0.9 million of increased research and development costs primarily consisting of personnel costs. The divestiture of the EPM Live product line decreased research and development costs by $0.2 million. Therefore, research and development costs for the organic portion of our business decreased by $1.2 million due to a decrease in personnel costs, most of which are the result of our planned operating efficiencies.

Refundable Canadian tax credits were $0.2 million in the six months ended June 30, 2017 , compared to the same amount in the six months ended June 30, 2016 .

General and Administrative Expense

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	% Change	2017	2016	% Change
	(dollars in thousands)					
General and administrative	$ 6,576	$ 4,547	45%	$ 12,480	$ 8,670	44%
Percentage of total revenue	28%	24%		28%	24%	

For the Three Months Ended June 30, 2017

General and administrative expense was $6.6 million in the three months ended June 30, 2017 , compared to $4.5 million in the three months ended June 30, 2016 , an increase of $2.1 million , or 45% . An increase in general administrative expense of $0.2 million was due to the acquisitions closed after March 31, 2016, which consisted primarily of personnel costs. Therefore, general and administrative expense for the organic portion of our business increased by $1.9 million year-over-year, which was driven primarily by increased non-cash stock compensation expense, which included a stock grant from 2016 which required mark-to-market valuation accounting treatment creating higher non-cash stock compensation expense in the three months ended June 30, 2017 as a result of the significant increase in the trading value of our stock, however, as this stock grant is fully vested as of June 30, 2017, there will be no further stock compensation expense in future periods for this grant.

For the Six Months Ended June 30, 2017

General and administrative expense was $12.5 million in the six months ended June 30, 2017 , compared to $8.7 million in the six months ended June 30, 2016 , an increase of $3.8 million , or 44% . An increase in general administrative expense of $0.3 million was due to the 2017 and 2016 acquisitions, which consisted primarily of personnel costs. The divestiture of the EPM Live product line did not have any significant impact on general and administrative costs. Therefore, general and administrative expense for the organic portion of our business increased by $3.5 million year-over-year, which was driven primarily by increased non-cash stock compensation expense, which included a stock grant from 2016 which required mark-to-market valuation accounting treatment creating higher non-cash stock compensation expense in the six months ended June 30, 2017 as a result of the significant increase in the trading value of our stock, however, as this stock grant is fully vested as of June 30, 2017, there will be no further stock compensation expense in future periods for this grant.

Depreciation and Amortization Expense

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	% Change	2017	2016	% Change
			(dollars in thousands)			
Depreciation and amortization:						
Depreciation	$ 122	$ 167	(27)%	$ 235	$ 316	(26)%
Amortization	1,177	1,309	(10)%	2,228	2,632	(15)%
Total depreciation and amortization	$ 1,299	$ 1,476	(12)%	$ 2,463	$ 2,948	(16)%
Percentage of total revenue:						
Depreciation	1%	1%		1%	1%	
Amortization	5%	7%		5%	7%	
Total depreciation and amortization	6%	8%		6%	8%	

For the Three Months Ended June 30, 2017

Depreciation and amortization expense was $1.3 million in the three months ended June 30, 2017 , compared to $1.5 million in the three months ended June 30, 2016 , a decrease of $0.2 million , or 12% . The acquisitions closed after March 31, 2016 increased the depreciation and amortization expense by $0.2 million, while the depreciation and amortization expense for the organic portion of our business decreased by $0.4 million as a result of assets acquired in earlier years becoming fully amortized or depreciated.

For the Six Months Ended June 30, 2017

Depreciation and amortization expense was $2.5 million in the six months ended June 30, 2017 , compared to $2.9 million in the six months ended June 30, 2016 , a decrease of $0.5 million , or 16% . The 2017 and 2016 acquisitions increased the depreciation and amortization expense by $0.4 million. The divestiture of the EPM Live product line decreased the depreciation and amortization expense by $0.1 million, while the organic portion of our business decreased by $0.8 million as a result of assets acquired in earlier years becoming fully amortized or depreciated.

Acquisition-related Expenses

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	% Change	2017	2016	% Change
			(dollars in thousands)			
Acquisition-related expenses	$ 2,278	$ 1,380	65%	$ 5,969	$ 3,808	57%
Percentage of total revenue	10%	8%		14%	11%	

For the Three Months Ended June 30, 2017

Acquisition related expense was $2.3 million in the three months ended June 30, 2017 , compared to $1.4 million in the three months ended June 30, 2016 , an increase of $0.9 million , or 65% . These one-time acquisition related expenses vary by acquisition and are expensed as incurred. The level of acquisition activity varies from period to period so, as a result, year-over-year comparison of these expenses are not necessarily meaningful due to the one-time nature of these expenses.

For the Six Months Ended June 30, 2017

Acquisition related expense was $6.0 million in the six months ended June 30, 2017 , compared to $3.8 million in the six months ended June 30, 2016 , an increase of $2.2 million , or 57% . These one-time acquisition related expenses vary by acquisition and are expensed as incurred. The level of acquisition activity varies from period to period so, as a result, year-over-year comparison of these expenses are not necessarily meaningful due to the one-time nature of these expenses.

Other Income (Expense)

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	% Change	2017	2016	% Change
	(dollars in thousands)					
Other expense:						
Interest expense, net	$ (1,160)	$ (662)	75 %	$ (2,095)	$ (1,223)	71 %
Loss on debt extinguishment	(1,634)	—	NA	(1,634)	—	NA
Other expense, net	(18)	(293)	(94)%	(130)	(1,041)	(88)%
Total other expense	$ (2,812)	$ (955)	194 %	$ (3,859)	$ (2,264)	70 %
Percentage of total revenue:						
Interest expense, net	(5)%	(4)%		(5)%	(3)%	
Loss on debt extinguishment	(7)% —	— %		(4)%	— %	
Other expense, net	— %	(1)%		— %	(3)%	
Total other expense	(12)%	(5)%		(9)%	(6)%	

For the Three Months Ended June 30, 2017

Interest expense was $1.2 million in the three months ended June 30, 2017 , compared to $0.7 million in the three months ended June 30, 2016 , an increase in interest expense of $0.5 million , or 75% . The increase was due to an increase in borrowing on our debt facility for the Omtool and RightAnswers acquisitions in January 2017 and April 2017, respectively.

Loss on debt extinguishment was $1.6 million in the three months ended June 30, 2017 , compared to zero in the three months ended June 30, 2016 , an increase of $1.6 million. In conjunction with the Fourth Amendment to the Credit Facility during the three months ended June 30, 2017, the borrowing of $15.0 million from the previously uncommitted accordion feature of the Credit Facility triggered debt extinguishment accounting under ASC 470, *Debt.* As a result, the Company was required to write off debt issuance cost of $1.6 million as a loss on debt extinguishment, which included unamortized debt discount of $1.1 million and $0.5 million of lender fees related directly to new debt.

Other expense was zero in the three months ended June 30, 2017 , compared to other expense of $0.3 million in the three months ended June 30, 2016 , a decrease of $0.3 million . The decrease in other expense was primarily due to a gain on foreign currency translation in the three months ended June 30, 2017 .

For the Six Months Ended June 30, 2017

Interest expense was $2.1 million in the six months ended June 30, 2017 , compared to $1.2 million in the six months ended June 30, 2016 , an increase in interest expense of $0.9 million , or 71% . The increase was due to an increase in borrowing on our debt facility for the Omtool and RightAnswers acquisitions in January 2017 and April 2017, respectively.

Loss on debt extinguishment was $1.6 million in the six months ended June 30, 2017 , compared to none in the six months ended June 30, 2016 , an increase of $1.6 million. In conjunction with the Fourth Amendment to the Credit Facility amendment during the three months ended June 30, 2017, the borrowing of $15.0 million from the previously uncommitted accordion feature of the Credit Facility triggered debt extinguishment accounting under ASC 470, *Debt.* As a result, the Company was required to write off debt issuance cost of $1.6 million as a loss on debt extinguishment, which included unamortized debt discount of $1.1 million and $0.5 million of lender fees related directly to new debt.

Other expense was $0.1 million in the six months ended June 30, 2017 , compared to other expense of $1.0 million in the six months ended June 30, 2016 , a decrease of $0.9 million . The decrease in other expense was primarily due to the non-cash accounting loss on the divestiture of the EPM Live assets as part of the acquisition of HipCricket in March 2016.

Provision for Income Taxes

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	**2016**	**% Change**	**2017**	**2016**	**% Change**
	(dollars in thousands)					
Provision for income taxes	$ (196)	$ (158)	24%	$ (1,147)	$ (261)	339%
Percentage of total revenue	(1)%	(1)%		(3)%	—%	

For the Three Months Ended June 30, 2017

Provision for income taxes was $0.2 million in the three months ended June 30, 2017 , compared to the provision for income taxes of $0.2 million in the three months ended June 30, 2016 .

For the Six Months Ended June 30, 2017

Provision for income taxes was $1.1 million in the six months ended June 30, 2017 , compared to the provision for income taxes of $0.3 million in the six months ended June 30, 2016 , an increase of $0.9 million primarily related to the Company's increased profitability.

Liquidity and Capital Resources

To date, we have financed our operations primarily through capital raising including sales of our common stock, cash from operating activities, borrowing under our credit facility, and the issuance of notes to sellers in some of our acquisitions.

On May 12, 2017, the Company filed a registration statement on Form S-3 (File No. 333-217977) (the "S-3"), to register Upland securities in an aggregate amount of up to $75.0 million for offerings from time to time. The S-3 was amended on May 22, 2017, and declared effective on May 26, 2017. On June 6, 2017, pursuant to the S-3, the Company entered into an underwriting agreement (the "Underwriting Agreement") with Needham & Company, LLC and William Blair & Company, L.L.C., as representatives of the several underwriters named therein, relating to the sale and issuance of 2,139,534 common shares of the Company for an offering price to the public of $21.50 per share. The net proceeds of the registered public offering was approximately $42.7 million , net of issuance costs, in exchange for 2,139,534 shares of common stock.

As of June 30, 2017 , we had cash and cash equivalents of $57.4 million , $10.0 million of available borrowings under our loan and security agreements, and $72.7 million of borrowings outstanding under our loan and security agreements compared to cash and cash equivalents of $28.8 million , $20.0 million of available borrowings under our loan and security agreements, and $49.4 million of borrowings outstanding under our loan and security agreements as of December 31, 2016 .

Fourth Amendment to Credit Facility

On April 21, 2017, the Company entered into a Fourth Amendment to the Credit Agreement (the “Fourth Amendment”) that amended its Credit Agreement dated as of May 14, 2015 (the “Credit Facility”) among *inter alia* the Company, certain of its domestic and Canadian subsidiaries and each of the lenders party thereto. After giving effect to the Fourth Amendment, the Credit Facility provided for an additional term loan of $15.0 million , which was fully funded in conjunction with the acquisition of RightAnswers, Inc. under the Company’s existing $90.0 million credit facility.

The Fourth Amendment also provided for, among other things, (i) the availability of U.S. and Canadian revolving loans up to the lesser of (x) $10.0 million and (y) 108.75% (subject to step-downs beginning June 30, 2017) of the Borrowers’ recurring revenues on a trailing twelve month pro forma basis minus the outstanding balance of loans and letters of credit made under the Credit Facility.

Fifth Amendment to Credit Facility

On August 2, 2017, the Company entered into a credit facility with Wells Fargo Capital Finance and CIT Bank, N.A. as joint lead arrangers, and including Goldman Sachs, Bank USA, Regions Bank, and Citizens Bank, N.A., with a Fifth Amendment to Credit Agreement (the “Fifth Amendment”) that amends that certain Credit Agreement dated as of May 14, 2015 (the “Credit Facility”) among *inter alia* the Company, certain of its subsidiaries, and each of the lenders named in the Credit Facility.

The Credit Facility now provides for a $200.0 million credit facility, including a $95.0 million outstanding term loan, a $40.0 million delayed draw term loan commitment, a $10.0 million revolving loan commitment, and a $55.0 million uncommitted accordion.

Specifically, the Fifth Amendment provides for, among other things, (i) the expansion of the Company’s delayed draw term facility from $10.0 million to $40.0 million , (ii) an increase in the Company’s uncommitted accordion amount from $20.0 million to $55.0 million , (iii) reduces principal installments to 2.5% per annum on or before June 30, 2019 with the existing 5.0% per annum due thereafter until the facility’s maturity date of August 2, 2022, (iv) favorable adjustment of leverage ratio to exclude excess of $2.5 million and up to $15.0 million in qualified cash from such calculation, and (v) an increase in the maximum amount of purchase consideration payable in respect of an individual permitted acquisition from $20.0 million to $25.0 million and in respect of all permitted acquisitions from $75.0 million to $175.0 million .

See Note 12 — Subsequent Events for more information regarding the Fifth Amendment to the Credit Facility.

As of June 30, 2017 and December 31, 2016, we had a working capital surplus of $21.6 million and $7.6 million, respectively, which included $29.9 million and $23.6 million of deferred revenue recorded as a current liability as of June 30, 2017 and December 31, 2016, respectively. This deferred revenue will be recognized as revenue in accordance with our revenue recognition policy.

The following table summarizes our cash flows for the periods indicated:

	Six Months Ended June 30,	
	2017	**2016**
	(dollars in thousands)	
Consolidated Statements of Cash Flow Data:		
Net cash provided by operating activities	$ 5,742	$ 947
Net cash used in investing activities	(37,471)	(13,103)
Net cash provided by financing activities	60,201	11,586
Effect of exchange rate fluctuations on cash	190	284
Change in cash and cash equivalents	28,662	(286)
Cash and cash equivalents, beginning of period	28,758	18,473
Cash and cash equivalents, end of period	$ 57,420	$ 18,187

Cash Flows from Operating Activities

Cash used in operating activities is significantly influenced by the amount of cash we invest in personnel and infrastructure to support the anticipated growth of our business. Our operating assets and liabilities consist primarily of cash, receivables from customers, prepaid assets, and unbilled professional services, accounts payable and accrued compensation and other accrued expenses and deferred revenues. The volume of professional services rendered and the related timing of collections on those bookings, as well as payments of our accounts payable and accrued payroll and related benefits affect these account balances.

Our cash provided by operating activities for the six months ended June 30, 2017 primarily reflects our net loss of $11.4 million plus non-cash expenses that included $5.0 million of depreciation and amortization, $5.9 million of non-cash stock compensation expense, $0.1 million of non-cash interest, $0.4 million of deferred income taxes, and $1.6 million of non-cash loss on debt extinguishment offset by $0.2 million of foreign currency re-measurement gains . Working capital sources of cash included a $4.0 million decrease in accounts receivable, a $0.8 million decrease in Prepaids and other and a $0.9 million increase in accounts payable, and uses of cash included a $0.5 million decrease in accrued expenses and other liabilities and a $1.0 million decrease in Deferred Revenue.

A substantial source of cash is provided as a result of invoicing for subscriptions and support fees in advance, which is recorded as deferred revenue, and is included on our consolidated balance sheet as a liability. Deferred revenue consists of the unearned portion of booked fees for our software subscriptions and support, which is amortized into revenue in accordance with our revenue recognition policy. We assess our liquidity, in part, through an analysis of new subscriptions invoiced, expected cash receipts on new and existing subscriptions, and our ongoing operating expense requirements.

Cash Flows from Investing Activities

Our primary investing activities have consisted of acquisitions of complementary technologies, products and businesses. As our business grows, we expect our primary investing activities to continue to further expand our family of software applications and infrastructure and support additional personnel.

For the six months ended June 30, 2017 , cash used in investing activities for business combinations, consisted of cash proceeds paid during the period to sellers of Omtool, Ltd. and RightAnswers, Inc., which were acquired in January and April 2017, respectively, totaling $37.0 million , purchases of customer relationships of $0.1 million , and purchases of property and equipment of $0.4 million .

Our future capital requirements will depend on many factors, including our growth rate, the timing and extent of spending to support research and development efforts, the expansion of sales and marketing activities, the introduction of new and enhanced applications and professional service offerings, and acquisitions of complementary technologies, products and businesses.

Cash Flows from Financing Activities

Our primary financing activities have consisted of capital raised to fund our operations, proceeds from debt obligations entered into to finance our operations, repayments of our debt obligations and share based payment activity.

During the six months ended June 30, 2017 , we received $42.7 million , net of issuance costs, related to the issuance of our common stock, borrowed and repaid $9.0 million under our revolving line of credit and borrowed $24.3 million, net of issuance costs, comprised of (i) $10.0 million delayed draw term loan and (ii) $15.0 million from the accordion feature of our credit agreement in conjunction with the acquisition of Omtool and RightAnswers, repaid $1.7 million of term notes payable, paid $4.3 million in additional consideration to sellers of acquired businesses, and made principal payments of $0.7 million on capital leases.

Loan and Security Agreements

Loans

Fourth Amendment to Credit Facility

On April 21, 2017, the Company amended that certain Credit Agreement dated as of May 14, 2015 (the “Credit Facility”) among *inter alia* the Company, certain of its domestic and Canadian subsidiaries, and each of the lenders party thereto (the "Fourth Amendment"). After giving effect to the Fourth Amendment, the Company borrowed an additional term loan of $15.0 million million in conjunction with the acquisition of RightAnswers), which was previously part of the uncommitted accordion feature of the Credit Facility.

Under the terms of the superseded Fourth Amendment, after giving effect to the amendment, the Credit Facility provides for $73.6 million of term debt comprised of (i) a fully drawn U.S. term loan facility in an aggregate principal amount of $53.1 million (the “U.S. Term Loan”), (ii) a fully drawn Canadian term loan facility in an aggregate principal amount of $5.5 million (the “Canadian Term Loan” and (iii) an additional $15.0 million term loan from the accordion feature, and, together with the U.S. and Canadian Term Loans, the “Term Loans”). In addition, the Credit Facility also provides for fully available revolvers of $10.0 million, comprised of (i) a U.S. revolving credit facility in an aggregate principal amount of up to $9.0 million (the “U.S. Revolver”), (ii) a Canadian revolving credit facility in an aggregate principal amount of up to $1.0 million (the “Canadian Revolver” and, together with the U.S. Revolver, the “Revolver”).

Under the terms of the superseded Fourth Amendment, the Credit Facility also includes provisions for optional, uncommitted increases in the maximum size of the loan facility available under the Credit Facility by an aggregate principal amount of $20.0 million upon the satisfaction of the terms and conditions set forth in the Credit Facility, of which $15.0 million was utilized as described above.

Under the terms of the superseded Fourth Amendment, the Credit Facility also provides for, among other things, (i) a maturity date of November 15, 2021 (the "Maturity Date"), (ii) a maximum amount of permitted stock repurchases of $8.3 million , and (iii) a maximum amount of seller subordinated indebtedness permitted to be incurred in connection with permitted acquisitions of $16.7 million .

As of June 30, 2017 , there were no amounts drawn on its U.S. or Canadian revolving loans outstanding under the Credit Facility, and there was $72.7 million outstanding on term loans comprised of (i) $67.3 million in U.S. term loans outstanding under the Credit Facility; and (ii) $5.4 million in Canadian term loans outstanding under the Credit Facility.

Terms of Revolver

Under the terms of the superseded Fourth Amendment, loans under the Revolver are available up to the lesser of (i) $10.0 million (the “Maximum Revolver Amount”) or (ii) the result of (a) 100% multiplied by (subject to step-downs beginning December 31, 2016) of certain subsidiaries' recurring revenues on a trailing twelve month basis, minus (b) the outstanding balance of the Term Loans and other uses of the capacity made under the Credit Facility (such amount, the “Credit Amount”). The Revolver provides a subfacility whereby Borrowers may request letters of credit (the “Letters of Credit”) in an aggregate amount not to exceed, at any one time outstanding, $0.5 million and $0.25 million , from the U.S & Canadian facilities, respectively. The aggregate amount of outstanding Letters of Credit are reserved against the credit availability under the Maximum Revolver Amount and the Credit Amount.

Under the terms of the superseded Fourth Amendment, loans under the Revolver may be borrowed, repaid and reborrowed until November 15, 2021 (the “Maturity Date”), at which time all amounts borrowed under the Credit Facility must be repaid.

Terms of Term Loans

Under the terms of the superseded Fourth Amendment, the Term Loans are repayable, on a quarterly basis beginning December 31, 2016, by an amount equal to 5.0% per annum of the original principal amount of such loan. Any amount remaining unpaid is due and payable in full on the Maturity Date.

Terms of Delay Draw Term Loan

Under the terms of the superseded Fourth Amendment, pursuant to the terms of the Credit Facility, the DDTL is to be used to finance acquisitions, and was drawn in full in January, 2017 to finance the acquisition of Omtool. The DDTL is repayable, on a quarterly basis, by an amount equal to 5.0% per annum of the original funded amount of the DDTL. Any amount remaining unpaid would be due and payable in full on the Maturity Date.

Other Terms of Credit Facility

At the option of the Company, U.S. loans accrue interest at a per annum rate based on (i) the U.S. base rate plus a margin ranging from 3.0% to 4.0% depending on the leverage ratio or (ii) the U.S. LIBOR rate determined in accordance with the Credit Facility (based on 1, 2, 3 or 6-month interest periods) plus a margin ranging from 4.0% to 5.0% depending on the leverage ratio. The U.S. base rate is a rate equal to the highest of (i) the federal funds rate plus a margin equal to 0.5% , the U.S. LIBOR rate for a 1-month interest period plus 1.0% , and (ii) Wells Fargo Capital Finance’s prime rate.

At the option of the Company, the Canadian loans accrue interest at a per annum rate based on (i) the Canadian prime rate or the U.S. base rate plus a margin ranging from 3.0% to 4.0% depending on the leverage ratio or (ii) the U.S. LIBOR rate determined in accordance with the Credit Facility (based on 1, 2, 3 or 6-month interest periods) (or the Canadian Bankers Acceptance ("Canadian BA") rate determined in accordance with the Credit Facility for obligations in Canadian dollars) plus a margin ranging from 4.0% to 5.0% depending on the leverage ratio.

Accrued interest on the loans will be paid monthly, or, with respect to loans that are accruing interest based on the U.S. LIBOR rate or Canadian BA rate, at the end of the applicable U.S. LIBOR or Canadian BA interest rate period.

Under the terms of the superseded Fourth Amendment, lenders are entitled to a premium (the “Prepayment Premium”) in the event of certain prepayments of the loans in an amount equal to (i) from November 15, 2016 to November 15, 2017, 2.0% times the sum of (a) the Maximum Revolver Amount plus (b) the outstanding principal amount of the Term Loan and DDTL on the date immediately prior to the date of the prepayment (such sum, the “Prepayment Amount”) (ii) from November 15, 2017 to November 15, 2018, 1.0% times the Prepayment Amount and (iii) during the period from and after November 15, 2018 to the Maturity Date, 0.0% times the Prepayment Amount. The Company may also be subject to prepayment fees in the case of commitment reductions of the Revolver and also may be obligated to prepay loans upon the occurrence of certain events.

The Company is also obligated to pay other customary servicing fees, letter of credit fees and unused credit facility fees.

The Loan Facility contains customary affirmative and negative covenants. The negative covenants limit the ability of the Company and its subsidiaries to, among other things (in each case subject to customary exceptions for a credit facility of this size and type):

- Incur additional indebtedness or guarantee indebtedness of others;
- Create liens on their assets;
- Make investments, including certain acquisitions;
- Enter into mergers or consolidations;
- Dispose of assets;
- Pay dividends and make other distributions on the Company's capital stock, and redeem and repurchase the Company's capital stock;
- Enter into transactions with affiliates; and
- Prepay indebtedness or make changes to certain agreements.

There are certain financial covenants that became more restrictive starting March 31, 2017. If an event of default occurs, at the election of the Lenders, a default interest rate shall apply on all obligations during an event of default, at a rate per annum equal to 2.00% above the applicable interest rate.

Under the terms of the superseded Fourth Amendment, the Loan Facility limits the Company's ability to buyback its capital stock, subject to restrictions including a minimum liquidity requirement of $20.0 million before and after any such buyback.

Termination of Prior Credit Facility

In conjunction with the Fourth Amendment to Credit Facility on April 21, 2017, the borrowing of $15.0 million from the previously uncommitted accordion feature of the Credit Facility triggered debt extinguishment accounting under ASC 470, *Debt* . As a result, the Company was required to write off debt issuance cost of $1.6 million as Loss on debt extinguishment, which included unamortized debt discount of $1.1 million and $0.5 million of lender fees related directly to the new debt.

Interest Rate and Debt Discount

Cash interest costs averaged 6.0% and 5.7% under the Credit Facility for the three months ended June 30, 2017 and for the year ended December 31, 2016 , respectively. In addition, the Company had $0.4 million of unamortized Debt Discount associated with the Credit Facility as of June 30, 2017 . These Debt Discount costs will be amortized to non-cash interest expense over the term of the Credit Facility.

Off-Balance Sheet Arrangements

During the six months ended June 30, 2017 and June 30, 2016 , respectively, we did not have any relationships with unconsolidated organizations or financial partnerships, such as structured finance or special-purpose entities, that would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Critical Accounting Policies and the Use of Estimates

We prepare our consolidated financial statements in accordance with generally accepted accounting principles in the United States. The preparation of consolidated financial statements also requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs and expenses and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results could differ significantly from the estimates made by our management. To the extent that there are differences between our estimates and actual results, our future financial statement presentation, financial condition, results of operations and cash flows will be affected. We believe that the accounting policies discussed below are critical to understanding our historical and future performance, as these policies relate to the more significant areas involving management's judgments and estimates.

The following critical accounting policies reflect significant judgments and estimates used in the preparation of our consolidated financial statements:

• revenue recognition and deferred revenue;

• stock-based compensation;

• income taxes; and

• business combinations and the recoverability of goodwill and long-lived assets.

Other Key Accounting Policies

Our unaudited interim financial statements and other financial information for the three and six months ended June 30, 2017 , as presented herein and in Item 1 to this Quarterly Report on Form 10-Q, reflects no material changes in our critical accounting policies and estimates as set forth in our Annual report on Form 10-K for the year ended December 31, 2016 filed with the SEC on March 30, 2017 . Please refer to this Annual Report for a detailed description of our critical accounting policies that involve significant management judgment.

We evaluate our estimates, judgments and assumptions on an ongoing basis, and while we believe that our estimates, judgments and assumptions are reasonable, they are based upon information available at the time. Actual results may differ significantly from these estimates under different assumptions, judgments or conditions.

Under Section 107(b) of the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards until such time as those standards apply to private companies. We are choosing to opt out of such extended transition period, however, and we will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. Section 107 of the JOBS Act provides that our decision to opt out of the extended transition period for complying with new or revised accounting standards is irrevocable.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We have operations both within the United States and internationally, and we are exposed to market risks in the ordinary course of our business. These risks primarily include interest rate, foreign exchange and inflation risks, as well as risks relating to changes in the general economic conditions in the countries where we conduct business. The statement of operations impact is mitigated by having an offsetting liability in deferred revenue to partially or completely offset against the outstanding receivable if an account should become uncollectible. Our cash balances are kept in customary operating accounts, a portion of which are insured by the Federal Deposit Insurance Corporation, and uninsured money market accounts. The majority of our cash balances in money market accounts are with Comerica Bank, our former lender under our loan and security agreements. To date, we have not used derivative instruments to mitigate the impact of our market risk exposures. We also have not used, nor do we intend to use, derivatives for trading or speculative purposes.

Interest Rate Risk

Our exposure to market risk for changes in interest rates primarily relates to our cash equivalents and any variable rate indebtedness. The primary objective of our investment activities is to preserve principal while maximizing yields without significantly increasing risk. This objective is accomplished currently by making diversified investments, consisting only of money market mutual funds and certificates of deposit. Any draws under our loan and security agreements bear interest at a variable rate tied to the prime rate. As of June 30, 2017 , we had a principal balance of $67.3 million under our U.S. Term Loan, none under our U.S. Revolver, $5.4 million under our Canadian Term Loan and none under our Canadian Revolver. See Note 12 — Subsequent Events in Notes to Unaudited Condensed Consolidated Financial Statements for more information regarding additions to this facility.

As of December 31, 2016 , we had a principal balance of $43.8 million under our U.S. Loan Agreement and $5.6 million under our Canadian Loan Agreement.

Foreign Currency Exchange Risk

Our results of operations and cash flows are subject to fluctuations due to changes in foreign currency exchange rates, which expose us to foreign exchange rate risk. In addition, we incur a portion of our operating expenses in foreign currencies, including Canadian dollars, British pounds and Euros, and in the future as we expand into other foreign countries, we expect to incur operating expenses in other foreign currencies. In addition, our customers are generally invoiced in the currency of the country in which they are located. We are exposed to foreign exchange rate fluctuations as the financial results of our international operations are translated from the local functional currency into U.S. dollars upon consolidation. A decline in the U.S. dollar relative to foreign functional currencies would increase our non-U.S. revenue and improve our operating results. Conversely, if the U.S. dollar strengthens relative to foreign functional currencies, our revenue and operating results would be adversely affected. The effect of a hypothetical 10% change in foreign currency exchange rates applicable to our business would have resulted in a change in revenue of $2.1 million for the six months ended June 30, 2017 . To date, we have not engaged in any hedging strategies. As our international operations grow, we will continue to reassess our approach to manage our risk relating to fluctuations in foreign currency exchange rates.

Inflation

We do not believe that inflation had a material effect on our business, financial condition or results of operations in the last three fiscal years. If our costs were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through price increases. Our inability or failure to do so could harm our business, financial condition and results of operations.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act refers to controls and procedures that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that such information is accumulated and communicated to a company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2017 , the end of the period covered by this Quarterly Report on Form 10-Q. Based upon such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of such date.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the most recent fiscal quarter ended June 30, 2017 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1A. Risk Factors

The risk factor set forth below replaces the risk factor in our Annual Report on Form 10-K for the year ended December 31, 2016, entitled "Our loan facility contains operating and financial covenants that may restrict our business and financing activities." Other than the risk factor set forth below, there have been no material changes from the risk factors disclosed in our Annual Report on Form 10-K for the year ended December 31, 2016 .

Our credit facility contains operating and financial covenants that may restrict our business and financing activities.

On November 15, 2016, we entered into a $90.0 million credit facility with Wells Fargo Capital Finance. The credit facility was amended on April 21, 2017. The facility is comprised of a $44.4 million term loan, a $10.0 million revolving credit facility, a $10.0 million delayed draw term loan for acquisitions. Additionally, the facility provides for uncommitted increases in the maximum size of the loan facility by an aggregate principal amount of $20.0 million to further support future acquisitions and an additional $16.7 million of subordinated seller notes for acquisitions. As of June 30, 2017 , there was $72.7 million outstanding under the credit facility, $72.7 million of which was outstanding under the term loan portion, including the entire $10.0 million delayed draw term loan, none outstanding under the revolving portion of the credit facility and $15.0 million outstanding under the uncommitted loan feature.

On August 2, 2017, we entered into a credit facility with Wells Fargo Capital Finance and CIT Bank, N.A. as joint lead arrangers, and including Goldman Sachs, Bank USA, Regions Bank, and Citizens Bank, N.A., with a Fifth Amendment to Credit Agreement (the “Fifth Amendment”) that amends that certain Credit Agreement dated as of May 14, 2015 (the “Credit Facility”) among *inter alia* the Company, certain of its subsidiaries, and each of the lenders named in the Credit Facility.

The Credit Facility now provides for a $200.0 million credit facility, including a $95.0 million outstanding term loan, a $40.0 million delayed draw term loan commitment, a $10.0 million revolving loan commitment, and a $55.0 million uncommitted accordion.

Specifically, the Fifth Amendment provides for, among other things, (i) the expansion of the Company’s delayed draw term facility from $10.0 million to $40.0 million , (ii) an increase in the Company’s uncommitted accordion amount from $20.0 million to $55.0 million , (iii) reduces principal installments to 2.5% per annum on or before June 30, 2019 with the existing 5.0% per annum due thereafter until the facility’s maturity date of August 2, 2022, (iv) favorable adjustment of leverage ratio to exclude excess of $2.5 million and up to $15.0 million in qualified cash from such calculation, and (v) an increase in the maximum amount of purchase consideration payable in respect of an individual permitted acquisition from $20.0 million to $25.0 million and in respect of all permitted acquisitions from $75.0 million to $175.0 million .

Our obligations and the obligations of the co-borrowers and any guarantors under the Wells Fargo credit facility are secured by a security interest in substantially all of our assets and assets of the co-borrowers’ and of any guarantors, including intellectual property. The terms of the credit facility limits, among other things, our ability to

- sell, lease, license or otherwise dispose of assets;
- undergo a change in control;
- consolidate or merge with or into other entities;
- make or own loans, investments and acquisitions;
- create, incur or assume guarantees in respect of obligations of other persons;
- create, incur or assume liens and other encumbrances; or
- pay dividends or make distributions on, or purchase or redeem, our capital stock.

Furthermore, the Wells Fargo credit facility requires us and our subsidiaries to comply with certain financial covenants. The operating and other restrictions and covenants in the credit facility, and in any future financing arrangements that we may enter into, may restrict our ability to finance our operations, engage in certain business activities, or expand or fully pursue our business strategies, or otherwise limit our discretion to manage our business. Our ability to comply with these restrictions and covenants may be affected by events beyond our control, and we may not be able to meet those restrictions and covenants. A breach of any of the restrictions and covenants could result in a default under the credit facility or any future financing arrangements, which could cause any outstanding indebtedness under the credit facility or under any future financing arrangements to become immediately due and payable, and result in the termination of commitments to extend further credit.

Item 6. Exhibits

See the Exhibit Index immediately following the signature page of this Quarterly Report on Form 10-Q, which is incorporated herein by reference.

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.

	UPLAND SOFTWARE, INC.
Dated: August 14, 2017	/s/ Michael D. Hill
	Michael D. Hill
	Chief Financial Officer

Table of Contents

EXHIBIT INDEX

Exhibit Number	Exhibit Description
10.1*	Fourth Amendment to Credit Agreement dated as of April 21, 2017, among *inter alia* the Company and certain of its domestic and Canadian subsidiaries, as borrowers, and each of the lenders party thereto.
31.1*	Certification of Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2**	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS***	XBRL Instance Document
101.SCH***	XBRL Taxonomy Extension Schema Document
101.CAL***	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF***	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB***	XBRL Taxonomy Extension Label Linkbase Document
101.PRE***	XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith.

** Furnished herewith.

*** The financial information contained in these XBRL documents is unaudited and these are not the official publicly filed financial statements of Upland Software, Inc. Investors should continue to rely on the official filed version of the furnished documents and not rely on this information in making investment decisions. In accordance with Rule 402 of Regulation S-T, the information in these exhibits shall not be deemed to be "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

EXHIBIT 10.1

FOURTH AMENDMENT TO CREDIT AGREEMENT

This FOURTH AMENDMENT TO CREDIT AGREEMENT (this " Amendment ") is entered into as of April 21, 2017, by and among WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent and collateral agent for each member of the Lender Group and the Bank Product Providers (in such capacities, together with its successors and assigns in such capacities, " Agent ") and as United States administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, " US Agent "), WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, an Ontario corporation, as Canadian administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, " Canadian Agent "), the Lenders (as defined in the Credit Agreement as defined below) party hereto, UPLAND SOFTWARE, INC., a Delaware corporation (" Parent "), each subsidiary of Parent identified on the signature pages hereof as a " US Borrower " (collectively, the " US Borrowers "), and UPLAND SOFTWARE INC. / LOGICIELS UPLAND INC., a Canadian federal corporation (" Upland CAD "; collectively with Parent and US Borrowers each, a " Borrower " and collectively, the " Borrowers ").

WHEREAS, the Borrowers, Agent, US Agent, Canadian Agent and the Lenders are parties to that certain Credit Agreement dated as of May 14, 2015 (as amended, restated, modified or supplemented from time to time, the " Credit Agreement "); and

WHEREAS, the Borrowers have requested that Agent and the requisite Lenders pursuant to the Credit Agreement amend the Credit Agreement in certain respects as provided herein, and Agent and Lenders have agreed to the foregoing, in each case subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms . Unless otherwise defined herein, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement.

2. Amendments to Credit Agreement . In reliance upon the representations and warranties of each Borrower set forth in Section 6 below and subject to the satisfaction of the conditions to effectiveness set forth in Section 5 below, the Credit Agreement shall be amended as follows:

(a) Section 2.2(a) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(a) Subject to the terms and conditions of this Agreement, (i) on the Closing Date, the Lenders with a US Term Loan Commitment (as of the Closing

Date) made a term loan to the US Borrowers in the original principal amount of $19,000,000, (ii) on April 25, 2016, the Lenders with a Delayed Draw Term Loan Commitment (as of April 25, 2016) made a Delayed Draw Term Loan to the US Borrowers in the original principal amount of $10,000,000, (iii) on the Third Amendment Closing Date, the Lenders made additional term loans to the US Borrowers (according to the amounts set forth in footnote 1 on Schedule C-1 (as in effect on the Third Amendment Closing Date) in the original principal amount of $16,687,500, and (iv) on January 10, 2017, the Lenders with a Delayed Draw Term Loan Commitment (as of January 10, 2017) made a Delayed Draw Term Loan to the US Borrowers in the original principal amount of $10,000,000. Immediately prior to the effectiveness of the Fourth Amendment as of the Fourth Amendment Closing Date, the outstanding principal balance of the US Term Loan made under and as defined in this Agreement was $53,140,625 (the " Original US Term Loan "). Subject to the terms and conditions of this Agreement and the Fourth Amendment, the Lenders agree (severally, not jointly or jointly and severally) to make additional term loans in Dollars to the US Borrowers on the Fourth Amendment Closing Date in an aggregate original principal amount of $15,000,000 (together with the Original US Term Loan, the " US Term Loan "). Each Lender's obligation to fund the portion of the US Term Loan to be funded on the Fourth Amendment Closing Date shall be limited to the amount set forth in footnote 1 on Schedule C-1 as the amount funded by it on the Fourth Amendment Closing Date.

(b) The table set forth in Section 2.2(b) of the Credit Agreement is hereby amended and restated in its entirety as follows:

Date	Installment Amount
June 30, 2017	$867,187.50
September 30, 2017	$867,187.50
December 31, 2017	$867,187.50
March 31, 2018	$867,187.50
June 30, 2018	$867,187.50
September 30, 2018	$867,187.50
December 31, 2018	$867,187.50
March 31, 2019	$867,187.50
June 30, 2019	$867,187.50
September 30, 2019	$867,187.50
December 31, 2019	$867,187.50
March 31, 2020	$867,187.50
June 30, 2020	$867,187.50
September 30, 2020	$867,187.50
December 31, 2020	$867,187.50
March 31, 2021	$867,187.50
June 30, 2021	$867,187.50
September 30, 2021	$867,187.50

(c) The definition of "Applicable Credit Amount Percentage" set forth on Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety as follows:

" Applicable Credit Amount Percentage " means the percentage set forth in the following table for the applicable period set forth opposite thereto:

Applicable Period	Applicable Credit Amount Percentage
From the Fourth Amendment Closing Date through June 29, 2017	108.75%
June 30, 2017 through September 29, 2017	107.50%
September 30, 2017 through December 30, 2017	106.25%
December 31, 2017 through March 30, 2018	105.00%
March 31, 2018 through June 29, 2018	103.75%
June 30, 2018 through September 29, 2018	102.50%
September 30, 2018 through December 30, 2018	101.25%
December 31, 2018 through March 30, 2019	100.00%
March 31, 2019 through June 29, 2019	98.75%
June 30, 2019 through September 29, 2019	97.50%
September 30, 2019 through December 30, 2019	96.25%
December 31, 2019 through March 30, 2020	95.00%
March 31, 2020 through the June 29, 2020	95.00%
June 30, 2020 through September 29, 2020	95.00%
September 30, 2020 through the Maturity Date	95.00%

(d) The definition of "Delayed Draw Term Loan Commitment Termination Date" is hereby amended to delete the reference therein to "November 15, 2018" and insert in lieu thereof a reference to "Fourth Amendment Closing Date".

(e) Clause (b) of the definition of "Permitted Acquisition" set forth on Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety as follows:

> (b) no Indebtedness will be incurred, assumed, or would exist with respect to Parent or its Subsidiaries as a result of such Acquisition, other than Indebtedness permitted under clauses (a), (f), (g), (m), (n), or (q) of the definition of Permitted Indebtedness, and no Liens will be incurred, assumed, or would exist with respect to the assets of Parent or its Subsidiaries as a result of such Acquisition other than Permitted Liens,

(f) Clause (e) of the definition of "Permitted Acquisition" set forth on Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety as follows:

> (e) (i) Borrowers shall have Availability plus Qualified Cash in an amount equal to or greater than $10,000,000 immediately after giving effect to the consummation of the proposed Acquisition; (ii) US Borrowers shall have US Availability plus US Qualified Cash in an amount equal to a greater than $9,000,000 immediately after giving effect to the consummation of the proposed Acquisition; and (iii) Canadian Borrowers shall have Canadian Availability plus Canadian Qualified Cash in an amount equal to or greater than $1,000,000 immediately after giving effect to the consummation of the proposed Acquisition,

(g) Clause (k) of the definition of "Permitted Acquisition" set forth on Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety as follows:

> (k) the purchase consideration payable in respect of all Permitted Acquisitions occurring on or after the Fourth Amendment Closing Date (excluding the RightAnswers Merger but including the proposed Acquisition and including deferred payment obligations) shall not exceed $75,000,000 in the aggregate; provided, that the purchase consideration payable in respect of any single Acquisition or series of related Acquisitions shall not exceed $20,000,000 in the aggregate.

(h) Schedule 1.1 to the Credit Agreement is hereby amended by adding the following defined terms in alphabetical order:

> " Fourth Amendment " means that certain Fourth Amendment to Credit Agreement, dated as of the Fourth Amendment Closing Date, by and among the Borrowers, Agent and the Lenders party thereto.
>
> " Fourth Amendment Closing Date " means April 21, 2017.
>
> " RA Acquisition " means RA Acquisition Corporation I, a Delaware corporation and wholly-owned Subsidiary of Parent.
>
> " RightAnswers Merger " means the merger of RA Acquisition with and into RightAnswers Target with RightAnswers Target as the surviving corporation, pursuant to and in accordance with the RightAnswers Merger Agreement.
>
> " RightAnswers Merger Agreement " that certain Agreement and Plan of Merger dated as of April 7, 2017 by and among Parent, RA Acquisition, RightAnswers Target, and Shareholder Representative Services LLC, a Colorado limited liability company solely in its capacity as stockholder representative.
>
> " RightAnswers Target " means RightAnswers, Inc., a Delaware corporation.

(i) Schedule C-1 to the Credit Agreement is hereby amended and restated in its entirety as set forth on Exhibit A attached hereto.

3. Continuing Effect . Except as expressly set forth in Sections 2 and 3 of this Amendment, nothing in this Amendment shall constitute a waiver or other modification of any other terms or provisions of the Credit Agreement or any other Loan Document, and the Credit Agreement and the other Loan Documents shall remain unchanged and shall continue in full force and effect, in each case as amended hereby. This Amendment is a Loan Document.

4. Reaffirmation and Confirmation . Each Borrower hereby ratifies, affirms, acknowledges and agrees that the Credit Agreement and the other Loan Documents to which it is a party represent the valid, enforceable and collectible obligations of such Borrower, and further acknowledges that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Credit Agreement or any other Loan Document as of the date hereof. Each Borrower hereby agrees that this Amendment in no way acts as a release or relinquishment of the Liens and rights securing payments of the Obligations. The Liens and rights securing payment of the Obligations are hereby ratified and confirmed by each Borrower in all respects.

5. Conditions to Effectiveness . This Amendment shall become effective upon the satisfaction of each of the following conditions precedent, in each case satisfactory to Agent in all respects:

(a) Agent shall have received a copy of this Amendment executed and delivered by the Lenders, and each Borrower, and each agreement, document and instrument set forth on the Closing Checklist attached hereto as Exhibit B;

(b) after giving effect to the making of the Loans and other extensions of credit to be advanced by the Lenders to the Borrowers, any prepayment of Loans to be made on the date hereof, and the payment of all fees and expenses required to be paid by the Borrowers under this Amendment, the Credit Agreement and the other Loan Documents on the date hereof, Borrowers have Availability, plus Qualified Cash, that exceeds $20,000,000;

(c) after giving effect to the making of the Loans and other extensions of credit to be advanced by the Lenders to the Borrowers on the date hereof and any prepayment of Loans to be made on the date hereof, the ratio of (x) Obligations outstanding as of the date hereof to (y) EBITDA for the 12 month period ended December 31, 2016, is not greater than 3.50:1.00;

(d) Agent shall have received payment of all fees, expenses, and other amounts due and payable on the date hereof under each Loan Document, including without limitation, all fees and expenses pertaining to this Amendment and all amounts due and payable pursuant to the Fourth Amendment Fee Letter of even date herewith among Borrowers and Agent;

(e) no Default or Event of Default shall have occurred and be continuing on the date hereof or as of the date of the effectiveness of this Amendment;

(f) Agent shall have received evidence in form satisfactory to it that the Acquisition contemplated by the RightAnswers Merger Agreement shall have been consummated on or prior to the date hereof in accordance with the RightAnswers Merger Agreement, all agreements, documents and instruments executed and/or delivered in connection therewith (collectively, with the RightAnswers Merger Agreement, the " RightAnswers Merger Documents "), and all applicable requirements of law, and no terms or conditions of the RightAnswers Merger Documents (other than any immaterial terms or conditions) shall have been waived without the consent of Agent;

6. Representations and Warranties . In order to induce Agent and Lenders to enter into this Amendment, each Borrower hereby represents and warrants to Agent and Lenders that:

(a) after giving effect to this Amendment, all representations and warranties contained in the Loan Documents to which such Borrower is a party are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of this Amendment, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of such earlier date);

(b) no Default or Event of Default has occurred and is continuing;

(c) this Amendment and the Loan Documents, as amended hereby, constitute legal, valid and binding obligations of such Borrower and are enforceable against such Borrower in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally; and

(d) as of the Fourth Amendment Closing Date, the RightAnswers Merger has been consummated (or is being consummated contemporaneously with the credit extension under the Credit Agreement on the Fourth Amendment Closing Date) in accordance with the RightAnswers Merger Documents and all applicable requirements of law, and no terms or conditions of the RightAnswers Merger Documents (other than any immaterial terms or conditions) have been waived without the consent of Agent.

7. Post-Closing Covenants .

(a) Within 10 Business Days of the date hereof (or such later date as permitted by Agent in its reasonable discretion), Borrowers shall deliver to Agent certificates of status with respect to Ultriva, LLC issued by the appropriate officer of each of (i) the State of Illinois, (ii) the State of Virginia, and (iii) the State of North Carolina, and indicating that Ultriva, LLC is in good standing in such jurisdiction and registered to do business in each such jurisdiction under its legal name.

(b) Within 30 days of the date hereof (or such later date as permitted by Agent in its reasonable discretion), Borrowers shall deliver to Agent evidence of the filing of trademark security interest releases with respect to each of (i) that certain Intellectual Property Security Agreement, dated as of October 2, 2007, by and between RightAnswers, Inc. and Silicon Valley Bank, (ii) that certain Security Agreement dated as of December 10, 1999, by and between Serviceware, Inc. (predecessor in interest to certain Trademarks being acquired in connection with the RightAnswers Merger Agreement) and PNC Bank, National Association and (iii) that certain Security Agreement dated as of November 21, 1997, by and between Serviceware, Inc. (predecessor in interest to certain Trademarks being acquired in connection with the RightAnswers Merger Agreement) and PNC Bank, National Association, in each case, in form and substance satisfactory to Agent.

(c) Within 30 days of the date hereof (or such later date as permitted by Agent in its sole discretion), Borrowers shall comply with Sections 5.11 and 5.12 of the Credit Agreement with respect to the formation of RA Acquisition Corporation I, a Delaware corporation, and the acquisition of RightAnswers, Inc., a Delaware corporation.

(d) Within 30 days of the date hereof (or such later date as permitted by Agent in its sole discretion), Borrowers shall deliver to Agent a fully executed Control Agreement from CIT Bank, N.A. with respect to each Deposit Account maintained by any Loan Party at CIT Bank, N.A., except to the extent otherwise excused by Section 7(k)(iv) of the US Guaranty and Security Agreement or the Canadian Guarantee and Security Agreement.

(e) Within 90 days of the date hereof (or such later date as permitted by Agent in its sole discretion), Borrowers shall either (i) deliver to Agent a fully executed Control Agreement from Bank of America with respect to each Deposit Account maintained by any Loan Party at Bank of America (except to the extent otherwise excused by Section 7(k)(iv) of the US Guaranty and Security Agreement or the Canadian Guarantee and Security Agreement) or (ii) close each Deposit Account maintained by any Loan Party at Bank of America; provided that, from the date hereof until the earlier of (x) the delivery of such Control Agreement and (y) the closure of such Deposit Accounts, the Loan Parties shall not permit the aggregate amount on deposit in such Deposit Accounts to exceed $250,000 at any one time.

Failure to comply with any covenant in this Section 7 shall constitute an immediate Event of Default.

8. Miscellaneous .

(a) Choice of Law and Venue; Jury Trial Waiver; Reference Provision. Without limiting the applicability of any other provision of the Credit Agreement or any other Loan Document, the terms and provisions set forth in Section 12 of the Credit Agreement are expressly incorporated herein by reference.

(b) Counterparts. This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

(c) No Novation. The parties hereto acknowledge and agree that: (i) this Amendment and any other document or instrument executed and delivered in connection herewith do not constitute and shall in no event be deemed to be a compromise, satisfaction, reinstatement, accord and satisfaction, novation, release or termination of the Obligations as in effect prior to the Fourth Amendment Closing Date, or of any the Loan Documents or any rights or obligations thereunder, or a waiver by Agent or Lenders of any of their rights under this Amendment or the other the Loan Documents, whether at law or in equity or otherwise; (ii) the Obligations are in all respects continuing with only the terms thereof being modified to the extent expressly provided in this Amendment; and (iii) the guarantees and the Liens and security interests as granted or purported to be granted under or pursuant to the Credit Agreement and the other Loan Documents securing payment of the Obligations are in all such respects continuing in full force and effect and secure the payment of the Obligations as provided therein.

9. Release .

(a) In consideration of the agreements of Agent and Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Borrower, on behalf of itself and its successors, assigns, and other legal representatives (each Borrower and all such other Persons being hereinafter referred to collectively as the " Releasors " and individually as a " Releasor "), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and Lenders, and their successors and assigns, and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, each Lender and all such other Persons being hereinafter referred to collectively as the " Releasees " and individually as a " Releasee "), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a " Claim " and collectively, " Claims ") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any Releasor may now own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, in any way related to or in connection with the Credit Agreement, or any of the other Loan Documents or transactions thereunder or related thereto.

(b) Each Borrower understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each Borrower agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

[Signature Page Follows]

IN WITNESS WHEREOF , the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

PARENT AND A US BORROWER	**UPLAND SOFTWARE, INC.,** a Delaware corporation By: Name: Title:
US BORROWERS:	**UPLAND SOFTWARE I, INC.,** a Delaware corporation By: Name: Title:
	UPLAND SOFTWARE II, INC., a Delaware corporation By: Name: Title:
	UPLAND SOFTWARE IV, INC., a Delaware corporation By: Name: Title:
	UPLAND SOFTWARE V, INC., a Delaware corporation By: Name: Title:

UPLAND SOFTWARE VI, INC.,
a New Jersey limited liability company

By:
Name:
Title:

UPLAND SOFTWARE VII, INC.,
a Delaware limited liability company

By:
Name:
Title:

UPLAND IX, LLC,
a Delaware limited liability company

By:
Name:
Title:

ULTRIVA, LLC,
a California limited liability company

By:
Name:
Title:

ADVANCED PROCESSING & IMAGING, INC.
a Florida corporation

By:
Name:
Title:

OMTOOL, LTD.,
a Delaware corporation

By:
Name:
Title:

CANADIAN BORROWER:	**UPLAND SOFTWARE INC. / LOGICIELS UPLAND INC.,** a Canadian federal corporation By: Name: Title:

WELLS FARGO BANK NATIONAL ASSOCIATION , a national banking association, as Agent, as US Agent, and as a Lender

By:
Name:
Title:

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA , and Ontario corporation, as Canadian Agent and as a Lender

By:
Name:
Title:

CIT BANK, N.A., a national banking association, as a Lender

By:
Name:
Title:

EXHIBIT A

Schedule C-1

Lender	**Canadian Revolver Commitment**	**US Revolver Commitment**	**Canadian Term Loan Commitment**	**US Term Loan Commitment**	**Delayed Draw Term Loan Commitment**
Wells Fargo Bank, National Association	$0	$6,142,857.14	$0	$43,890,625	$7,142,857.14
Wells Fargo Capital Finance Corporation Canada	$1,000,000	$0	$6,000,000	$0	$0
CIT Bank, N.A.	$0	$2,857,142.86	$0	$24,250,000	$2,857,142.86
TOTAL	$1,000,000	$9,000,000	$6,000,000	$68,140,625	$10,000,000

EXHIBIT B

Closing Checklist

[see attached]

CLOSING CHECKLIST

Wells Fargo Bank, National Association,
as Agent and US Agent

Wells Fargo Capital Finance Corporation Canada,
as Canadian Agent

Upland Software, Inc.,
Upland Software I, Inc.,
Upland Software II, LLC,
Upland Software IV, LLC,
Upland Software V, Inc.,
Upland Software VI, LLC,
Upland Software VII, LLC,
Upland IX, LLC,
Upland Software Inc.,
Ultriva, LLC,
Advanced Processing & Imaging, Inc.,
Omtool, Ltd., and
RightAnswers, Inc.

Consent under Credit Agreement, Fourth Amendment to Credit Agreement and Joinder of RightAnswers, Inc.

CLOSING DATE: April 21, 2017

I. Parties:

A. Wells Fargo Bank, National Association,
as Agent, US Agent, and as a Lender

One Boston Place, 20th Floor

Boston, Massachusetts 02108

B. Wells Fargo Capital Finance Corporation Canada,
as Canadian Agent and as a Lender
40 King Street West
Toronto, Ontario M5H 3Y2, Canada

C. Upland Software, Inc. ("Parent")
Upland Software I, Inc. ("Upland I")

Upland Software II, LLC ("Upland II")

Upland Software IV, LLC ("Upland IV")

Upland Software V, Inc. (“Upland V”)

Upland Software VI, LLC (“Upland VI”)

Upland Software VII, LLC (“Upland VII”)

Upland IX, LLC (“Upland IX”)

PowerSteering Software, Limited (“PowerSteering”)

Omtool, Ltd. (“Omtool”)

Frost Tower

401 Congress Avenue, Suite 1850

Austin, Texas 78701

Ultriva, LLC (“Ultriva”)

1601 S. De Anza Blvd. Suite 165

Cupertino, California 95014

Advanced Processing & Imaging, Inc. (“API”)

2101 W. Commercial Blvd.

Suite 1200

Fort Lauderdale, Florida 33309

D. Upland Software Inc. / Logiciels Upland Inc. (“Upland Canada”)
275 Armand-Frappier Boulevard

Laval, Quebec, Ontario H7V 4A7, Canada

Parent, Upland I, Upland II, Upland IV, Upland V, Upland VI, Upland VII, Upland IX, Omtool, Ultriva and API are collectively referred to as “US Borrowers”. Upland Canada is referred to as “Canadian Borrower”. The US Borrowers and Canadian Borrower are collectively referred to as “Borrowers”.

E. RightAnswers, Inc. (“Target”)
[UK RightAnswers Limited]

333 Thornall Street, 7th Floor

Edison, New Jersey

II. Counsel to Parties:

A. US Counsel to Agent:

Goldberg Kohn Ltd.
55 East Monroe Street, Suite 3300
Chicago, Illinois 60603

B. Canadian Counsel to Agent:

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4, Canada

C. US Counsel to Borrowers:

Pillsbury Winthrop Shaw Pittman LLP
333 Commerce Street
Nashville, TN 37201

D. Canadian Counsel to Borrowers:
Borden Ladner Gervais LLP
40 King Street West, Suite 4400
Toronto, Ontario M5H 3Y4, Canada

III. Closing Documents **[each to be executed/completed/delivered in connection with the "Effective Time" of the Agreement and Plan of Merger, except for the Consent under Credit Agreement which is to be executed in connection with the execution of the Agreement and Plan of Merger**]:

A. Loan Documents

1. Consent under Credit Agreement

2. Fourth Amendment to Credit Agreement, together with exhibits

3. Fourth Amendment Fee Letter (Borrowers)

4. Disbursement Letter, together with wire disbursement details (Borrowers)

5. Credit Amount Certificate (Administrative Borrower)

6. Closing Certificate (Administrative Borrower)

7. Solvency Certificate (Administrative Borrower)

B. Corporate Due Diligence

8. Secretary's Certificate of Parent with respect to:

Certified Amended and Restated Certificate of Incorporation
Amended and Restated Bylaws
Resolutions
Incumbency of Officers

9. Secretary's Certificate of Upland I with respect to:

Certified Amended and Restated Certificate of Incorporation
Amended and Restated Bylaws
Resolutions
Incumbency of Officers

10. Secretary's Certificate of Upland II with respect to:

Certified Certificate of Formation
Operating Agreement
Resolutions Incumbency of Officers

11. Secretary's Certificate of Upland IV with respect to:

Certified Certificate of Organization
Operating Agreement
Resolutions Incumbency of Officers

12. Secretary's Certificate of Upland V with respect to:

Certified Amended and Restated Certificate of Incorporation
Amended and Restated Bylaws

Resolutions

Incumbency of Officers

13. Secretary's Certificate of Upland VI with respect to:

Certified Amended and Restated Certificate of Formation

Amended and Restated Operating Agreement

Resolutions

Incumbency of Officers

14. Secretary's Certificate of Upland VII with respect to:

Certified Certificate of Formation

Operating Agreement

Resolutions

Incumbency of Officers

15. Secretary's Certificate of Upland IX with respect to:

Certified Certificate of Formation

Amended and Restated Operating Agreement

Resolutions

Incumbency of Officers

16. Secretary's Certificate of Ultriva with respect to:

Certified Articles of Organization

Operating Agreement

Resolutions

Incumbency of Officers

17. Secretary's Certificate of API with respect to:

Certified Amended Articles of Incorporation

Amended Bylaws

Resolutions

Incumbency of Officers

18. Secretary's Certificate of Upland Canada with respect to:

Certified Articles of Amalgamation

Bylaws

Written Consent of Sole Shareholder

Declaration of Sole Shareholder

Incumbency of Officers

19. Secretary's Certificate of Omtool with respect to:

Certified Certificate of Incorporation

Amended Bylaws

Resolutions

Incumbency of Officers

20. Certificates of good standing of Parent (Delaware, California, Colorado, Massachusetts, Missouri, Nebraska and Texas)

21. Certificates of good standing of Upland I (Delaware and Massachusetts)

22. Certificates of good standing of Upland II (Delaware, California and Texas)

23. Certificates of good standing of Upland IV (Nebraska)

24. Certificate of good standing of Upland V (Delaware)

25. Certificate of good standing of Upland VI (New Jersey)

26. Certificate of good standing of Upland VII (Delaware)

27. Certificates of good standing of Upland IX (Delaware, Washington, D.C. and New York)

28. Certificates of good standing of Ultriva (California, Colorado, Florida, Illinois, Minnesota, Texas, Virginia, Wisconsin, Missouri and North Carolina)

29. Certificates of good standing of API (Florida, Georgia, Pennsylvania and Washington)

30. Certificates of good standing of Omtool (Georgia, Massachusetts, North Carolina, New Hampshire, New York, Oregon, Florida, Washington and Delaware)

31. Certificate of status of Upland Canada (Quebec and Ontario)

C. Acquisition Documents

32. Agreement and Plan of Merger, with exhibits and schedules

33. Support Agreements

a) Emerging Growth Group LLC
b) NJTC Venture Fund, L.P.
c) Robert Finkel and Jeffrey Weinstein

D. Payoff/Release Documentation

34. UCC-3 Terminations with respect to the filings set forth on Exhibit B

35. Payoff Letters

a) Costella Kirsch
b) Square 1 Bank

36. Release of Trademark Security Interests (Silicon Valley Bank)

37. Release of Trademark Security Interests (PNC Bank, N.A. – granted by Serviceware, Inc. (prior owner))

E. Other Items

38. Summary of UCC searches conducted with respect to Target and its subsidiaries

39. Summary of US IP searches conducted with respect to Target and its subsidiaries

40. Opinions of counsel re Loan Documents

a) US Counsel to Borrowers (including with respect to the FL and CA entities)

b) Lasser Hochman, L.L.C. (New Jersey counsel to Borrowers)

c) Kutak Rock LLP (Nebraska counsel to Borrowers)

d) Borden Ladner Gervais LLP (Ontario and Quebec counsel to Borrowers)

IV. Post-Acquisition Joinder Documents:

A. Loan Documents

41. Borrower Joinder to Credit Agreement, together with schedules

42. Joinder to Intercompany Subordination Agreement (Borrowers)

43. Joinder to Amended and Restated Fee Letter

B. US Security Documents

44. Supplement to Perfection Certificate (Target)

45. Joinder to US Guaranty and Security Agreement, together with schedules thereto

46. UCC Financing Statement naming Target as debtor, as set forth on Exhibit A

47. Pledged Interests Addendum, together with stock certificate and stock power (Target)

48. **[Intellectual Property Security Agreements]**

49. **[Collateral Access Agreements]**

50. **[Deposit Account Control Agreements]**

51. Updated certificates of insurance, reflecting the addition of Target and its leased location, with respect to (i) property and casualty and business interruption insurance policies, showing Agent as certificate holder and loss payee, with lender's loss payable clause in favor of Agent, (ii) liability and other third party policies, showing Agent as certificate holder and additional insured party, (iii) collateral assignment of business interruption insurance

C. Canadian Security Documents

52. Joinder to Canadian Guarantee and Security Agreement, together with schedules thereto

53. PPSA filing naming Target as debtor, as set forth on Exhibit A, together with Post-Registration Searches

D. Corporate Due Diligence

54. Secretary's Certificate of Target with respect to:

Certified Certificate of Incorporation

Bylaws

Resolutions

Incumbency of Officers

55. Certificate(s) of good standing of Target (Delaware[, **others**])

E. Other Items

56. Opinion of US Counsel to Target (DE)

57. [**others**]

F. Post-Closing Documents

58. Post-Closing UCC Searches (US)

59. [**others**]

EXHIBIT A

UCC-1 FINANCING STATEMENTS

Debtor	**Jurisdiction**	**Date of Filing**	**Filing Number**
RightAnswers, Inc.	Secretary of State of Delaware		

PPSA/RPDRM REGISTRATIONS

Debtor	**Jurisdiction**	**Filing Number**
RightAnswers, Inc.	Ontario	

EXHIBIT B

UCC-1 FINANCING STATEMENTS TO BE TERMINATED

Secured Party	**Debtor**	**Jurisdiction**	**Date of Filing**	**Filing Number**
Square 1 Bank	Rightanswers, Inc.	Secretary of State of Delaware	06/30/14	20142581759
Costella Kirsch VI, LP	Rightanswers, Inc.	Secretary of State of Delaware	02/04/15	20150502814

Exhibit 31.1

CERTIFICATION PURSUANT TO RULES 13A-14(A) AND 15D-14(A) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, John T. McDonald, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Upland Software, 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(s) 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 controls 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(s) 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 14, 2017

/s/ John T. McDonald

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

Exhibit 31.2

CERTIFICATION PURSUANT TO RULES 13A-14(A) AND 15D-14(A) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael D. Hill, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Upland Software, 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(s) 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 controls 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(s) 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 14, 2017

/s/ Michael D. Hill

Michael D. Hill
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Upland Software, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John T. McDonald, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, 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.

Date: August 14, 2017

/s/ John T. McDonald
John T. McDonald
Chief Executive Officer

Exhibit 32.2

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Upland Software, Inc. (the “Company”) on Form 10-Q for the period ended June 30, 2017 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Michael D. Hill, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, 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.

Date: August 14, 2017

/s/ Michael D. Hill
Michael D. Hill
Chief Financial Officer