

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opocode, Inc.		11/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Chef Software Inc.
Street Address:	1008 Western Avenue
Internal Address:	Suite 600
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3827461	CHEF
Serial Number:	85906565	CODE CAN
Serial Number:	85906093	CODED BUSINESS
Registration Number:	3861597	OPSCODE

CORRESPONDENCE DATA	
Fax Number:	2066826031
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	206-622-4900
Email:	JeffG@SeedIP.com
Correspondent Name:	James J. Carter
Address Line 1:	701 Fifth Avenue
Address Line 2:	Suite 5400
Address Line 4:	Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	720160.001	TRADEMARK
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OP \$1115.00 3827461

NAME OF SUBMITTER:	James J. Carter
Signature:	/James J. Carter/
Date:	02/10/2014
<p>Total Attachments: 31</p> <p>source=720160 Change of Name#page1.tif source=720160 Change of Name#page2.tif source=720160 Change of Name#page3.tif source=720160 Change of Name#page4.tif source=720160 Change of Name#page5.tif source=720160 Change of Name#page6.tif source=720160 Change of Name#page7.tif source=720160 Change of Name#page8.tif source=720160 Change of Name#page9.tif source=720160 Change of Name#page10.tif source=720160 Change of Name#page11.tif source=720160 Change of Name#page12.tif source=720160 Change of Name#page13.tif source=720160 Change of Name#page14.tif source=720160 Change of Name#page15.tif source=720160 Change of Name#page16.tif source=720160 Change of Name#page17.tif source=720160 Change of Name#page18.tif source=720160 Change of Name#page19.tif source=720160 Change of Name#page20.tif source=720160 Change of Name#page21.tif source=720160 Change of Name#page22.tif source=720160 Change of Name#page23.tif source=720160 Change of Name#page24.tif source=720160 Change of Name#page25.tif source=720160 Change of Name#page26.tif source=720160 Change of Name#page27.tif source=720160 Change of Name#page28.tif source=720160 Change of Name#page29.tif source=720160 Change of Name#page30.tif source=720160 Change of Name#page31.tif</p>	

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "OPSCODE, INC.", CHANGING ITS NAME FROM "OPSCODE, INC." TO "CHEF SOFTWARE INC.", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 2013, AT 2:03 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4599252 8100

131346808



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0924235

DATE: 11-25-13

TRADEMARK
REEL: 005213 FRAME: 0439

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
OPSCODE, INC.**

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Opscode, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "*General Corporation Law*"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Opscode, Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on September 12, 2008.
2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, as previously amended and restated on March 15, 2012, declaring such amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation, as previously amended, be amended and restated in its entirety to read as follows:

ARTICLE I. NAME

The name of this corporation is Chef Software Inc. (the "*Corporation*").

ARTICLE II. REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III. PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law as the same exists or may hereafter be amended.

ARTICLE IV. CAPITALIZATION

The Corporation is authorized to issue two (2) classes of stock, to be designated, respectively, "**Common Stock**" and "**Preferred Stock**." The total number of shares which the Corporation is authorized to issue is 118,011,257 shares, each with a par value of \$0.0001 per share. Of such authorized shares, 75,000,000 shares shall be Common Stock and 43,011,257 shares shall be Preferred Stock.

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class and series of capital stock of the Corporation.

A. COMMON STOCK

1. General

The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein. The rights of the holders of Common Stock are expressly subject to the rights, preferences, privileges and restrictions of the holders of Preferred Stock, including any series of Preferred Stock authorized currently or in the future.

2. Voting

The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of the Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

B. PREFERRED STOCK

The relative rights, preferences, privileges and restrictions granted to or imposed upon the Preferred Stock and the holders thereof are as follows in this Article IV.B and as stated elsewhere in this Amended and Restated Certificate of Incorporation. The rights, preferences, privileges and restrictions of each authorized series of Preferred Stock are expressly subject to the rights, preferences, privileges and restrictions (whether senior, *pari passu* or otherwise, relative to the currently authorized Preferred Stock) that may be granted to or imposed on any other series of Preferred Stock that may be authorized and issued in the future in accordance with the limitations set forth in Section B.4 of this Article IV and applicable law.

Of the authorized shares of Preferred Stock, 9,743,984 shares are hereby designated as "**Series A Preferred Stock**," 13,640,153 shares are hereby designated as "**Series B Preferred Stock**," 9,427,120 shares are hereby designated as "**Series C Preferred Stock**" and 10,200,000

shares are hereby designated as "**Series D Preferred Stock**" (the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock are sometimes referred to together as the "**Designated Preferred Stock**"), each with the rights, preferences, privileges, and restrictions set forth below in this Article IV.B. Unless otherwise indicated, references to "Sections" or "Subsections" in this Article IV.B refer to sections and subsections of this Article IV.B.

1. Dividends

(a) The holders of shares of Designated Preferred Stock shall be entitled to receive, out of funds legally available therefor, for each share of Designated Preferred Stock held, cash dividends, on a pari passu basis, when, as and if declared by the Corporation's Board of Directors, at an annual rate of (i) 8% of the Series A Original Issue Price (as defined below), in the case of the Series A Preferred Stock, (ii) 8% of the Series B Original Issue Price (as defined below), in the case of the Series B Preferred Stock, (iii) 8% of the Series C Original Issue Price (as defined below), in the case of the Series C Preferred Stock, and (iv) 8% of the Series D Original Issue Price (as defined below), in the case of the Series D Preferred Stock, in each case prior and in preference to any declaration or payment of any dividend (payable other than a stock dividend on the Common Stock payable solely in the form of additional shares of Common Stock) on the Common Stock. The right to receive dividends under this Section shall not be cumulative, and no right shall accrue to holders of any shares of Designated Preferred Stock by reason of the fact that dividends on such shares are not declared or paid in any prior year.

(b) In the event the Board of Directors of the Corporation shall declare a dividend payable upon the then outstanding shares of Common Stock (other than a stock dividend on the Common Stock payable solely in the form of additional shares of Common Stock), the holders of Designated Preferred Stock shall be entitled, in addition to any dividends to which such holders may be entitled under Section 1(a) above, to receive the amount of dividends per share of Designated Preferred Stock that would be payable on the number of whole shares of Common Stock into which each such share of Designated Preferred Stock could be converted pursuant to the provisions of Section 4 below, such number to be determined as of the record date for the determination of holders of Common Stock entitled to receive such dividend.

2. Liquidation

2.1 Payments to Holders of Designated Preferred Stock

In the event of any Liquidation (as defined below), the holders of shares of Designated Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, on a pari passu basis, before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, (a) an amount per share of Series A Preferred Stock equal to \$0.2617 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock) (the "**Series A Original Issue Price**"), (b) an amount per share of Series B Preferred Stock equal to \$0.825 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or

other similar recapitalization with respect to the Series B Preferred Stock) (the "**Series B Original Issue Price**"), (c) an amount per share of Series C Preferred Stock equal to \$2.0685 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock) (the "**Series C Original Issue Price**"), and (d) an amount per share of Series D Preferred Stock equal to \$3.1541 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series D Preferred Stock) (the "**Series D Original Issue Price**"), in each case plus any dividends declared but unpaid on such shares. If upon any such Liquidation the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Designated Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably, on a pari passu basis, among the holders of the Designated Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive hereunder.

2.2 Payments to Holders of Capital Stock

In the event of any Liquidation, after the payment of all preferential amounts required to be paid to the holders of shares of Designated Preferred Stock pursuant to Section 2.1 of Article IV.B have been paid in full, the remaining assets of the Corporation available for distribution to its stockholders, if any, shall be distributed among the holders of shares of Common Stock and the holders of shares of Designated Preferred Stock on a pro rata basis (based on the number of shares of Common Stock held by each such holder and the number of shares of Common Stock that would be issued to such holder upon full conversion of the Designated Preferred Stock held by such holder).

2.3 Liquidation Events

2.3.1 Definitions

For purposes of this Amended and Restated Certificate of Incorporation, the term "**Liquidation**" shall mean any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, or any Deemed Liquidation (as defined below). Each of the following events shall be considered a "**Deemed Liquidation**" unless the holders of at least a majority of the outstanding shares of Designated Preferred Stock, voting together as a single class on an as converted to Common Stock basis, elect otherwise by written notice sent to the Corporation at least ten (10) days prior to the effective date of any such transaction:

(a) a merger, consolidation or reorganization involving the Corporation in which the shares of capital stock of the Corporation outstanding immediately prior to such merger, consolidation or reorganization (or the shares of capital stock into which such shares are converted or for which such shares are exchanged in connection with such merger, consolidation or reorganization) do not represent immediately following such merger, consolidation or reorganization at least a majority of the outstanding equity interests and a majority of the voting power of (1) the surviving or resulting entity or (2) the parent entity of a surviving or resulting entity, if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such merger or consolidation; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

2.3.2 Valuation of Consideration

In the event of a Deemed Liquidation, if the consideration received by the Corporation is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

- (a) Securities not subject to investment letter or other similar restrictions on free marketability:
- (i) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30) day period ending three (3) days prior to the closing;
 - (ii) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sales prices (whichever is applicable) of such securities over the thirty (30) day period ending three (3) days prior to the closing; and
 - (iii) If there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors, including the approval of a majority of the Preferred Directors (as such term is defined below).
- (b) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as specified above in Section 2.3.2(a) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors, including the approval of a majority of the Preferred Directors.

2.3.3 Notice of Liquidation Transaction

The Corporation shall give each holder of record of Designated Preferred Stock written notice of any impending Liquidation not later than twenty (20) days prior to the stockholders' meeting called to approve such Liquidation, or twenty (20) days prior to the closing of such Liquidation, whichever is earlier, and shall also notify such holders in writing of the final approval of such Liquidation. The first of such notices shall describe the material terms and conditions of the impending Liquidation and the provisions of this Section 2, and the Corporation shall thereafter give such holders prompt notice of any material changes. The Liquidation shall in no event take place sooner than twenty (20) days after the Corporation has given the first notice provided for herein or sooner than ten (10) days after the Corporation has

given notice of any material changes provided for herein. Notwithstanding the other provisions of this Amended and Restated Certificate of Incorporation, all notice periods or requirements in this Amended and Restated Certificate of Incorporation may be shortened or waived, either before or after the action for which notice is required, upon the written consent of the holders of at least a majority of the outstanding shares of Designated Preferred Stock, voting together as a single class on an as converted to Common Stock basis.

2.3.4 Effect of Noncompliance

In the event the requirements of this Section 2.3 are not complied with, the Corporation shall forthwith either cause the closing of the Liquidation to be postponed until the requirements of this Section 2.3 have been complied with, or cancel such Liquidation, in which event the rights, preferences, privileges and restrictions of the holders of Designated Preferred Stock shall revert to and be the same as such rights, preferences, privileges and restrictions existing immediately prior to the date of the first notice referred to in Section 2.3.3.

2.4 Deferred Payments

In the event that any portion of the consideration payable to the stockholders of the Corporation in connection with a Liquidation is placed into escrow and/or is payable to the stockholders of the Corporation subject to contingencies, (x) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2.1 and 2.2 as if the Initial Consideration were the only consideration payable in connection with such Liquidation and (y) any additional consideration that becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2.1 and 2.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

3. Voting

3.1 General

On any matter presented to the stockholders of the Corporation for their action or approval at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of a meeting), each holder of outstanding shares of Designated Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Designated Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter after aggregating all fractional shares held by such holder. Except as provided by law or by the other provisions of the Amended and Restated Certificate of Incorporation, holders of Designated Preferred Stock shall vote together with the holders of Common Stock as a single class.

3.2 Election of Directors

The holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect one director of the Corporation (the "**Series A Director**"); the holders of record of shares of Series B Preferred Stock, exclusively and as a separate class, shall be entitled to elect one director of the Corporation (the "**Series B Director**"); the holders of record of shares of Series C Preferred Stock, exclusively and as a separate class, shall be entitled to elect one director of the Corporation (the "**Series C Director**"); the holders of record of shares of Series D Preferred Stock, exclusively and as a separate class, shall be entitled to elect one director of the Corporation (the "**Series D Director**" and, together with the Series A Director, the Series B Director and the Series C Director, the "**Preferred Directors**"); and the holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect two directors of the Corporation (the "**Common Directors**"). Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first sentence of this Subsection 3.2, then any directorship not so filled shall remain vacant until such time as the holders of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Common Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by the stockholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. The holders of record of the shares of Common Stock and of any other class or series of voting stock (including the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock), voting together as a single class on an as converted to Common Stock basis, shall be entitled to elect the balance of the total number of authorized directors of the Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Subsection 3.2, a vacancy that arises after the Series D Original Issue Date in any directorship elected by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 3.2. The rights of the holders of Series A Preferred Stock under the first sentence of this Subsection 3.2 shall terminate at such time as there are fewer than 1,000,000 shares of Series A Preferred Stock outstanding (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or similar recapitalization with respect to such series). The rights of the holders of Series B Preferred Stock under the first sentence of this Subsection 3.2 shall terminate at such time as there are fewer than 1,000,000 shares of Series B Preferred Stock outstanding (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or similar recapitalization with respect to such series). The rights of the holders of Series C Preferred Stock under the first sentence of this Subsection 3.2 shall terminate at such time as there are fewer than 1,000,000 shares of Series C Preferred Stock

outstanding (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or similar recapitalization with respect to such series). The rights of the holders of Series D Preferred Stock under the first sentence of this Subsection 3.2 shall terminate at such time as there are fewer than 1,000,000 shares of Series D Preferred Stock outstanding (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or similar recapitalization with respect to such series).

3.3 Designated Preferred Stock Protective Covenants

So long as at least 3,300,000 shares of Designated Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Designated Preferred Stock) remain outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Designated Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) as a single class on an as converted to Common Stock basis:

(a) amend or waive any provision of the Corporation's Amended and Restated Certificate of Incorporation or Bylaws in a manner that would alter or change the rights, preferences or privileges of any series of Designated Preferred Stock;

(b) create or authorize the creation of, or issue or obligate itself to issue shares of, any equity security (or any other security convertible into or exercisable for any equity security) having rights, preferences or privileges senior to or on parity with any series of Designated Preferred Stock;

(c) increase or decrease the authorized number of shares of Preferred Stock or Common Stock;

(d) redeem, repurchase or otherwise acquire any outstanding shares of Common Stock (other than (i) pursuant to equity incentive agreements with service providers giving the Corporation the right to repurchase of shares upon termination of services, (ii) pursuant to the exercise of any right of first refusal approved by the Board of Directors including the approval of a majority of the Preferred Directors, or (iii) a repurchase of up to 1,515,151 shares of Common Stock from one or more of the Company's common stockholders within 60 days following the Series D Original Issue Date if approved by the Board of Directors including a majority of the Preferred Directors (the "**2013 Common Stock Repurchase**"));

(e) authorize or effect any merger, consolidation or transaction constituting a Liquidation or a Deemed Liquidation;

(f) increase or decrease the authorized number of directors constituting the Board of Directors, unless approved by the Board of Directors including the approval of a majority of the Preferred Directors;

(g) declare or pay any dividends or make any other distributions with respect to any shares of Common Stock or Preferred Stock (excluding payment of the repurchase price for shares of Common Stock in connection with the 2013 Common Stock Repurchase), unless approved by the Board of Directors including the approval of a majority of the Preferred Directors; or

(h) issue or incur any indebtedness for borrowed money in an amount greater than \$100,000, unless approved by the Board of Directors including the approval of a majority of the Preferred Directors.

3.4 Series A Preferred Stock Protective Covenants

So long as at least 10% of the authorized shares of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock) remain outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class:

(a) amend, alter or repeal any provision of the Corporation's Amended and Restated Certificate of Incorporation or Bylaws in a manner that both (i) is adverse to the Series A Preferred Stock and (ii) treats the rights, preferences and privileges of the Series A Preferred Stock in a manner that is different from the treatment of the rights, preferences and privileges of the Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock;

(b) increase the authorized number of shares of Series A Preferred Stock;

(c) reclassify, alter or amend any existing security that is junior to or on parity with the Series A Preferred Stock, if such reclassification, alteration or amendment would render such other security senior to or on parity with the Series A Preferred Stock; or

(d) amend any provision of the Corporation's Amended and Restated Certificate of Incorporation or Bylaws that (i) requires the Corporation to obtain the approval of holders of the Corporation's Series A Preferred Stock, voting as a separate class, or the approval of the Series A Director in connection with any action, or (ii) prohibits the Corporation from taking an action without the approval of holders of the Corporation's Series A Preferred Stock, voting as a separate class, or the approval of the Series A Director, including, without limitation, any amendment to this Section 3.4 or to Sections 4.4.1(d)(x) or 7 in this Amended and Restated Certificate of Incorporation or Section 11.1 in the Corporation's Bylaws).

3.5 Series B Preferred Stock Protective Covenants

So long as at least 10% of the authorized shares of Series B Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock) remain outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation) the written consent or affirmative vote of the holders of at least 60% of the then outstanding shares of Series B Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class:

(a) amend, alter or repeal any provision of the Corporation's Amended and Restated Certificate of Incorporation or Bylaws in a manner that both (i) is adverse to the Series B Preferred Stock and (ii) treats the rights, preferences and privileges of the Series B Preferred Stock in a manner that is different from the treatment of the rights, preferences and privileges of the Series A Preferred Stock, Series C Preferred Stock and Series D Preferred Stock;

(b) increase the authorized number of shares of Series B Preferred Stock;

(c) reclassify, alter or amend any existing security that is junior to or on parity with the Series B Preferred Stock, if such reclassification, alteration or amendment would render such other security senior to or on parity with the Series B Preferred Stock; or

(d) amend any provision of the Corporation's Amended and Restated Certificate of Incorporation or Bylaws that (i) requires the Corporation to obtain the approval of holders of the Corporation's Series B Preferred Stock, voting as a separate class, or the approval of the Series B Director in connection with any action, or (ii) prohibits the Corporation from taking an action without the approval of holders of the Corporation's Series B Preferred Stock, voting as a separate class, or the approval of the Series B Director, including, without limitation, any amendment to this Section 3.5 or to Sections 4.4.1(d)(x) or 7 in this Amended and Restated Certificate of Incorporation or Section 11.1 in the Corporation's Bylaws).

3.6 Series C Preferred Stock Protective Covenants

So long as at least 10% of the authorized shares of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock) remain outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series C Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class:

(a) amend, alter or repeal any provision of the Corporation's Amended and Restated Certificate of Incorporation or Bylaws in a manner that both (i) is adverse to the Series C Preferred Stock and (ii) treats the rights, preferences and privileges of the Series C

Preferred Stock in a manner that is different from the treatment of the rights, preferences and privileges of the Series A Preferred Stock, Series B Preferred Stock and Series D Preferred Stock;

(b) increase the authorized number of shares of Series C Preferred Stock;

(c) reclassify, alter or amend any existing security that is junior to or on parity with the Series C Preferred Stock, if such reclassification, alteration or amendment would render such other security senior to or on parity with the Series C Preferred Stock;

(d) at any time prior to March 15, 2014, effect any Deemed Liquidation that provides for Initial Consideration proceeds to be distributed to the Corporation's stockholders in an amount less than \$250,000,000, or enter into any agreement with respect to such transaction (including the grant of any option, right of first refusal, right of first negotiation or other right to acquire the Corporation (whether pursuant to any merger, consolidation or other transaction constituting a Liquidation or Deemed Liquidation)); or

(e) amend any provision of the Corporation's Amended and Restated Certificate of Incorporation or Bylaws that (i) requires the Corporation to obtain the approval of holders of the Corporation's Series C Preferred Stock, voting as a separate class, or the approval of the Series C Director in connection with any action, or (ii) prohibits the Corporation from taking an action without the approval of holders of the Corporation's Series C Preferred Stock, voting as a separate class, or the approval of the Series C Director, including, without limitation, any amendment to this Section 3.6 or to Section 4.4.1(d)(x), Section 5.1 (if such amendment is made at any time prior to March 15, 2014) or Section 7 in this Amended and Restated Certificate of Incorporation or Section 11.1 in the Corporation's Bylaws).

3.7 Series D Preferred Stock Protective Covenants

So long as at least 10% of the authorized shares of Series D Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series D Preferred Stock) remain outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series D Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class:

(a) amend, alter or repeal any provision of the Corporation's Amended and Restated Certificate of Incorporation or Bylaws in a manner that both (i) is adverse to the Series D Preferred Stock and (ii) treats the rights, preferences and privileges of the Series D Preferred Stock in a manner that is different from the treatment of the rights, preferences and privileges of the Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock;

(b) amend, alter or repeal Section 2.1 or Section 2.2 in this Amended and Restated Certificate of Incorporation in a manner that reduces the amounts required to be paid to holders of Series D Preferred Stock in the event of any Liquidation;

(c) increase the authorized number of shares of Series D Preferred Stock;

(d) reclassify, alter or amend any existing security that is junior to or on parity with the Series D Preferred Stock, if such reclassification, alteration or amendment would render such other security senior to or on parity with the Series D Preferred Stock; or

(e) amend any provision of the Corporation's Amended and Restated Certificate of Incorporation or Bylaws that (i) requires the Corporation to obtain the approval of holders of the Corporation's Series D Preferred Stock, voting as a separate class, or the approval of the Series D Director in connection with any action, or (ii) prohibits the Corporation from taking an action without the approval of holders of the Corporation's Series D Preferred Stock, voting as a separate class, or the approval of the Series D Director, including, without limitation, any amendment to this Section 3.7 or to Section 4.4.1(d)(x), Section 5.1 (if such amendment is made at any time prior to March 15, 2015) or Section 7 in this Amended and Restated Certificate of Incorporation or Section 11.1 in the Corporation's Bylaws).

4. Optional Conversion

The holders of the Designated Preferred Stock shall have conversion rights as follows (the "*Conversion Rights*"):

4.1 Right to Convert

4.1.1 Conversion Ratio

Each share of Designated Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing (a) in the case of the Series A Preferred Stock, the Series A Original Issue Price by the Series A Conversion Price (as defined below) in effect at the time of conversion, (b) in the case of the Series B Preferred Stock, the Series B Original Issue Price by the Series B Conversion Price (as defined below) in effect at the time of conversion, (c) in the case of the Series C Preferred Stock, the Series C Original Issue Price by the Series C Conversion Price (as defined below) in effect at the time of conversion, and (d) in the case of the Series D Preferred Stock, the Series D Original Issue Price by the Series D Conversion Price (as defined below) in effect at the time of conversion. The "*Series A Conversion Price*" shall initially be equal to the Series A Original Issue Price, the "*Series B Conversion Price*" shall initially be equal to the Series B Original Issue Price, the "*Series C Conversion Price*" shall initially be equal to the Series C Original Issue Price, and the "*Series D Conversion Price*" shall initially be equal to the Series D Original Issue Price. Such Series A Conversion Price, Series B Conversion Price, Series C Conversion Price and Series D Conversion Price (as applicable, the "*Applicable Conversion Price*"), and the rate at which shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series

D Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

4.1.2 Termination of Conversion Rights

In the event of a Redemption Notice (as defined below) of any shares of Designated Preferred Stock pursuant to Section 6, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the Redemption Date (as defined below), unless the Redemption Price (as defined below) is not fully paid on the Redemption Date, in which case the Conversion Rights for such shares shall continue until such price is paid in full.

4.2 Fractional Shares

No fractional shares of Common Stock shall be issued upon conversion of the Designated Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation, including the approval of a majority of the Preferred Directors. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Designated Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion

4.3.1 Notice of Conversion

In order for a holder of Designated Preferred Stock to voluntarily convert shares of Designated Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Designated Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Designated Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Designated Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice (or in the case of conversion subject to contingencies, the occurrence of the event on which such conversion is

contingent, if any) shall be the time of conversion (the "*Conversion Time*"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (i) issue and deliver to such holder of Designated Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Designated Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion, and (iii) pay any declared but unpaid dividends on the shares of Designated Preferred Stock being converted.

4.3.2 Reservation of Shares

The Corporation shall at all times when the Designated Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Designated Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Designated Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Designated Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes.

4.3.3 Effect of Conversion

All shares of Designated Preferred Stock that shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Designated Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Designated Preferred Stock accordingly.

4.3.4 No Further Adjustment

Upon any such conversion of Designated Preferred Stock, no adjustment to the Applicable Conversion Price shall be made for any declared but unpaid dividends on the Designated Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.4 Adjustments to Conversion Prices for Diluting Issuances

4.4.1 Special Definitions

For purposes of this Article IV, the following definitions shall apply:

- (a) "*Option*" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.
- (b) "*Series D Original Issue Date*" shall mean the date on which shares of Series D Preferred Stock were first issued.
- (c) "*Convertible Securities*" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.
- (d) "*Additional Shares of Common Stock*" shall mean all shares of Common Stock issued (or, pursuant to Subsection 4.4.2 below, deemed to be issued) by the Corporation after the Series D Original Issue Date, other than the following (the securities described below, the "*Exempted Securities*"):
 - (i) shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on any series of Designated Preferred Stock in compliance with the provisions of Subsection 1;
 - (ii) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Subsection 4.5, 4.6, 4.7 or 4.8;
 - (iii) shares of Common Stock, Options or Convertible Securities issued (A) pursuant to the Corporation's 2008 Equity Incentive Plan (as amended through the Series D Original Issue Date and including any amendments thereto adopted after the Series D Original Issue Date by the Board of Directors including the approval of a majority of the Preferred Directors) or (B) to employees, officers, directors, consultants or other services providers of the Corporation pursuant to any plan, agreement or arrangement that is approved by the Board of Directors including the approval of a majority of the Preferred Directors;
 - (iv) shares of Common Stock issued upon the exercise of Options, or upon the conversion of Convertible Securities, that are outstanding as of the Series D Original Issue Date;
 - (v) shares of Common Stock issued upon the conversion of Designated Preferred Stock;
 - (vi) shares of Common Stock, Options or Convertible Securities issued in a Qualified IPO;

(vii) shares of Common Stock, Options or Convertible Securities issued to banks, non-bank institutional lenders, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing, real property leasing transaction or other credit arrangement or commercial transaction, provided such transaction is not primarily for equity financing purposes and is approved by the Board of Directors of the Corporation including the approval of a majority of the Preferred Directors;

(viii) shares of Common Stock, Options or Convertible Securities issued in connection with bona fide acquisitions of other businesses by the Corporation that are approved by the Board of Directors of the Corporation including the approval of a majority of the Preferred Directors;

(ix) shares of Common Stock, Options or Convertible Securities issued in connection with commercial transactions, intellectual property licensing transactions, or strategic partnerships, relationships or other arrangements, provided such transactions are entered into not primarily for equity financing purposes and are approved by the Board of Directors of the Corporation including the approval of a majority of the Preferred Directors; and

(x) shares of Common Stock, Options or Convertible Securities issued in any other transaction consented to in writing by (A) the holders of at least a majority of the then outstanding shares of Series A Preferred Stock, if such issuance would otherwise result in an adjustment to the Series A Conversion Price, (B) the holders of at least 60% of the then outstanding shares of Series B Preferred Stock, if such issuance would otherwise result in an adjustment to the Series B Conversion Price, (C) the holders of at least a majority of the then outstanding shares of Series C Preferred Stock, if such issuance would otherwise result in an adjustment to the Series C Conversion Price, and (D) the holders of at least a majority of the then outstanding shares of Series D Preferred Stock, if such issuance would otherwise result in an adjustment to the Series D Conversion Price.

4.4.2 Deemed Issuance of Additional Shares of Common Stock

(a) If the Corporation at any time or from time to time after the Series D Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Series A Conversion Price, Series B

Conversion Price, Series C Conversion Price or Series D Conversion Price pursuant to the terms of Subsection 4.4.3, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Applicable Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Applicable Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the Applicable Conversion Price to an amount which exceeds the lower of (i) the Applicable Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, and (ii) the Applicable Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price or Series D Conversion Price pursuant to the terms of Subsection 4.4.3 (either because the consideration per share (determined pursuant to Subsection 4.4.4) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Applicable Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series D Original Issue Date), are revised after the Series D Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 4.4.2(a)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price or Series D Conversion Price pursuant to the terms of Subsection 4.4.3, the Applicable Conversion Price shall be readjusted to such Applicable Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events or is subsequently adjusted other than pursuant to its terms, any adjustment to the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price or Series D Conversion Price provided for in this Subsection 4.4.2 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Subsection 4.4.2). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price or Series D Conversion Price that would result under the terms of this Subsection 4.4.2 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Applicable Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

4.4.3 Adjustment of Conversion Prices upon Issuance of Additional Shares of Common Stock

In the event the Corporation shall at any time after the Series D Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.2), without consideration or for a consideration per share less than the Applicable Conversion Price in effect immediately prior to such issue, then and in each such case the Applicable Conversion Price shall be reduced, concurrently with such issuance, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * ((A + B) \div (A + C)).$$

For purposes of the foregoing formula, the following definitions shall apply:

(a) " CP_2 " shall mean the Applicable Conversion Price in effect immediately after such issue of Additional Shares of Common Stock;

(b) " CP_1 " shall mean the Applicable Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;

(c) " A " shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible

Securities (including the Designated Preferred Stock, using CP_1 as the conversion price for this purpose) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(d) "**B**" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP_1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP_1); and

(e) "**C**" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

4.4.4 Determination of Consideration

For purposes of this Subsection 4.4, the consideration received by the Corporation for the issuance of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property

Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation (including the approval of a majority of the Preferred Directors); and

(iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors of the Corporation (including the approval of a majority of the Preferred Directors).

(b) Options and Convertible Securities

The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 4.4.2, relating to Options and Convertible Securities, shall be determined by dividing

(i) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or

exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the subsequent conversion or exchange of such Convertible Securities, by

(ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the subsequent conversion or exchange of such Convertible Securities.

4.4.5 Multiple Closing Dates

In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are part of one transaction or a series of related transactions and that would result in an adjustment to the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price or Series D Conversion Price pursuant to the terms of Subsection 4.4.3, then, upon the final such issuance, the Applicable Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

4.5 Adjustment for Stock Splits and Combinations

If the Corporation shall at any time or from time to time after the Series D Original Issue Date effect a subdivision of the outstanding Common Stock, the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price or Series D Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, respectively, shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series D Original Issue Date combine the outstanding shares of Common Stock, the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price and Series D Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, respectively, shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions

In the event the Corporation at any time or from time to time after the Series D Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common

Stock in additional shares of Common Stock, then and in each such event the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price and Series D Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price and Series D Conversion Price then in effect by a fraction:

(a) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(b) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (x) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price and Series D Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price and Series D Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (y) no such adjustment shall be made if the holders of Series A Preferred Stock, the holders of Series B Preferred Stock, the holders of Series C Preferred Stock and the holders of Series D Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions

In the event the Corporation at any time or from time to time after the Series D Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of Designated Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Designated Preferred Stock had been converted into Common Stock immediately prior to such event.

4.8 Adjustment for Merger or Reorganization

Subject to the provisions of Subsection 2.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Designated Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 4.4, 4.6 or 4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Designated Preferred Stock shall thereafter be convertible, in lieu of the Common Stock into which it was convertible prior to such event, into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Designated Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Designated Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price and Series D Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Designated Preferred Stock.

4.9 Certificate as to Adjustments

Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price or Series D Conversion Price pursuant to this Section 4, the Corporation, at its expense, shall as promptly as reasonably practicable compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock, as applicable, a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price or Series D Conversion Price, as applicable, at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock, as applicable.

4.10 Notice of Record Date

In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Designated

Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Liquidation (including without limitation any Deemed Liquidation);

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Designated Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, or Liquidation is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Designated Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, or Liquidation, and the amount per share and character of such exchange applicable to the Designated Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice, provided that the requirement for any such notice may be waived by the holders of at least a majority of the then outstanding shares of Designated Preferred Stock, voting together as a single class on an as converted to Common Stock basis.

5. Mandatory Conversion

5.1 Trigger Events

Upon either (a) the closing of the initial public offering of shares of Common Stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, (1) in which the aggregate gross proceeds to the Corporation are at least \$60,000,000 and (2) if the closing of such offering occurs prior to March 15, 2015, the per share offering price of which implies a valuation of the Corporation's shares outstanding prior to the offering (including outstanding options, warrants and other rights to acquire shares) of at least \$250,000,000 (a "*Qualified IPO*") or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the holders of at least a majority of the then outstanding shares of Designated Preferred Stock voting together as a single class on an as converted to Common Stock basis (which must include the holders of at least a majority of the then outstanding shares of Series C Preferred Stock and the holders of at least a majority of the then outstanding shares of Series D Preferred Stock) (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "*Mandatory Conversion Time*"), (i) all outstanding shares of Designated Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective Applicable Conversion Price for each series, and (ii) such shares may not be reissued by the Corporation.

5.2 Procedural Requirements

All holders of record of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and/or Series D Preferred Stock, as applicable, shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Designated Preferred Stock as are then being mandatorily converted pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of the applicable series of Designated Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Designated Preferred Stock converted pursuant to Section 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 5.2. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Designated Preferred Stock so converted, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Designated Preferred Stock converted. Such converted Designated Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Designated Preferred Stock (and the applicable series) accordingly.

6. Redemption

6.1 Redemption Request; Redemption Price

(a) If the holders of at least a majority of the then outstanding shares of Designated Preferred Stock ("**Redeeming Holders**"), considered on an as converted to Common Stock basis, provide written notice ("**Redemption Request**") to the Corporation, at any time on or after the fifth anniversary of the Series D Original Issue Date, requesting redemption of all then outstanding shares of Designated Preferred Stock pursuant to this Section 6.1, then all such shares of Designated Preferred Stock (excluding Excluded Shares (as defined below), the "**Redemption Shares**") shall be redeemed by the Corporation, out of funds lawfully available therefor, at a price per share (as determined below, the "**Redemption Price**") equal to the greater

of (A) (i) with respect to Series A Preferred Stock, the Series A Original Issue Price plus all declared but unpaid dividends, (ii) with respect to the Series B Preferred Stock, the Series B Original Issue Price plus all declared but unpaid dividends, (iii) with respect to the Series C Preferred Stock, the Series C Original Issue Price plus all declared but unpaid dividends, or (iv) with respect to the Series D Preferred Stock, the Series D Original Issue Price plus all declared but unpaid dividends, and (B) (i) with respect to the Series A Preferred Stock, the Fair Market Value (as defined below) of the Series A Preferred Stock determined as provided in this Section 6.1, (ii) with respect to the Series B Preferred Stock, the Fair Market Value of the Series B Preferred Stock determined as provided in this Section 6.1, (iii) with respect to the Series C Preferred Stock, the Fair Market Value of the Series C Preferred Stock determined as provided in this Section 6.1, and (iv) with respect to the Series D Preferred Stock, the Fair Market Value of the Series D Preferred Stock determined as provided in this Section 6.1. The "**Fair Market Value**" of a share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock shall mean the amount that would be payable in exchange for such share in a Deemed Liquidation transaction with an unrelated third party, as determined by a reputable investment banking firm selected by the Board of Directors, including a majority of the Preferred Directors, and not reasonably objected to by the Redeeming Holders within 10 days after written notice of such selection. The Corporation shall engage such firm within 45 days after the Corporation's receipt of the Redemption Request, and such firm shall be instructed to determine such Fair Market Value within 45 days after such engagement.

(b) The Redemption Price shall be paid in two annual installments commencing no later than 180 days after the earlier of (i) the date on which the Fair Market Value of the Redemption Shares has been determined, as provided in the foregoing paragraph, or (ii) 90 days after receipt by the Corporation of the Redemption Request.

(c) The date of each redemption installment payment shall be referred to as a "**Redemption Date**." On each Redemption Date, the Corporation shall redeem, on a pro rata and pari passu basis in accordance with the number and series of Redemption Shares owned by each holder, that number of outstanding Redemption Shares determined by dividing (i) the total number of Redemption Shares outstanding immediately prior to such Redemption Date by (ii) the number of remaining Redemption Dates (including the Redemption Date to which such calculation applies); provided, however, that if the Corporation does not have sufficient funds legally available to redeem on any Redemption Date all Redemption Shares to be redeemed on such Redemption Date, the Corporation shall redeem such Redemption Shares ratably, on a pari passu basis, among the holders of the Designated Preferred Stock in proportion to the amount each such holder is otherwise entitled to receive hereunder in connection with the full redemption of all Redemption Shares to be redeemed on such Redemption Date, and shall redeem the remaining Redemption Shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. In the event that the Corporation fails to redeem in full all Redemption Shares to be redeemed on a given Redemption date, then from such Redemption Date until such time that all Redemption Shares to be redeemed on such Redemption Date are actually redeemed by the Corporation (the "**Cure Date**"), the number of members of the Board of Directors shall be increased such that the holders of Designated Preferred Stock shall have the right to elect a majority of the Board of Directors. Each additional member of the Board of Directors that the holders of Designated Preferred Stock have the right to elect pursuant to the preceding sentence shall be nominated and elected by the holders of a

majority of the Designated Preferred Stock, voting together as a single class on an as-converted to Common Stock basis. Upon the Cure Date, the additional Directors elected pursuant to the foregoing sentence shall be deemed automatically removed from the Board of Directors, without the need for any vote or other action by the stockholders who elected such Directors, and the size of the Board of Directors shall be deemed to be reduced to the size that prevailed prior to the application of the foregoing sentence.

6.2 Redemption Notice

The Corporation shall send written notice of the redemption (the "*Redemption Notice*") to each holder of record of Designated Preferred Stock not less than 40 days prior to each Redemption Date. Each Redemption Notice shall state:

(a) the number and series of shares of Designated Preferred Stock held by the holder that the Corporation is obligated to redeem on the Redemption Date specified in the Redemption Notice;

(b) the Redemption Date and the Redemption Price for each series of Designated Preferred Stock, provided that if the Redemption Price has not yet been determined as of the date of the Redemption Notice because the Fair Market Value has yet to be established in accordance with Subsection 6.1, the holders of Designated Preferred Stock shall be notified of the Redemption Price in writing within 10 days after the determination thereof and in no event less than 10 days prior to the Redemption Date;

(c) the date upon which the holder's right to convert such shares into Common Stock terminates (as determined in accordance with Subsection 4.1); and

(d) that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Designated Preferred Stock to be redeemed.

If the Corporation receives, on or prior to the later of the 20th day after the date of delivery of the Redemption Notice to a holder of Designated Preferred Stock or the 7th day after such holder is notified of the Redemption Price pursuant to paragraph (b) above, written notice from such holder that such holder elects to be excluded from the redemption provided in this Section 6, then the shares of Designated Preferred Stock registered on the books of the Corporation in the name of such holder at the time of the Corporation's receipt of such notice shall be deemed "*Excluded Shares*" and shall not be considered Redemption Shares. Notwithstanding any other provision of this Section 6, Excluded Shares shall not be redeemed or redeemable pursuant to this Section 6, whether on such Redemption Date or otherwise.

6.3 Surrender of Certificates; Payment

On or before the applicable Redemption Date, each holder of Redemption Shares to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 4, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the

Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Designated Preferred Stock represented by a certificate are redeemed, a new certificate representing the unredeemed shares of Designated Preferred Stock shall promptly be issued to such holder.

6.4 Rights Subsequent to Redemption

If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the Redemption Price payable upon redemption of the Redemption Shares to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the certificates evidencing any of the Redemption Shares so called for redemption shall not have been surrendered all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of their certificate or certificates therefor.

7. Waiver

Any of the rights, powers, preferences and other terms of the Series A Preferred Stock set forth herein may be waived on behalf of all holders of and with respect to shares of Series A Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Series A Preferred Stock then outstanding. Any of the rights, powers, preference and other terms of the Series B Preferred Stock set forth herein may be waived on behalf of all holders of and with respect to shares of Series B Preferred Stock by the affirmative written consent or vote of the holders of at least 60% of the shares of Series B Preferred Stock then outstanding. Any of the rights, powers, preferences and others terms of the Series C Preferred Stock set forth herein may be waived on behalf of all holders of and with respect to shares of Series C Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Series C Preferred Stock then outstanding. Any of the rights, powers, preferences and others terms of the Series D Preferred Stock set forth herein may be waived on behalf of all holders of and with respect to shares of Series D Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Series D Preferred Stock then outstanding.

8. Notices

Any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Designated Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, and shall be deemed sent upon such mailing.

ARTICLE V. LIMITATION OF DIRECTOR LIABILITY

To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article V to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended. The Corporation's indemnity obligations set forth in this Amended and Restated Certificate of Incorporation are primary and senior to any other indemnification obligations of any third party owed to any of the Corporation's officers and directors.

Any repeal or modification of the foregoing provisions of this Article V by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE VI. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

ARTICLE VII. DURATION

The Corporation is to have perpetual existence.

ARTICLE VIII. BYLAWS

Subject to any additional vote required by the Amended and Restated Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

ARTICLE IX. DIRECTORS

Subject to any additional vote required by the Amended and Restated Certificate of Incorporation, the number of authorized directors constituting the Board of Directors shall be

determined in the manner set forth in the Bylaws of the Corporation. Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Corporation.

ARTICLE X. STOCKHOLDER ACTION

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. Advance notice of new business and stockholder nominations for the election of Directors shall be provided in the manner and to the extent provided in the Bylaws of the Corporation. Any action required by the General Corporation Law of Delaware to be taken at any annual or special meeting of stockholders of a corporation, or any action that may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, however, that an action by written consent to elect directors, unless such action is unanimous, may be in lieu of holding of an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

ARTICLE XI. CERTAIN OPPORTUNITIES

The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "*Excluded Opportunity*" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries or (ii) any holder of Designated Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (each a "*Covered Person*"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, such Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

ARTICLE XII. BOOKS AND RECORDS

The books of the Corporation may be kept (subject to any statutory provision) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

* * *

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this Corporation in accordance with Section 228 of the General Corporation Law.

4. That this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this Corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this Corporation as of November 25, 2013.

OPSCODE, INC.

By /S/ BARRY CRIST

Name: Barry Crist

Title: President and Chief Executive Officer