

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RiskMatch, LLC		07/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RiskMatch, Inc.		
Street Address:	4 Greenwich Office Park, 1st Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4556656	RISKMATCH	
Registration Number:	4591875	RISKMATCH	
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415.954.0200		
Email:	trademark@squirepb.com		
Correspondent Name:	Allyson M. Madrid		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	275 Battery Street, Suite 2600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	118159.00007		
NAME OF SUBMITTER:	Allyson M. Madrid		
SIGNATURE:	/Allyson M. Madrid/		
DATE SIGNED:	03/20/2018		
Total Attachments: 24			
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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE LIMITED LIABILITY COMPANY UNDER THE NAME OF "RISKMATCH, LLC" TO A DELAWARE CORPORATION, CHANGING ITS NAME FROM "RISKMATCH, LLC" TO "RISKMATCH, INC.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JULY, A.D. 2016, AT 11:21 O`CLOCK A.M.

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




Jeffrey W. Bullock, Secretary of State

5190799 8100V
SR# 20165140050

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

Authentication: 202743981
Date: 07-29-16

TRADEMARK
REEL: 006295 FRAME: 0579

Delaware


The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "RISKMATCH, INC." FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JULY, A.D. 2016, AT 11:21 O`CLOCK A.M.

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Authentication: 202743981
Date: 07-29-16

TRADEMARK
REEL: 006295 FRAME: 0580

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A LIMITED LIABILITY COMPANY TO A
CORPORATION PURSUANT TO SECTION 265 OF
THE DELAWARE GENERAL CORPORATION LAW

- 1.) The jurisdiction where the Limited Liability Company first formed is
Delaware
- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware.
- 3.) The date the Limited Liability Company first formed is July 27, 2012.
- 4.) The name of the Limited Liability Company immediately prior to filing this
Certificate is RISKMATCH, LLC
- 5.) The name of the Corporation as set forth in the Certificate of Incorporation is
RISKMATCH, INC.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of
the converting Limited Liability Company has executed this Certificate on July 29, 2016.

By: Isl Kabir Syed
Kabir Syed, Manager + Member

RISKMATCH, INC.

CERTIFICATE OF INCORPORATION
(pursuant to Section 265 of the Delaware General Corporation Law)

ARTICLE I: NAME.

The name of this corporation is RiskMatch, Inc. (the "*Corporation*").

ARTICLE II: REGISTERED OFFICE.

The address of the registered office of the Corporation in the State of Delaware is 1013 Centre Road, Suite 403-B, Wilmington, DE, 19805, County of New Castle. The name of the Corporation's registered agent is Vcorp Services, LLC.

ARTICLE III: PURPOSE.

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "*General Corporation Law*").

ARTICLE IV: AUTHORIZED SHARES.

The total number of shares of all classes of stock which the Corporation shall have authority to issue is (a) 10,000,000 shares of Common Stock, \$0.0001 par value per share ("*Common Stock*"), (b) 1,836,291 shares of Nonvoting Common Stock, \$0.0001 par value per share ("*Nonvoting Common Stock*"), and (c) 4,790,102 shares of Preferred Stock, \$0.0001 par value per share ("*Preferred Stock*"). The Preferred Stock may be issued from time to time in one or more series, each of such series to consist of such number of shares and to have such terms, rights, powers and preferences, and the qualifications and limitations with respect thereto, as stated or expressed herein. As of the effective date of this Certificate of Incorporation (this "*Certificate*"), 3,123,436 shares of the authorized Preferred Stock of the Corporation are hereby designated "*Series Seed-1 Preferred Stock*", and 1,666,666 shares of the authorized Preferred Stock of the Corporation are hereby designated "*Series Seed-2 Preferred Stock*" (the Series Seed-2 Preferred Stock, together with the Series Seed-1 Preferred Stock, the "*Preferred Stock*"). The following is a statement of the designations and the rights, powers and privileges, and the qualifications, limitations or restrictions thereof, in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock and Nonvoting Common Stock, if any, are subject to and qualified by the rights, powers and privileges of the holders of the Preferred Stock set forth herein.

B. PREFERRED STOCK

The following rights, powers and privileges, and restrictions, qualifications and limitations, shall apply to the Preferred Stock. Unless otherwise indicated, references to "Sections" in this Part B of this Article IV refer to sections of this Part B.

1. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

1.1 Payments to Holders of Series Seed-2 Preferred Stock and Series Seed-1 Preferred Stock.

1.1.1 In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or any Deemed Liquidation Event (as defined below), the holders of shares of Series Seed-2 Preferred Stock then outstanding shall be entitled to be paid out of the funds and assets available for distribution to its stockholders before any payment shall be made to the holders of Series Seed-1 Preferred Stock, Common Stock or Nonvoting Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (a) the applicable Original Issue Price (as defined below) for such share of Series Seed-2 Preferred Stock plus any dividends declared but unpaid thereon, and (b) such amount per share as would have been payable had all shares of Series Seed-2 Preferred Stock been converted into Common Stock pursuant to Section 3 immediately prior to such liquidation, dissolution or winding up or Deemed Liquidation Event. If upon any such liquidation, dissolution or winding up or Deemed Liquidation Event of the Corporation, the funds and assets available for distribution to the stockholders of the Corporation shall be insufficient to pay the holders of shares of Series Seed-2 Preferred Stock the full amount to which they are entitled under this Section 1.1.1, the holders of shares of Series Seed-2 Preferred Stock shall share ratably in any distribution of the funds and assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of the shares of Series Seed-2 Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

1.1.2 In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or any Deemed Liquidation Event (as defined below), the holders of shares of Series Seed-1 Preferred Stock then outstanding shall be entitled to be paid out of the funds and assets available for distribution to its stockholders after payment is made to the holders of Series Seed-2 Preferred Stock pursuant to Section 1.1.1 above but before any payment shall be made to the holders of Common Stock or Nonvoting Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (a) the applicable Original Issue Price (as defined below) for such share of Series Seed-1 Preferred Stock plus any dividends declared but unpaid thereon, and (b) such amount per share as would have been payable had all shares of Series Seed-1 Preferred Stock been converted into Common Stock pursuant to Section 3 immediately prior to such liquidation, dissolution or winding up or Deemed Liquidation Event. If upon any such liquidation, dissolution or winding up or Deemed Liquidation Event of the Corporation, the funds and assets available for distribution to the stockholders of the Corporation shall be insufficient to pay the holders of shares of Series Seed-1 Preferred Stock the full amount to which they are entitled under this Section 1.1.2, the holders of shares of Series Seed-1 Preferred Stock shall share ratably in any distribution of the funds and assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of

the shares of Series Seed-1 Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

1.1.3 The "*Original Issue Price*" shall mean \$1.80 per share for the Series Seed-1 Preferred Stock and \$1.80 per share for the Series Seed-2 Preferred Stock.

1.2 Payments to Holders of Common Stock and Nonvoting Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up or Deemed Liquidation Event of the Corporation, after the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock pursuant to Subsection 1.1 above, the remaining funds and assets available for distribution to the stockholders of the Corporation shall be distributed among the holders of shares of Common Stock and Nonvoting Common Stock, pro rata based on the number of shares of Common Stock and Nonvoting Common Stock held by each such holder.

1.3 Deemed Liquidation Events.

1.3.1 Definition. Each of the following events shall be considered a "*Deemed Liquidation Event*" unless the holders of at least a majority of the outstanding shares of Series Seed-2 Preferred Stock, voting together as a single class on an as-converted to Common Stock basis (the "*Requisite Holders*"), elect otherwise by written notice sent to the Corporation:

- (a) a merger or consolidation in which
 - (i) the Corporation is a constituent party or
 - (ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for equity securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the equity securities of (1) the surviving or resulting party or (2) if the surviving or resulting party is a wholly owned subsidiary of another party immediately following such merger or consolidation, the parent of such surviving or resulting party; *provided* that, for the purpose of this Section 1.3.1, all shares of Common Stock and Nonvoting Common Stock issuable upon exercise of Options (as defined below) outstanding immediately prior to such merger or consolidation or upon conversion of Convertible Securities (as defined below) outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, deemed to be converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock and Nonvoting Common Stock are converted or exchanged;

(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, if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by one or more subsidiaries of the Corporation, the sale or disposition (whether by merger or otherwise) of such subsidiaries of the Corporation, except where such sale, lease, transfer, exclusive license or other disposition is to the Corporation or one or more wholly owned subsidiaries of the Corporation; or

(c) issuance or transfer of shares of equity securities of the Corporation, in a single transaction or series of related transactions, representing at least fifty percent (50%) of the voting power of the voting securities of the Corporation.

(d) "*Options*" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Nonvoting Common Stock and any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock or Nonvoting Common Stock, in each case excluding Preferred Stock and Nonvoting Common Stock.

(e) "*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.

1.3.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Section 1.3.1(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the "*Merger Agreement*") provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 1.1 and 1.2.

(b) In the event of a Deemed Liquidation Event referred to in Sections 1.3.1(a)(ii), 1.3.1(b) or 1.3.1(c), if the Corporation does not effect a dissolution of the Corporation under Delaware Corporate Law within 10 days after such Deemed Liquidation Event, then the Corporation shall send a written notice to each holder of Preferred Stock no later than the 10th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of Sections 1.3.2(b), (c), (d) and (e) to require the redemption of such shares of Preferred Stock, and unless the Requisite Holders so request in a written instrument delivered to the Corporation, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the board of directors of the Corporation (the "*Board*"), together with any other assets of the Corporation available for distribution to its stockholders (the "*Available Proceeds*"), to the extent legally available therefor, on the 20th day after such Deemed Liquidation Event, to redeem all outstanding shares of Preferred Stock at a price per share equal to the applicable liquidation amount calculated pursuant to Section 1.1. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall redeem a pro

rata portion of each holder's shares of Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares of Preferred Stock as soon as practicable after the Corporation has funds legally available therefor. Prior to the distribution or redemption provided for in this Section 1.3.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business. If the Corporation is required by the provisions this Section 1.3.2(b) to redeem shares, the redemption shall occur in accordance with the provisions of Sections 1.3.2(b), (c), (d) and (e). The date upon which any such redemption is required to be effected pursuant to this Section 1.3.2(b) shall be the "**Redemption Date**".

(c) The Corporation shall send written notice of any redemption pursuant to this Section 1.3.2 (the "**Redemption Notice**") to each holder of record of Preferred Stock. Each Redemption Notice shall state:

- (i) the number of shares held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice (which number shall not be less than the number of shares the Corporation is then required to redeem);
- (ii) the Redemption Date and the redemption price; and
- (iii) 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 Preferred Stock to be redeemed.

If the Corporation receives, on or prior to the 10th day after the date of delivery of the Redemption Notice to a holder of Preferred Stock, written notice from such holder that such holder elects to be excluded from the redemption provided in this Section 1.3.2, then the shares of 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 thereafter be "**Excluded Shares**." Excluded Shares shall not be redeemed or redeemable pursuant to this Section 1.3.2, whether on such Redemption Date or thereafter.

(d) On or before the applicable Redemption Date, each holder of shares to be redeemed on such Redemption Date, 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 represented by a certificate are redeemed, a new certificate representing the unredeemed shares shall promptly be issued to such holder.

(e) If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the redemption price payable upon redemption of the 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 shares so called for redemption shall not have been surrendered, dividends with respect to such shares shall cease to accrue after such Redemption Date and 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. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred.

1.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined by the Board, subject to, with respect to the value of property, rights and securities other than cash and publicly traded securities, the affirmative vote of the Series Seed-2 Director, or, absent such vote, the reasonable consent of the Requisite Holders. If the Requisite Holders and the Board are not able to agree on the valuation amount within a reasonable period of time (not to exceed twenty (20) days), the valuation amount shall be determined by an investment banking firm of national recognition, which firm shall be unaffiliated with each of the Corporation and the Requisite Holders and shall be reasonably acceptable to the Board and the Requisite Holders. If the Board and the Requisite Holders are unable to agree upon an acceptable investment banking firm within ten (10) days after the date either party proposed that one be selected, the investment banking firm will be selected by an arbitrator located in Chicago, Illinois, selected by the American Arbitration Association (or if such organization ceases to exist, the arbitrator shall be chosen by a court of competent jurisdiction). The arbitrator shall select the investment banking firm (within ten (10) days of his appointment) from a list, jointly prepared by the Requisite Holders and the Board, of not more than six investment banking firms of national standing in the United States, of which no more than three may be named by the Board and no more than three may be named by the Requisite Holders. The arbitrator may consider, within the ten-day period allotted, arguments from the parties regarding which investment banking firm to choose, but the selection by the arbitrator shall be made in its sole discretion from the list of six. The Board and the Requisite Holders shall submit their respective valuations and other relevant data to the investment banking firm, and the investment banking firm shall as soon as practicable thereafter make its own determination of the valuation amount. The final valuation amount for purposes hereof shall be the average of the two valuation amounts closest together, as determined by the investment banking firm, from among the valuation amounts submitted by the Corporation and the Requisite Holders and the valuation amount calculated by the investment banking firm. The determination of the final valuation amount by such investment banking firm shall be final and binding upon

the parties. The Corporation shall pay the fees and expenses of the investment banking firm and arbitrator (if any) used to determine the valuation amount. If required by any such investment banking firm or arbitrator, the Corporation shall execute a retainer and engagement letter containing reasonable terms and conditions, including, without limitation, customary provisions concerning the rights of indemnification and contribution by the Corporation in favor of such investment banking firm or arbitrator and its officers, directors, partners, employees, agents and affiliates. If the valuation amount is for Common Stock of the Corporation, the valuation amount shall not include a discount for minority ownership or illiquidity or a control premium.

1.3.4 Contingent Consideration and Indemnification. In the event of a Deemed Liquidation Event, unless the Requisite Holders otherwise approve in writing, if any portion of the consideration payable to the stockholders of the Corporation in connection with a Deemed Liquidation Event is payable only upon the satisfaction of contingencies (including, but not limited to, earn-outs) or is placed in escrow, a "holdback" or other similar account to secure the indemnity obligations of the stockholders ("*Escrow*"), the definitive agreement with respect to such Deemed Liquidation Event shall provide that (a) the portion of the 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 1.1 and 1.2 hereof as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event. Additionally, if any additional consideration becomes payable or distributable to the stockholders of the Corporation after the initial closing of such Deemed Liquidation Event as a result of the satisfaction or waiver of certain conditions and/or a release of consideration from Escrow, such payments or distributions shall be allocated among the holders of capital stock of the Corporation in strict accordance with Sections 1.1 and 1.2 hereof after taking into account any previous payments made to the stockholders of the Corporation pursuant to Sections 1.1 and 1.2 hereof in connection with the Initial Consideration.

2. Dividends.

2.1 Series Seed-2 Preferred Stock Dividends. Holders of Series Seed-2 Preferred Stock, in preference and prior to any declaration or payment of any dividend (other than dividends on shares of Common Stock payable in shares of Common Stock) on any shares of Series Seed-1 Preferred Stock and Common Stock of this Corporation, shall be entitled to receive, when and as declared by the Board, but only out of funds that are legally available therefor, dividends at the rate of eight percent (8%) of the Original Issue Price applicable to such Series Seed-2 Preferred Stock, per calendar year on each outstanding share Series Seed-2 Preferred Stock. Such dividends shall be payable only when, as and if declared by the Board and shall be non-cumulative.

2.2 Payments to Holders of Common Stock. In the event that the Board shall declare a dividend payable upon the then outstanding shares of Common Stock (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation), the holders of Preferred Stock shall be entitled, in addition to any non-cumulative dividends to which the Series Seed-2 Preferred Stock may be entitled under Subsection 2.1 above, to receive the amount of dividends per share of Preferred Stock that would be payable on the number of whole shares of the Common Stock into which each share of such Preferred Stock held by each

holder could be converted pursuant to the provisions of Section 3, such number to be determined as of the record date for the determination of holders of Common Stock entitled to receive such dividend.

2.3 Record Date. The Board may fix a record date for the determination of holders of Common Stock or the Preferred Stock entitled to receive payment of a dividend declared thereon, which record date shall be no more than sixty (60) days and no less than ten (10) days prior to the date fixed for the payment thereof.

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

3.1 Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, and without the payment of additional consideration by the holder thereof, at any time after the date of issuance of such share, at the office of this Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the applicable Original Issue Price for such series by the applicable Conversion Price for such series (the conversion rate for a series of Preferred Stock into Common Stock is referred to herein as the "*Conversion Rate*" for such series), determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial Conversion Price per share for each series of Preferred Stock shall be the Original Issue Price applicable to such series; *provided, however*, that the Conversion Price for the Preferred Stock shall be subject to adjustment as set forth in subsection 3.4 (the "*Conversion Price*").

3.2 Automatic Conversion.

3.2.1 Each share of Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for such series of Preferred Stock, and without the payment of additional consideration by the holder thereof, immediately upon this Corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 under the Securities Act of 1933, as amended, the public offering price of which is not less than (i) 300% of the Series Seed-2 Preferred Stock Original Issue Price per share and (ii) 300% of the Series Seed-1 Preferred Stock Original Issue Price per share (each as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like), resulting in net proceeds to the Corporation of at least \$30,000,000 in the aggregate, and the shares issued in such initial public offering are listed on the New York Stock Exchange, the Nasdaq Stock Market, or another national exchange that is approved by written consent or agreement of the Requisite Holders (a "*Qualified Public Offering*").

3.2.2 At any time prior to a Qualified Public Offering, each share of Series Seed-2 Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for such series of Preferred Stock, and without the payment of additional consideration by the holder thereof, immediately upon the date specified by written consent or agreement of the holders of at least a majority the then outstanding shares of Series Seed-2 Preferred Stock (voting together as separate series and on an as-converted basis).

3.2.3 At any time prior to a Qualified Public Offering, each share of Series Seed-1 Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for such series of Preferred Stock, and without the payment of additional consideration by the holder thereof, immediately upon the date specified by written consent or agreement of the holders of at least a majority the then outstanding shares of Series Seed-1 Preferred Stock (voting together as separate series and on an as-converted basis).

3.3 Mechanics of Conversion. Before any holder of Preferred Stock shall be entitled to voluntarily convert the same into shares of Common Stock, he or she shall surrender the certificate or certificates therefor, duly endorsed, at the office of this Corporation or of any transfer agent for the Preferred Stock, and shall give written notice to this Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. This Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the persons entitled to receive the Common Stock upon conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities. If the conversion is in connection with Automatic Conversion provisions of subsection 3.2(b)(ii) above, such conversion shall be deemed to have been made on the conversion date described in the stockholder consent approving such conversion, and the persons entitled to receive shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holders of such shares of Common Stock as of such date.

3.4 Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations.

3.4.1 The Conversion Price of the Preferred Stock shall be subject to adjustment from time to time as follows:

(a) If this Corporation shall issue, on or after the date upon which this Certificate is accepted for filing by the Secretary of State of the State of Delaware (the "**Filing Date**"), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price applicable to a series of Preferred Stock in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for such series in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this Section 3.4) be adjusted to a price determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock Outstanding (as defined below) immediately prior to such issuance plus the number of shares of

Additional Stock that the aggregate consideration received by this Corporation for such issuance would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock Outstanding (as defined below) immediately prior to such issuance plus the number of shares of such Additional Stock to be issued. For purposes of this Section 3.4.1(a), the term "*Common Stock Outstanding*" shall mean and include the following: (1) outstanding Common Stock and Nonvoting Common Stock, (2) Common Stock issuable upon conversion of outstanding Preferred Stock, and (3) Common Stock and Nonvoting Common Stock issuable upon exercise of Options outstanding immediately prior to such issuance or upon conversion or exchange of Convertible Securities outstanding (assuming exercise of any outstanding Options therefor immediately prior to such issue). Shares described in (1) through (3) above shall be included whether vested or unvested, whether contingent or non-contingent and whether exercisable or not yet exercisable.

(b) No adjustment of the Conversion Price for the Preferred Stock shall be made in an amount less than one-hundredth of one cent per share, *provided* that any adjustments that are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three (3) years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three (3) years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent expressly provided for in subsections 3.4.1(e)(iii) and 3.4.1(e)(iv), no adjustment of such Conversion Price pursuant to this subsection 3.4.1 shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(c) In the case of the issuance of Additional Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this Corporation for any underwriting, excluding amounts paid or payable for accrued interest.

(d) In the case of the issuance of the Additional Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as reasonably determined in good faith by the Board.

(e) In the case of the issuance of Options, the following provisions shall apply for purposes of determining the number of shares of Additional Stock issued and the consideration paid therefor:

(i) The aggregate maximum number of shares of Common Stock or Nonvoting Common Stock deliverable upon exercise or conversion (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such Options shall be deemed to have been issued at the time such Options were issued and for a consideration equal to the consideration (determined in the manner provided in subsections 3.4.1(c) and 3.4.1(d)), if any, received by this Corporation upon the issuance of such options or rights plus the minimum exercise price provided in such Options (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(ii) The aggregate maximum number of shares of Common Stock or Nonvoting Common Stock deliverable upon conversion or exercise of, or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for, any such Options shall be deemed to have been issued at the time such Options were issued and for a consideration equal to the consideration, if any, received by this Corporation for any such Options (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by this Corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such Options or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 3.4.1(c) and 3.4.1(d)).

(iii) In the event of any change in the number of shares of Common Stock or Nonvoting Common Stock deliverable or in the consideration payable to this Corporation upon exercise of such Options, the Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such Options, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or Nonvoting Common Stock or any payment of such consideration upon the exercise of any such Options. No such change shall affect any shares of Common Stock that have already been issued upon conversion of Preferred Stock, regardless of whether the Conversion Price used in such conversion would have been readjusted hereunder.

(iv) Upon the expiration or termination of any such Options, the Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such Options shall be recomputed to reflect the issuance of only the number of shares of Common Stock or Nonvoting Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise or conversion of such Options or upon the exercise of the options or rights related to such securities, and the consideration actually received in connection therewith. No such change shall affect any shares of Common Stock that have already been issued upon conversion of Preferred Stock, regardless of whether the Conversion Price used in such conversion would have been readjusted hereunder.

(v) The number of shares of Additional Stock deemed issued and the consideration deemed paid therefor pursuant to subsections 3.4.1(e)(i) and 3.4.1(e)(ii) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subsection 3.4.1(e)(iii) or 3.4.1(e)(iv).

3.4.2 "***Additional Stock***" shall mean any shares of Common Stock or Nonvoting Common Stock issued (or deemed to have been issued pursuant to subsection 3.4.1(e)) by this Corporation on or after the Filing Date other than:

(a) Common Stock issued pursuant to a transaction described in subsection 3.4.3 hereof;

(b) Shares of Common Stock or Nonvoting Common Stock issued to employees, directors, consultants and other service providers for the primary purpose of soliciting or retaining their services pursuant to the Corporation's equity incentive plan;

Offering; (c) Common Stock issued pursuant to a Qualified Public

(d) Common Stock issued pursuant to the conversion or exercise of convertible or exercisable securities outstanding on the Filing Date in accordance with their terms as in effect as of the Filing Date;

(e) Common Stock issued in connection with a bona fide business acquisition by this Corporation, whether by merger, consolidation, acquisition of assets, acquisition or exchange of stock or otherwise, *provided* that such issuances are approved by the Board, which approval must include the affirmative vote of the Series Seed-2 Director (as defined below);

(f) Common Stock issued or deemed issued pursuant to subsection 3.4.1(e) with respect to any outstanding Preferred Stock as a result of a decrease in the Conversion Price of any series of Preferred Stock resulting from the operation of Section 3.4; or

(g) Common Stock or Nonvoting Common Stock issued or deemed issued pursuant to any strategic partnership, licensing arrangement, equipment leasing arrangement or debt financing from a bank or similar institution approved by the Board, *provided* such issuance is approved by the Board, which approval must include the affirmative vote of the Series Seed-2 Director, and is primarily for non-equity financing purposes; or

(h) Common Stock or Nonvoting Common Stock issued with the affirmative vote or written consent of the holders of (i) a majority of the outstanding Series Seed-1 Preferred Stock, voting as a separate class on an as-converted basis, and (ii) a majority of the outstanding Series Seed-2 Preferred Stock, voting as separate class on an as-converted basis.

3.4.3 In the event this Corporation should at any time or from time to time after the Filing Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "*Common Stock Equivalents*") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in subsection 3.4.1(e).

3.4.4 If the number of shares of Common Stock outstanding at any time after the Filing Date is decreased by a combination of the outstanding shares of Common Stock

without payment to the holders thereof of any consideration, then, following the record date of such combination, the Conversion Price for the Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

3.5 Other Distributions. In the event this Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 3.4.3 (other than in connection with a Liquidation Event, in which case Section 1 shall prevail), then, in each such case for the purpose of this subsection 3.5, the holders of the Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of this Corporation into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of this Corporation entitled to receive such distribution.

3.6 Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 3 or in Section 1) provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive upon conversion of the Preferred Stock the number of shares of stock or other securities or property of this Corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 3 with respect to the rights of the holders of the Preferred Stock after the recapitalization to the end that the provisions of this Section 3 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Preferred Stock) shall be applicable after that event as nearly equivalently as may be practicable.

3.8 No Fractional Shares and Certificate as to Adjustments.

3.8.1 No fractional shares shall be issued upon the conversion of any share or shares of the Preferred Stock and the aggregate number of shares of Common Stock to be issued to particular stockholders, shall be rounded down to the nearest whole share and the Corporation shall pay in cash the fair market value of any fractional shares as of the time when entitlement to receive such fractions is determined. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such conversion.

3.8.2 Upon the occurrence of each adjustment or readjustment of the Conversion Price of Preferred Stock pursuant to this Section 3, this Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such series of Preferred Stock at the

time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of a share of Preferred Stock.

3.9 Notices of Record Date. In the event of any taking by this Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, this Corporation shall mail to each holder of Preferred Stock, at least ten (10) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend or distribution, and the amount and character of such dividend or distribution.

3.10 Reservation of Stock Issuable Upon Conversion. This Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the 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 Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, this Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate.

3.11 Notices. Any notice required by the provisions of this Section 3 to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of this Corporation.

3.12 Waiver of Adjustment to Conversion Price. Notwithstanding anything herein to the contrary, (i) any downward adjustment of the Conversion Price of the Series Seed-1 Preferred Stock may be waived, either prospectively or retroactively and either generally or in a particular instance, by the consent or vote of the holders of at least a majority of the outstanding shares of the Series Seed-1 Preferred Stock (voting as a separate class on an as-converted basis), and (ii) any downward adjustment of the Conversion Price of the Series Seed-2 Preferred Stock may be waived, either prospectively or retroactively and either generally or in a particular instance, by the consent or vote of the holders of at least a majority of the outstanding shares of the Series Seed-2 Preferred Stock. Any such waiver shall bind all future holders of shares of such series of Preferred Stock.

3.13 Taxes. This Corporation shall pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Preferred Stock, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered.

3.14 Impairment. This Corporation will not, without the appropriate vote of the stockholders under the General Corporation Law or Section 5 of this Article IV(B), by amendment of this Certificate or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by this Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 3 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Preferred Stock against impairment.

4. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

5. Series Seed-2 Preferred Stock Protective Provisions. So long as any shares of Series Seed-2 Preferred Stock remain outstanding, this Corporation shall not, either directly or indirectly (including through any subsidiary of the Corporation) by amendment, merger, consolidation, reclassification, reorganization or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate) the written consent or affirmative vote of the holders of at least a majority of the issued and outstanding shares of Series Seed-2 Preferred Stock (voting as separate class and on an as-converted basis), given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

5.1 liquidate, dissolve or wind-up the business and affairs of the Corporation or effect any Deemed Liquidation Event, or consent, agree or commit to any of the foregoing, unless the holders of outstanding shares of Series Seed-2 Preferred Stock receive at the closing of such transaction an amount equal to at least three (3) times the Original Issue Price applicable to the Series Seed-2 Preferred Stock in the form of cash or freely marketable and saleable public securities;

5.2 amend, alter, repeal or waive any provision of the Corporation's Certificate of Incorporation or Bylaws, including without limitation, any change that alters the rights, preferences or privileges of the Preferred Stock;

5.3 increase or decrease the authorized number of shares of Common Stock, Nonvoting Common Stock, or Preferred Stock;

5.4 declare or pay any dividends or distributions upon any equity securities of the Corporation;

5.5 redeem or repurchase any equity securities of the Corporation (except for repurchases from employees, directors, advisors or consultants pursuant to contractual call rights

or rights of first refusal in which all the stock of the employee, director, advisor or consultant is redeemed at a price no greater than the original price paid for such shares);

5.6 authorize or issue any Common Stock, shares of other capital stock of the Corporation or other securities or debt directly or indirectly exercisable for or convertible into Common Stock or other capital stock of the Corporation, in each case having rights, preferences or privileges senior to, or on parity with, the Series Seed-2 Preferred Stock (excluding: (i) any shares of Series Seed-2 Preferred Stock issued pursuant to the Series Seed-2 Preferred Stock Purchase Agreement dated on or about the Filing Date among the Corporation and the purchasers of the Series Seed-2 Preferred Stock named therein or shares of Common Stock issued on conversion thereof; and (ii) shares of Common Stock or Nonvoting Common Stock or Options therefore issued to employees, directors, consultants and other service providers for the primary purpose of soliciting or retaining their services pursuant to the Corporation's equity incentive plan);

5.7 increase or decrease the authorized number of directors of the Board;

5.8 increase the number of shares available under the Corporation's equity incentive plan or establish any new employee stock option plan, employee stock purchase plan, employee restricted stock plan or other similar equity incentive plan;

5.9 change the primary business line of the Corporation;

5.10 enter into or become obligated under any loan (excluding convertible debt securities) or guarantee of indebtedness in excess of \$500,000 in the aggregate, unless such loan or guarantee has been approved by the Board, including the approval of the Series Seed-2 Director; or

5.11 enter into a transaction with affiliates or senior management, except for arms-length employment agreements.

6. **Waivers.** Any of the rights, powers, privileges and other terms of the Common Stock, Series Seed-1 Preferred Stock or Series Seed-2 Preferred Stock set forth herein may be waived on behalf of all holders of each such class or series of stock by the affirmative written consent or vote of the holders of at least a majority of the issued and outstanding shares of each respective class or series (voting together as a separate class and on an as-converted basis).

7. **Notice of Record Date.** In the event:

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

7.2 of any capital reorganization of the Corporation, any reclassification of the Common Stock or Nonvoting Common Stock of the Corporation, or any Deemed Liquidation Event; or

7.3 of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the 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, dissolution, liquidation or winding-up 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 Nonvoting Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock or Nonvoting Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock, the Common Stock and the Nonvoting Common Stock. Such notice shall be sent at least 20 days prior to the earlier of the record date or effective date for the event specified in such notice.

8. **Notices.** Except as otherwise provided herein, any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

9. **Automatic Conversion of Nonvoting Common Stock.** Each share of Nonvoting Common Stock shall automatically be converted into shares of Common Stock on a 1:1 basis immediately upon (i) a Qualified Public Offering or (ii) the date specified by written consent or agreement of (A) the holders of at least a majority of the issued and outstanding shares of Common Stock and (B) the Series Seed-2 Director.

C. VOTING

1. **Basic Voting Rights.** Each holder of Common Stock shall be entitled to one vote for each share of Common Stock held. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Preferred Stock could be converted and shall have voting rights and powers equal to the voting rights and powers of the Common Stock (except as otherwise expressly provided herein or as required by law), voting together with the Common Stock as a single class, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not be permitted, and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half

being rounded upward). Unless required by law, 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 this Certificate) 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.

1.1 Nonvoting Common Stock. The Nonvoting Common Stock shall have no voting rights other than such rights as may be required by law. The number of authorized shares of Nonvoting 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 this Certificate) 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.

1.2 Composition of Board.

1.2.1 So long as Innovation Group Investors, L.P. ("**Lightbank**") holds any outstanding shares of Series Seed-2 Preferred Stock or Common Stock into which shares of Series Seed-2 Preferred Stock have been converted, Lightbank shall be entitled to elect one (1) director of the Corporation (the "**Series Seed-2 Director**"). In the event that Lightbank no longer holds any outstanding shares of Series Seed-2 Preferred Stock or Common Stock into which shares of Series Seed-2 Preferred Stock have been converted, there shall be no Series Seed-2 Director, and the Board shall be comprised of only two (2) directors.

1.2.2 The holders of record of a majority of the issued and outstanding shares of Common Stock other than shares of Common Stock issuable upon the conversion of Preferred Stock, exclusively and as a separate class, shall be entitled to elect two (2) directors of the Corporation (the "**Common Directors**").

1.3 Vacancies on Board. A vacancy in any directorship elected by the holders of the Common Stock in respect of any of the Common Directors shall be filled only by vote or written consent of the majority of the holders of the Common Stock, and a vacancy in any directorship elected by Lightbank in respect of a Series Seed-2 Director shall be filled only by Lightbank.

1.4 Removal of Director. Any removal of a Common Director shall be made solely by vote or written consent of the majority of the holders of the Common Stock, and any removal of the Series Seed-2 Director shall be made solely by Lightbank.

ARTICLE V: PREEMPTIVE RIGHTS.

No stockholder of the Corporation shall have a right to purchase shares of capital stock of the Corporation sold or issued by the Corporation except to the extent that such a right may from time to time be set forth in a written agreement between the Corporation and any stockholder.

ARTICLE VI: BYLAW PROVISIONS.

- A. AMENDMENT OF BYLAWS.** Subject to any additional vote required by this Certificate or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.
- B. BALLOT.** Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.
- C. MEETINGS AND BOOKS.** Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws of the Corporation.

ARTICLE VII: DIRECTOR LIABILITY.

- A. LIMITATION.** 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 VII 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. Any repeal or modification of the foregoing provisions of this Article VII(A) 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.
- B. INDEMNIFICATION.** The Corporation shall, to the maximum extent permitted from time to time under the law of the State of Delaware, indemnify and upon request shall advance expenses to any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation or while a director or officer is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorney's fees and expenses), judgments, fines, penalties and amounts paid in settlement incurred in connection with the investigation, preparation to defend or defense of such action, suit, proceeding or claim; *provided, however*, that the foregoing shall not require the Corporation to indemnify or advance expenses to any person in connection with any action, suit, proceeding or claim initiated by or on behalf of such person or any counterclaim against the Corporation initiated by or on behalf of such person. Such indemnification shall not be exclusive of other indemnification rights arising under any by-law, agreement, vote of directors or stockholders or otherwise and shall inure to the benefit of the heirs and legal representatives of such person. Any person seeking indemnification under this Article VII(B) shall be deemed to have met the standard of conduct required for such indemnification unless the contrary shall be established. The Corporation shall be the indemnitor

of first resort for any director or officer who is entitled to indemnification and advancement pursuant to this Article VII(B) (i.e., the Corporation's obligations to indemnify a director or officer shall be primary and any obligation of a current or former third party employer, partnership of which such director or officer is a partner, limited liability company of which such director or officer is a member or affiliate of such director or officer (any such person, an "Indemnitor"), to advance expenses or provide indemnification for the same expenses or liabilities incurred by such director or officer are secondary) and it shall be required to advance the full amount of expenses incurred by such director or officer and shall be liable for the full amount of expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the Certificate (or any other agreement between the Corporation and such director or officer), without regard to any rights such director or officer may have against any Indemnitor. The Corporation shall have no right to seek contribution or other reimbursement from any Indemnitor for any payments by the Corporation. Any repeal or modification of this Article VII(B) shall be prospective only, and shall not adversely affect any right or protection of a director or officer of the Corporation or a third party with respect to any act or omission of such director or officer of the Corporation existing or occurring prior to or at the time of such repeal or modification.

ARTICLE VIII: SECTION 203 OF THE GENERAL CORPORATION LAW.

The Corporation hereby elects not be governed by Section 203 of the General Corporation Law of the State of Delaware.

ARTICLE IX: CORPORATE OPPORTUNITIES.

To the maximum extent permitted from time to time under the law of the State of Delaware, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to its directors or stockholders, unless such business opportunity is presented to, or acquired, created or developed by, or otherwise comes into the possession of, such person expressly and solely in such person's capacity as a director or stockholder of the Corporation. No amendment or repeal of this Article IX shall apply to or have any effect on the liability or alleged liability of any director or stockholder of the Corporation for or with respect to any opportunities of which such director or stockholder becomes aware prior to such amendment or repeal.

* * * * *

The undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 29th day of July, 2016.

/s/ Kabir Syed

Kabir Syed, incorporator