

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OpsCompass LLC		01/03/2020	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	OpsCompass, Inc.		
Street Address:	11422 Miracle Hills Dr, Ste 300		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68154		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5385692	OPSCOMPASS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@elegalstudio.com		
Correspondent Name:	Grant Maynard		
Address Line 1:	700 R Street, #83204		
Address Line 4:	Lincoln, NEBRASKA 68501		
NAME OF SUBMITTER:	Grant Maynard		
SIGNATURE:	/s/ Grant Maynard		
DATE SIGNED:	11/06/2020		
Total Attachments: 21			
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STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A NON-DELAWARE CORPORATION
TO A DELAWARE CORPORATION
PURSUANT TO SECTION 265 OF THE
DELAWARE GENERAL CORPORATION LAW

- 1.) The jurisdiction where the Non-Delaware Corporation first formed is Nebraska.
- 2.) The jurisdiction immediately prior to filing this Certificate is Nebraska.
- 3.) The date the Non-Delaware Corporation first formed is January 2, 2019.
- 4.) The name of the Non-Delaware Corporation immediately prior to filing this Certificate is OPSCOMPASS, INC.
- 5.) The name of the Corporation as set forth in the Certificate of Incorporation is OPSCOMPASS, INC.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Non-Delaware Corporation have executed this Certificate on the 1st day of January, A.D. 2020.

By: 

Name: Manuel C. Quevedo

Print or Type

Title: President

Print or Type

CERTIFICATE OF INCORPORATION

OF

OPSCOMPASS, INC.

ARTICLE I: NAME

The name of the corporation is **OPSCOMPASS, INC.** (referred to hereinafter as the "Corporation").

ARTICLE II: REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Corporation in the State of Delaware is to be located at 160 Greentree Drive, Suite 101, Dover, Delaware 19904, County of Kent. The registered agent in charge thereof at such address is National Registered Agents, Inc.

ARTICLE III: PURPOSE AND EXISTENCE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware. The Corporation will have perpetual existence.

ARTICLE IV: AUTHORIZED SHARES

The aggregate number of shares which the Corporation shall have authority to issue is (a) 16,000,000 shares of common stock, \$0.001 par value per share (the "Common Stock"), and (b) 4,350,000 shares of preferred stock, \$0.001 par value per share (the "Preferred Stock"), of which 4,350,000 shares of Preferred Stock are designated as a series with the terms set forth below, and the remaining 0 shares of Preferred Stock may be issued from time to time by the Board of Directors of the Corporation, in such series and with such preferences, conversion or other rights, voting powers, restrictions, powers, privileges, and relative participating, or other rights as may be fixed by the Board of Directors of the Corporation.

Terms of the Seed Series Convertible Preferred Stock.

1. Designation and Number. A series of Preferred Stock, designated as the "Seed Series Convertible Preferred Stock" (the "Seed Series Preferred Stock"), is hereby established. The number of authorized shares of Seed Series Preferred Stock shall be 4,350,000.

2. Maturity. The Seed Series Preferred Stock has no stated maturity.

3. Rank. The Seed Series Preferred Stock will, with respect to rights upon liquidation, dissolution or winding up of the Corporation, rank (a) prior or senior to the Common Stock issued by the Corporation, (b) prior or senior to all classes or series of Preferred Stock issued by the Corporation, the terms of which specifically provide that such shares rank junior to the Seed Series Preferred Stock with respect to rights upon liquidation, dissolution or winding up of the Corporation (the "Junior Shares"), (c) on a parity with all classes or series of Preferred Stock, the terms of which specifically provide that such shares rank on a parity with the Seed

Series Preferred Stock with respect to rights upon liquidation, dissolution or winding up of the Corporation (the "Parity Shares") and (d) junior to all existing and future indebtedness of the Corporation.

4. Dividends.

(a) Holders of shares of Seed Series Preferred Stock shall be entitled to participate equally and ratably with the holders of shares of Common Stock in all dividends paid and distributions made to the holders of Common Stock on the shares of Common Stock as if, immediately prior to each record date of the Common Stock, the shares of Seed Series Preferred Stock then outstanding were converted into shares of Common Stock in accordance with the terms hereof. Dividends payable pursuant to this subsection 4 shall be payable on the same date that such dividends are payable to holders of shares of Common Stock unless dividends contemplated by this subsection 4 are also paid at the same time in respect of the Seed Series Preferred Stock on a pro rata basis. Each dividend shall be payable to the holders of record of shares of Seed Series Preferred Stock as they appear on the stock records of the Corporation at the close of business on the same day as the record date for the payment of dividends to the holders of shares of Common Stock. The Corporation shall not declare or pay any dividends on any Junior Shares or Parity Shares unless the holders of shares of Seed Series Preferred Stock then outstanding shall simultaneously receive a dividend on a pro rata basis as if the shares of Seed Series Preferred Stock had been converted into shares of Common Stock pursuant to subsection 7 at the then applicable rate of conversion immediately prior to the record date for determining the shareholders eligible to receive such dividend.

(b) No dividends on Seed Series Preferred Stock shall be authorized by the Board of Directors of the Corporation or declared or paid or set apart for payment by the Corporation at such time as the terms and provisions of any agreement of the Corporation, including any agreement relating to its indebtedness, prohibits such declaration, payment or setting apart for payment or provides that such declaration, payment or setting apart for payment would constitute a breach thereof or a default thereunder, or if such declaration or payment shall be restricted or prohibited by law.

5. Liquidation Preference.

(a) Except as provided in subsection 5(b), upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, the holders of the Seed Series Preferred Stock are entitled to be paid out of the assets of the Corporation legally available for distribution to its shareholders a liquidation preference equal to the Liquidation Preference (as defined below) before any distribution of assets is made to holders of the Common Stock or any other class or series of capital stock of the Corporation that ranks junior to the Seed Series Preferred Stock as to liquidation rights. The Corporation will promptly provide to the holders of the Seed Series Preferred Stock written notice of any event triggering the right to receive such Liquidation Preference. Except as provided in subsection 5(b), after payment of the full amount of the Liquidation Preference, the holders of the Seed Series Preferred Stock will have no right or claim to any of the remaining assets of the Corporation. "Liquidation Preference" shall mean an amount equal to the Seed Series Preferred Stock Original Issue Price, plus any declared and unpaid dividends thereon. The "Seed Series Preferred Stock Original Issue Price" shall mean an amount equal to \$0.3448 for each share of Seed Series Preferred Stock (as adjusted for any stock dividends, combinations or splits with respect to such shares).

(b) If, upon any liquidation, dissolution or winding up of the Corporation, holders of Seed Series Preferred Stock would be entitled to receive more than the Liquidation Preference if such Seed Series Preferred Stock had been converted in accordance with subsection 7 into shares of Common Stock immediately prior to such liquidation, dissolution or winding up, then (i) the Liquidation Preference shall not apply, and (ii) the holders of Seed Series Preferred Stock shall participate in the distribution of assets of the Corporation as if such Seed Series Preferred Stock had been converted into shares of Common Stock.

(c) If, upon any liquidation, dissolution or winding up of the Corporation, the assets of the Corporation, or proceeds thereof, distributable among the holders of Seed Series Preferred Stock shall be insufficient to pay in full the above described Liquidation Preference and liquidating payments on any other class or series of Parity Shares, then all such assets, or the proceeds thereof, shall be distributed among the holders of Seed Series Preferred Stock and any such other Parity Shares ratably in the same proportion as the respective amounts that would be payable on such Seed Series Preferred Stock and any such other Parity Shares if all amounts payable thereon were paid in full.

(d) Upon any liquidation, dissolution or winding up of the Corporation, after payment shall have been made in full to the holders of Seed Series Preferred Stock and any Parity Shares, the holders of Common Stock shall be entitled to receive any and all assets remaining to be paid or distributed.

(e) Deemed Liquidation Event.

(i) 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 Seed Series Preferred Stock elect otherwise by written notice sent to the Corporation at least 30 days prior to the effective date of any such event:

A. a merger or consolidation in which

(x) the Corporation is a constituent party or

(y) 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 shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation (provided that, for purposes of this subsection 5(e), all shares of Common Stock issuable upon exercise of options, warrants or convertible securities outstanding immediately prior to such merger or

consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged); 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.
- (ii) The Corporation shall not have the power to effect a "Deemed Liquidation Event" unless the agreement or plan of merger or consolidation for such transaction (the "Merger Agreement") provides that the consideration payable to the shareholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with this subsection 5.
- (iii) In the event of a Deemed Liquidation Event, if the Corporation does not effect a dissolution of the Corporation within 90 days after such Deemed Liquidation Event, then (A) the Corporation shall send a written notice to each holder of Seed Series Preferred Stock no later than the 90th 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 the following clause (B) to require the redemption of such shares of Seed Series Preferred Stock, and (B) if the holders of at least a majority of the then outstanding shares of Seed Series Preferred Stock so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, 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, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its shareholders (the "Available Proceeds"), to the extent legally available therefor, on the 150th day after such Deemed Liquidation Event, to redeem all outstanding shares of Seed Series Preferred Stock at a price per share equal to the greater of (x) the Liquidation Preference or (y) such amount per share as would have been payable had all shares of Seed Series Preferred Stock been converted into Common Stock pursuant to subsection 5 immediately prior to such Deemed Liquidation Event. 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 Seed Series Preferred Stock, the Corporation shall redeem a pro rata portion of each holder's shares of Seed Series 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 to have been redeemed as soon as practicable after the Corporation has funds legally available therefor.

- (iv) 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 in good faith by the Board of Directors of the Corporation.
- (v) In the event of a Deemed Liquidation Event pursuant to subsection 5(e)(i), if any portion of the consideration payable to the shareholders of the Corporation is payable only upon satisfaction of contingencies (the "Additional Consideration"), the Merger Agreement shall provide that (A) the portion of such consideration that is not Additional Consideration (such portion, the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with subsections 5(a) and 5(b) as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event and (B) any Additional Consideration which becomes payable to the shareholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with subsections 5(a) and 5(b) after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this subsection 5(e)(v), consideration placed into escrow or retained as a holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

6. Voting Rights.

(a) Except as otherwise required by law or by these Articles of Incorporation of the Corporation, the shares of Seed Series Preferred Stock shall be voted equally with the shares of the Common Stock at any annual or special meeting of shareholders of the Corporation, or may act by written consent in the same manner as the Common Stock, upon the following basis: each holder of shares of Seed Series Preferred Stock shall be entitled to such number of votes for the Seed Series Preferred Stock held by him, her or it on the record date fixed for such meeting, or on the effective date of such written consent, as shall be equal to the whole number of shares of the Common Stock into which all of his, her or its shares of Seed Series Preferred Stock are convertible immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent.

(b) The holders of record of the shares of Seed Series Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "Preferred Stock Director"), the holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect three (3) directors of the Corporation, and the holders of record of the shares of Common Stock and the holders of record of the shares of Preferred Stock, voting together, shall be entitled to elect one (1) director (collectively, the "Board of Directors"). Reference is provided to that certain Voting Agreement

executed contemporaneously herewith and by and between the Corporation, each holder of the Seed Series Preferred Stock (together with any subsequent investors, or transferees, who become parties thereto), and the holders of Common Stock (the "Voting Agreement"). The Voting Agreement is hereby incorporated herein by reference.

(c) So long as any shares of Seed Series Preferred Stock remain outstanding, the Corporation will not, without the affirmative vote or consent of the holders of Seed Series Preferred Stock entitled to cast a majority of the votes entitled to be cast by the holders of the Seed Series Preferred Stock, given in person or by proxy, either in writing or at a meeting (voting separately as a class):

- (i) amend, alter or repeal any provision of the Articles of Incorporation of the Corporation, whether by merger, consolidation or otherwise, (x) for purposes of changing the number of shares of capital stock the Corporation is authorized to issue or (y) in any manner that would adversely affect the right of the holders of the Seed Series Preferred Stock;
- (ii) authorize, create or issue, or increase the authorized or issued amount of, any class or series of capital stock or rights to subscribe to or acquire any class or series of capital stock or any class or series of capital stock convertible into any class or series of capital stock, in each case ranking senior to or on a parity with the Seed Series Preferred Stock with respect to voting rights, payment of dividends or the distribution of assets upon liquidation, dissolution or winding up, or reclassify any shares of capital stock into any such shares;
- (iii) authorize, create or issue any debt security if, after the issuance thereof, the aggregate indebtedness of the Corporation would exceed \$750,000;
- (iv) redeem or repurchase any shares of capital stock of the Corporation, other than repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or services, the price at which any such redemption or repurchase is consummated does not exceed the original issuance price of such shares;
- (v) declare or pay any dividends;
- (vi) take any action to increase the pool of shares of capital stock of the Corporation available to be issued pursuant to the equity incentive plans of the Corporation within two (2) years after the Seed Series Original Issue Date (as defined below);
- (vii) take any action to change the authorized number of directors constituting the Board of Directors of the Corporation; or
- (viii) engage in any Extraordinary Transaction (as defined below).

"Extraordinary Transaction" means (A) any Deemed Liquidation Event, (B) any liquidation of the Corporation or any material subsidiary of the Corporation into a person that is not a direct or indirect wholly owned subsidiary of the Corporation, (C) any dissolution of the Corporation or any material subsidiary of the Corporation, (D) any one or a series of

transactions involving any sale or transfer of more than fifty percent (50%) of the issued and outstanding shares of the capital stock of the Corporation to any person that is not a direct or indirect wholly owned subsidiary of the Corporation or (E) any one or a series of transactions as a result of which a third party acquires the voting power to vote securities of the Corporation representing more than fifty percent (50%) of the voting power of all securities of the Corporation.

7. Conversion.

(a) Conversion Ratio. Each share of Seed Series 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 \$0.3448 by the Seed Series Conversion Price (as defined below) in effect at the time of conversion. The "Seed Series Conversion Price" shall initially be equal to \$0.3448. Such initial Seed Series Conversion Price, and the rate at which shares of Seed Series Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

No fractional shares of Common Stock shall be issued upon conversion of the Seed Series 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. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Seed Series 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.

(b) Mechanics of Conversion.

(i) Notice of Conversion. In order for a holder of Seed Series Preferred Stock to voluntarily convert shares of Seed Series Preferred Stock into shares of Common Stock, such holder shall, if such holder's shares are certificated, surrender the certificate or certificates for such shares of Seed Series 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 Seed Series 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 Seed Series Preferred Stock represented by such certificate or certificates and an amount sufficient to pay any transfer or similar tax (or evidence reasonably satisfactory to the Corporation demonstrating that such taxes have been paid) and, if applicable, any event on which such conversion is contingent shall have occurred. 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, any 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 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 Seed Series 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 (or, for uncertificated shares, issue and deliver to such holder of Seed Series Preferred Stock, or to his, her or its nominees, a notice of issuance of uncertificated shares and may, upon written request, issue and deliver a certificate for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and, may, if applicable and upon written request, issue and deliver a certificate for the number)(if any) of the shares of Seed Series Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in subsection 7(a) in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Seed Series Preferred Stock converted.

- (ii) Reservation of Shares. The Corporation shall at all times when the Seed Series 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 Seed Series 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 Seed Series 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 Seed Series 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, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to the Articles of Incorporation of the Corporation. Before taking any action which would cause an adjustment reducing the Seed Series Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Seed Series Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Seed Series Conversion Price.
- (iii) Effect of Conversion. All shares of Seed Series Preferred Stock which 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 7(a) and to receive payment of any dividends declared but unpaid thereon. Any shares of Seed Series 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 shareholder action) as may be necessary to reduce the authorized number of shares of Seed Series Preferred Stock accordingly.

(iv) No Further Adjustment. Upon any such conversion, no adjustment to the Seed Series Conversion Price shall be made for any declared but unpaid dividends on the Seed Series Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

(c) Adjustments to Seed Series Conversion Price for Diluting Issues.

(i) For purposes of this subsection 7(c), the following definitions shall apply:

“Option” shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

“Seed Series Original Issue Date” shall mean the date on which the first share of Seed Series Preferred Stock was issued.

“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.

“Additional Shares of Common Stock” shall mean all shares of Common Stock issued (or deemed to be issued) by the Corporation after the Seed Series Original Issue Date, other than (x) the following shares of Common Stock and (y) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (x) and (y), collectively, “Exempted Securities”):

- A. shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on Seed Series Preferred Stock;
- B. 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 subsections 7(d), 7(e), 7(f) or 7(g);
- C. up to 1,600,000 shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors of the Corporation including the Preferred Director;
- D. shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually

issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security;

- E. shares of Common Stock, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors of the Corporation including the Preferred Director;
- F. shares of Common Stock, Options or Convertible Securities issued to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board of Directors of the Corporation including the Preferred Director;
- G. shares of Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation, company, entity or other business by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided, that such issuances are approved by the Board of Directors of the Corporation and the holders of Seed Series Preferred Stock; or
- H. shares of Common Stock, Options or Convertible Securities issued in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board of Directors of the Corporation including the Preferred Director.

(ii) No Adjustment of Seed Series Conversion Price. No adjustment in the Seed Series Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the holders of at least majority of the then outstanding shares of Seed Series Preferred Stock agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

(iii) Deemed Issue of Additional Shares of Common Stock.

- A. If the Corporation at any time or from time to time after the Seed Series 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 Seed Series Conversion Price pursuant to the terms of subsection 7(c)(iv), 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 (x) 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 (y) 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 Seed Series 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 Seed Series 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 subsection 7(c)(iii)(B) shall have the effect of increasing the Seed Series Conversion Price to an amount which exceeds the lower of (x) the Seed Series Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (y) the Seed Series 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 Seed Series Conversion Price pursuant to the terms of subsection 7(c)(iv) (either because the consideration per share (determined pursuant to subsection 7(c)(v)) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Seed Series Conversion Price then in effect, or because such Option or Convertible Security was issued before the Seed Series Original Issue Date), are revised after the Seed Series 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 7(c)(iii)(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 Seed Series Conversion Price pursuant to the terms of subsection 7(c)(iv), the Seed Series Conversion Price shall be readjusted to such Seed Series 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, any adjustment to the Seed Series Conversion Price provided for in this subsection 7(c)(iii) 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 subsections 7(c)(iii)(B) and 7(c)(iii)(C)). 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 Seed Series Conversion Price that would result under the terms of this subsection 7(c)(iii) 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 Seed Series Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

(iv) Adjustment of Seed Series Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Seed Series Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued), without consideration or for a consideration per share less than the Seed Series Conversion Price in effect immediately prior to such

issuance or deemed issuance, then the Seed Series Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

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

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

- (a) "CP₂" shall mean the Seed Series Conversion Price in effect immediately after such issuance or deemed issuance of Additional Shares of Common Stock;
 - (b) "CP₁" shall mean the Seed Series Conversion Price in effect immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock;
 - (c) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issuance or deemed issuance 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 issuance or deemed issuance or upon conversion or exchange of Convertible Securities (including the Seed Series Preferred Stock) 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 or deemed issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP₁); and
 - (e) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.
- (v) Determination of Consideration. For purposes of this subsection 7(c)(v), the consideration received by the Corporation for the issuance or deemed issuance of any Additional Shares of Common Stock shall be computed as follows:
- A. Cash and Property: Such consideration shall:
 - (x) 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;
 - (y) 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; and

- (z) 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 (x) and (y) above, as determined in good faith by the Board of Directors of the Corporation.

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 7(c)(iii), relating to Options and Convertible Securities, shall be determined by dividing

- (x) 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 conversion or exchange of such Convertible Securities, by
- (y) 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 conversion or exchange of such Convertible Securities.

(vi) Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Seed Series Conversion Price pursuant to the terms of subsection 7(c)(iv), and such issuance dates occur within a period of no more than 90 days from the first such issuance to the final such issuance, then, upon the final such issuance, the Seed Series 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).

(d) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Seed Series Original Issue Date effect a subdivision of the outstanding Common Stock, the Seed Series 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 such series 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 Seed Series Original Issue Date combine the outstanding shares of Common Stock, the Seed Series 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 such series 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.

(e) Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Seed Series 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 Seed Series 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 Seed Series Conversion Price then in effect by a fraction:

- (i) 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
- (ii) 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 Seed Series Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Seed Series Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (y) that no such adjustment shall be made if the holders of Seed Series 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 Seed Series Preferred Stock had been converted into Common Stock on the date of such event.

(f) Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Seed Series 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 subsection 4 do not apply to such dividend or distribution, then and in each such event the holders of Seed Series 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 Seed Series Preferred Stock had been converted into Common Stock on the date of such event.

(g) Adjustment for Merger or Reorganization, etc. Subject to the provisions of subsection 5(d), if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Seed Series Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by subsections 7(c), 7(d), 7(e) or 7(f)), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Seed Series 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 Seed Series 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 subsection 7 with respect to the rights and interests thereafter of the holders of the Seed Series Preferred Stock, to the end that the provisions set forth in this subsection 7 (including provisions with respect to changes in and other adjustments of the Seed Series 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 Seed Series Preferred Stock.

(h) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Seed Series Conversion Price pursuant to this subsection 7, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 30 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Seed Series Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Seed Series Preferred Stock is convertible) 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 Seed Series Preferred Stock (but in any event not later than 30 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Seed Series Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Seed Series Preferred Stock.

- (i) Notice of Record Date. In the event:
 - (i) 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 Seed Series 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
 - (ii) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or
 - (iii) 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 Seed Series Preferred Stock a notice specifying, as the case may be, (x) the record date for

such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (y) 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 such other capital stock or securities at the time issuable upon the conversion of the Seed Series 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, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Seed Series Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

8. Mandatory Conversion.

(a) Trigger Event. (i) Upon the closing of an underwritten public offering of Common Stock to the public in a firm-commitment underwritten public offering resulting in at least \$50,000,000 of proceeds to the Corporation (a "Qualified IPO") or (ii) at any time upon the affirmative election of the holders of a majority of the outstanding shares of the Seed Series Preferred Stock (the "Mandatory Conversion Time"), all outstanding shares of Seed Series Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate as determined pursuant to subsection 7.

(b) Procedural Requirements. All holders of record of shares of Seed Series Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Seed Series Preferred Stock pursuant to this subsection 8. 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 Seed Series Preferred Stock in certificated form 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 Seed Series Preferred Stock converted pursuant to subsection 8(a), 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 8(b). As soon as practicable after the Mandatory Conversion Time and, if applicable, the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Seed Series Preferred Stock, 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 (or, for uncertificated shares, issue and deliver to such holder, or to his, her or its nominees, a notice of issuance of uncertificated shares and may, upon written request, issue and deliver a certificate for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof), together with cash as provided in subsection 7(a) 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 Seed Series

Preferred Stock converted. Such converted Seed Series 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 shareholder action) as may be necessary to reduce the authorized number of shares of Seed Series Preferred Stock accordingly.

Holders of Seed Series Preferred Stock exercising their conversion rights will not be entitled to, nor will the Seed Series Conversion Price be adjusted for, any declared and unpaid dividends, whether or not in arrears, or for dividends on the Common Stock issued upon conversion. Holders of Seed Series Preferred Stock at the close of business on a dividend record date will be entitled to receive the dividend payable on such shares on the corresponding dividend payment date notwithstanding the conversion of such shares following such dividend record date and prior to such dividend payment, date. However, Seed Series Preferred Stock surrendered for conversion during the period between the close of business on any dividend record date and ending with the opening of business on the corresponding dividend payment date must be accompanied by payment of an amount equal to the dividend payable on such shares on such dividend payment date. A holder of Seed Series Preferred Stock on a dividend record date who (or whose transferee) tenders any such shares for conversion into Common Stock on such dividend payment date will receive the dividend payable by the Corporation on such Seed Series Preferred Stock on such date, and the converting holder need not include payment of the amount of such dividend upon surrender of Seed Series Preferred Stock for conversion.

As promptly as practicable after the surrender of certificates for Seed Series Preferred Stock as aforesaid, the Corporation shall issue and shall deliver at such office to such holder, or on his written order, a certificate or certificates for the number of full shares of Common Stock issuable upon the conversion of such shares in accordance with the provisions of this subsection 7. Each conversion shall be deemed to have been effected immediately prior to the close of business on the date on which the certificates for Seed Series Preferred Stock shall have been surrendered and such notice (and if applicable, payment of an amount equal to the dividend payable on such shares as described above) received by the Corporation as aforesaid, and the person or persons in whose name or names any certificate or certificates for Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares represented thereby at such time on such date, and such conversion shall be at the Seed Series Conversion Price in effect at such time and on such date, unless the share transfer books of the Corporation shall be closed on that date, in which event such person or persons shall be deemed to have become such holder or holders of record at the opening of business on the next succeeding day on which such share transfer books are open, but such conversion shall be at the Seed Series Conversion Price in effect on the date on which such certificates for Seed Series Preferred Stock have been surrendered and such notice received by the Corporation.

9. Governing Documents.

The rights of all holders of the Seed Series Preferred Stock and the terms of the Seed Series Preferred Stock are subject to the provisions of the terms of the Seed Series Preferred Stock and the Articles of Incorporation and the By-Laws of the Corporation.

10. Exclusion of Other Rights.

Except as may otherwise be required by law, the Seed Series Preferred Stock shall not have any voting powers, preferences or relative, participating, optional or other special rights, other than those specifically set forth in the terms of the Seed Series Preferred Stock (as

amended from time to time). The Seed Series Preferred Stock shall have no preemptive or subscription rights, except as otherwise may be provided by separate agreement of the Corporation.

11. Headings of Subdivisions.

The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

12. Severability of Provisions.

If any voting powers, preferences or relative, participating, optional and other special rights of the Seed Series Preferred Stock or qualifications, limitations or restrictions thereof set forth in the terms of the Seed Series Preferred Stock (as amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other voting powers, preferences and relative, participating, optional and other special rights of Seed Series Preferred Stock and qualifications, limitations and restrictions thereof set forth in the Articles of Incorporation of the Corporation setting forth the terms of the Seed Series Preferred Stock (as so amended) which can be given effect without the invalid, unlawful or unenforceable voting powers, preferences or relative, participating, optional or other special rights of Seed Series Preferred Stock or qualifications, limitations and restrictions thereof shall be given such effect. None of the voting powers, preferences or relative participating, optional or other special rights of the Seed Series Preferred Stock or qualifications, limitations or restrictions thereof herein set forth shall be deemed dependent upon any other such voting powers, preferences or relative, participating, optional or other special right of Seed Series Preferred Stock or qualifications, limitations or restrictions thereof unless so expressed herein.

ARTICLE V: DIRECTORS

The number of directors constituting the Board of Directors of the Corporation shall be fixed by or in the manner provided by the Bylaws of the Corporation.

At the annual election of the directors of the Corporation, each holder of stock of the Corporation shall be entitled to a number of votes equal to the product of (i) the number of directors to be elected at such annual election of the directors of the Corporation, multiplied by (ii) the number of shares of stock held by such stockholder (and each stockholder shall be entitled to cast all such votes at such annual election of the directors of the Corporation in favor of a single candidate or to distribute such votes among any number of candidates).

ARTICLE VI: INDEMNIFICATION

The Corporation shall, to the fullest extent permitted by the General Corporation Law of Delaware (including, without limitation Section 102 and Section 145 of the General Corporation Law of Delaware, as amended from time to time), indemnify, reimburse and advance expenses to all persons whom it may indemnify, reimburse and advance expenses pursuant thereto. The rights provided for in this ARTICLE VI shall not be deemed exclusive of any other rights to which those entitled to receive indemnification, reimbursement or advancement of expenses hereunder may be entitled under any Bylaw of the Corporation, agreement, vote or consent of stockholders or disinterested directors or otherwise. Any repeal, amendment or modification of this Article VI shall be prospective only and shall not limit or otherwise adversely affect the rights or protections of any such person or the obligations of the Corporation with respect to any claim arising from or related to the services of such person in any of the foregoing capacities prior to any such repeal, amendment or modification.

No director shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided, however, that this provision shall not eliminate or limit the liability of a director: (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the General Corporation Law of Delaware; or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of Delaware is subsequently amended 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 of Delaware, as so amended. Any repeal, amendment or modification of this Article VI shall be prospective only and shall not limit or otherwise adversely affect any right or protection of a director of the Corporation existing at the time of such repeal, amendment or modification.

ARTICLE VII: AMENDMENTS TO BYLAWS

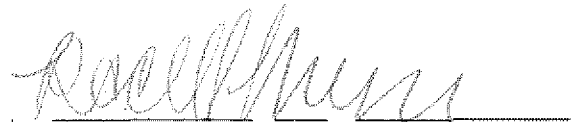
The Bylaws of the Corporation may be altered, amended or repealed and new bylaws may be adopted by the Board of Directors of the Corporation at any regular or special meeting of the Board of Directors of the Corporation.

ARTICLE VIII: INCORPORATOR

The name and mailing address of the incorporator are as follows: McGrath North Mullin & Kratz, PC LLO, c/o Rachel C. Meyer, 1601 Dodge Street, Suite 3700, Omaha, Nebraska 68102.

I, the undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do hereby make, file and record this Certificate, and certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 31st day of December, 2019.

**MCGRATH NORTH MULLIN & KRATZ, PC
LLO, Incorporator**



RACHEL C. MEYER, Authorized Representative