

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YourEncore, Inc.		12/31/2020	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	YourEncore, Inc.		
Street Address:	20 N. Meridian Street		
Internal Address:	Suite 802		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3129005	YOURENCORE	
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>			
Phone:	6174821776		
Email:	trademark@goulstonstorrs.com		
Correspondent Name:	Andrew J. Ferren		
Address Line 1:	C/O GOULSTON & STORRS PC		
Address Line 2:	400 ATLANTIC AVENUE		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Andrew J. Ferren		
SIGNATURE:	/Andrew J. Ferren/		
DATE SIGNED:	07/29/2021		
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 INCORPORATION OF
"YOURENCORE, INC." FILED IN THIS OFFICE ON THE THIRTY-FIRST
DAY OF DECEMBER, A.D. 2020, AT 9:10 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

4591512 8100F
SR# 20208804947

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

Authentication: 204455252
Date: 12-31-20

TRADEMARK
REEL: 007369 FRAME: 0504

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF AN INDIANA CORPORATION UNDER THE NAME OF "YOURENCORE, INC" TO A DELAWARE CORPORATION, CHANGING ITS NAME FROM "YOURENCORE, INC" TO "YOURENCORE, INC.", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2020, AT 9:10 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

4591512 8100F
SR# 20208804947

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

Authentication: 204455252
Date: 12-31-20

TRADEMARK
REEL: 007369 FRAME: 0505

**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 Indiana.
2. The jurisdiction immediately prior to filing this Certificate is Indiana.
3. The date the Non-Delaware Corporation first formed is September 4, 2003.
4. The name of the Non-Delaware Corporation immediately prior to filing this Certificate is YourEncore, Inc.
5. The name of the Corporation as set forth in the Certificate of Incorporation is YourEncore, Inc.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Non-Delaware Corporation has executed this certificate on the 31st day of December.

YOURENCORE, INC.

By: Brad Lawson

Name: Brad Lawson

Title: President

TRADEMARK

REEL: 007369 FRAME: 0507

STATE *of* DELAWARE

CERTIFICATE OF INCORPORATION

OF

YOURENCORE, INC.

ARTICLE I

Name

The name of the Corporation is YourEncore, Inc. (the "Corporation").

ARTICLE II

Shares

Section 2.01. Number. The total number of shares of all classes of stock which the Corporation is authorized to issue is Fifteen Million Five Hundred Sixty-Five Thousand Three Hundred Twenty-Nine (15,565,329) shares. Fourteen Million Seven Hundred Forty-Three Thousand One Hundred Eighty-Three (14,743,183) shares shall be Class A Common Stock with a par value of \$0.001. Eight Hundred Twenty-Two Thousand One Hundred Forty-Six (822,146) shares shall be Preferred Stock, all of which are hereby designated "Series A Convertible Preferred Stock" (the "Series A Preferred Stock") with a par value of \$3.91 and with the rights, preferences, powers, privileges and restrictions, qualifications and limitations set forth in Article V below and elsewhere in these Articles of Incorporation.

ARTICLE III

Registered Office, Registered Agent, Sole Incorporator, and Purpose

Section 3.01. Registered Office. The registered office of this Corporation in the State of Delaware is located at: c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, County of New Castle, DE 19801.

Section 3.02. Registered Agent. The name of the registered agent at such address is The Corporation Trust Company.

Section 3.03 Sole Incorporator. The name and mailing address of the incorporator is: Erin Cunningham c/o Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036.

Section 3.04 Purpose. The purpose of this Corporation 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 "DGCL").

ARTICLE IV
Class A Common Stock

Section 4.01, General. The voting, dividend and liquidation rights of the holders of the Class A Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Series A Preferred Stock set forth herein.

Section 4.02, Voting. The holders of the Class A Common Stock are entitled to one (1) vote for each share of Class A Common Stock held at all meetings of shareholders (and written actions in lieu of meetings).

ARTICLE V
Series A Preferred Stock

Section 5.01, Dividends. The holders of shares of Series A Preferred Stock shall be entitled to receive any dividends that the Board of Directors from time to time may, in its discretion, declare and pay on the shares of Series A Preferred Stock, but shall not be entitled to receive any other dividends or to participate in any other or additional earnings or profits of the Corporation.

Section 5.02, Liquidation.

(a) **General Preference and Priority.** Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (each, a “Liquidity Event”), each holder of Series A Preferred Stock shall be entitled to be paid, before any distribution or payment is made upon any Junior Securities, an amount in cash equal to the greater of (i) the aggregate Liquidation Value of all shares of Series A Preferred Stock then held by such holder plus all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series A Preferred Stock been converted into Class A Common Stock pursuant to Section 5.06(a)(i) immediately prior to such Liquidity Event. If, upon any such Liquidity Event, the Corporation’s assets to be distributed among the holders of the Series A Preferred Stock are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid pursuant to this Section 5.02, then the entire assets available to be distributed to the Corporation’s shareholders shall be distributed pro rata among such holders of Series A Preferred Stock based upon the aggregate Liquidation Value (plus all declared and unpaid dividends thereon) of the Series A Preferred Stock held by each such holder.

(b) **Deemed Liquidations.** For purposes of this Section 5.02, any Change of Control Transaction shall (unless otherwise determined by the Majority Series A Investors) be deemed to be a Liquidity Event, and each holder of Series A Preferred Stock shall be entitled to receive in connection therewith payment from the Corporation (or the successor or purchasing entity) of an amount in cash equal to the aggregate amount specified herein that such holders would have received upon a liquidation, dissolution and winding up of the Corporation in accordance with this Section 5.02. If a Change of Control Transaction involves the payment by a successor or purchasing entity to the Corporation’s shareholders of consideration in whole or in part other than cash, then at the election of the Majority Series A Investors the amounts payable to the holders of Series A Preferred Stock pursuant to this Section 5.02 shall be paid in the same form of consideration that is paid to the Corporation’s other shareholders, and if any of the Corporation’s other shareholders are given an option as to the form of consideration to be received, then all holders of Series A Preferred Stock shall be given the same option (with it being understood that the value of any such non-cash consideration shall be determined as provided in Section 5.06(c)(v) or, at the election of the Majority Series A Investors, as may be

provided in the definitive agreement(s) entered into in connection with any such Change of Control Transaction).

(c) Allocation of Escrow. In the event of a Liquidity Event, if any portion of the consideration payable to the shareholders of the Corporation is placed into escrow and/or is payable to the shareholders of the Corporation subject to contingencies, then unless the Majority Series A Investors waive such treatment, the purchase or merger or other agreement effecting such Liquidity Event shall provide that (i) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation as follows: (A) the holders of Series A Preferred Stock shall be entitled to be paid an amount equal to the aggregate Liquidation Value of all shares of Series A Preferred Stock then outstanding before any payment is made to the holders of Class A Common Stock and (B) the remaining portion of the Initial Consideration shall be allocated among the holders of Series A Preferred Stock and Class A Common Stock, pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to Class A Common Stock pursuant to the terms of these Articles of Incorporation immediately prior to such Liquidity Event; and (ii) any additional consideration which becomes payable to the shareholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with this Article V after taking into account the previous payment of the Initial Consideration as part of the same transaction.

(d) Effecting a Liquidity Event. The Corporation shall not be permitted to effect a Liquidity Event in which the shareholders of the Corporation receive consideration from such Liquidity Event unless the agreement(s) for such Liquidity Event 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 Section 5.02. In the event of a Liquidity Event involving another Person, the date of the Liquidity Event shall be deemed to be the date such transaction closes.

Section 5.03. Priority of Series A Preferred Stock on Dividends and Redemptions. So long as any Series A Preferred Stock remains outstanding, without the prior written consent of the Majority Series A Investors, the Corporation shall not, nor shall it permit any Subsidiary to, redeem, purchase or otherwise acquire directly or indirectly any Junior Securities (other than (i) repurchases or redemptions of the Series A Preferred Stock pursuant to Section 5.04 below, (ii) repurchases or redemptions of any Junior Securities pursuant to and in accordance with Section 8.04 of the Company's 2006 Long-Term Equity Incentive Plan, effective as of November 15, 2006 (as the same may be amended from time to time) or (iii) other repurchases or redemptions of Junior Securities in an amount that does not exceed \$300,000 in the aggregate in any fiscal year), nor shall the Corporation directly or indirectly, pay or declare any dividend or make any distribution upon any Junior Securities.

Section 5.04. Redemption.

(a) Corporation Redemption Right. At any time after the date hereof, the Corporation may elect to repurchase all (but not less than all) of the shares of Series A Preferred Stock and any securities issued in respect thereof by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization, at a price per share equal to the Redemption Value, by delivering written notice of such election to the holders of Series A Preferred Stock and any securities issued in respect thereof by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization at least two (2) days prior to the

proposed Redemption Date, specifying the Redemption Value, the proposed Redemption Date and the place at which payment may be obtained and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing such holder's shares of Series A Preferred Stock and any securities issued in respect thereof by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization (the "Redemption Notice"). The Corporation shall redeem, and each holder of such securities shall sell to the Company, all of the shares of Series A Preferred Stock and any securities issued in respect thereof by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization, at the Redemption Value, on the Redemption Date.

(b) Redemption Upon Request. At any time on or after October 15, 2019, the Majority Series A Investors may require redemption of all (but not less than all) of the shares of Series A Preferred Stock and any securities issued in respect thereof by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization, at a price per share equal to the Redemption Value, by delivering written notice of such request to the Corporation at least 90 days prior to the proposed Redemption Date specified in such written notice. For the avoidance of doubt, such written notice may be delivered at any time on or after the date that is 90 days prior to October 15, 2019. No later than 30 days prior to the proposed Redemption Date, the Corporation shall deliver a Redemption Notice to each other holder of Series A Preferred Stock and any securities issued in respect thereof by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization, specifying the Redemption Value, the proposed Redemption Date and the place at which payment may be obtained and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing such holder's shares of Series A Preferred Stock and any securities issued in respect thereof by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization. The Corporation shall redeem all of the shares of Series A Preferred Stock and any securities issued in respect thereof by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization, at the Redemption Value, on the proposed Redemption Date.

(c) Redemption Value and Procedures. The Corporation shall be required to redeem on the proposed Redemption Date each share of Series A Preferred Stock for which a Redemption Notice has been delivered in accordance with Section 5.04(a) or a request for redemption has been delivered in accordance with Section 5.04(b) at a price per share equal to the Redemption Value thereof, payable in immediately available funds. "Redemption Value" shall mean, with respect to each share of Series A Preferred Stock, an amount equal to the Liquidation Value; provided, that if the Company repurchases all outstanding shares of Series A Preferred Stock pursuant to Section 5.04(a) on or before December 31, 2016, the "Redemption Value" shall mean, with respect to each share of Series A Preferred Stock, \$1.52041122, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock, plus any declared and unpaid dividends thereon. Each holder of shares of Series A Preferred Stock on the Redemption Date shall surrender to the Corporation the certificate or certificates representing such shares of Series A Preferred Stock, in the manner and at the place designated in the Redemption Notice, and thereupon the aggregate Redemption Value of such shares of Series A Preferred Stock shall be payable to the order of the Person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled.

(d) Payment of Redemption Value. The Redemption Value due to each holder

of Series A Preferred Stock and any securities issued in respect thereof by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization, shall be payable by wire transfer of immediately available funds to an account designated by such holder of Series A Preferred Stock.

(e) Effect of Redemption. From and after the date as of which the holders of Series A Preferred Stock have received delivery in full of the Redemption Value by payment in cash, all rights of such holder, as a holder of Series A Preferred Stock, shall cease and terminate with respect to such redeemed shares of Series A Preferred Stock, and such redeemed shares of Series A Preferred Stock shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever, whether or not the certificate or certificates representing such shares have been received by the Corporation.

(f) Default. In the event the Corporation fails to fully satisfy its obligation set forth in this Section 5.04 on the Redemption Date, whether or not such payment is legally permissible or is prohibited by any agreement to which the Corporation is subject, then the Corporation shall become obligated to pay the holder of unredeemed shares of Series A Preferred Stock, in addition to the Redemption Value for such unredeemed shares specified in Section 5.04(c), interest on the aggregate unpaid balance of such Redemption Value, which shall accrue beginning on the Redemption Date, at a rate of 14.8% per annum, compounded quarterly, until the Redemption Value for all such unredeemed shares is paid in full.

(g) Other Redemptions or Acquisitions. The shares of Series A Preferred Stock shall not be redeemable or otherwise repurchasable by the Corporation or any of its Subsidiaries, except as set forth in this Section 5.04 or as otherwise agreed to by the Majority Series A Investors.

Section 5.05. Voting Rights.

(a) General. The holders of Series A Preferred Stock shall be entitled to notice of all shareholder meetings in accordance with the Corporation's bylaws, and, in addition to any circumstances in which the holders of Series A Preferred Stock shall be entitled to vote as a separate class, the holders of Series A Preferred Stock shall be entitled to vote on all matters (including the election of directors) submitted to the shareholders for a vote together with the holders of the Class A Common Stock voting together as a single class with each share of Class A Common Stock entitled to one vote per share and each share of Series A Preferred Stock entitled to a number of votes (including fractions thereof) equal to the number of shares of Class A Common Stock (including fractions thereof) issuable upon conversion of such share of Series A Preferred Stock as of the record date for such vote (or, if no record date is specified, as of the date of such vote).

(b) Election of Directors. The holders of Series A Preferred Stock together with the holders of the Class A Common Stock voting together as a single class with each share of Class A Common Stock entitled to one vote per share and each share of Series A Preferred Stock entitled to a number of votes (including fractions thereof) equal to the number of shares of Class A Common Stock (including fractions thereof) issuable upon conversion of such share of Series A Preferred Stock as of the record date for such vote (or, if no record date is specified, as of the date of such vote) shall be entitled to elect the directors of the Corporation.

(c) Other Voting Rights. The holders of Series A Preferred Stock also shall be entitled to the special voting and approval rights set forth in the Series A Preferred Rights Agreement.

Section 5.06. Conversion.

(a) **Conversion Procedure.**

(i) At any time and from time to time, any holder of Series A Preferred Stock may convert all or any portion of the shares of Series A Preferred Stock (including any fraction of a share) held by such holder into a number of shares of Conversion Stock computed by multiplying the number of shares of Series A Preferred Stock to be converted by the Series A Original Issue Price and dividing the result by the Series A Conversion Price then in effect.

(ii) Except as otherwise provided herein, each conversion of shares of Series A Preferred Stock shall be deemed to have been effected as of the close of business on the date on which the certificate or certificates representing the shares of shares of Series A Preferred Stock to be converted have been surrendered for conversion at the principal office of the Corporation. At the time any such conversion has been effected, the rights of the holder of the shares of Series A Preferred Stock converted as a holder of Series A Preferred Stock shall cease and the Person or Persons in whose name or names any certificate or certificates for shares of Conversion Stock are to be issued upon such conversion shall be deemed to have become the holder or holders of record of the shares of Conversion Stock represented thereby.

(iii) Notwithstanding any other provision hereof, if a conversion of Series A Preferred Stock is to be made in connection with a Change of Control Transaction, Public Offering (other than a Qualified Public Offering) or other transaction affecting the Corporation or a holder of Series A Preferred Stock, the conversion of any shares of Series A Preferred Stock may, at the election of the holder thereof, be conditioned upon the consummation of such event or transaction, in which case such conversion shall not be deemed to be effective until such event or transaction has been consummated.

(iv) Promptly (and in any event within three business days after a conversion has been effected, the Corporation shall deliver to the converting holder (or the converting holder's designee):

(A) cash in an amount of all declared and unpaid dividends on the shares of Series A Preferred Stock converted;

(B) cash in the amount payable pursuant to Section 5.06(a)(ix) with respect to such conversion;

(C) a certificate or certificates representing the number of shares of Conversion Stock issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and

(D) a certificate representing any shares of Series A Preferred Stock which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted.

(v) If the Corporation is not permitted under applicable law to pay any portion of any declared and unpaid dividends on the Series A Preferred Stock being converted, the Corporation shall pay such dividends to the converting holder as soon thereafter as funds of the Corporation are legally available for such payment. At the request of any such converting holder, the Corporation shall provide such holder with written evidence of its obligation to pay such dividends to such holder.

(vi) The issuance of certificates for shares of Conversion Stock upon conversion of Series A Preferred Stock shall be made without charge to the holders of such Series A Preferred Stock for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares of Conversion Stock; provided, however, the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Conversion Stock in a name other than that in which the shares of Series A Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the Person requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid. Upon conversion of each share of Series A Preferred Stock, the Corporation shall take all such actions as are necessary in order to ensure that the Conversion Stock issuable with respect to such conversion shall be validly issued, fully paid and nonassessable, free and clear of all taxes (other than any taxes relating to any dividends paid in connection with such conversion), liens, charges and encumbrances with respect to the issuance thereof.

(vii) The Corporation shall not close its books against the transfer of Series A Preferred Stock or of Conversion Stock issued or issuable upon conversion of any Series A Preferred Stock in any manner which interferes with the timely conversion of the Series A Preferred Stock. The Corporation shall assist and cooperate with any holder of Series A Preferred Stock required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares of Series A Preferred Stock hereunder (including making any filings required to be made by the Corporation and the Corporation shall pay all filing fees and expenses payable by the Corporation in connection therewith).

(viii) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Conversion Stock, solely for the purpose of issuance upon the conversion of the Series A Preferred Stock, such number of shares of Conversion Stock issuable upon the conversion of all outstanding shares of Series A Preferred Stock. All shares of Conversion Stock which are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens, charges and encumbrances. The Corporation shall take all such actions as may be necessary to assure that all such shares of Conversion Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Conversion Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance). The Corporation shall not take any action which would cause the number of authorized but unissued shares of Conversion Stock to be less than the number of such shares required to be reserved hereunder for issuance upon conversion of the Series A Preferred Stock.

(ix) If any fractional interest in a share of Conversion Stock would, except for the provisions of this Section 5.06(a)(ix), be delivered upon any conversion of Series A Preferred Stock, then the Corporation, in lieu of delivering the fractional share therefor, shall pay an amount to the holder thereof equal to the Fair Market Value of such fractional interest as of the date of conversion.

(x) The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, 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 the Corporation, but will at all times in good faith assist in carrying out the provisions of this Section

5.06 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 Series A Preferred Stock against impairment.

(b) Series A Conversion Price.

(i) The initial "Series A Conversion Price" shall be \$3.91. In order to prevent dilution of the conversion rights granted under this Section 5.06, the Series A Conversion Price shall be subject to adjustment from time to time pursuant to this Section 5.06(b).

(ii) If and whenever on or after the original date of issuance of the first share of Series A Preferred Stock issued the Corporation issues or sells, or in accordance with Section 5.06(c) is deemed to have issued or sold, any shares of its Class A Common Stock without consideration or for a consideration per share less than the Series A Conversion Price in effect immediately prior to the time of such issue or sale, then immediately upon such issue or sale, or deemed issue or sale, the Series A Conversion Price shall be reduced to the Series A Conversion Price (calculated to the nearest cent) determined by dividing (a) the sum of (1) the product derived by multiplying the Series A Conversion Price in effect immediately prior to such issue or sale by the number of shares of Class A Common Stock Deemed Outstanding immediately prior to such issue or sale, or deemed issue or sale, plus (2) the consideration, if any, received by the Corporation upon such issue or sale, or deemed issue or sale, by (b) the number of shares of Class A Common Stock Deemed Outstanding immediately after such issue or sale, or deemed issue or sale. Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate.

(iii) Notwithstanding the foregoing, there shall be no adjustment in the Series A Conversion Price as a result of any issue or sale (or deemed issue or sale) of:

(A) shares of Class A Common Stock issued upon the exercise or conversion of Options or Convertible Securities that are outstanding as of the date hereof and were issued to employees, directors or service providers of the Corporation or its Subsidiaries;

(B) Options to acquire shares of Class A Common Stock and shares of Class A Common Stock issued or issuable upon exercise thereof, in each case issued after the date hereof to employees, directors or service providers of the Company or its Subsidiaries pursuant to any Equity Incentive Plan;

(C) shares of Class A Common Stock issuable upon the conversion of the Series A Preferred Stock;

(D) shares of Class A Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split or other distribution on the shares of Class A Common Stock that is covered by Section 5.06(d) or Section 5.06(V);

Offering;

(E) shares of Class A Common Stock issued in a Qualified Public

(F) shares of Class A Common Stock issued or issuable as consideration for the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or pursuant to a joint venture agreement;

provided that, in each case, that such issuances are approved by the Board;

(G) up to an aggregate of 1,000 shares of Class A Common Stock issued or issuable to banks, equipment lessors or other financial institutions pursuant to a debt financing or commercial leasing transaction approved by the Board; and

(H) shares of Class A Common Stock issuable upon exercise of any warrant to purchase shares of Class A Common Stock, which such warrant is either (i) outstanding on the date hereof or (ii) issued after the date hereof in compliance with these Articles of Incorporation.

(iv) Notwithstanding anything herein to the contrary, any downward adjustment of the Series A Conversion Price may be waived by the written consent or vote of the Majority Series A Investors, either before or after the issuance causing such adjustment. Any such waiver shall bind all future holders of shares of Series A Preferred Stock.

(c) Effect on Series A Conversion Price of Certain Events. For purposes of determining the adjusted Series A Conversion Price under Section 5.06(b), the following shall be applicable:

(i) Issuance of Rights or Options. If the Corporation in any manner grants or sells any Options and the price per share for which Class A Common Stock is issuable upon the exercise of such Options, or upon conversion or exchange of any Convertible Securities issuable upon exercise of such Options, is less than the Series A Conversion Price in effect immediately prior to the time of the granting or sale of such Options, then the total maximum number of shares of Class A Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such Options shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the granting or sale of such Options for such price per share. For purposes of this Section 5.06(c)(i), the “price per share for which Class A Common Stock is issuable” shall be determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the granting or sale of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon exercise of all such Options, plus in the case of Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the issuance or sale of such Convertible Securities and the conversion or exchange thereof, by (B) the total maximum number of shares of Class A Common Stock issuable upon the exercise of such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options. No further adjustment of the Series A Conversion Price shall be made when Convertible Securities are actually issued upon the exercise of such Options or when Class A Common Stock is actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the Corporation in any manner issues or sells any Convertible Securities and the price per share for which Class A Common Stock is issuable upon conversion or exchange thereof is less than the Series A Conversion Price in effect immediately prior to the time of such issue or sale, then the maximum number of shares of Class A Common Stock issuable upon conversion or exchange of such Convertible Securities shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this Section 5.06(c)(ii), the “price per share for which Class A Common Stock is issuable” shall be determined by dividing (A) the total amount received or

receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (B) the total maximum number of shares of Class A Common Stock issuable upon the conversion or exchange of all such Convertible Securities. No further adjustment of the Series A Conversion Price shall be made when Class A Common Stock is actually issued upon the conversion or exchange of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustments of the Series A Conversion Price had been or are to be made pursuant to other provisions of this Section 5.06, no further adjustment of the Series A Conversion Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Conversion Rate. If the purchase price provided for in any Options, the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities or the rate at which any Convertible Securities are convertible into or exchangeable for Class A Common Stock changes at any time, the Series A Conversion Price in effect at the time of such change shall be immediately adjusted to the Series A Conversion Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold. For purposes of this Section 5.06(c)(iii), if the terms of any Option or Convertible Security which was outstanding as of the date of issuance of the Series A Preferred Stock are changed in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the Class A Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such change; provided that no such change shall at any time cause the Series A Conversion Price hereunder to be increased.

(iv) Treatment of Expired Options and Unexercised Convertible Securities. Upon the expiration of any Option or the termination of any right to convert or exchange any Convertible Security without the exercise of any such Option or right, the Series A Conversion Price then in effect hereunder shall be adjusted immediately to the Series A Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Security, to the extent outstanding immediately prior to such expiration or termination, never been issued. For purposes of this Section 5.06(c)(iv), the expiration or termination of any Option or Convertible Security which was outstanding as of the date of issuance of the Series A Preferred Stock shall not cause the Series A Conversion Price hereunder to be adjusted unless, and only to the extent that, a change in the terms of such Option or Convertible Security caused it to be deemed to have been issued after the date of issuance of the Series A Preferred Stock.

(v) Calculation of Consideration Received. If any Class A Common Stock, Option or Convertible Security is issued or sold, or deemed to have been issued or sold, for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor (net of discounts, commissions and related expenses). If any Class A Common Stock, Option or Convertible Security is issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be the fair value of such consideration, except where such consideration consists of securities, in which case the amount of consideration received by the Corporation shall be the Fair Market Value thereof as of the date of receipt. If any Class A Common Stock, Option or Convertible Security is issued to the owners of the non-surviving entity in connection with any merger in which the Corporation is the surviving corporation, the amount of consideration therefor shall be deemed to be the fair value of the portion of the net assets of the non-surviving entity that is attributable to such Class A Common Stock, Option or Convertible Security, as the case may be. The fair value

of any consideration or net assets other than cash and securities (and, if applicable, the portions thereof attributable to any such stock or securities) shall be determined jointly by the Corporation and the Majority Series A Investors. If such parties are unable to reach agreement within a reasonable period of time, the fair value of such consideration shall be determined by an independent appraiser experienced in valuing such type of consideration jointly selected by the Corporation and the Majority Series A Investors. The determination of such appraiser shall be final and binding upon the parties, and the fees and expenses of such appraiser shall be borne by the Corporation.

(vi) Integrated Transactions. In case any Option is issued in connection with the issue or sale of other securities of the Corporation, together comprising one integrated transaction in which no specific consideration is allocated to such Option by the parties thereto, the Option shall be deemed to have been issued for a consideration of \$0.01.

(vii) Treasury Shares. The number of shares of Class A Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation or any Subsidiary, and the disposition of any shares so owned or held shall be considered an issue or sale of Class A Common Stock.

(viii) Record Date. If the Corporation takes a record of the holders of Class A Common Stock for the purpose of entitling them (a) to receive a dividend or other distribution payable in Class A Common Stock, Options or in Convertible Securities or (b) to subscribe for or purchase Class A Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Class A Common Stock deemed to have been issued or sold upon the declaration of such dividend or upon the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(d) Subdivision or Combination of Class A Common Stock. If the Corporation at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Class A Common Stock into a greater number of shares, the Series A Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and if the Corporation at any time combines (by reverse stock split or otherwise) one or more classes of its outstanding shares of Class A Common Stock into a smaller number of shares, the Series A Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(e) Organic Change. Prior to the consummation of any Organic Change, the Corporation shall make appropriate provisions (in form and substance satisfactory to the Majority Series A Investors) to ensure that (i) the Series A Preferred Stock shall not be cancelled or retired as a result of such Organic Change and each of the holders of the Series A Preferred Stock shall thereafter have the right to acquire and receive, in lieu of or in addition to (as the case may be) the shares of Conversion Stock immediately theretofore acquirable and receivable upon the conversion of such holder's Series A Preferred Stock, such shares of stock, securities or assets as such holder would have received in connection with such Organic Change if such holder had converted its Series A Preferred Stock immediately prior to such Organic Change (plus all declared and unpaid dividends on the Series A Preferred Stock held by such holder immediately prior to such Organic Change) and (ii) the rights, preferences and privileges of the Series A Preferred Stock are otherwise preserved. In each such case, the Corporation shall also make appropriate provisions (in form and substance satisfactory to the Majority Series A Investors) to ensure that the provisions of this Section 5.06 and Section 5.07 shall thereafter be

applicable to the Series A Preferred Stock, as nearly as reasonably may be, in relation to any securities, cash or other property thereafter deliverable upon the conversion of the Series A Preferred Stock. The Corporation shall not effect any such Organic Change, unless prior to the consummation thereof, the successor entity (if other than the Corporation) resulting from consolidation or merger or the entity purchasing such assets assumes by written instrument (in form and substance satisfactory to the Majority Series A Investors), the obligation to deliver to each such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to acquire. Each holder of Series A Preferred Stock shall have the right to elect the benefits of this Section 5.06(e) or, to the extent applicable, Section 5.02(b) or Section 5.05(b) in connection with any such Organic Change.

(f) Certain Events. If any event occurs of the type contemplated by the provisions of this Section 5.06 but not expressly provided for by such provisions (including the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then the Board of Directors of the Corporation shall make an appropriate adjustment in the Series A Conversion Price so as to protect the rights of the holders of Series A Preferred Stock; provided that no such adjustment shall increase the Series A Conversion Price as otherwise determined pursuant to this Section 5.06 or decrease the number of shares of Conversion Stock issuable upon conversion of each share of Series A Preferred Stock.

(g) Notices.

(i) Promptly following any adjustment of the Series A Conversion Price or the Conversion Price or any series or class of Junior Securities, the Corporation (at its expense) shall give written notice thereof to all holders of Series A Preferred Stock, setting forth in reasonable detail and certifying the calculation of such adjustment.

(ii) Promptly following the written request of any holder, the Corporation (at its expense) shall provide such holder with a certified notice of (A) any past adjustments or readjustments to the Series A Conversion Price, (B) the Series A Conversion Price then in effect and (C) the number of shares of Conversion Stock and the amount, if any, of other property which at the time would be received by such holder upon conversion of the Series A Preferred Stock.

(iii) The Corporation shall give written notice to all holders of Series A Preferred Stock at least 10 days prior to the date on which the Corporation closes its books or takes a record (A) with respect to any dividend or distribution upon Class A Common Stock, (B) with respect to any pro rata subscription offer to holders of Class A Common Stock or (C) for determining rights to vote with respect to any Organic Change, dissolution or liquidation.

(iv) The Corporation shall also give written notice to the holders of Series A Preferred Stock at least 10 days prior to the date on which any Organic Change shall take place.

(h) Mandatory Conversion. All of the outstanding shares of Series A Preferred Stock shall automatically convert into Conversion Stock upon the consummation of a Qualified Public Offering. Any such mandatory conversion shall be effected only at the time of and subject to the consummation of the sale of shares pursuant to such Qualified Public Offering upon written notice of such mandatory conversion delivered to all holders of Series A Preferred Stock at least seven days prior to the consummation of such Qualified Public Offering.

Section 5.07. Purchase Rights. If at any time the Corporation grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Class A Common Stock (the “Purchase Rights”), then each holder of Series A Preferred Stock shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such holder could have acquired if such holder had held the number of shares of Conversion Stock acquirable upon conversion of such holder’s shares of Series A Preferred Stock immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or if no such record is taken, the date as of which the record holders of Class A Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

Section 5.08. Registration of Transfer. The Corporation shall keep at its principal office a register for the registration of the Series A Preferred Stock. Upon the surrender of any certificate representing shares of Series A Preferred Stock at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation’s expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of Series A Preferred Stock represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of Series A Preferred Stock as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate.

Section 5.09. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Series A Preferred Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Series A Preferred Stock represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

ARTICLE VI Definitions

“AKKR Equity” has the meaning set forth in the Investor Rights Agreement.

“AKKR Investors” means Accel-KKR Growth Capital Partners, L.P. and Accel-KKR Members Fund, LLC

“Change of Control Transaction” means (i) the acquisition of the Corporation by another Person by means of any transaction or series of related transactions to which the Corporation is party (including any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of related transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, as a result of shares in the Corporation held by such holders prior to such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Corporation or such other surviving or

resulting entity (or if the Corporation or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent); (ii) a sale, lease, conveyance, exclusive license, or other disposition of all or substantially all of the assets of the Corporation and its Subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease, conveyance, exclusive license or other disposition is to a wholly-owned subsidiary of the Corporation; or (iii) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary; provided, however, that with respect to clauses (i) and (ii) no transactions among the Corporation or any shareholder of the Corporation and (x) with respect to any shareholder of the Corporation that is an individual, such shareholder's spouse, children and/or relatives, or more trusts established for the benefit of any or all such persons, or (y) with respect to any shareholder of the Company which is a partnership, corporation, limited liability company or trust, such shareholder's (A) Affiliates (as defined in the Investor Rights Agreement), (B) current or former general or limited partners, shareholders, officers, directors, employees, members or beneficiaries, or (C) an entity owned by or organized solely for the benefit of such shareholder or its Affiliates (as defined in the Investor Rights Agreement), current or former general or limited partners, shareholders, officers, directors, employees, members, trustees or beneficiaries (or any spouse or relative of such trustees or beneficiaries), as applicable, shall be deemed to constitute a Change of Control Transaction.

"Class A Common Stock" means the Corporation's Class A Common Stock, that shall have a par value of \$0.001, and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Class A Common Stock Deemed Outstanding" means, at any given time, the number of shares of Class A Common Stock actually outstanding at such time, plus the number of shares of Class A Common Stock issuable upon the exercise or conversion of the outstanding Options or Convertible Securities whether or not such Options or Convertible Securities are actually exercisable at such time, plus the number of shares of Class A Common Stock issuable upon conversion of all outstanding shares of Series A Preferred Stock.

"Conversion Stock" means shares of the Class A Common Stock; provided that if there is a change such that the securities issuable upon conversion of the Series A Preferred Stock are issued by an entity other than the Corporation or there is a change in the type or class of securities so issuable, then the term "Conversion Stock" shall mean one share of the security issuable upon conversion of the Series A Preferred Stock if such security is issuable in shares, or shall mean the smallest unit in which such security is issuable if such security is not issuable in shares.

"Convertible Securities" means any stock or securities (other than Options) directly or indirectly convertible into or exchangeable for Class A Common Stock.

"Equity Incentive Plan" means the Corporation's 2006 Long-Term Equity Incentive Plan and any employee option or stock incentive plan that may be adopted by the Corporation's Board of Directors from time to time, pursuant to which the Corporation may grant Class A Common Stock and/or options to purchase Class A Common Stock to officers, directors, employees and consultants of the Corporation.

“Fair Market Value” of any security means: (i) with respect to any securities, the average of the closing prices of such security’s sales on all securities exchanges on which such security may at the time be listed, or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the highest bid and lowest asked prices on such day in the domestic over-the- counter market as reported by Pink OTC Markets, Inc., or any similar successor organization, in each such case averaged over a period of 21 days consisting of the day as of which “Fair Market Value” is being determined and the 20 consecutive business days prior to such day; provided that if such security is listed on any domestic securities exchange, the term “business days” as used in this sentence means business days on which such exchange is open for trading; and (ii) with respect to any other property (other than cash), the fair market value thereof determined by the Board of Directors of the Corporation in good faith. If at any time such security is not listed on any securities exchange or quoted in the over-the- counter market, the “Fair Market Value” shall be the fair value thereof determined by the Board of Directors of the Corporation in good faith (without applying any marketability, minority or other discounts and, if a security of the Corporation, determined in a manner consistent with this definition).

“Investor Rights Agreement” means that certain Amended and Restated Investor Rights Agreement, dated as of October 20, 2016, by and among the Corporation, the AKKR Investors and the other shareholders of the Corporation named therein, as the same may be amended from time to time in accordance with its terms.

“Junior Securities” means any capital stock or other equity securities of the Corporation, except for the Series A Preferred Stock.

“Liquidation Value” of any share of Series A Preferred Stock as of any particular date shall be equal to \$3.04082243 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock, plus any declared and unpaid dividends thereon. For the avoidance of doubt, no dividend paid on any share of Series A Preferred Stock shall constitute an offset to or credit against such share’s Liquidation Value.

“Majority Series A Investors” means the holders of a majority of the then-outstanding Series A Preferred Stock.

“Options” means any rights, warrants or options to subscribe for or purchase Class A Common Stock or Convertible Securities.

“Organic Change” means any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Corporation’s assets or other transaction, in each case which is effected in such a manner that the holders of Class A Common Stock (but not the Series A Preferred Stock) are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Class A Common Stock.

“Person” means an individual, a partnership, a corporation, a limited liability company, a limited liability, an association, a joint stock company, a trust, a joint venture, an unincorporated

organization and a governmental entity or any department, agency or political subdivision thereof.

“Public Offering” means any offering by the Corporation of its capital stock or equity securities to the public pursuant to an effective registration statement under the Securities Act of 1933, as then in effect, or any comparable statement under any similar federal statute then in force.

“Purchase Agreement” means that certain Stock Purchase Agreement, dated as of September 26, 2011 by and among the Corporation and the other Persons named therein, as such agreement may be amended, modified or waived from time to time in accordance with its terms.

“Qualified Public Offering” means a Public Offering underwritten on a firm commitment basis by a nationally recognized investment bank in which all of the following are satisfied: (i) each of the AKKR Investors and any other holder of AKKR Equity shall have received (or waived in writing the right to receive) cash proceeds as selling shareholders in such Public Offering (net of discounts, commissions and expenses) of at least the Liquidation Value per share of Series A Preferred Stock (or the related Conversion Stock) held by such holder; and (iii) the price per share paid by the public in such Public Offering will be an amount not less than Liquidation Value (as appropriately adjusted for stock splits, stock combinations, stock dividends and the like with respect to the Class A Common Stock).

“Redemption Date” means, as to any share of Series A Preferred Stock, the date specified or determined herein on which the Corporation elects or is required to redeem such share of Series A Preferred Stock.

“Series A Original Issue Price” means \$3.91 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock.

“Series A Preferred Rights Agreement” means that certain Amended and Restated Series A Preferred Rights Agreement, dated as of October 20, 2016, by and among the Corporation and the AKKR Investors named therein, as such agreement may be amended, modified or waived from time to time in accordance with its terms.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the managing general partner of such limited liability company, partnership, association or other business entity.

ARTICLE VII
Indemnification

Section 7.01. Rights to Indemnification and Advancement of Expenses.

(a) The Corporation shall indemnify, to the fullest extent provided by Delaware law, as a matter of right every person made a party to a proceeding because such person is or was

(i) a member of the Board of Directors of the Corporation,

(ii) an officer of the Corporation, or

(iii) while a director or officer of the Corporation, serving at the Corporation's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not, (each an "Indemnitee") against all liability incurred by such person in connection with the proceeding; provided that it is determined in the specific case that indemnification of such person is permissible in the circumstances because such person has met the standard of conduct for indemnification specified in the DGCL. The Corporation shall pay for or reimburse the reasonable expenses incurred by an Indemnitee in connection with any such proceeding in advance of final disposition thereof in accordance with the procedures and subject to the conditions specified in the DGCL. The Corporation shall indemnify as a matter of right an Indemnitee who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, against reasonable expenses incurred by the Indemnitee in connection with the proceeding without the requirement of a determination as set forth in the first sentence of this paragraph.

(b) Upon demand by a person for indemnification or advancement of expenses, as the case may be, the Corporation shall expeditiously determine whether the person is entitled thereto in accordance with this Article VII and the procedures specified in the DGCL.

(c) The indemnification provided under this Article VII shall apply to any proceeding arising from acts or omissions occurring before or after the adoption of this Article VII.

Section 7.02. Other Rights Not Affected. Nothing contained in this Article VII shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any individual who is or was a director, officer, employee or agent of the Corporation, or the ability of the Corporation to otherwise indemnify or advance expenses to any such individual, including, for the avoidance of doubt, pursuant to each Indemnification Agreement (as defined in the Purchase Agreement). It is the intent of this Article VII to provide indemnification to directors and officers to the fullest extent now or hereafter permitted by law consistent with the terms and conditions of this Article VII. Therefore, indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is made, including without limitation negligence, breach of duty, mismanagement, corporate waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities laws, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal laws.

Section 7.03. Definitions.

For purposes of this Article VII:

(a) The term “director” means an individual who is or was a member of the Board of Directors of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation’s request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not. A director is considered to be serving an employee benefit plan at the Corporation’s request if the director’s duties to the Corporation also impose duties on, or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. The term “director” includes, unless the context requires otherwise, the estate or personal representative of a director.

(b) The term “expenses” includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article VII, applicable law or otherwise.

(c) The term “liability” means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(d) The term “party” includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(e) The term “proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

ARTICLE VIII **Miscellaneous**

Section 8.01. Construction and Interpretation. Each definition in these Articles of Incorporation includes the singular and the plural, and references to the neuter gender include the masculine and feminine where appropriate. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated under such law, unless the context requires otherwise. References to any statute or regulation mean such statute or regulation as amended at the time and include any successor legislation or regulation. References to any agreement, document or instrument means such agreement, document or instrument as amended at the time. Unless otherwise specified, references to Articles and Sections mean the Articles and Sections of these Articles of Incorporation. The use of the word “including” herein shall mean “including without limitation.”

Section 8.02. Amendment and Waiver. No amendment, modification, alteration, repeal or waiver of any provision of these Articles of Incorporation, in each case that has or would reasonably be expected to have the effect of changing, altering, removing, adversely effecting, limiting or conflicting with any right, preference or privilege of the Series A Preferred Stock

(excluding amendments, modifications, alterations or supplements thereof (i) to implement customary “public company” provisions in connection with, and effective upon or immediately prior to the consummation of, a Public Offering, or (ii) relating to the creation or issuance of additional equity securities of the Corporation having rights, preferences or privileges senior to or on parity with the Series A Preferred Stock in accordance with Section I(C)(i)(1) or Section I(C)(i)(2) of the Series A Preferred Rights Agreement), shall be binding or effective without the prior written consent of the Majority Series A Investors; provided that no amendment, modification, alteration, repeal or waiver of the terms or relative priorities of the Series A Preferred Stock may be accomplished by the merger, consolidation or other transaction of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of a majority of the Series A Preferred Stock then outstanding.

Section 8.03. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any shareholder, at such holder’s address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

Section 8.04. Shareholder Written Consent. In the event that the shareholders of the Corporation desire to take action by written consent of the holders of shares of the Corporation representing a majority of the votes entitled to vote as permitted under the DGCL, neither the Corporation nor the shareholders proposing to take such action shall be required to deliver the advance written notice required by DGCL § 228, but in the event any such action is taken by the holders of shares of the Corporation representing a majority of the votes entitled to vote, the Corporation shall promptly notify the other shareholders of any such action as soon as reasonably practicable after the effective date of such action.

Section 8.05. § 203 of the DGCL. The Corporation shall not be governed by § of the DGCL.

THE UNDERSIGNED, being the sole incorporator named above, hereby certifies that the facts stated above are true as of this 31st day of December 2020.

/s/ Erin Cunningham

Erin Cunningham

Sole Incorporator