

**FIFTH AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION**

**OF  
ATTRIBUTOR CORPORATION**

The undersigned, Jim Pitkow, hereby certifies that:

1. He is the duly elected and acting Chief Executive Officer of Attributor Corporation, a Delaware corporation.
2. The Certificate of Incorporation of this corporation was originally filed with the Secretary of State of Delaware on November 3, 2005.
3. The Certificate of Incorporation of this corporation shall be amended and restated to read in full as follows:

**ARTICLE I**

"The name of this corporation is Attributor Corporation (the "Corporation").

**ARTICLE II**

The address of the Corporation's registered office in the State of Delaware is 160 Greentree Drive, Suite 101, in the City of Dover, County of Kent, 19904. The name of its registered agent at such address is National Registered Agents, Inc.

**ARTICLE III**

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

**ARTICLE IV**

(A) **Classes of Stock.** The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is 301,353,422 shares, each with a par value of \$0.00001 per share. 196,000,000 shares shall be Common Stock and 105,353,422 shares shall be Preferred Stock.

(B) **Rights, Preferences and Restrictions of Preferred Stock.** The Preferred Stock authorized by this Second Amended and Restated Certificate of Incorporation (the "Restated Certificate") may be issued from time to time in one or more series. The first series of Preferred Stock shall be designated "Series A Preferred Stock" and shall consist of 1,579,475 shares. The second series of Preferred Stock shall be designated "Series B Preferred Stock" and shall consist of 5,271,678 shares. The third series of Preferred Stock shall be designated "Series C Preferred

Stock” and shall consist of 5,891,685 shares. The fourth series of Preferred Stock shall be designated “Series D Preferred Stock” and shall consist of 42,790,584 shares. The fifth series of Preferred Stock shall be “Series A-1 Preferred Stock” and shall consist of 49,820,000 shares. The rights, preferences, privileges, and restrictions granted to and imposed on the Preferred Stock are as set forth below in this Article IV(B).

1. **Dividend Provisions.** The holders of shares of Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, *pari passu* among each other and prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock) or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation, provided that an adjustment to the respective Conversion Price (as defined below) of such other securities or rights has been made in accordance with Section 4(d)(ii) below) on the Common Stock of the Corporation, at the rate of (i) \$0.043 per share per annum on each outstanding share of Series A Preferred Stock, (ii) \$0.08 per share per annum on each outstanding share of Series B Preferred Stock, (iii) \$0.1337 per share per annum on each outstanding share of Series C Preferred Stock, (iv) \$0.005552 per share per annum on each outstanding share of Series D Preferred Stock, and (v) \$0.008608 per share per annum on each outstanding share of Series A-1 Preferred Stock, (in each case as adjusted for stock splits, stock dividends, reclassification and the like) payable when, as and if declared by the Board of Directors of the Corporation (the “Board of Directors”). Such dividends shall not be cumulative. After payment of such dividends, any additional dividends shall be distributed among the holders of Preferred Stock and Common Stock pro rata based on the number of shares of Common Stock then held by each holder (assuming conversion of all such Preferred Stock into Common Stock).

2. **Liquidation.**

(a) **Preference.** In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Preferred Stock shall be entitled to receive, *pari passu* among each other and prior and in preference to any distribution of any of the assets of the Corporation to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to (i) \$0.53750 per share (as adjusted for stock splits, stock dividends, reclassification and the like) for each share of Series A Preferred Stock then held by them, plus declared but unpaid dividends, (ii) \$1.00000 per share (as adjusted for stock splits, stock dividends, reclassification and the like) for each share of Series B Preferred Stock then held by them, plus declared but unpaid dividends, (iii) \$1.67105 per share (as adjusted for stock splits, stock dividends, reclassification and the like) for each share of Series C Preferred Stock then held by them, plus declared but unpaid dividends, (iv) \$0.0694 per share (as adjusted for stock splits, stock dividends, reclassification and the like) for each share of Series D Preferred Stock then held by them, plus declared but unpaid dividends, and (v) \$0.1076 per share (as adjusted for stock splits, stock dividends, reclassification and the like) for each share of Series A-1 Preferred Stock then held by them, plus declared but unpaid dividends. If, upon the occurrence of such event, the assets and funds thus distributed among the holders of the Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, and the

Series A-1 Preferred Stock in proportion to the full preferential amount each such holder is otherwise entitled to receive.

(b) **Remaining Assets.** Upon the completion of the distribution required by Section 2(a) above, the remaining assets of the Corporation available for distribution to stockholders shall be distributed among the holders of the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, the Series A-1 Preferred Stock, and the Common Stock pro rata based on the number of shares of Common Stock held by each (assuming conversion of all such Preferred Stock into Common Stock) until (i) with respect to the holders of Series A Preferred Stock, such holders shall have received an aggregate of \$0.8063 per share (as adjusted for stock splits, stock dividends, reclassification and the like) of Series A Preferred Stock (including amounts paid pursuant to Section 2(a) above), (ii) with respect to the holders of Series B Preferred Stock, such holders shall have received an aggregate of \$1.5000 per share (as adjusted for stock splits, stock dividends, reclassification and the like) of Series B Preferred Stock (including amounts paid pursuant to Section 2(a) above), (iii) with respect to the holders of Series C Preferred Stock, such holders shall have received an aggregate of \$2.5066 per share (as adjusted for stock splits, stock dividends, reclassification and the like) of Series C Preferred Stock (including amounts paid pursuant to Section 2(a) above), (iv) with respect to the holders of Series D Preferred Stock, such holders shall have received an aggregate of \$0.1041 per share (as adjusted for stock splits, stock dividends, reclassification and the like) of Series D Preferred Stock (including amounts paid pursuant to Section 2(a) above), and (v) with respect to the holders of Series A-1 Preferred Stock, such holders shall have received an aggregate of \$0.1614 per share (as adjusted for stock splits, stock dividends, reclassification and the like) of Series A-1 Preferred Stock (including amounts paid pursuant to Section 2(a) above); thereafter, if assets available for distribution to stockholders remain in the Corporation, the holders of the Common Stock of the Corporation shall receive all of such remaining assets of the Corporation pro rata based on the number of shares of Common Stock held by each such holder.

(c) **Certain Acquisitions.**

(i) **Deemed Liquidation.**

(A) For purposes of this Section 2, a liquidation, dissolution, or winding up of the Corporation shall be deemed to occur if (i) the Corporation shall sell, convey or otherwise dispose of all or substantially all of its property or business; or (ii) the Corporation shall merge with or into or consolidate with any other corporation, limited liability company or other entity (other than a wholly-owned subsidiary of the Corporation); or (iii) upon a sale or transfer of 50% or more of the voting securities of the Corporation in a transaction or a series of expressly related transactions that has or have been expressly approved by the Board of Directors (any transaction described in (i), (ii), or (iii), a "**Liquidation Transaction**"), provided that none of the following shall be considered a Liquidation Transaction: (i) a merger effected exclusively for the purpose of changing the domicile of the Corporation, (ii) an equity financing in which the Corporation is the surviving corporation, or (iii) a transaction in which the stockholders of the Corporation immediately prior to the transaction own 50% or more of the voting securities of the surviving corporation following the transaction (on an as converted basis). In the event of a merger or consolidation of the Corporation that is deemed pursuant to

this section to be a Liquidation Transaction, all references in this Section 2 to "assets of the Corporation" shall be deemed instead to refer to the aggregate consideration to be paid to the holders of the Corporation's capital stock in such merger or consolidation. Nothing in this subsection 2(c)(i) shall require the distribution to stockholders of anything other than proceeds of such transaction in the event of a merger or consolidation of the Corporation. In the event that the Corporation is a party to a Liquidation Transaction, then each holder of Preferred Stock shall be entitled to receive, for each share of Preferred Stock then held, out of the proceeds of such Liquidation Transaction, the greater of (i) the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event pursuant to Section 2(a) and Section 2(b) above or (ii) the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Transaction with respect to such shares if such shares had been converted to Common Stock immediately prior to such Liquidation Transaction.

(B) In the event of a Liquidation Transaction, if any portion of consideration payable to the stockholders of the Corporation is placed into escrow or is payable to the stockholders of the Corporation subject to contingencies, the agreement or plan governing such Liquidation Transaction shall provide that: (i) the portion of such consideration that is not placed in escrow and is not subject to any contingencies (the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2(a) and 2(b) above as if the Initial Consideration were the only consideration payable in connection with such Liquidation Transaction and (ii) any additional consideration which becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated, after taking into account the previous payment of the Initial Consideration as part of the same transaction, among the holders of capital stock of the Corporation in accordance with Sections 2(a) and 2(b) above.

(ii) **Valuation of Consideration.** In the event of a Liquidation Transaction as described in Section 2(c)(i) above, if the consideration received by the Corporation is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability:

(1) If traded on a national securities exchange or The NASDAQ Global Market ("NASDAQ"), the value shall be deemed to be the average of the closing prices of the securities on such national exchange or NASDAQ over the ten (10) trading day period ending three (3) trading days prior to the closing of the Liquidation Transaction;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sales prices (whichever is applicable) of the securities over the twenty (20) trading day period ending three (3) trading days prior to the closing of the Liquidation Transaction; and

(3) If there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors.

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as specified above in Section 2(c)(ii)(A) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors.

(C) The foregoing methods for valuing non-cash consideration to be distributed in connection with a Liquidation Transaction shall be superseded by any determination of such value set forth in the definitive agreements governing such Liquidation Transaction.

(iii) **Notice of Liquidation Transaction.** The Corporation shall give each holder of record of Preferred Stock written notice of any impending Liquidation Transaction not later than 10 days prior to the stockholders' meeting called to approve such Liquidation Transaction, or 10 days prior to the closing of such Liquidation Transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such Liquidation Transaction. The first of such notices shall describe the material terms and conditions of the impending Liquidation Transaction and the provisions of this Section 2, and the Corporation shall thereafter give such holders prompt notice of any material changes. Unless such notice requirements are waived, the Liquidation Transaction shall not take place sooner than 10 days after the Corporation has given the first notice provided for herein or sooner than 10 days after the Corporation has given notice of any material changes provided for herein. Notwithstanding the other provisions of this Restated Certificate, all notice periods or requirements in this Restated Certificate may be shortened or waived, either before or after the action for which notice is required, upon the written consent of the holders of at least sixty-five percent (65%) of the outstanding shares of Preferred Stock (voting as a separate class on an as-if converted to Common Stock basis) that are entitled to such notice rights.

(iv) **Effect of Noncompliance.** In the event the requirements of this Section 2(c) are not complied with, the Corporation shall forthwith either cause the closing of the Liquidation Transaction to be postponed until the requirements of this Section 2 have been complied with, or cancel such Liquidation Transaction, in which event the rights, preferences, privileges and restrictions of the holders of Preferred Stock shall revert to and be the same as such rights, preferences, privileges and restrictions existing immediately prior to the date of the first notice referred to in Section 2(c)(iii).

(v) **Waiver of Liquidation Preference.** The holders of at least sixty-five percent (65%) of the then outstanding shares of Preferred Stock voting together as a class (on an as converted to Common Stock basis) may by vote or written consent waive all of the rights of the holders of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock set forth in Sections 2(a) and 2(b) above. In the event of such waiver, upon any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Common Stock of the Corporation shall receive all of the assets of the Corporation available for distribution pro rata based on the number of shares of Common Stock held by each such holder.

3. **Redemption.** The Preferred Stock is not redeemable at the option of the holder thereof.

4. **Conversion.** The holders of the Preferred Stock shall have conversion rights as follows:

(a) **Right to Convert.** Subject to Section 4(b), each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing (i) \$0.53750 in the case of the Series A Preferred Stock, (ii) \$1.00000 in the case of Series B Preferred Stock, (iii) \$1.67105 in the case of Series C Preferred Stock, (iv) \$0.0694 in the case of Series D Preferred Stock, and (v) \$0.1076 in the case of Series A-1 Preferred Stock by the Conversion Price applicable to such share (the conversion rate for each such series of Preferred Stock into Common Stock is referred to herein as the "**Conversion Rate**"), determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial Conversion Price per share shall be \$0.2778 for Series A Preferred Stock, \$0.4838 for Series B Preferred Stock, \$0.7826 for Series C Preferred Stock, \$0.0694 for Series D Preferred Stock, and \$0.1076 for Series A-1 Preferred Stock. Each such initial Conversion Price shall be subject to adjustment as set forth in Section 4(d).

(b) **Automatic Conversion.** Each share of Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for such series of Preferred Stock immediately upon the earlier of (i) except as provided below in Section 4(c), the Corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act of 1933, as amended (the "**Securities Act**"), the public offering price of which is not less than \$3.00 per share (as adjusted for stock splits, stock dividends, reclassification, and the like) and which results in aggregate cash proceeds to the Corporation of not less than \$25,000,000 (net of underwriting discounts and commissions) (a "**Qualified IPO**") or (ii) the date specified by written consent or agreement of the holders of at least 65% of the then outstanding shares of Preferred Stock, voting together as a class (on an as converted to Common Stock basis).

(c) **Mechanics of Conversion.** Before any holder of Preferred Stock shall be entitled to convert such Preferred Stock into shares of Common Stock, the holder shall surrender the certificate or certificates therefor, duly endorsed (or a reasonably acceptable affidavit and indemnity undertaking in the case of a lost, stolen or destroyed certificate), at the office of the Corporation or of any transfer agent for such series of Preferred Stock, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid and shall promptly pay in cash or, to the extent sufficient funds are not then legally available therefor, in Common Stock (at the Common Stock's fair market value determined by the Board as of the date of such conversion), any declared and unpaid dividends on the shares of Preferred Stock being converted. Such

conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of such series of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with a Qualified IPO or any other underwritten public offering of securities registered pursuant to the Securities Act the conversion may, at the option of any holder tendering such Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event any persons entitled to receive Common Stock upon conversion of such Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities. If the conversion is effected by written consent or agreement of the holders of Preferred Stock, such conversion shall be deemed to have been made on the date specified by the written consent or agreement of such holders. Upon an automatic conversion pursuant to Section 4(b) above, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless either the certificates evidencing such shares of Preferred Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation against any loss incurred by it in connection with such certificates. The Corporation shall then promptly pay in cash or, to the extent sufficient funds are not then legally available therefor, in Common Stock (at the Common Stock's fair market value determined by the Board as of the date of such conversion), any declared and unpaid dividends on the shares of Preferred Stock being converted.

(d) **Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations.** The Conversion Price of the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, and the Series A-1 Preferred Stock shall be subject to adjustment from time to time as follows:

(i) **Issuance of Additional Stock below Purchase Price.** If the Corporation should issue, at any time after the date upon which the first share of Series A-1 Preferred Stock was first issued (the "**Purchase Date**"), any Additional Stock (as defined below) without consideration or for a consideration per share less than (A) in the case of the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock, the Conversion Price for the Series D Preferred Stock and (b) in the case of the Series A-1 Preferred Stock, the Conversion Price for the Series A-1 Preferred Stock, in each case, as applicable and in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for each series in effect immediately prior to each such issuance shall automatically be adjusted as set forth in this Section 4(d)(i), unless otherwise provided in this Section 4(d)(i).

(A) **Adjustment Formula.** Whenever the Conversion Price each series of Preferred Stock is adjusted pursuant to this Section (4)(d)(i), the new Conversion Price for each series of Preferred Stock shall be determined by multiplying the

Conversion Price of such series then in effect by a fraction, (x) the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (the "Outstanding Common") plus the number of shares of Common Stock that the aggregate consideration would purchase at (i) the Series D Conversion Price, in the case of the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock, or (ii) the Series A-1 Conversion Price, in the case of Series A-1 Preferred Stock; and (y) the denominator of which shall be the number of shares of Outstanding Common plus the number of shares of such Additional Stock. For purposes of the foregoing calculation, the number of shares of Outstanding Common as of a given date shall be the sum of (A) the number of shares of Common Stock outstanding on such date, (B) the number of shares of Common Stock into which the then outstanding shares of Preferred Stock could be converted if fully converted on the day immediately preceding the given date, and (C) the number of shares of Common Stock which are issuable upon the exercise or conversion of all other rights, options and convertible securities outstanding on the day immediately preceding the given date.

(B) **Definition of "Additional Stock".** For purposes of this Section 4(d)(i), "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 4(d)(i)(E)) by the Corporation after the Purchase Date other than:

(1) Common Stock issued pursuant to stock dividends, stock splits, or similar transactions, as described in Section 4(d)(ii) hereof;

(2) Shares of Common Stock issued or issuable after the filing date of this Restated Certificate (the "Filing Date") to employees, consultants, or directors of the Corporation directly or pursuant to a stock option plan or restricted stock plan approved by the Board of Directors for the primary purpose of soliciting or retaining their services, provided, however, that the total number of shares Common Stock excluded from the definition of Additional Stock by this subsection (d)(i)(B)(2) shall not exceed, in the aggregate, 39,507,002 shares (as adjusted for stock splits, stock dividends, reclassification, and the like), unless a higher maximum number of shares is approved by the holders of at least sixty-five percent (65%) of the then outstanding shares of Preferred Stock, voting together as a class (on an as converted to Common Stock basis); provided, however, that such amount shall be increased to reflect any shares of Common Stock (i) not issued pursuant to the rights, agreements, option or warrants granted after the Filing Date ("Unexercised Options") as a result of the termination of such Unexercised Options or (ii) reacquired by the Corporation from employees, directors or consultants at cost (or the lesser of cost or fair market value) pursuant to agreements which permit the Corporation to repurchase such shares upon termination of services to the Corporation;

(3) Capital stock, or options or warrants to purchase capital stock, issued to financial institutions or lessors in connection with commercial credit arrangements, equipment financings, commercial property lease transactions or similar transactions the terms of which are approved by the Board of Directors (each, a "Financial Issuance"), so long as the number of shares of capital stock issued, or issuable upon conversion of such options or warrants, does not, in the aggregate, exceed that number of shares which is equal to one half of one percent (0.5%) of the sum of (x) the total number of shares of



Outstanding Common plus (y) the total number of shares of Common Stock authorized but unissued under the Corporation's option plans, rounded up to the nearest whole share and calculated as of the date of such Financial Issuance, unless a higher maximum number of shares is approved by the holders of at least sixty-five percent (65%) of the then outstanding shares of Preferred Stock, voting together as a class (on an as converted to Common Stock basis);

(4) Shares of Common Stock or Preferred Stock issuable upon exercise of options or warrants outstanding as of the Filing Date;

(5) Capital stock, or warrants or options to purchase capital stock, issued in connection with bona fide acquisitions, mergers or similar transactions, the terms of which are approved by the Board of Directors and the holders of at least sixty-five percent (65%) of the then outstanding shares of Preferred Stock, voting together as a class (on an as converted to Common Stock basis);

(6) Shares of Common Stock actually issued or issuable upon conversion of the Preferred Stock (including, without limitation, shares of Common Stock issued in a conversion pursuant to Section 9(a) below);

(7) Shares of Common Stock issued or issuable in a Qualified IPO;

(8) Capital stock issued or issuable to an entity as a component of any business relationship with such entity for the purpose of (A) joint venture, technology licensing or development activities, (B) distribution, supply or manufacture of the Corporation's products or services, or (C) any other arrangements involving corporate partners that are primarily for purposes other than raising capital, the terms of which business relationship (including the exclusion of such shares from the definition of "Additional Stock") with such entity are approved by the Board of Directors and the holders of at least sixty-five percent (65%) of the then outstanding shares of Preferred Stock, voting together as a class (on an as converted to Common Stock basis); or

(9) Shares of Common Stock issued or issuable with the affirmative vote of at least sixty-five percent (65%) of the then outstanding shares of Preferred Stock voting together as a class (on an as converted to Common Stock basis), and the exclusion of which from the definition of "Additional Stock" is specifically so approved.

(C) **No Fractional Adjustments.** No adjustment of the Conversion Price for the Preferred Stock shall be made in an amount less than one cent per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward. Notwithstanding the foregoing, all such adjustments carried forward shall be made immediately prior to the closing of a Liquidation Transaction or the liquidation, dissolution, or winding up of the Corporation or upon conversion of the Preferred Stock.

(D) **Determination of Consideration.** In the case of the issuance of Additional Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof. In the case of the issuance of the Additional Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors irrespective of any accounting treatment.

(E) **Deemed Issuances of Common Stock.** In the case of the issuance (whether before, on or after the applicable Purchase Date) of securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (the "Common Stock Equivalents"), the following provisions shall apply for all purposes of this Section 4(d)(i):

(1) The aggregate maximum number of shares of Common Stock deliverable upon conversion, exchange, or exercise (assuming the satisfaction of any conditions to convertibility, exchangeability or exercisability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) of any Common Stock Equivalents and subsequent conversion, exchange or exercise thereof shall be deemed to have been issued at the time such securities were issued or such Common Stock Equivalents were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such securities and related Common Stock Equivalents (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation (without taking into account potential antidilution adjustments) upon the conversion, exchange, or exercise of any Common Stock Equivalents (the consideration in each case to be determined in the manner provided in Section 4(d)(i)(D)).

(2) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon conversion, exchange, or exercise of any Common Stock Equivalents, including a change resulting from the antidilution provisions thereof, but excluding a change resulting from a contemporaneous adjustment to a different series of Preferred Stock resulting from the antidilution provisions thereof, the Conversion Price of any series of Preferred Stock, to the extent in any way affected by or computed using such Common Stock Equivalents, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the conversion, exchange or exercise of such Common Stock Equivalents.

(3) Upon the termination or expiration of the convertibility, exchangeability, or exercisability of any Common Stock Equivalents, the Conversion Price of any series of Preferred Stock, to the extent in any way affected by or computed using such Common Stock Equivalents, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and Common Stock Equivalents that remain convertible, exchangeable or exercisable) actually issued upon the conversion, exchange, or exercise of such Common Stock Equivalents.

(4) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to Section 4(d)(i)(E)(1) shall be appropriately adjusted to reflect any change, termination, or expiration of the type described in either Section 4(d)(i)(E)(2) or 4(d)(i)(E)(3).

(F) **No Increased Conversion Price.** Notwithstanding any other provisions of this Section 4(d)(i), except to the limited extent provided for in Sections 4(d)(i)(E)(2) and 4(d)(i)(E)(3), no adjustment of the Conversion Price pursuant to this Section 4(d)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(ii) **Stock Splits and Dividends.** In the event the Corporation should at any time after the Purchase Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock (without a corresponding split or subdivision of the outstanding Preferred Stock) or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or Common Stock Equivalents without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof) (without a corresponding dividend or distribution to the outstanding Preferred Stock), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of each series of Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in Section 4(d)(i)(E).

(iii) **Reverse Stock Splits.** If the number of shares of Common Stock outstanding at any time after the Purchase Date is decreased by a combination of the outstanding shares of Common Stock (without a corresponding combination of the outstanding Preferred Stock), then, following the record date of such combination, the Conversion Price of each series of Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) **Other Distributions.** In the event the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in Section 4(d)(i) or 4(d)(ii), then, in each such case for the purpose of this Section 4(e), the holders of each series of Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the Corporation into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

(f) **Recapitalizations.** If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or in Section 2) provision shall be made so that the holders of each series of Preferred Stock shall thereafter be entitled to receive upon conversion of such Preferred Stock the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of such Preferred Stock after the recapitalization to the end that the provisions of this Section 4 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of such Preferred Stock) shall be applicable after that event and be as nearly equivalent as practicable.

(g) **No Fractional Shares and Certificate as to Adjustments.**

(i) No fractional shares shall be issued upon the conversion of any share or shares of Preferred Stock, and the number of shares of Common Stock to be issued shall be rounded down to the nearest whole share. The number of shares issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion. If the conversion would result in any fractional share, the Corporation shall, in lieu of issuing any such fractional share, pay the holder thereof an amount in cash equal to the fair market value of such fractional share on the date of conversion, as determined in good faith by the Board of Directors.

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

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

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

(j) **Notices.** Any notice required by the provisions of this Section 4 to be given to the holders of shares of Preferred Stock shall be deemed given (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt, in each case addressed to each holder of record at such holder's address appearing on the books of the Corporation.

## **5. Voting Rights.**

(a) **Generally.** Except as expressly provided by this Restated Certificate or as provided by law, the holders of Preferred Stock shall have the same voting rights as the holders of Common Stock and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and the holders of Common Stock and the Preferred Stock shall vote together as a single class and on an as converted to Common Stock basis on all matters at any annual or special meeting, and may act by written consent in the same manner as the Common Stock. Each holder of Common Stock shall be entitled to one vote for each share of Common Stock held, and each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Preferred Stock could be converted. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) **Election of Board of Directors.** (i) For so long as any shares of Series A Preferred Stock or Series C Preferred Stock remain outstanding, the holders of Series A Preferred Stock and the holders of Series C Preferred Stock, voting together as a single class and on an as converted to Common Stock basis, shall be entitled to elect 1 member of the Board of Directors (the "Series A/Series C Director") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director; (ii) for so long as any shares of Series B Preferred Stock remain outstanding, the holders of Series B Preferred Stock, voting as a separate class, shall be entitled to elect 1 member of the Board of

Directors (the "Series B Director") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director; (iii) the holders of Common Stock, voting as a separate class, shall be entitled to elect 2 members of the Board of Directors (the "Common Directors") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, and to remove from office any such director and to fill any vacancy caused by the resignation, death or removal of any such director; and (iv) the holders of Common Stock and Preferred Stock, voting together as a single class and on an as converted to Common Stock basis, shall be entitled to elect all remaining members of the Board of Directors (the "Joint Directors") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

6. **Protective Provisions.** So long as any shares of Preferred Stock are outstanding, the Corporation shall not (by amendment, merger, consolidation, or in any other manner) without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least 65% of the then outstanding shares of Preferred Stock, voting together as a class (on an as converted to Common Stock basis):

(a) effect a Liquidation Transaction or any liquidation, dissolution or winding up of the Corporation;

(b) alter or change the rights, preferences or privileges of the shares of Preferred Stock;

(c) increase or decrease (other than by conversion) the total number of authorized shares of Preferred Stock or Common Stock;

(d) authorize or issue, or obligate itself to issue, any other equity or debt security, including any security (other than Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, or Series A-1 Preferred Stock) convertible into or exercisable for any equity security, having a preference over, or being on a parity with, the Preferred Stock with respect to voting (other than the pari passu voting rights of Common Stock), dividends, redemption, conversion, or upon liquidation;

(e) declare, set aside for payment or pay any dividend on, or redeem, purchase or otherwise acquire (or pay into or set funds aside for a sinking fund for such purpose) any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares at no greater than cost upon the occurrence of certain events, such as the termination of employment, or through the exercise of any right of first refusal, which has been approved by the Board of Directors;

(f) amend, waive, or alter any provision of this Restated Certificate or the Corporation's Bylaws in a way that materially or adversely affects the rights, preferences or privileges of the Preferred Stock;

(g) increase or decrease the total number of authorized members of the Board of Directors;

(h) increase the aggregate number of share of the Corporation's capital stock reserved for issuance pursuant to any equity incentive or stock option plan; or

(i) voluntarily file a petition for bankruptcy under any bankruptcy or insolvency law.

7. **Status of Reacquired Stock.** In the event any shares of Preferred Stock shall be converted, repurchased or otherwise reacquired by the Corporation, the shares so converted, repurchased or otherwise reacquired by the Corporation shall be cancelled and shall not be issuable by the Corporation. This Restated Certificate shall be appropriately amended to effect the corresponding reduction in the Corporation's authorized capital stock.

8. **Consent to Certain Repurchases.** To the extent the Corporation may be subject to Section 2115 of the California Corporations Code, each holder of Preferred Stock shall be deemed to have consented, for purposes of Sections 502 and 503 of the California Corporations Code, to any distribution made by the Corporation in connection with the repurchase of shares of Common Stock issued to or held by employees, officers, directors, consultants or other service providers (i) pursuant to agreements providing for such repurchase at the original purchase price or (ii) in connection with the exercise of a contractual right of first refusal entitling the Corporation to purchase the shares upon the terms offered by a third party, provided such exercise has been approved by the Board of Directors.

9. **Special Mandatory Conversion.**

(a) **Purchase Obligation.** In the event that a stockholder holding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, or Series D Preferred Stock fails to purchase at least its Pro Rata Share (as hereafter defined) at or prior to the Final Closing (as hereafter defined) of the Qualified Financing (as hereafter defined), the number of shares of each series of Preferred Stock held by such stockholder equal to such stockholder's Pay-to-Play Conversion Percentage (as hereafter defined) multiplied by the number of shares of each series of Preferred Stock held by such stockholder shall, automatically and without further action on the part of such holder, be converted, subject to and effective immediately following the consummation of the Final Closing, into shares of Common Stock of this Corporation on the same basis as a voluntary conversion under Section 4(a) above and upon the Conversion Rate in effect for each series of Preferred Stock immediately following the Qualified Financing.

(b) **Definitions.**

(i) As used herein, "Final Closing" shall mean the date determined by the Board of Directors of the Corporation to be the final date upon which shares of Series A-1 Preferred Stock may be issued in a Qualified Financing.

(ii) As used herein, a stockholder's "Pay-to-Play Conversion Percentage" shall mean one (1) minus the quotient obtained by dividing (a) the aggregate number of shares of Series A-1 Preferred Stock actually purchased by such stockholder in connection with the Qualified Financing calculated immediately following the effectiveness of the Final Closing, divided by (b) such stockholder's Pro Rata Share (as defined below).

(iii) As used herein, a stockholder's "Pro Rata Share" is the number of shares of Series A-1 Preferred Stock equal to the product obtained by multiplying (a) 31,229,889 by (b) a fraction, where the numerator of such fraction is the aggregate number of shares of Preferred Stock held by such stockholder immediately prior to the initial closing of the Qualified Financing (on an as converted basis), and the denominator is the aggregate number of shares of Preferred Stock which are outstanding immediately prior to the initial closing of the Qualified Financing (on an as converted basis).

(iv) As used herein, "Qualified Financing" shall mean the sale and issuance by the Corporation of shares of Series A-1 Preferred Stock in a single transaction or a series of related transactions commencing on the Purchase Date.

(c) Surrender of Preferred Stock Certificates. The holder of any shares of Preferred Stock converted pursuant to this Section (B)(9) of Article IV shall deliver to the Corporation during regular business hours at the office of any transfer agent of the Corporation, or at such other place as may be designated by the Corporation, the certificate or certificates representing the shares so converted, duly endorsed or assigned in blank or to the Corporation. As promptly thereafter as is practicable, the Corporation shall issue and deliver to such holder, at the place designated by such holder, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled. Notwithstanding the foregoing, such holder shall be deemed to have become a stockholder of record of Common Stock as of the date of the Final Closing, as the case may be. No fractional shares shall be issued upon the conversion of any share or shares of a series of Preferred Stock, and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share. If the conversion would result in any fractional share, the Corporation shall, in lieu of issuing any such fractional share, pay the holder thereof an amount in cash equal to the fair market value of such fractional share on the date of conversion, as determined in good faith by the Board of Directors.

(d) Aggregation of Shares. For purposes of determining the number of shares purchased by a holder, and for determining the number of shares of Preferred Stock owned by a holder, all shares of Preferred Stock held by any affiliated venture capital funds, partnerships, limited liability companies, partners, members, and retired partners and members of such holder, or the estates and family members of any such partners, members, and retired partners and members and any trusts for the benefit of any of the foregoing persons, shall be



aggregated with such holder's shares provided that no shares or securities shall be attributed to more than one entity or person within any such group of affiliated entities or persons.

(C) **Common Stock.**

1. **Dividend Rights.** Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as, and if declared by the Board of Directors, out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. **Liquidation Rights.** Upon the liquidation, dissolution or winding up of the Corporation, or the occurrence of a Liquidation Transaction, the assets of the Corporation shall be distributed as provided in Section 2 of Article IV(B).

3. **Redemption.** The Common Stock is not redeemable at the option of the holder.

4. **Voting Rights.** Each holder of Common Stock shall have the right to one vote per share of Common Stock, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law. Subject to obtaining such affirmative vote or consent as may be required pursuant to Section 6 of Article IV(B) of this Restated Certificate, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the capital stock of the Corporation entitled to vote.

## ARTICLE V

The Board of Directors is expressly authorized to make, alter, or repeal Bylaws of the Corporation.

## ARTICLE VI

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

## ARTICLE VII

(A) To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(B) The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative, or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation or any predecessor of the Corporation, or serves or served

at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

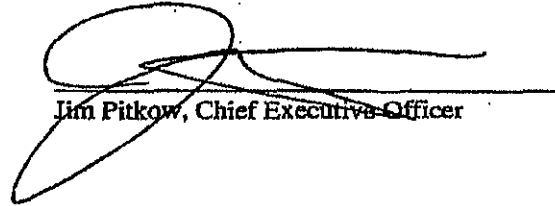
(C) The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An “Excluded Opportunity” is any matter, transaction or interest that is presented to, or acquired,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

(D) Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of the Corporation’s Certificate of Incorporation inconsistent with this Article VII, shall eliminate or reduce the effect of this Article VII in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article VII, would accrue or arise, prior to such amendment, repeal, or adoption of an inconsistent provision.

\* \* \*

The foregoing Fifth Amended and Restated Certificate of Incorporation has been duly adopted by this corporation's Board of Directors and stockholders in accordance with the applicable provisions of Sections 228, 242, and 245 of the Delaware General Corporation Law.

Executed at Menlo Park, California, October 17, 2011.



Jim Pitkow, Chief Executive Officer