

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
6TH SENSE SOFTWARE, INC.**

SE-1

Pursuant to Sections 242 and 245 of the General Corporation Law of Delaware, the undersigned corporation hereby submits the following for the purpose of amending and restating its Certificate of Incorporation. The corporation's original Certificate of Incorporation was filed on August 20, 2004.

ARTICLE I

The name of the corporation is 6th Sense Software, Inc. (the "Corporation").

ARTICLE II

The address of the registered office of the corporation in the State of Delaware is 3500 S. Dupont Highway, in the City of Dover, Kent County, Delaware 19901, and the name of the registered agent is Incorporating Services, Ltd.

ARTICLE III

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

ARTICLE IV

Effective upon filing of this Amended and Restated Certificate of Incorporation with the Delaware Secretary of State, and prior to the issuance of any shares of Preferred Stock each currently outstanding share of Common Stock will be converted and reconstituted into 8.78204 shares of Common Stock of the Corporation (the "Stock Split"). No fractional shares or scrip representing fractional shares will be issued in connection with such Stock Split. If, after the aforementioned aggregation, the Stock Split would result in the issuance of any fractional share, the Corporation shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the Common Stock's fair market value (as determined by the Board of Directors) on the date of conversion. All numbers of shares, and all amounts stated on a per share basis, contained in this Amended and Restated Certificate of Incorporation, are stated after giving effect to such Stock Split and no further adjustment shall be made as a consequence of such Stock Split.

The Corporation will have the authority to issue 14,000,000 shares of capital stock, \$0.0001 par value per share, of which 10,000,000 shares will be Common Stock and of which 4,000,000 shares will be Preferred Stock.

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

A. COMMON STOCK.

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of any series as may be designated by the Board of Directors upon any issuance of the Preferred Stock of any series.

2. Voting. The holders of the Common Stock are entitled to one vote for each share held at all meetings of shareholders (and written actions in lieu of meetings). There shall be no cumulative voting.

3. Dividends. Dividends may be declared and paid on the Common Stock from funds lawfully available therefor as and when determined by the Board of Directors and subject to any preferential dividend rights of any then outstanding Preferred Stock.

4. Liquidation. Upon the dissolution or liquidation of the Corporation, whether voluntary or involuntary, holders of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its shareholders, subject to any preferential rights of any then outstanding Preferred Stock.

B. PREFERRED STOCK.

Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors of the Corporation as hereinafter provided. Different series of Preferred Stock shall not be construed to constitute different classes of shares for the purposes of voting by classes unless expressly provided.

Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions providing for the issue of the shares thereof, to determine and fix such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidations preferences, as shall be stated and expressed in such resolutions, all to the full extent now or hereafter permitted by the General Corporation Law of the State of Delaware and this Certificate of Incorporation, and subject to any requirements of the Certificate of Incorporation, to fix or alter the number of shares comprising any such series and the designation thereof. Without limiting the generality of the foregoing, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to the Preferred Stock of any other series to the extent permitted by law.

The Preferred Stock of the Corporation shall consist of 3,000,000 shares of Series 1 Preferred Stock, \$0.0001 par value per share (the "Series 1 Preferred Stock"), the powers, preferences, rights, privileges and restrictions, qualifications and limitations of which are set forth below.

1. Dividends

(a) The holders of shares of Series 1 Preferred Stock will be entitled to receive cumulative dividends at a rate equal to eight percent (8%) of the Series 1 Original Price (as defined herein) per share per annum ("Cumulative Dividends"). "Series 1 Original Price" will mean \$0.50 per share of Series 1 Preferred Stock, which amount will be adjusted for any stock splits, stock dividends, recapitalizations or the like occurring after the date hereof. Prior to the occurrence of a Liquidating Event (as defined in Section 2(c) below) or a redemption of the Series 1 Preferred Stock, Cumulative Dividends will be payable in cash or in Common Stock at the option of the holders of a majority of the Series 1 Preferred Stock. Notwithstanding the foregoing, in the event of any default in the redemption of the Series 1 Preferred Stock pursuant to this Certificate, the holders of shares of Series 1 Preferred Stock will be entitled to receive cumulative dividends at a rate equal to twelve percent (12%) of the Series 1 Original Price per share per annum during the period of such default. The Cumulative Dividends will be 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), distribution or payment of any kind on the Common Stock or any other equity securities of the Corporation other than the Series 1 Preferred Stock (each a "Junior Security" and collectively, the "Junior Securities"), and will be payable when, as and if declared by the Board of Directors of the Corporation. Unless otherwise required by law, Cumulative Dividends will accrue on each share of Series 1 Preferred Stock commencing on the date of issue of such share, whether or not earned or declared and whether or not there are profits, surplus or other funds of the Corporation available for the payment of dividends.

(b) In the event that the Corporation declares or pays any dividends or other distributions on any Junior Security (whether payable in cash, securities or other property), other than dividends payable in shares of Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, shares of Common Stock of the Corporation, the Corporation will also declare and pay to the holders of the Series 1 Preferred Stock, at the same time that it declares and pays such dividends to the holders of the Junior Security, the dividends or other distributions which would have been declared and paid with respect to the Common Stock issuable upon conversion of the Series 1 Preferred Stock and any such Junior Security, had all of the outstanding Series 1 Preferred Stock and any such Junior Security been converted into Common Stock immediately prior to the record date for such dividend or distribution and such dividend or distribution had been declared and paid only on such Common Stock, or if no record date is fixed, the date as of which the record holders of the Junior Security entitled to such dividends or other distributions are to be determined.

2. Liquidation

(a) Preference on Liquidation. Upon the occurrence of any Liquidating Event, each holder of Series 1 Preferred Stock then outstanding will be paid, out of the assets of the Corporation available for distribution to its stockholders, before any payment will be made in respect of the Corporation's Common Stock, an amount equal to the Series 1 Original Price per share of Series 1 Preferred Stock, plus accrued dividends that are then unpaid for each share of Series 1 Preferred Stock then held by it (the "Series 1 Preference Amount"); subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares.

(b) Payment on Liquidation.

(i) Written notice of any such Liquidating Event stating a payment date, the place where such payment will be made, the amount of each payment in liquidation and the amount of dividends to be paid will be given by first class mail, postage prepaid, not less than thirty (30) days prior to the payment date stated therein, to each holder of record of the Preferred Stock at such holder's address as shown in the records of the Corporation, provided that any holder of Preferred Stock may convert its shares of Preferred Stock to Common Stock during such period at any time prior to the payment date stated in such notice.

(ii) If, upon the occurrence of a Liquidating Event, the assets of the Corporation available for distribution to its stockholders will be insufficient to pay the holders of the Series 1 Preferred Stock the full Series 1 Preference Amount to which they will be entitled, the holders of the Series 1 Preferred Stock will share ratably in any distribution of assets (so that each holder receives the same percentage of the applicable Series 1 Preference Amount per share).

(iii) After payment has been made to the holders of the Preferred Stock of the full Preference Amounts to which they will be entitled as aforesaid, any remaining assets will be distributed ratably among the holders of the Corporation's Common Stock and Preferred Stock as if such shares of Preferred Stock had been converted voluntarily into Common Stock immediately prior to such Liquidating Event.

(iv) Notwithstanding the foregoing, if the amount to be distributed to the holders of the Series 1 Preferred Stock upon a Liquidating Event would be greater than seven (7) times the Series 1 Original Price were the entire distribution made to the holders of Common Stock and the holders of Preferred Stock (each share of which will be treated for purposes of such distribution as the number of shares of Common Stock into which such share could then be converted) pro rata without regard to class, then each holder of Series 1 Preferred Stock will receive, in lieu of receiving the Series 1 Preference Amount, only its ratable share of the Corporation's assets as if such shares of such Series 1 Preferred Stock had been converted voluntarily into Common Stock at the then applicable conversion rate immediately prior to such Liquidating Event.

(c) Liquidating Event. A "Liquidating Event" will mean (i) any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, (ii) a sale, transfer or other disposition of all or substantially all the assets of the Corporation to an entity that is not controlled, directly or indirectly, by the stockholders of the Corporation; for purposes of this definition, "control" will mean ownership of more than fifty percent (50%) of the voting power of an entity or (iii) any transaction resulting in a change of control; for purposes of this definition, a "change of control" means that upon the close of a transaction (including, without limitation, any transaction to which the Corporation is not a party, including, without limitation, a share exchange and/or any transfer(s) of shares by one or more of the Corporation's stockholders as of the date hereof) in which the stockholders of the Corporation immediately prior to the transaction hold less than fifty percent (50%) of the voting power of the resulting entity; provided, however, if the holders of a majority of the shares of Preferred Stock, voting as a single class, so elect by giving written notice to the Corporation before the effective date of a transaction that would otherwise be a Liquidating Event as defined herein, such transaction will not be deemed a Liquidating Event.

3. Voting

(a) Voting Rights. Except as otherwise expressly provided herein or as required by law, the holder of each share of Preferred Stock will be entitled to the number of votes equal to the number of shares of Common Stock into which such share of Preferred Stock could then be converted and will have voting rights and powers equal to the voting rights and powers of the Common Stock (except as otherwise expressly provided herein or as required by law, voting together with the Common Stock as a single class) and will be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes will not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares of Common Stock into which shares of Preferred Stock held by each holder could be converted) will be reduced to the nearest whole number.

(b) Board of Directors. The Board of Directors will consist of five (5) directors, which will be constituted as follows: (i) two (2) directors, who will be elected by the holders of a majority of the Series 1 Preferred Stock, voting together as a separate class, (ii) two (2) directors, who will be elected by the holders of a majority of the Common Stock, voting together as a separate class, and (iii) one (1) director, who will be elected by the holders of a majority of the Common Stock, but subject to the approval of the holders of a majority of the Series 1 Preferred Stock, voting together as a separate class. In the event of any failure by the Corporation to redeem any shares of Series 1 Preferred Stock pursuant to Section 8 below at any time, the Board of Directors will immediately consist of seven (7) directors; five (5) of the directors will be elected as provided in the immediately preceding sentence and two (2) additional directors will be elected by the holders of a majority of the Series 1 Preferred Stock, voting together as a separate class. In the case of any vacancy in the office of a director occurring among the directors elected by the holders of a group described above, the remaining director so elected by the holders of a majority in interest of such group may, or if there is no such director remaining, the holders of such group, voting as a group, will be entitled to appoint a successor or successors to hold the office for the unexpired term of the director or directors whose place or places will be vacant. Any director who will have been elected by the holders of a group described above may

be removed during his or her term of office, whether with or without cause, only by the affirmative vote of the holders of a majority of shares of such group.

(c) Protective Provisions of Series I Preferred Stock. In addition to any other rights provided by law or as set forth in this Certificate of Incorporation, so long as at least 500,000 shares of Series I Preferred Stock will be outstanding, the Corporation will not, without first obtaining the affirmative vote or written consent of the holders of at least a majority of the then-outstanding shares of the Series I Preferred Stock, consenting or voting separately as a class:

(i) take any action that alters or changes the powers, rights, preferences or privileges of the Series I Preferred Stock;

(ii) take any action that increases or decreases the total number of authorized shares of the Series I Preferred Stock;

(iii) authorize or issue any new or existing class or classes or series of capital stock having any preference or priority on parity with or senior to the Series I Preferred Stock as to dividends, liquidation, redemption, conversion, voting or assets, or authorize or issue shares of stock of any class or any bonds, debentures, notes or other obligations convertible into or exchangeable for, or having option rights to purchase, any shares of stock of the Corporation having any preference or priority on parity with or senior to the Series I Preferred Stock as to dividends, liquidation, redemption, conversion, voting or assets; or

(iv) reclassify any Common Stock into shares having any preference or priority senior to or on a parity with any such preference or priority of the Series I Preferred Stock as to dividends, liquidation, redemption, conversion, voting or assets.

(v) amend or repeal any provision of, or add any provision to, the Corporation's Certificate of Incorporation or Bylaws, in a manner that adversely alters the rights, preferences and privileges of the Series I Preferred Stock;

(vi) pay or declare any dividend or distribution (other than a dividend or distribution payable solely in the Corporation's capital stock) on any shares of its capital stock (other than the Series I Preferred Stock), or apply any of its assets to the redemption, retirement, purchase or acquisition, directly or indirectly, through subsidiaries or otherwise, of any shares of its capital stock, except for repurchases of shares from former employees, directors or consultants pursuant to the terms of such former employees', directors' or consultants' stock purchase or restricted stock agreements providing for such repurchases at the original issuance prices for such shares;

(vii) sell, lease, license, convey, exchange, transfer or otherwise dispose of all or substantially all of the Corporation's assets;

(viii) enter into any transaction resulting in a change of control (as defined above in Article V(B)(3));

(ix) enter into any merger into, consolidation with or share exchange with any other entity;

(x) voluntarily or involuntarily liquidate, dissolve or wind up the Corporation or its business; or

(xi) undertake any public offering of the Corporation's securities other than a Qualified Public Offering (as defined below).

4. Conversion Rights

(a) Each share of Preferred Stock will be convertible at the option of the holder thereof, at any time after the issuance of such share, into fully paid and nonassessable shares of Common Stock of the Corporation into such number of fully paid and nonassessable shares of Common Stock as is obtained by (i) multiplying the number of shares of the Preferred Stock to be so converted by the applicable Original Price for such shares of Preferred Stock and (ii) dividing the result by the applicable Conversion Price (hereinafter defined) for such series of Preferred Stock. Subject to adjustment as provided below, the "Series I Conversion Price" will be the Series I Original Price.

(b) The holder of any shares of Preferred Stock may exercise the conversion rights as to such shares or any part thereof by delivering to the Corporation during regular business hours, at the office of any transfer agent of the Corporation for the Preferred Stock, or at the principal office of the Corporation or at such other place as may be designated by the Corporation, the certificate or certificates for the shares to be converted, duly endorsed for transfer to the Corporation or accompanied by a written instrument or instruments of transfer (if required by it), accompanied by written notice stating that the holder elects to convert all or a number of such shares represented by the certificate or certificates. Such notice will also state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. Conversion will be deemed to have been effected on the date when such delivery is made, and such date is referred to herein as the "Conversion Date". As promptly as practicable thereafter the Corporation will issue and deliver to such holder, at such office or other place designated by the Corporation, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled and a check for cash with respect to any fractional interest in a share of Common Stock as provided in Subsection 4(c). The holder will be deemed to have become a stockholder of record on the applicable Conversion Date. Upon conversion of only a portion of the number of shares of Preferred Stock represented by a certificate surrendered for conversion, the Corporation will issue and deliver to the holder of the certificate so surrendered for conversion, at the expense of the Corporation, a new certificate covering the number of shares of Preferred Stock representing the unconverted portion of the certificate so surrendered.

(c) No fractional shares of Common Stock or scrip will be issued upon conversion of shares of Preferred Stock. If more than one share of Preferred Stock will be surrendered for conversion at any one time by the same holder, the number of full shares of Common Stock issuable upon conversion thereof will be computed on the basis of the aggregate number of

shares of Preferred Stock so surrendered. Instead of any fractional shares of Common Stock that would otherwise be issuable upon conversion of any shares of Preferred Stock, the Corporation will pay a cash adjustment in respect of such fractional interest equal to the fair market value of such fractional interest as determined in good faith by the Corporation's Board of Directors. The Corporation will pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of Preferred Stock pursuant hereto. The Corporation will not, however, be required to pay any tax that may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the Preferred Stock so converted was registered, and no such issue or delivery will be made unless and until the person requesting such issue 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.

(d) The Corporation will at all times reserve and keep available, out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of Preferred Stock, the full number of shares of Common Stock deliverable upon the conversion of all Preferred Stock from time to time outstanding. The Corporation will from time to time use its best effort to obtain necessary director and stockholder approvals, in accordance with the laws of the State of Delaware, to increase the authorized amount of its Common Stock if at any time the authorized amount of its Common Stock remaining unissued will not be sufficient to permit the conversion of all of the shares of Preferred Stock at the time outstanding, and will take all such actions as are necessary to increase such authorized amount of Common Stock upon obtaining such approvals.

(e) If the Common Stock issuable upon the conversion of Preferred Stock will be changed into the same or a different number of shares of any class or classes of stock, whether by capital reorganization, reclassification, or otherwise (other than a subdivision or combination of shares or stock dividend provided for in Subsection 5(a)), then and in each such event the holder of each share of Preferred Stock will have the right thereafter to convert such share into the kind and amount of shares of stock and other securities and property receivable upon such reorganization, reclassification, or other change, by holders of the number of shares of Common Stock into which such shares of Preferred Stock might have been converted immediately prior to such reorganization, reclassification, or change.

(f) In case of any consolidation or merger of the Corporation with or into another corporation or the sale of all or substantially all of the assets of the Corporation to another corporation (other than a consolidation, merger or sale treated as a Liquidating Event pursuant to Subsection 2(c) above), each share of Preferred Stock will thereafter be convertible into the kind and amount of shares of stock or other securities or property that a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of Preferred Stock would have been entitled upon such consolidation, merger or sale; and in such case, appropriate adjustment (as determined in good faith by the Board of Directors) will be made in the application of the provisions of Sections 4 and 5 with respect to the rights and interest thereafter of the holders of Preferred Stock, to the end that the provisions set forth in Sections 5 and 6 will thereafter be applicable, as nearly as reasonably may be, in relation to any shares of stock or other property thereafter deliverable upon the conversion of Preferred Stock.

(g) If any shares of Common Stock to be reserved for the purpose of conversion of shares of Preferred Stock require registration or listing with, or approval of, any governmental authority, stock exchange or other regulatory body under any federal or state law or regulation or otherwise, before such shares may be validly issued or delivered upon conversion, the Corporation will in good faith and as expeditiously as possible endeavor to secure such registration, listing or approval, as the case may be.

(h) All shares of Common Stock that may be issued upon conversion of the shares of Preferred Stock will upon issuance by the Corporation be validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof.

5. Adjustment of Conversion Price

The Conversion Price from time to time in effect will be subject to adjustment from time to time as follows.

(a) Stock Splits, Dividends and Combinations. In case the Corporation will at any time subdivide the outstanding shares of Common Stock or will issue a dividend in Common Stock on its outstanding Common Stock, the Conversion Price for each series of Preferred Stock in effect immediately prior to such subdivision or the issuance of such dividend will be proportionately decreased, and in case the Corporation will at any time combine the outstanding shares of Common Stock into a lesser number of shares of Common Stock, the Conversion Price for each series of Preferred Stock in effect immediately prior to such combination will be proportionately increased, concurrently with the effectiveness of such subdivision, dividend or combination, as the case may be.

(b) Noncash Dividends, Stock Purchase Rights, Capital Reorganizations and Dissolutions. In case:

(i) the Corporation will take a record of the holders of its Common Stock for the purpose of entitling them to receive a dividend or any other distribution, payable otherwise than in cash; or

(ii) the Corporation will take a record of the holders of its Common Stock for the purpose of entitling them to subscribe for or purchase any shares of stock of any class or to receive any other rights; or

(iii) of any capital reorganization of the Corporation, reclassification of the Capital Stock of the Corporation (other than a subdivision or combination of its outstanding shares of Common Stock), consolidation or merger of the Corporation with or into another Corporation that is not a Liquidating Event or conveyance of all or substantially all of the assets of the Corporation to another Corporation that is not a Liquidating Event;

then, and in any such case, the Corporation will cause to be mailed to the transfer agent for the Preferred Stock and to the holders of record of the outstanding Preferred Stock, at least 10 days prior to the date hereinafter specified, a notice stating the date on which (i) a record is to be taken for the purpose of such dividend, distribution or rights or (ii) such reclassification,

reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock of record will be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

6. Mandatory Conversion

(a) Each share of Series 1 Preferred Stock will automatically be converted into shares of Common Stock at the then-applicable Conversion Price upon the occurrence of (1) a closing of an underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock of the Corporation to the public and raising net proceeds of \$30,000,000 or more at a price per share in such offer and sale of not less than \$4.00 (a "Qualified Public Offering"), or (2) the affirmative vote of the holders of at least 66.67% of the Series 1 Preferred Stock voting together as a single class. All holders of record of shares of Series 1 Preferred Stock will be given at least 20 days prior written notice of the date fixed for mandatory conversion of the Series 1 Preferred Stock and the event causing the mandatory conversion of the Series 1 Preferred Stock into Common Stock. Such notice will be sent by first class mail, postage prepaid, to each holder of record of Series 1 Preferred Stock at such holder's address as shown in the records of the Corporation. On or before the date so fixed for conversion, each holder of shares of the Series 1 Preferred Stock will surrender the certificate or certificates for all such shares to the Corporation at the place designated in such notice and will thereafter receive certificates for the number of shares of Common Stock to which such holder is entitled. The mechanics for conversion and other provisions relating to conversion of Series 1 Preferred Stock into Common Stock set forth elsewhere in this Certificate of Incorporation will apply to the mandatory conversion of the Series 1 Preferred Stock.

(b) If a holder of Series 1 Preferred Stock fails to purchase the shares of Series 1 Preferred Stock as agreed by such holder pursuant to the terms and conditions of a Series 1 Preferred Stock Purchase Agreement dated on or about the date hereof (the "New Series 1 Securities") on the terms and conditions (and at such time(s) as) provided in such Series 1 Preferred Stock Purchase Agreement (a "Non-participating Series 1 Holder"), then (i) all Series 1 Preferred Stock then owned by such Non-participating Series 1 Holder (and any right to any dividend, payment or other distribution thereon) will, without any further action by the Corporation or the holder, automatically convert into Common Stock of the Corporation at the then-effective Series 1 Conversion Rate, subject to and concurrently with the closing of the sale of the New Series 1 Securities in which the Non-participating Series 1 Holder failed to participate as provided above.

7. Issuances at Less Than the Conversion Price.

(a) Upon the issuance or sale by the Corporation of:

(i) Common Stock for a consideration per share less than the Series 1 Conversion Price in effect immediately prior to the time of such issue or sale; or

(ii) any Stock Purchase Rights where the consideration per share for which shares of Common Stock may at any time thereafter be issuable upon exercise thereof (or, in the case of Stock Purchase Rights exercisable for the purchase of Convertible Securities, upon the subsequent conversion or exchange of such Convertible Securities) will be less than the Series 1 Conversion Price in effect immediately prior to the time of the issue or sale of such Stock Purchase Rights; or

(iii) any Convertible Securities where the consideration per share for which shares of Common Stock may at any time thereafter be issuable pursuant to the terms of such Convertible Securities will be less than the Series 1 Conversion Price in effect immediately prior to the time of the issue or sale of such Convertible Securities;

other than an issuance of Common Stock pursuant to Section 5(a) or Section 6(d) hereof (any such issuance will be referred to hereinafter as a "Dilutive Issuance"), then forthwith upon such issue or sale, as applicable, the Series 1 Conversion Price will be reduced to a price (calculated to the nearest cent) determined by the following formula:

$$CP^1 = CP * \frac{N + C}{N + AS}$$

where:

CP^1 = the Series 1 Conversion Price as so adjusted;

CP = the former Series 1 Conversion Price;

N = the number of shares of Common Stock outstanding immediately prior to such issuance (or deemed issuance) assuming exercise or conversion of all outstanding securities exercisable for or convertible into Common Stock, whether or not then exercisable or convertible;

C = the number of shares of Common Stock that the aggregate consideration received or deemed to be received by the Corporation for the total number of additional securities so issued or deemed to be issued would purchase if the purchase price per share were equal to the then-existing Conversion Price;

AS = the number of shares of Common Stock so issued or deemed to be issued.

Notwithstanding the foregoing, the Series 1 Conversion Price will be reduced at such time if such reduction would be an amount less than \$0.001, but any such amount will be carried forward and deduction with respect thereto made at the time of and together with any subsequent reduction that, together with such amount and any other amount or amounts so carried forward, will aggregate \$0.001 or more.

(b) For purposes of this Section 7, the following provisions will be applicable:

(i) "Convertible Securities" will mean evidences of indebtedness, shares of stock (including, without limitation, the Preferred Stock) or other securities that are convertible into or exchangeable for, with or without payment of additional consideration, shares of Common Stock.

(ii) "Stock Purchase Rights" will mean any warrants, options or other rights to subscribe for, purchase or otherwise acquire any shares of Common Stock or any Convertible Securities.

(iii) Convertible Securities and Stock Purchase Rights will be deemed outstanding and issued or sold at the time of such issue or sale.

(iv) Determination of Consideration. The "consideration actually received" by the Corporation for the issuance, sale, grant or assumption of shares of Common Stock, Stock Purchase Rights or Convertible Securities, irrespective of the accounting treatment of such consideration, will be valued as follows:

(A) Cash Payment. In the case of cash, the net amount received by the Corporation after deduction of any accrued interest or dividends and before deducting any expenses paid or incurred and any underwriting commissions or concessions paid or allowed by the Corporation in connection with such issue or sale;

(B) Noncash Payment. In the case of consideration other than cash, the value of such consideration, including the value of any loan made in connection with the issuance of Stock Purchase Rights or Convertible Securities, which will not include the value of any Convertible Securities of the Corporation being converted or exchanged, as determined by the Board of Directors in good faith, after deducting any accrued interest or dividends; and

(C) Stock Purchase Rights and Convertible Securities. The total consideration, if any, received by the Corporation as consideration for the issuance of the Stock Purchase Rights or the Convertible Securities, as the case may be, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the exercise of such Stock Purchase Rights or upon the conversion or exchange of such Convertible Securities, as the case may be, in each case after deducting any accrued interest or dividends.

(D) Where as part of the same transaction or series of related transactions occurring within a sixty (60) day period more than one type of Convertible Securities and/or Stock Purchase Rights or both Convertible Securities and Stock Purchase Rights are issued, the determination as to whether a Dilutive Issuance has occurred will be made on an aggregate basis, taking into account all Convertible Securities and all Stock Purchase Rights whose

conversion or exercise are conditioned on the conversion or exercise of the other Convertible Securities and Stock Purchase Rights.

(c) Readjustment of Conversion Price. In the event of any change in (i) the consideration, if any, payable upon exercise of any Stock Purchase Rights or upon the conversion or exchange of any Convertible Securities (including additional consideration paid to extend the term or to change another provision of the Stock Purchase Rights or Convertible Securities or required as a condition of exercise or conversion) or (ii) the rate at which any Convertible Securities are convertible into or exchangeable for shares of Common Stock, the Series 1 Conversion Price as computed upon the original issue thereof will forthwith be readjusted to the Series 1 Conversion Price that would have been in effect at such time had such Stock Purchase Rights or Convertible Securities provided for such changed purchase price, consideration or conversion rate, as the case may be, at the time initially granted, issued or sold. On the expiration of any Stock Purchase Rights not exercised or of any right to convert or exchange under any Convertible Securities not exercised, the Series 1 Conversion Price then in effect will forthwith be increased to the Series 1 Conversion Price that would have been in effect at the time of such expiration had such Stock Purchase Rights or Convertible Securities never been issued. No readjustment of the Series 1 Conversion Price pursuant to this Subsection 7(c) will (i) increase the applicable Series 1 Conversion Price by an amount in excess of the adjustment originally made to the Series 1 Conversion Price in respect of the issue, sale or grant of the applicable Stock Purchase Rights or Convertible Securities or (ii) require any adjustment to the amount paid or number of shares of Common Stock received by any holder of Series 1 Preferred Stock upon any conversion of any share of Series 1 Preferred Stock prior to the date upon which such readjustment to the Series 1 Conversion Price will occur.

(d) Exclusions. Anything herein to the contrary notwithstanding, the Corporation will not be required to make any adjustment of the Series 1 Conversion Price in the case of (i) the issuance or sale of Common Stock or of options (or restricted stock awards), or the shares of stock issuable upon exercise of such options, to purchase up to 1,220,198 shares, subject to adjustment for stock splits, stock dividends, recapitalizations and the like, to directors, officers, employees or consultants of the Corporation pursuant to stock options or stock purchase plans or agreements, whether "qualified" for tax purposes or not, pursuant to plans or arrangements approved by the Board of Directors, (ii) the issuance or sale of Common Stock pursuant to a Qualified Public Offering, (iii) the issuance or sale of Common Stock or the sale of warrants to purchase shares of Common Stock (or shares of Common Stock pursuant to the exercise of such warrants) to the Corporation's strategic partners or in connection with other strategic transactions in an amount not to exceed five percent (5%) of the Corporation's Common Stock, as calculated on a fully diluted basis, if such issuance and sale is approved by the Corporation's Board of Directors, (iv) the issuance or sale of warrants to purchase shares of Common Stock (or shares of Common Stock pursuant to the exercise of such warrants) to the Corporation's lenders and/or equipment lessors in an amount not to exceed one percent (1%) of the Corporation's Common Stock, as calculated on a fully diluted basis, if such issuance and sale is approved by the Corporation's Board of Directors, (v) the issuance of Common Stock upon conversion of the Preferred Stock, or (vi) the issuance of any shares of capital stock upon the conversion or exercise of Stock Purchase Rights or Convertible Securities, the issuance of which was subject to the provisions of Section B.7(a) or was excluded therefrom pursuant to this Section B.7(d);

provided, however, that the holders of a majority of the shares of Series 1 Preferred Stock may waive on behalf of all holders of Series 1 Preferred Stock any adjustments otherwise applicable pursuant to this Section 7. The issuances or sales described in the preceding clauses (i), (ii) (iii), (iv), (v), and (vi) will be ignored for purposes of calculating any adjustment to any Conversion Price.

(c) Notice of Adjustments. Upon the occurrence of each adjustment or readjustment of the applicable Conversion Price pursuant to this Section 7, the Corporation at its expense will promptly compute such adjustment or readjustment in accordance with the terms thereof, and prepare and furnish to each holder of Series 1 Preferred Stock affected thereby a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation will, upon the written notice at any time of any holder of Series 1 Preferred Stock furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustment or readjustment, (ii) the applicable Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of such holder's shares.

8. Redemption.

(a) The holders of 66.67% of the then outstanding shares of Series 1 Preferred Stock will have the right and option to require the Corporation to redeem the Series 1 Preferred Stock by delivering to the Corporation, during the 180 day period immediately preceding the fifth anniversary of the original issuance of shares of Series 1 Preferred Stock, written notice (the "Series 1 Redemption Notice") of their election to have the Corporation redeem the Series 1 Preferred Stock. Upon receipt of a Series 1 Redemption Notice, the Corporation will redeem, from any source of funds legally available therefor, the Series 1 Preferred Stock in three (3) equal annual installments beginning on the date that is 180 days after receipt by the Corporation of the Series 1 Redemption Notice and continuing thereafter on the first and second anniversary of such initial redemption date (each, a "Redemption Date") whereupon all of the Series 1 Preferred Stock will have been redeemed. The Corporation will effect such redemption by paying a cash redemption price per share of Series 1 Preferred Stock (the "Series 1 Redemption Price") equal to the greater of (i) (A) the Series 1 Original Price plus (B) all accrued or declared but unpaid dividends on such shares through the applicable Redemption Date, or (ii) the fair market value of a share of Series 1 Preferred Stock as of the last day of the month in which the Series 1 Redemption Notice is delivered to the Corporation. The number of shares of Series 1 Preferred Stock that the Corporation will redeem on each Redemption Date will be equal to the quotient of (i) the aggregate number of shares of Series 1 Preferred Stock outstanding immediately prior to such Redemption Date, by (B) the number of Redemption Dates (including the Redemption Date to which this calculation applies). Any redemption effected pursuant to this Section 8 will be made pro rata among the holders of the Series 1 Preferred Stock in proportion to the number of shares of Series 1 Preferred Stock then held by them. Upon its receipt of a Series 1 Redemption Notice, the Corporation will promptly forward to each holder of Series 1 Preferred Stock that did not execute such Series 1 Redemption Notice a copy of such Series 1 Redemption Notice together with a copy of this Section 8.

(b) At least fifteen (15) but no more than thirty (30) days prior to each Redemption

Date, written notice will be delivered, by U.S. mail, first class postage prepaid, or by nationally recognized overnight courier, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Series 1 Preferred Stock to be redeemed, at the address last shown on the records of the Corporation for such holder, notifying such holder of the redemption to be effected, specifying the number of shares to be redeemed from such holder, the Redemption Date, 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 or her certificates representing the shares to be redeemed (the "Payment Notice"). Except as provided in Section 8(c) below, on or before each Redemption Date, each holder of Series 1 Preferred Stock will surrender to the Corporation the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice, and thereupon the Series 1 Redemption Price of such shares will be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate will be canceled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate will be issued representing the unredeemed shares.

(c) From and after each Redemption Date, unless there will have been a default in the payment of the Series 1 Redemption Price all rights of the holders of the shares of Series 1 Preferred Stock designated for redemption in the Payment Notice as holders of Series 1 Preferred Stock (except the right to receive the Series 1 Redemption Price, without interest upon surrender of their certificate or certificates) will cease with respect to such shares, and such shares will not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of the Corporation legally available for redemption of shares of Series 1 Preferred Stock on any Redemption Date are insufficient to redeem the total number of shares of Series 1 Preferred Stock to be redeemed on such date, those funds which are legally available will be used as follows: first, to redeem the maximum possible number of such shares ratably among the holders of shares of Series 1 Preferred Stock to be redeemed based on their holdings of Series 1 Preferred Stock. The shares of Series 1 Preferred Stock not redeemed will remain outstanding and be entitled to all the rights and preferences provided herein. At any time thereafter when additional funds of the Corporation are legally available for the redemption of shares of Series 1 Preferred Stock such funds will immediately be used to redeem the balance of the shares which the Corporation has become obliged to redeem but which it has not redeemed.

ARTICLE V

The management of the business and the conduct of the affairs of the Corporation will be vested in its Board of Directors. Elections of directors may be, but will not be required to be, by written ballot.

ARTICLE VI

The Board is authorized to adopt, amend and repeal all or any of the Bylaws of the Corporation to the fullest extent permitted by the General Corporation Law of the State of Delaware as in effect from time to time or any successor statute.

ARTICLE VII

The Corporation is to have perpetual existence.

ARTICLE VIII

No director of the corporation shall have personal liability arising out of an action whether by or in the right of the corporation or otherwise for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing shall not limit or eliminate the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the General Corporation Law of Delaware or any successor provision, (d) for any transaction from which such director derived an improper personal benefit, or (e) acts or omissions occurring prior to the date of the effectiveness of this provision.

Furthermore, notwithstanding the foregoing provision, in the event that the General Corporation Law of Delaware is amended or enacted to permit further limitation or elimination of the personal liability of the director, the personal liability of the corporation's directors shall be limited or eliminated to the fullest extent permitted by the applicable law.

This provision shall not affect any provision permitted under the General Corporation Law of Delaware in the certificate of incorporation, bylaws or contract or resolution of the corporation indemnifying or agreeing to indemnify a director against personal liability. Any repeal or modification of this provision shall not adversely affect any limitation hereunder on the personal liability of the director with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE IX

The Corporation shall indemnify any and all of its directors or officers or former directors or officers to the fullest extent from time to time permitted by law with respect to any matter relating to his or her duty as an officer or director of the Corporation. Such indemnification shall not be deemed exclusive or any other rights to which those indemnified may be entitled, under any law, bylaw, agreement, vote of stockholders, or otherwise. Any repeal or modification of this Article IX shall not adversely affect any right or protection of a director or former director existing under this Article IX with respect to any act or omission occurring prior to such repeal or modification.

ARTICLE X

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

ARTICLE XI

All provisions relating to any exchange, reclassification or cancellation of issued shares are set forth in this Certificate of Incorporation.


ARTICLE XII

Any shares of Preferred Stock redeemed, purchased or otherwise acquired by the Corporation shall be deemed retired and shall be cancelled and may not under any circumstances thereafter be reissued or otherwise disposed of by the Corporation.

ARTICLE XIII

Notwithstanding the provisions of Section 242 of the Delaware General Corporation Law, the number of authorized shares of Common Stock of the Corporation may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by an affirmative vote of the holders of a majority of the outstanding capital stock of the Corporation, voting together as a single class.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this October 31, 2005.



Name: Gregory P. Burnell
Title: President

CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
6TH SENSE SOFTWARE, INC.


Pursuant to Section 242 of the General Corporation Law of the State of Delaware, 6th Sense Software, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware, does hereby certify and set forth as follows:

1. The name of the corporation is 6th Sense Software, Inc. (the "Corporation").
2. The Corporation's original Certificate of Incorporation was filed on August 20, 2004, and subsequently amended on October 31, 2005.
3. Resolutions were duly adopted by the Board of Directors of the Corporation setting forth a proposed amendment to the Corporation's Amended and Restated Certificate of Incorporation (the "Certificate of Amendment"), and declaring such Certificate of Amendment to be advisable and in the best interests of the corporation and its stockholders.
4. Pursuant to the recommendation of the Board of Directors of the Corporation, this Certificate of Amendment was consented to in writing by the stockholders of the Corporation in accordance with Section 228 of the General Corporation Law of the State of Delaware.
5. The Corporation's Amended and Restated Certificate of Incorporation is hereby amended by amending and restating Article I thereof to read as follows:
"The name of the corporation is 6th Sense Analytics, Inc. (the "Corporation")."
6. This Certificate of Amendment will be effective upon filing.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, 6th Sense Software, Inc. has caused this Certificate of Amendment to be signed by its Chief Executive Officer this 29th day of November 2005.

6TH SENSE SOFTWARE, INC.

By: 
Name: Gregory P. Bumell
Title: Chief Executive Officer