

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
ADVANDX, INC.

Under Sections 141, 228, 242 and 245 of the
Delaware General Corporation Law

(Incorporated May 16, 2002)

AdvanDx, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: The name of the corporation is AdvanDx, Inc. (the "Corporation")

SECOND: The Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on May 16, 2002. A Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on February 21, 2012.

THIRD: The Restated Certificate of Incorporation filed on February 21, 2012 is hereby amended to, among other things, change the capitalization of the Corporation as set forth in the Restated Certificate of Incorporation below.

FOURTH: This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 141, 228, 242 and 245 of the Delaware General Corporation Law.

FIFTH: Pursuant to Section 228(a) of the Delaware General Corporation Law, the holders of outstanding shares of the Corporation having no less than the minimum number of votes that would be necessary to authorize or take such actions at a meeting at which all shares entitled to vote thereon were present and voted, consented to the adoption of the aforesaid amendments without a meeting, without a vote and without prior notice and that written notice of the taking of such actions has been given in accordance with Section 228(e) of the Delaware General Corporation Law.

SIXTH: The text of the Restated Certificate of Incorporation of the Corporation, as amended and restated herein, shall read in its entirety as follows:

RESTATED CERTIFICATE OF INCORPORATION

OF

ADVANDX, INC.

ARTICLE I: NAME

The name of the corporation is AdvanDx, Inc.

ARTICLE II: REGISTERED OFFICE; REGISTERED AGENT

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III: PURPOSES

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

ARTICLE IV: CAPITAL STOCK

Upon the filing with the Secretary of State of the State of Delaware (the "Effective Time") of this Certificate and after the Effective Time, the designations and powers, preferences and rights, and the qualifications, limitations or restrictions of the classes of capital stock of the Corporation shall be as follows:

Section 1. Number of Shares

The total number of shares of capital stock which the Corporation is authorized to issue is Eight Million Two Hundred Thirty Nine Thousand One Hundred Sixty Nine (8,239,169), consisting of Four Million Five Hundred (4,500,000) shares of common stock, \$.0001 par value per share (the "Common Stock"), and Three Million Seven Hundred Thirty Nine Thousand One Hundred Sixty Nine (3,739,169) shares of preferred stock, \$.0001 par value per share (the "Preferred Stock"). Of the Preferred Stock, One Hundred Two Thousand Five Hundred (102,500) shall be designated as Series A Preferred Stock, \$.0001 par value per share (the "Series A Preferred Stock"), Three Hundred Eighteen Thousand One Hundred (318,100) shall be designated as Series B Preferred Stock, \$.0001 par value per share (the "Series B Preferred Stock"), Two Hundred Fifty Thousand (250,000) shall be designated as Series B-2 Preferred Stock, \$.0001 par value per share (the "Series B-2 Preferred Stock"), One Hundred Sixty Six Thousand Eighty (166,080) shall be designated as Series C Preferred Stock, \$.0001 par value per share (the "Series C Preferred Stock"), One Hundred Fifty Nine Thousand Nine Hundred Ninety Nine (159,999) shall be designated as Series C-1 Preferred Stock \$.0001 par value per share (the

"Series C-1 Preferred Stock"), Two Hundred Forty Seven Thousand Six Hundred Thirty Eight (247,638) shall be designated as Series C-2 Preferred Stock, \$.0001 par value per share (the "Series C-2 Preferred Stock"), Four Hundred Thirty Seven Thousand Three Hundred Ninety Two (437,392) shall be designated as Series C-3 Preferred Stock, \$.0001 par value per share (the "Series C-3 Preferred Stock") and Two Million Fifty Seven Thousand Four Hundred Sixty (2,057,460) shall be designated as Series D Preferred Stock, \$.0001 par value per share (the "Series D Preferred Stock").

Section 2. Preferred Stock

The rights, preferences, privileges and restrictions granted to and imposed upon the Preferred Stock are as follows:

2.1 Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in the Certificate of Incorporation) the holders of the Preferred Stock then outstanding shall simultaneously receive, a dividend on each outstanding share of Preferred Stock in an amount at least equal to (i) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Preferred Stock as would equal the product of (A) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (B) the number of shares of Common Stock issuable upon conversion of a share of Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (ii) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Preferred Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) multiplying such fraction by an amount equal to the Series A Original Issue Price, the Series B Original Issue Price, the Series B-2 Original Issue Price, the Series C Original Issue Price, the Series C-1 Original Issue Price, the Series C-2 Original Issue Price, the Series C-3 Original Issue Price and the Series D Original Issue Price (all as defined below), as applicable; provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Preferred Stock pursuant to this Section 2.1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Preferred Stock dividend. The "Series A Original Issue Price" shall mean \$10.00 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock. The "Series B Original Issue Price" shall mean \$15.7183 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock. The "Series B-2 Original Issue Price" shall mean \$20.00 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B-2 Preferred Stock. The "Series C Original Issue Price" shall mean \$90.32 per share, subject to appropriate adjustment in the event of any stock

dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock. The "Series C-1 Original Issue Price" shall mean \$50.00 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C-1 Preferred Stock. The "Series C-2 Original Issue Price" shall mean \$22.90 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C-2 Preferred Stock. The "Series C-3 Original Issue Price" shall mean \$12.00 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C-3 Preferred Stock. The "Series D Original Issue Price" shall mean \$6.00 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series D Preferred Stock.

2.2 Liquidation. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or upon any Deemed Liquidation Event (as defined below):

(a) Preferential Treatment of Holders of Preferred Stock. After payment or provision for payment of the debts and other liabilities of the Corporation, all assets and funds of the Corporation legally available for distribution shall be distributed to the holders of Series D Preferred Stock, the holders of Series C-3 Preferred Stock, the holders of Series C-2 Preferred Stock, the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of Series B Preferred Stock, the holders of Series A Preferred Stock and the holders of Common Stock in the following order of priority:

(i) First, ratably among the holders of Series A Preferred Stock until such holders have received the preferential amount of USD \$10.00 per share of Series A Preferred Stock held thereby, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, reorganization or other recapitalization with respect to the Series A Preferred Stock, plus any declared but unpaid dividends;

(ii) Second, and after such payments have been made in full, ratably among the holders of (i) Founders Stock (as defined below), until such holders have received an aggregate amount of \$446,281 thereby, and (ii) the holders of Series A Preferred Stock based on the relative number of shares of Common Stock into which the Series A Preferred Stock are then convertible, until such holders have received an aggregate amount of \$228,719 thereby (as used herein the term "Founders Stock" means the shares of Common Stock issued to each of Thais T. Johansen and Henrik Stender (the "Founders" and the holders thereof includes the Founders and their respective permitted transferees);

(iii) Third, and after such payments have been made in full, ratably among the holders of Series D Preferred Stock until such holders have received the preferential amount of USD \$12.00 per share of Series D Preferred Stock held thereby, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, reorganization or other recapitalization with respect to the Series D Preferred Stock, plus any declared but unpaid dividends;

(iv) Fourth, and after such payments have been made in full, ratably among the holders of Series C-3 Preferred Stock until such holders have received the preferential amount of USD \$12.00 per share of Series C-3 Preferred Stock held thereby, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, reorganization or other recapitalization with respect to the Series C-3 Preferred Stock, plus any declared but unpaid dividends;

(v) Fifth, and after such payments have been made in full, ratably among the holders of Series C-2 Preferred Stock until such holders have received the preferential amount of USD \$22.90 per share of Series C-2 Preferred Stock held thereby, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, reorganization or other recapitalization with respect to the Series C-2 Preferred Stock, plus any declared but unpaid dividends;

(vi) Sixth, and after such payments have been made in full, ratably among the holders of Series C-1 Preferred Stock until such holders have received the preferential amount of USD \$50.00 per share of Series C-1 Preferred Stock held thereby, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, reorganization or other recapitalization with respect to the Series C-1 Preferred Stock, plus any declared but unpaid dividends;

(vii) Seventh, and after such payments have been made in full, ratably among the holders of Series C Preferred Stock until such holders have received the preferential amount of USD \$90.32 per share of Series C Preferred Stock held thereby, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, reorganization or other recapitalization with respect to the Series C Preferred Stock, plus any declared but unpaid dividends;

(viii) Eighth, and after such payments have been made in full, ratably among the holders of Series B-2 Preferred Stock until such holders have received the preferential amount of USD \$20.00 per share of Series B-2 Preferred Stock held thereby, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, reorganization or other recapitalization with respect to the Series B-2 Preferred Stock, plus any declared but unpaid dividends;

(ix) Ninth, and after such payments have been made in full, ratably among the holders of Series B Preferred Stock until such holders have received the preferential amount of USD \$15.7183 per share of Series B Preferred Stock held thereby, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, reorganization or other recapitalization with respect to the Series B Preferred Stock, plus any declared but unpaid dividends;

(x) Tenth, and after such payments have been made in full, ratably among the holders of Series D Preferred Stock, the holders of Series C-3 Preferred Stock, the holders of Series C-2 Preferred Stock, the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of Series B

Preferred Stock, the holders of Series A Preferred Stock (based on the conversion of all such Preferred Stock into Common Stock) and the holders of Common Stock.

(b) Deemed Liquidation Events. Each of the following events shall be considered a “Deemed Liquidation Event” unless (A) the holders of at least 65% of the outstanding shares of Preferred Stock, voting together as a single class on an as-converted basis, and (B) the holders of at least 85% of the outstanding shares of the Series D Preferred Stock, voting together as a single class on an as-converted basis, elect otherwise by written notice sent to the Corporation at least five days prior to the effective date of any such event:

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

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

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

(c) Effecting a Deemed Liquidation Event.

(i) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Sections 2.2(b)(i)(A) and (B) unless the agreement or plan of merger or consolidation for such transaction provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Section 2.2(a).

(ii) In the event of a Deemed Liquidation Event referred to in Sections 2.2(b)(i)(B) or 2.2(b)(ii), if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within 90 days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no

later than the 90th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Preferred Stock, and (ii) if the holders of (a) at least 65% of the then outstanding shares of Preferred Stock, voting together as a single class on an as-converted basis, and (b) at least 85% of the outstanding shares of Series D Preferred Stock, voting together as a single class on an as-converted basis, so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the "Available Proceeds"), on the 150th day after such Deemed Liquidation Event, to redeem all outstanding shares of Preferred Stock at a price per share equal to the preferential amounts set forth in Section 2.2(a). Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall ratably redeem pursuant to Section 2.2(a) each holder's shares of Preferred Stock to the fullest extent of such Available Proceeds, and shall redeem the remaining shares as soon as it may lawfully do so under Delaware law governing distributions to stockholders. Prior to the distribution or redemption provided for in this Section 2.2(c)(ii), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event.

(d) Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. Whenever the distributions provided for in this Section 2.2 shall be payable in property other than cash, the value of such distributions shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation.

(e) Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to Sections 2.2(b)(i) and (ii), if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the "**Additional Consideration**"), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Section 2.2(a) as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Section 2.2(a) after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection 2.2(e), consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

2.3 Voting. Except as otherwise expressly provided in this Certificate or as otherwise provided by law, the holders of Series A Preferred Stock, Series B Preferred Stock, Series B-2 Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series C-3 Preferred Stock and Series D Preferred Stock shall vote together with the holders of Common Stock as a single class of stock on all matters; provided, that this Certificate or the Bylaws of the Corporation shall not be amended or otherwise altered in any manner that would materially and adversely alter or affect the rights, powers or preferences, qualifications, limitations, restrictions, or authorized amount of the: (i) Series D Preferred Stock, without the affirmative vote of holders of at least 85% of the outstanding shares of Series D Preferred Stock; (ii) Series C-3 Preferred Stock, Series C-2 Preferred Stock, Series C-1 Preferred Stock or Series C Preferred Stock without the affirmative vote of holders of at least 65% of the outstanding shares of Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock and Series C-3 Preferred Stock voting together as a class; and (iii) Series B-2 Preferred Stock or the Series B Preferred Stock without the affirmative vote of holders of at least 65% of the outstanding shares of Series B-2 Preferred Stock and Series B Preferred Stock voting together as a class. For this purpose, without limiting the generality of the foregoing, the termination, elimination or cancellation of the terms of the Series D Preferred Stock, the Series C-3 Preferred Stock, the Series C-2 Preferred Stock, the Series C-1 Preferred Stock, the Series C Preferred Stock, the Series B-2 Preferred Stock or the Series B Preferred Stock in connection with any merger, consolidation or sale of substantially all of the assets of the Corporation, shall be deemed to affect materially and adversely each of the Series D Preferred Stock, the Series C-3 Preferred Stock, the Series C-2 Preferred Stock, Series C-1 Preferred Stock, the Series C Preferred Stock, the Series B-2 Preferred Stock and the Series B Preferred Stock; provided, that the authorization of any shares of capital stock with preference or priority over or on a parity with the Series D Preferred Stock, the Series C-3 Preferred Stock, the Series C-2 Preferred Stock, the Series C-1 Preferred Stock, the Series C Preferred Stock, the Series B-2 Preferred Stock or the Series B Preferred Stock as to the right to receive either dividends or amounts distributable upon liquidation, dissolution or winding up of the Corporation shall not be deemed to affect materially and adversely the Series D Preferred Stock, the Series C-3 Preferred Stock, the Series C-2 Preferred Stock, the Series C-1 Preferred Stock, the Series C Preferred Stock, the Series B-2 Preferred Stock or the Series B Preferred Stock, as applicable. Each share of Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which it is convertible at the record date for the determination of stockholders entitled to vote, or, if no record date is established, at the date such vote is taken or any written consent of stockholders is solicited.

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

(a) Right to Convert.

(i) Conversion Ratio.

A. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series A Original Issue

Price by the Series A Conversion Price (as defined below) in effect at the time of conversion. The "Series A Conversion Price" shall initially be equal to \$10.00. Such initial Series A Conversion Price, and the rate at which shares of Series A Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

B. Each share of Series B Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series B Original Issue Price by the Series B Conversion Price (as defined below) in effect at the time of conversion. The "Series B Conversion Price" shall initially be equal to \$15.7183. Such initial Series B Conversion Price, and the rate at which shares of Series B Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

C. Each share of Series B-2 Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series B-2 Original Issue Price by the Series B-2 Conversion Price (as defined below) in effect at the time of conversion. The "Series B-2 Conversion Price" shall initially be equal to \$20.00. Such initial Series B-2 Conversion Price, and the rate at which shares of Series B-2 Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

D. Each share of Series C Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series C Original Issue Price by the Series C Conversion Price (as defined below) in effect at the time of conversion. The "Series C Conversion Price" shall initially be equal to \$90.32. Such initial Series C Conversion Price, and the rate at which shares of Series C Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

E. Each share of Series C-1 Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series C-1 Original Issue Price by the Series C-1 Conversion Price (as defined below) in effect at the time of conversion. The "Series C-1 Conversion Price" shall initially be equal to \$50.00. Such initial Series C-1 Conversion Price, and the rate at which shares of Series C-1 Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

F. Each share of Series C-2 Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series C-2 Original Issue Price by the Series C-2 Conversion Price (as defined below) in effect at the time of conversion. The "Series C-2 Conversion Price" shall initially be equal to \$22.90. Such initial

Series C-2 Conversion Price, and the rate at which shares of Series C-2 Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

G. Each share of Series C-3 Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series C-3 Original Issue Price by the Series C-3 Conversion Price (as defined below) in effect at the time of conversion. The "Series C-3 Conversion Price" shall initially be equal to \$12.00. Such initial Series C-3 Conversion Price, and the rate at which shares of Series C-3 Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

H. Each share of Series D Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series D Original Issue Price by the Series D Conversion Price (as defined below) in effect at the time of conversion. The "Series D Conversion Price" shall initially be equal to \$6.00. Such initial Series D Conversion Price, and the rate at which shares of Series D Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below. The Series A Conversion Price, the Series B Conversion Price, the Series B-2 Conversion Price, the Series C Conversion Price, the Series C-1 Conversion Price, the Series C-2 Conversion Price, the Series C-3 Conversion Price and the Series D Conversion Price shall herein after sometime be referred to as the "Conversion Price."

(ii) Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of the Preferred Stock.

(b) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of the Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

(c) Mechanics of Conversion.

(i) Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation

against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "Conversion Time"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (i) issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Section 2.4(b) in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

(ii) Reservation of Shares. The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Conversion Price of a particular series of Preferred Stock below the then par value of the shares of Common Stock issuable upon conversion of such series of Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Conversion Price.

(iii) Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Section 2.4(b) and to receive payment of any

dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

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

(v) Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 2.4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

(d) Adjustments to Series D Conversion Price for Diluting Issues.

(i) Special Definitions. For purposes of this Article Fourth, the following definitions shall apply:

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

B. "Series D Original Issue Date" shall mean the date on which the first share of Series D Preferred Stock was issued.

C. "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

D. "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section 2.4(d)(iii) below, deemed to be issued) by the Corporation after the Series D Original Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, "Exempted Securities"):

- (i) shares of Common Stock, Options or Convertible Securities issued upon the conversion of any of the Series D Preferred Stock or as a dividend or distribution on Series D Preferred Stock;

- (ii) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Sections (e), (f), (g) or (h);
- (iii) shares of Common Stock or Options issued or issuable to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors of the Corporation;
- (iv) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security;
- (v) shares of Common Stock, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors of the Corporation; or
- (vi) shares of Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation, entity or business by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided, that such issuances are approved by the Board of Directors of the Corporation; or
- (vii) shares of Common Stock, Options or Convertible Securities issued in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships as part of transaction approved by the Board of Directors of the Corporation.

(ii) No Adjustment of Series D Conversion Price. No adjustment in the Series D Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the holders of at least 85% of the then outstanding shares of Series D Preferred Stock agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock (such notice waiving adjustment to the Series D Conversion Price shall not be unreasonably withheld or delayed).

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

A. If the Corporation at any time or from time to time after the Series D Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

B. If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Series D Conversion Price pursuant to the terms of Section 2.4(d)(iv), are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Series D Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Series D Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause B shall have the effect of increasing the Series D Conversion Price to an amount which exceeds the lower of (i) the Series D Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Series D Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

C. If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the

issuance of which did not result in an adjustment to the Series D Conversion Price pursuant to the terms of Section 2.4(d)(iv) (either because the consideration per share (determined pursuant to Section 2.4(d)(v) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Series D Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series D Original Issue Date), are revised after the Series D Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Section 2.4(d)(iii)(A) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

D. Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Series D Conversion Price pursuant to the terms of Section 2.4(d)(iv), the Series D Conversion Price shall be readjusted to such Series D Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

E. If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Series D Conversion Price provided for in this Section 2.4(d)(iii) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (B) and (C) of this Section 2.4(d)(iii). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Series D Conversion Price that would result under the terms of this 2.4(d)(iii) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Series D Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

(iv) Adjustment of Series D Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series D Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 2.4(d)(iii), without consideration or for a consideration per share less than the Series D Conversion Price in effect

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

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

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

A. "CP₂" shall mean the Series D Conversion Price in effect immediately after such issue of Additional Shares of Common Stock

B. "CP₁" shall mean the Series D Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;

C. "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the Series D Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

D. "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP₁); and

E. "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

(v) Determination of Consideration. For purposes of this Section 2.4(d), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

A. Cash and Property: Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and

(iii) in the event Additional Shares of Common Stock are issued together with other shares or

securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors of the Corporation.

B. Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 2.4(d)(iii), relating to Options and Convertible Securities, shall be determined by dividing

the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

(vi) Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Series D Conversion Price pursuant to the terms of Section 2.4(d)(iv), and such issuance dates occur within a period of no more than 90 days from the first such issuance to the final such issuance, then, upon the final such issuance, the Series D Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

(e) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series D Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series D Original Issue Date combine the outstanding shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares

of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series D Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price of each series of Preferred Stock in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price of the applicable series of Preferred Stock then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price of such series of Preferred Stock shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price of such series of Preferred Stock shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of such series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

(g) Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series D Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 2.1 do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

(h) Adjustment for Merger or Reorganization, etc. Subject to the provisions of Section 2.2, if there shall occur any reorganization, recapitalization,

reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections (d), (f) or (g)), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 2.4 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section 2.4 (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock.

(i) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the applicable Conversion Price, as the case may be, pursuant to this Section 2.4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 15 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the applicable conversion price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of such Preferred Stock.

(j) Notice of Record Date. In the event:

A. the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

B. of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

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

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

2.5 Mandatory Conversion.

(a) Trigger Events. Upon the closing of the sale of shares of Common Stock to the public in a firm-commitment underwritten initial public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least \$40,000,000 of gross proceeds to the Corporation (the time of such closing is referred to herein as the "Mandatory Conversion Time"), (i) all outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate and (ii) such shares may not be reissued by the Corporation.

(b) Procedural Requirements. All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 2.5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Section 2.5(a), including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Section 2.5(b). As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for the Preferred Stock, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Section 2.4(b) in lieu of any fraction of a

share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

Section 3. Common Stock

3.1 Voting Rights. Except as otherwise required by law or by this Certificate, each share of Common Stock shall entitle the holder thereof to one vote on each matter submitted to a vote of the stockholders of the Corporation, and the holders of shares of Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series B-2 Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series C-3 Preferred Stock and Series D Preferred Stock shall vote together, on an as-converted basis, and not as separate classes.

3.2 Residual Rights. All rights accruing to the outstanding shares of the Corporation not otherwise expressly provided for herein shall be vested in the Common Stock.

ARTICLE V: PERPETUAL EXISTENCE

The Corporation is to have perpetual existence.

ARTICLE VI: BY-LAWS

In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, alter or repeal the By-laws of the Corporation.

ARTICLE VII: MEETINGS OF STOCKHOLDERS

Meetings of Stockholders may be held within or without the State of Delaware, as the By-laws may provide. The books of the Corporation may be kept (subject to any provisions contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the By-laws of the Corporation. Written ballots shall not be required for any vote taken by the Stockholders of the Corporation.

ARTICLE VIII: LIABILITY

(a) The liability of the directors for monetary damages shall be eliminated to the fullest extent under the Delaware General Corporation Law. Without limiting the generality of the foregoing, to the fullest extent permitted by the Delaware General Corporation Law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability: (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for any matter in respect of which such director shall be liable under Section 174 of Title 8 of the Delaware General Corporation Law or any amendment

thereto or successor provision thereto; or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (each such person, an "Indemnity Claimant"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the indemnity Claimant in connection with such action, suit or proceeding if the Indemnity Claimant acted in good faith and in a manner the Indemnity Claimant reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the Indemnity Claimant's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnity Claimant did not act in good faith and in a manner which the Indemnity Claimant reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the Indemnity Claimant's conduct was unlawful.

(c) Notwithstanding paragraph (a) of this Article VIII, the Corporation shall indemnify any Indemnity Claimant who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the Indemnity Claimant is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the Indemnity Claimant in connection with the defense or settlement of such action or suit (and any investigation related thereto) if the Indemnity Claimant acted in good faith and in a manner the Indemnity Claimant reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which the Indemnity Claimant shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnity Claimant is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(d) Expenses incurred in defending a civil or criminal action, suit or proceeding shall (in the case of any action, suit or proceeding against a director or officer of the Corporation) or may (in the case of any action, suit or proceeding against a trustee, employee or agent) be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors upon receipt of an undertaking by or on

behalf of the indemnified person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII. Notwithstanding the foregoing, no advance shall be made by the Corporation if a determination is reasonably and promptly made at a meeting duly held by a majority vote of disinterested directors that, based upon the facts known to such disinterested directors at the time such determination is made, either (i) the Indemnity Claimant did not act in good faith and in a manner which the Indemnity Claimant reasonably believed to be in or not opposed to the best interests of the Corporation, (ii) with respect to any criminal action or proceeding, the Indemnity Claimant had reasonable cause to believe that the Indemnity Claimant's conduct was unlawful, or (iii) as a result of the alleged actions by the Indemnity Claimant, it is more likely than not that it will ultimately be determined that Indemnity Claimant is not entitled to indemnification.

(e) The right to indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not exclude or be exclusive of any other rights to which any person may be entitled under the bylaws of the Corporation, any contract or agreement between the Corporation and any officer, director, employee- or agent of the Corporation, vote of stockholders or otherwise. If any officer, director or other person indemnified by the Corporation has any right to indemnification from any third party or entity, including, without limitation, an investment fund affiliated with such officer, director or other person, with respect to matters indemnified by the Corporation, upon written notice to the Corporation of such right to indemnification from any such third party or entity: (i) the indemnification of the Corporation shall be first and primary (i.e., the Corporation's obligations to the indemnitee are primary and any obligation of any such third party or entity to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the indemnitee are secondary); (ii) the Corporation shall not be entitled to request or cause such officer, director or other person to seek indemnification from such third party or entity; (iii) the Corporation shall be required to advance the full amount of expenses incurred by the indemnitee and shall be liable for the full amount of all expenses, judgments, penalties, lines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Article VIII and the bylaws of the Corporation (or any other agreement between the Corporation and the indemnitee), without regard to any rights the indemnitee may have against any such third party or entity; (iv) the Corporation irrevocably waives, relinquishes and releases any such third party or entity from any and all claims against such third party or entity for contribution, subrogation or any other recovery of any kind in respect thereof; (v) the Corporation agrees that no advancement or payment by any such third party or entity on behalf of the indemnitee with respect to any claim for which the indemnitee has sought indemnification from the Corporation shall affect the foregoing and that any such third party or entity shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the indemnitee against the Corporation; and (vi) any such third party or entity is an express third party beneficiary hereof.

(f) The Corporation shall indemnify any investment fund that has designated a member of the Board of Directors (an "Indemnified Fund") and its affiliates, general and limited partners, employees and representatives (each, an "Indemnified Fund Party") and hold each Indemnified Fund Party harmless from and against any and all expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of such Indemnified Fund Party in connection with any threatened, pending or

completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of any Indemnified Fund Party's status as a person who is or was a director, officer, employee, agent or fiduciary of or consultant to the Corporation or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the Corporation or any claim, issue or matter therein; provided, however, that the Corporation shall not be responsible to an Indemnified Fund Party with respect to any amounts payable pursuant to this Section (f) to the extent that a court of competent jurisdiction shall have determined by a final judgment not subject to further appeal that such amounts payable resulted from actions taken or omitted to be taken by such Indemnified Fund Party due to such Indemnified Fund Party's gross negligence, bad faith or willful misconduct. The Corporation shall advance all expenses reasonably incurred by or on behalf of such Indemnified Fund Party in connection therewith within thirty (30) days after the receipt by the Corporation of a statement or statements from such Indemnified Fund Party requesting such advance payment or payments from time to time so long as such Indemnified Fund Party has delivered to the Corporation a written undertaking pursuant to which such Indemnified Fund Party agrees to return all advanced amounts in the event it is ultimately determined that such Indemnified Fund Party is not entitled to indemnification under this Section (f). The foregoing arrangements shall be in addition to any rights that any Indemnified Fund Party may have under law or otherwise.

(g) Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate inconsistent with this Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VIII if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted. Notwithstanding any other provision herein, any right or protection provided under this Article VIII shall be deemed to vest at the time the act or omission occurred, irrespective of when and whether a proceeding challenging such act or omission is first threatened or commenced.

ARTICLE IX: SECTION 203

The Corporation expressly elects not to be governed by Section 203 of the Delaware General Corporation Law.

ARTICLE X: CERTAIN COMPROMISES

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in

such manner as the said court directs, if a majority in number representing three-fourths in value of the creditors or class of creditors and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, said compromise or arrangement and said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

ARTICLE XI: AMENDMENT OF CERTIFICATE

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned has signed this Amended and Restated
Certificate of Incorporation as of October 12, 2012.

By: Dennis H. Langer
Name: Dennis H. Langer
Title: President