

ANALOGIX SEMICONDUCTOR, INC.

FOURTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

Analogix Semiconductor, Inc., a Delaware corporation, hereby certifies as follows:

1. The name of the corporation is Analogix Semiconductor, Inc. The date of filing of the corporation's original Certificate of Incorporation with the Secretary of State of the State of Delaware was March 14, 2002. A Restated Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on October 4, 2002. A Second Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on March 24, 2005. A Third Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on November 9, 2006.

2. This Fourth Amended and Restated Certificate of Incorporation of the corporation attached hereto as Exhibit "1", which is incorporated herein by this reference, and which restates, integrates and further amends the provisions of the Third Amended and Restated Certificate of Incorporation of this corporation as may have been previously amended or supplemented, has been duly adopted by the corporation's Board of Directors and stockholders in accordance with Sections 242 and 245 of the Delaware General Corporation Law, with the approval of the corporation's Board of Directors having been given by written consent without a meeting in accordance with Section 141(f) of the Delaware General Corporation Law and with the approval of the corporation's stockholders having been given by written consent without a meeting in accordance with Section 228 of the Delaware General Corporation Law.

In Witness Whereof, said corporation has caused this Fourth Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer and the foregoing facts stated herein are true and correct.

Dated: July 30, 2007

ANALOGIX SEMICONDUCTOR, INC.

By: /s/ Kewei Yang
Kewei Yang, Chief Executive Officer

EXHIBIT "1"

ANALOGIX SEMICONDUCTOR, INC.

FOURTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

ARTICLE I

The name of the Corporation is Analogix Semiconductor, Inc.

ARTICLE II

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

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

ARTICLE IV

This Corporation is authorized to issue two (2) classes of shares, designated "Common Stock" and "Preferred Stock." The total number of shares of Common Stock authorized to be issued is forty-eight million (48,000,000) shares, \$0.0001 par value per share. The total number of shares of Preferred Stock authorized to be issued is thirty-three million one hundred seventy-nine thousand one hundred thirty-one (33,479,131) shares, \$0.0001 par value per share, four million seven hundred thirty-six thousand four hundred seventy-five (4,736,475) of which are designated as "Series A-1 Preferred Stock," five million four hundred seventy-three thousand eight hundred sixty-four (5,473,864) of which are designated as "Series A-2 Preferred Stock," eleven million one hundred twenty-three thousand four hundred ten (11,123,410) of which are designated as "Series B Preferred Stock," four million six hundred forty-five thousand three hundred eighty-two (4,645,382) of which are designated as "Series B-1 Preferred Stock" and seven million five hundred thousand (7,500,000) of which are designated as "Series B-2 Preferred Stock."

ARTICLE V

The rights, preferences, privileges and restrictions granted to and imposed on the Preferred Stock and the Common Stock are as follows.

1. **Definitions.** For purposes of this Certificate of Incorporation, the following definitions apply:

1.1 ***"Board"*** shall mean the Board of Directors of the Corporation.

1.2 ***"Corporation"*** shall mean this corporation.

1.3 ***"Common Stock"*** shall mean the Common Stock, \$0.0001 par value per share, of the Corporation.

1.4 ***"Common Stock Dividend"*** shall mean a stock dividend declared and paid on the Common Stock that is payable in shares of Common Stock.

1.5 ***"Dividend Rate"*** shall mean \$0.093752 per share per annum for the Series A-1 Stock, \$0.115212 per share per annum for the Series A-2 Stock, \$0.138628 per share per annum for the Series B Stock, \$0.174851 per share per annum for the Series B-1 Stock and \$0.185944 per share per annum for the Series B-2 Stock (as adjusted for any stock splits, stock dividends, recapitalizations or the like, with respect to each such series of Preferred Stock).

1.6 ***"Original Issue Date"*** shall mean the date on which the first share of (a) Series A-1 Stock is issued by the Corporation, for the Series A-1 Stock; (b) Series A-2 Stock is issued by the Corporation, for the Series A-2 Stock; (c) Series B Stock is issued by the Corporation, for the Series B Stock; (d) Series B-1 Stock is issued by the Corporation, for the Series B-1 Stock; and (e) Series B-2 Stock is issued by the Corporation, for the Series B-2 Stock.

1.7 ***"Original Issue Price"*** shall mean \$0.93752 per share for the Series A-1 Stock, \$1.15212 per share for the Series A-2 Stock, \$1.38628 per share for the Series B Stock, \$1.74851 per share for the Series B-1 Stock and \$1.85944 per share for the Series B-2 Stock.

1.8 ***"Permitted Repurchases"*** shall mean the repurchase by the Corporation of shares of Common Stock held by employees, officers, directors, consultants, independent contractors, advisors, or other persons performing services for the Corporation or a subsidiary that are subject to restricted stock purchase agreements or stock option exercise agreements under which the Corporation has the option to repurchase such shares: (a) at cost, upon the occurrence of certain events, such as the termination of employment or services; or (b) at any price pursuant to the Corporation's exercise of a right of first refusal to repurchase such shares.

1.9 ***"Preferred Stock"*** shall mean the Series A-1 Stock, the Series A-2 Stock, the Series B Stock, the Series B-1 Stock and the Series B-2 Stock, collectively.

1.10 ***"Series A Stock"*** shall mean the Series A-1 Stock and the Series A-2 Stock, collectively.

1.11 ***"Series A-1 Stock"*** shall mean the Series A-1 Preferred Stock, \$0.0001 par value per share, of the Corporation.

1.12 "**Series A-2 Stock**" shall mean the Series A-2 Preferred Stock, \$0.0001 par value per share, of the Corporation.

1.13 "**Series B Stock**" shall mean the Series B Preferred Stock, \$0.0001 par value per share, of the Corporation.

1.14 "**Series B-1 Stock**" shall mean the Series B-1 Preferred Stock, \$0.0001 par value per share, of the Corporation.

1.15 "**Series B-2 Stock**" shall mean the Series B-2 Preferred Stock, \$0.0001 par value per share, of the Corporation.

1.16 "**Subsidiary**" shall mean any corporation of which at least fifty percent (50%) of the outstanding voting stock is at the time owned directly or indirectly by the Corporation or by one or more of such subsidiary corporations.

2. Dividend Rights.

2.1 Dividend Preference.

(a) In each calendar year, the holders of the then outstanding Series B Stock, Series B-1 Stock and Series B-2 Stock shall be entitled to receive, when, as and if declared by the Board, out of any funds and assets of the Corporation legally available therefor, noncumulative dividends at the annual Dividend Rates for the Series B Stock, Series B-1 Stock and Series B-2 Stock, prior and in preference to the payment of any dividends on the Series A Stock or the Common Stock in such calendar year (other than a Common Stock Dividend). No dividends (other than a Common Stock Dividend) shall be paid with respect to the Series A Stock or the Common Stock during any calendar year unless dividends in the total amount of the annual Dividend Rates for the Series B Stock, the Series B-1 Stock and the Series B-2 Stock shall have first been paid or declared and set apart for payment to the holders of the Series B Stock, the Series B-1 Stock and the Series B-2 Stock during that calendar year; provided, however, that this restriction shall not apply to Permitted Repurchases. Payments of any dividends to the holders of the Series B Stock, the Series B-1 Stock and the Series B-2 Stock shall be paid pro rata, on an equal priority, pari passu basis, in proportion to the payment each such holder would receive if the full amount of such dividends had been paid.

(b) If, after the total amount of the annual Dividend Rates for the Series B Stock, the Series B-1 Stock and the Series B-2 Stock shall have first been paid or declared and set apart for payment to the holders of the Series B Stock, the Series B-1 Stock and the Series B-2 Stock as specified in Section 2(a) above, the holders of the then outstanding Series A Stock shall be entitled to receive, when, as and if declared by the Board, out of any funds and assets of the Corporation legally available therefor, noncumulative dividends at the annual Dividend Rate for such Series A Stock, prior and in preference to the payment of any dividends on the Common Stock in such calendar year (other than a Common Stock Dividend). No dividends (other than a Common Stock Dividend) shall be paid with respect to the Common Stock during any calendar year unless dividends in the total amount of the annual Dividend Rate

for the Series A Stock shall have first been paid or declared and set apart for payment to the holders of the Series A Stock, respectively, during that calendar year; provided, however, that this restriction shall not apply to Permitted Repurchases. Payments of any dividends to the holders of the Series A Stock shall be paid pro rata, on an equal priority, pari passu basis, in proportion to the payment each such holder would receive if the full amount of such dividends had been paid.

(c) Dividends on the Preferred Stock shall not be mandatory or cumulative, and no rights or interest shall accrue to the holders of the Preferred Stock by reason of the fact that the Corporation shall fail to declare or pay dividends on the Preferred Stock in the amount of the respective annual Dividend Rate for each such series or in any other amount in any calendar year or any fiscal year of the Corporation, whether or not the earnings of the Corporation in any calendar year or fiscal year were sufficient to pay such dividends in whole or in part.

2.2 Participation Rights. If, after dividends in the full preferential amounts specified in this Section 2 for the Preferred Stock have been paid or declared and set apart in any calendar year of the Corporation, the Board shall declare additional dividends out of funds legally available therefor in that calendar year, then such additional dividends shall be declared pro rata on the Common Stock and the Preferred Stock on a pari passu basis according to the number of shares of Common Stock held by such holders, where each holder of shares of Preferred Stock is to be treated for this purpose as holding the greatest whole number of shares of Common Stock then issuable upon conversion of all shares of Preferred Stock held by such holder pursuant to Section 6.

2.3 Non-Cash Dividends. Whenever a dividend provided for in this Section 2 shall be payable in property other than cash, the value of such dividend shall be deemed to be the fair market value of such property as determined in good faith by the Board.

3. Liquidation Rights. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the funds and assets that may be legally distributed to the Corporation's stockholders (the "*Available Funds and Assets*") shall be distributed to stockholders in the following manner.

3.1 Liquidation Preferences.

(a) The holders of each share of Series B Stock, Series B-1 Stock and Series B-2 Stock then outstanding shall be entitled to be paid, out of the Available Funds and Assets, and prior and in preference to any payment or distribution (or any setting apart of any payment or distribution) of any Available Funds and Assets on any shares of Series A Stock or Common Stock, an amount per share equal to the respective Original Issue Price for the Series B Stock, Series B-1 Stock and Series B-2 Stock (as adjusted for any stock splits, stock dividends, recapitalizations or the like, with respect to such series of Preferred Stock), plus all declared but unpaid dividends thereon. If upon any liquidation, dissolution or winding up of the Corporation the Available Funds and Assets shall be insufficient to permit the payment to holders of the Series B Stock, Series B-1 Stock and Series B-2 Stock of their full preferential amounts described in this Section, then all the remaining Available Funds and Assets shall be

distributed among the holders of the then outstanding Series B Stock, Series B-1 Stock and Series B-2 Stock pro rata, on an equal priority, pari passu basis, according to their respective liquidation preferences as set forth herein.

(b) If there are any Available Funds and Assets remaining after the payment or distribution (or the setting aside for payment or distribution) to the holders of the Series B Stock, Series B-1 Stock and Series B-2 Stock as described by subsection (a) above of this Section 3.1, then the holders of each share of Series A Stock then outstanding shall be entitled to be paid, out of the Available Funds and Assets, and prior and in preference to any payment or distribution (or any setting apart of any payment or distribution) of any Available Funds and Assets on any shares of Common Stock, an amount per share equal to the respective Original Issue Price for such Series A Stock (as adjusted for any stock splits, stock dividends, recapitalizations or the like, with respect to such Series A Stock), plus all declared but unpaid dividends thereon. If upon any liquidation, dissolution or winding up of the Corporation the Available Funds and Assets shall be insufficient to permit the payment to holders of the Series A Stock of their full preferential amounts described in this Section, then all the remaining Available Funds and Assets shall be distributed among the holders of the then outstanding Series A Stock pro rata, on an equal priority, pari passu basis, according to their respective liquidation preferences as set forth herein.

3.2 Participation Rights. If there are any Available Funds and Assets remaining after the payment or distribution (or the setting aside for payment or distribution) to the holders of the Preferred Stock of their full preferential amounts described above in this Section 3, then all such remaining Available Funds and Assets shall be distributed among the holders of the then outstanding Common Stock and the Preferred Stock pro rata according to the number of shares of Common Stock held by such holders, where, for this purpose, holders of shares of Preferred Stock will be deemed to hold (in lieu of their Preferred Stock) the greatest whole number of shares of Common Stock then issuable upon conversion in full of such shares of Preferred Stock pursuant to Section 6.

3.3 Deemed Liquidation. Each of the following transactions shall be deemed to be a liquidation, dissolution or winding up of the Corporation as those terms are used in this Section 3: (a) any consolidation or merger, including, but not limited to, any triangular merger, in which the Corporation is a constituent entity or is a party or, in the case of a triangular merger, its subsidiary is a constituent entity, in one transaction or series of related transactions (each, a "**combination transaction**"), if, as a result of such combination transaction, the voting securities of the Corporation that are outstanding immediately prior to the consummation of such combination transaction (other than any such securities that are held by an "Acquiring Stockholder", as defined below) do not represent, or are not converted into, securities of the surviving entity of such combination transaction (or such surviving entity's parent entity if the surviving entity is owned by the parent entity) that, immediately after the consummation of such combination transaction, together possess at least a majority of the total voting power of all securities of such surviving entity (or its parent entity, if applicable) that are outstanding immediately after the consummation of such combination transaction, including securities of such surviving entity (or its parent entity, if applicable) that are held by the Acquiring Stockholder; (b) any transaction or series of related transactions as a result of which the owners of the Corporation's outstanding

voting securities immediately prior thereto do not own at least a majority of the outstanding voting securities of the surviving entity; or (c) a sale of all or substantially all of the assets of the Corporation (determined on a consolidated basis with all of the Corporation's direct and indirect subsidiaries), whether such assets are sold by means of an asset sale, by means of a merger, consolidation or sale of the stock of one or more of the subsidiaries of the Corporation, or otherwise, that is followed by the distribution of the proceeds to the Company's stockholders. For purposes of this Section 3.3, an "*Acquiring Stockholder*" means a stockholder or stockholders of the Corporation that (i) merges or combines with the Corporation in such combination transaction or (ii) owns or controls a majority of another entity that merges or combines with the Corporation in such combination transaction. Notwithstanding the foregoing or the provisions of Section 6.7 below, if any of the above described transactions are approved by

(a) the vote of the holders of at least the numbers of shares of each class and series of Preferred Stock as are required by the protective provisions of Section 7 below or by any contract or agreement to which the Corporation is a party,

(b) a vote sufficient under the Delaware General Corporation Law, this Certificate and the Bylaws of the Corporation, and

(c) in the case of a transaction that alters the pari passu status of the distribution of the Available Funds and Assets among the Series B Stock, Series B-1 Stock and Series B-2 Stock, the vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the Series B-1 Stock, voting as a separate series, and the vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the Series B-2 Stock, voting as a separate series;

then such transaction and the rights of the holders of Common Stock and Preferred Stock will be governed by the documents to be entered into in connection with such transaction.

3.4 Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined by the Board of Directors in good faith, except that any securities to be distributed to stockholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows.

3.4.1 The method of valuation of securities not subject to investment letter or other similar restrictions on free marketability shall be as follows:

(a) unless otherwise specified in a definitive agreement for the acquisition of the Corporation, if the securities are then traded on a national securities exchange or the Nasdaq National Market (or a similar national quotation system), then the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the thirty (30) day period ending three (3) days prior to the distribution; and

(b) if clause (a) above does not apply but the securities are actively traded over-the-counter, then, unless otherwise specified in a definitive agreement for the acquisition of the Corporation, the value shall be deemed to be the average of the closing bid

prices over the thirty (30) calendar day period ending three (3) trading days prior to the distribution; and

(c) if there is no active public market as described in clauses (i) or (ii) above, then the value shall be the fair market value thereof, as determined in good faith by the Board.

3.4.2 The method of valuation of securities subject to investment letter or other restrictions on free marketability shall be to make an appropriate discount from the market value determined as above in Sections 3.4.1(a), (b) or (c) to reflect the approximate fair market value thereof, as determined in good faith by the Board.

3.5 Postponement or Cancellation of Transaction. In the event the requirements of this Section 3 are not complied with, the Corporation shall forthwith either:

(a) cause the closing of such transaction to be postponed until such time as the requirements of this Section 3 have been complied with; or

(b) cancel such transaction, in which event the rights, preferences and privileges of the holders of the Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in subsection 3.6 below.

3.6 Notice of Transaction. The Corporation shall give each holder of record of Preferred Stock written notice of such impending transaction not later than twenty (20) days prior to the stockholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 3, and the Corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after the Corporation has given the first notice provided for herein or sooner than ten (10) days after the Corporation has given notice of any material changes provided for herein; provided, however, that, subject to compliance with the Delaware General Corporation Law, such periods may be shortened or waived upon the written consent of the holders of Preferred Stock that represent at least a majority of the voting power of all then outstanding shares of such Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

4. Redemption. Neither the Preferred Stock nor the Common Stock is redeemable.

5. Voting Rights.

5.1 Common Stock. Each holder of shares of Common Stock shall be entitled to one (1) vote for each share thereof held.

5.2 Preferred Stock. Each holder of shares of Preferred Stock shall be entitled to the number of votes equal to the number of whole shares of Common Stock into which such

shares of Preferred Stock could be converted pursuant to the provisions of Section 6 below at the record date for the determination of the stockholders entitled to vote on such matters or, if no such record date is established, the date such vote is taken or any written consent of stockholders is solicited.

5.3 General. Subject to the other provisions of this Fourth Amended and Restated Certificate of Incorporation, each holder of Preferred Stock shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Corporation (as in effect at the time in question) and applicable law, and shall be entitled to vote, together with the holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote, except as may be otherwise provided by applicable law. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together and not as separate classes.

6. Conversion Rights. The outstanding shares of Preferred Stock shall be convertible into Common Stock as follows.

6.1 Optional Conversion.

6.1.1 At the option of the holder thereof, each share of Preferred Stock shall be convertible, at any time or from time to time, into fully paid and nonassessable shares of Common Stock as provided herein.

6.1.2 Each holder of Preferred Stock who elects to convert the same into shares of Common Stock shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or any transfer agent for the Preferred Stock or Common Stock, and shall give written notice to the Corporation at such office that such holder elects to convert the same and shall state therein the number of shares of Preferred Stock being converted. Thereupon the Corporation shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled upon such conversion and shall promptly pay (a) in cash or, to the extent sufficient funds are not then legally available therefor, Common Stock (at the Common Stock's fair market value determined by the Board as of the date of such conversion), any declared and unpaid dividends on the shares of Preferred Stock being converted and (b) in cash (at the Common Stock's fair market value determined by the Board as of the date of such conversion) the value of any fractional share of Common Stock otherwise issuable to any holder of Preferred Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the certificate or certificates representing the shares of Preferred Stock to be converted, and the person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date. If a conversion election under this Section 6.1 is made in connection with an underwritten offering of the Corporation's securities pursuant to the Securities Act of 1933, as amended, (which underwritten offering does not cause an automatic conversion pursuant to Section 6.2 to take place) the conversion may, at the option of the holder tendering shares of Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of the Corpora-

tion's securities pursuant to such offering, in which event the holders making such elections who are entitled to receive Common Stock upon conversion of their Preferred Stock shall not be deemed to have converted such shares of Preferred Stock until immediately prior to the closing of such sale of the Corporation's securities in the offering.

6.2 Automatic Conversion.

6.2.1 (a) Each share of Series B Stock, Series B-1 Stock and Series B-2 Stock shall automatically be converted into fully paid and nonassessable shares of Common Stock, as provided herein (i) immediately prior to the closing of a firm commitment underwritten public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Corporation in which the aggregate public offering price (before deduction of underwriters' discounts and commissions) equals or exceeds Thirty Million Dollars (\$30,000,000) and the public offering price per share of which equals or exceeds Five Dollars (\$5.00) per share before deduction of underwriters' discounts and commissions (such price per share of Common Stock to be appropriately adjusted to reflect Common Stock Events (as defined in Section 6.4)) or (ii) upon the Corporation's receipt of the written consent of the holders of not less than seventy percent (70%) of the then outstanding shares of Series B Stock, Series B-1 Stock and Series B-2 Stock to the conversion of all then outstanding Series B Stock, Series B-1 Stock and Series B-2 Stock under this Section 6.

(b) Each share of Series A Stock shall automatically be converted into fully paid and nonassessable shares of Common Stock, as provided herein (i) immediately prior to the closing of a firm commitment underwritten public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Corporation in which the aggregate public offering price (before deduction of underwriters' discounts and commissions) equals or exceeds Thirty Million Dollars (\$30,000,000) and the public offering price per share of which equals or exceeds Four Dollars and Sixty Cents (\$4.60) per share before deduction of underwriters' discounts and commissions (such price per share of Common Stock to be appropriately adjusted to reflect Common Stock Events (as defined in Section 6.4)) or (ii) upon the Corporation's receipt of the written consent of the holders of not less than sixty-seven percent (67%) of the then outstanding shares of Series A Stock to the conversion of all then outstanding Series A Stock under this Section 6.

6.2.2 Upon the occurrence of any event specified in subparagraph 6.2.1 (a) or (b) above, the outstanding shares of Series A Stock, Series B Stock, Series B-1 Stock or Series B-2 Stock, as the case may be, shall be converted into Common Stock automatically without the need for any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series A Stock, Series B Stock, Series B-1 Stock or Series B-2 Stock, as the case may be, are either delivered to the Corporation or its transfer agent as provided below, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or

destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series A Stock, Series B Stock, Series B-1 Stock or Series B-2 Stock, as the case may be, the holders of Series A Stock, Series B Stock, Series B-1 Stock or Series B-2 Stock, as the case may be, shall surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Preferred Stock or Common Stock. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Series A Stock, Series B Stock, Series B-1 Stock or Series B-2 Stock, as the case may be, surrendered were convertible on the date on which such automatic conversion occurred, and any declared and unpaid dividends shall be paid in accordance with the provisions of Section 6.1.2.

6.3 Conversion Price. Each share of Preferred Stock shall be convertible in accordance with Section 6.1 or Section 6.2 above into the number of shares of Common Stock which results from dividing the Original Issue Price for such series of Preferred Stock by the conversion price for such series of Preferred Stock that is in effect at the time of conversion (the "**Conversion Price**"). The initial Conversion Price for each such series of Preferred Stock shall be the Original Issue Price for such series of Preferred Stock. The Conversion Price of each series of Preferred Stock shall be subject to adjustment from time to time as provided below. Following each adjustment of the Conversion Price, such adjusted Conversion Price shall remain in effect until a further adjustment of such Conversion Price hereunder.

6.4 Adjustment Upon Common Stock Event. Upon the happening of a Common Stock Event (as defined below), the Conversion Price of each such series of Preferred Stock shall, simultaneously with the happening of such Common Stock Event, be adjusted by multiplying the Conversion Price of such series of Preferred Stock in effect immediately prior to such Common Stock Event by a fraction, (a) the numerator of which shall be the number of shares of Common Stock issued and outstanding immediately prior to such Common Stock Event, and (b) the denominator of which shall be the number of shares of Common Stock issued and outstanding immediately after such Common Stock Event, and the product so obtained shall thereafter be the Conversion Price for such series of Preferred Stock. The Conversion Price for a series of Preferred Stock shall be readjusted in the same manner upon the happening of each subsequent Common Stock Event. As used herein, the term the "**Common Stock Event**" shall mean at any time or from time to time after the Original Issue Date for a series of Preferred Stock (i) the issue by the Corporation of additional shares of Common Stock as a dividend or other distribution on outstanding Common Stock, (ii) a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock or (iii) a combination of the outstanding shares of Common Stock into a smaller number of shares of Common Stock.

6.5 Adjustments for Other Dividends and Distributions. If at any time or from time to time after the Original Issue Date for a series of Preferred Stock the Corporation pays a dividend or makes another distribution to the holders of the Common Stock payable in securities of the Corporation, other than an event constituting a Common Stock Event, then in each such event provision shall be made so that the holders of the Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable upon conver-

sion thereof, the amount of securities of the Corporation which they would have received had their Preferred Stock been converted into Common Stock on the date of such event (or such record date, as applicable) and had they thereafter, during the period from the date of such event (or such record date, as applicable) to and including the conversion date, retained such securities receivable by them as previously stated during such period, subject to all other adjustments called for during such period under this Section 6 with respect to the rights of the holders of the Preferred Stock or with respect to such other securities by their terms.

6.6 Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Original Issue Date for a series of Preferred Stock the Common Stock issuable upon the conversion of such series of the Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than by a Common Stock Event or a stock dividend, reorganization, merger, or consolidation provided for elsewhere in this Section 6), then in any such event each holder of such series of Preferred Stock shall have the right thereafter to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the number of shares of Common Stock into which such shares of such series of Preferred Stock could have been converted immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

6.7 Reorganizations, Mergers and Consolidations. If at any time or from time to time after the Original Issue Date for a series of Preferred Stock there is a reorganization of the Corporation (other than a recapitalization, subdivision, combination, reclassification or exchange of shares provided for elsewhere in this Section 6) or a merger or consolidation of the Corporation with or into another corporation (except an event which is governed under Section 3.3), then, as a part of such reorganization, merger or consolidation, provision shall be made so that the holders of such series of Preferred Stock thereafter shall be entitled to receive, upon conversion of such Preferred Stock, the number of shares of stock or other securities or property of the Corporation, or of such successor corporation resulting from such reorganization, merger or consolidation, to which a holder of Common Stock deliverable upon conversion would have been entitled on such reorganization, merger or consolidation. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 6 with respect to the rights of the holders of such series of Preferred Stock after the reorganization, merger or consolidation to the end that the provisions of this Section 6 (including adjustment of the Conversion Price then in effect and number of shares issuable upon conversion of the Preferred Stock) shall be applicable after that event and be as nearly equivalent to the provisions hereof as may be practicable. This Section 6.7 shall similarly apply to successive reorganizations, mergers and consolidations. Notwithstanding anything to the contrary contained in this Section 6, if any reorganization, merger or consolidation is approved by the vote of stockholders as permitted by Section 3.3 or as required by Section 7 hereof, then such transaction and the rights of the holders of Preferred Stock and Common Stock pursuant to such reorganization, merger or consolidation will be governed by the documents entered into in connection with such transaction and not by the provisions of this Section 6.7.

6.8 Sale of Shares Below Conversion Price.

6.8.1 Adjustment Formula. If at any time or from time to time after the Original Issue Date for a series of Preferred Stock the Corporation issues or sells, or is deemed by the provisions of this Section 6.8 to have issued or sold, Additional Shares of Common Stock (as defined below), otherwise than in connection with a Common Stock Event as provided in Section 6.4, a dividend or distribution as provided in Section 6.5 or a recapitalization, reclassification or other change as provided in Section 6.6, or a reorganization, merger or consolidation as provided in Section 6.7 or 3.3, for an Effective Price (as defined below) that is less than the Conversion Price for a series of Preferred Stock in effect immediately prior to such issue or sale (or deemed issue or sale), then, and in each such case, the Conversion Price for such series of Preferred Stock shall be reduced, as of the close of business on the date of such issue or sale, to the price obtained by multiplying such Conversion Price by a fraction:

(a) The numerator of which shall be the sum of (i) the number of Common Stock Equivalents Outstanding (as defined below) immediately prior to such issue or sale of Additional Shares of Common Stock plus (ii) the quotient obtained by dividing the Aggregate Consideration Received (as defined below) by the Corporation for the total number of Additional Shares of Common Stock so issued or sold (or deemed so issued and sold) by the Conversion Price for such series of Preferred Stock in effect immediately prior to such issue or sale; and

(b) The denominator of which shall be the sum of (i) the number of Common Stock Equivalents Outstanding immediately prior to such issue or sale plus (ii) the number of Additional Shares of Common Stock so issued or sold (or deemed so issued and sold).

6.8.2 Certain Definitions. For the purpose of making any adjustment required under this Section 6.8 the following definitions shall apply.

(a) The “*Additional Shares of Common Stock*” shall mean all shares of Common Stock issued by the Corporation, or deemed issued as provided in Section 6.8.3 below, whether or not subsequently reacquired or retired by the Corporation, other than:

(i) shares of Common Stock issued or issuable upon conversion of the outstanding shares of the Preferred Stock;

(ii) shares of Common Stock or Preferred Stock (or options, warrants or rights therefor) granted or issued hereafter to employees, officers, directors, contractors, consultants or advisers to, the Corporation or any Subsidiary pursuant to incentive agreements, stock purchase or stock option plans, stock bonuses or awards, warrants, contracts or other arrangements that are approved by a majority of the members of the Board;

(iii) shares of the Corporation’s Common Stock or Preferred Stock (and/or options or warrants therefore) issued to parties that are (1) strategic partners investing in connection with a commercial relationship with the Corporation or (2) providing the Corporation with equipment leases, real property leases, loans, credit lines, guaranties of

indebtedness, cash price reductions or similar transactions, under arrangements, in each case, approved by a majority of the members of the Board;

(iv) shares of Common Stock or Preferred Stock issued pursuant to the acquisition of another corporation or entity by the Corporation by consolidation, merger, purchase of all or substantially all of the assets, or other reorganization in which the Corporation acquires, in a single transaction or series of related transactions, all or substantially all of the assets of such other corporation or entity or fifty percent (50%) or more of the voting power of such other corporation or entity or fifty percent (50%) or more of the equity ownership of such other entity, or pursuant to the purchase of less than a fifty percent (50%) equity ownership in connection with a joint venture or other strategic arrangement or other commercial relationship; provided that such transaction or series of transactions has been approved by the Board;

(v) shares of Preferred Stock issued under the Series B Preferred Stock Purchase Agreement by and among the Corporation and the Investors named therein, as such agreement may be amended, shares of Preferred Stock issued under the Series B-1 Preferred Stock Purchase Agreement by and among the Corporation and the Investors named therein, as such agreement may be amended, and shares of Preferred Stock issued under the Series B-2 Preferred Stock Purchase Agreement by and among the Corporation and the Investors named therein, as such agreement may be amended;

(vi) shares of Common Stock or Preferred Stock issuable upon exercise of any options, warrants or rights to purchase any securities of the Corporation outstanding as of the date of this Fourth Amended and Restated Certificate of Incorporation and any securities issuable upon the conversion thereof;

(vii) shares of Common Stock or Preferred Stock issuable upon exercise of any options, warrants or rights to purchase any securities of the Corporation previously offered to the holders of at least 500,000 shares each of Preferred Stock (or Common Stock issued upon conversion thereof) and not acquired pursuant to such offer, or the right to do so was effectively waived, and any securities issuable upon conversion thereof;

(viii) shares of Common Stock issued pursuant to a transaction described in Section 6.4 hereof; and

(ix) shares of Common Stock issued or issuable in a public offering prior to or in connection with which all outstanding shares of Preferred Stock will be converted to Common Stock.

(b) The "**Aggregate Consideration Received**" by the Corporation for any issue or sale (or deemed issue or sale) of securities shall (i) to the extent it consists of cash, be computed at the gross amount of cash received by the Corporation after deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Corporation in connection with such issue or sale and without deduction of any expenses payable by the Corporation; (ii) to the extent it consists of property other than cash, be computed at the fair

value of that property as determined in good faith by the Board; and (iii) if Additional Shares of Common Stock, Convertible Securities or Rights or Options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Corporation for a consideration which covers both, be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or Rights or Options.

(c) The "*Common Stock Equivalents Outstanding*" shall mean the number of shares of Common Stock that is equal to the sum of (i) all shares of Common Stock of the Corporation that are outstanding at the time in question, plus (ii) all shares of Common Stock of the Corporation issuable upon conversion of all shares of Preferred Stock that are outstanding at the time in question plus (iii) all shares of Common Stock of the Corporation that are issuable upon the exercise of Rights or Options that are outstanding at the time in question, assuming the full conversion or exchange into Common Stock of all such Rights or Options that are Rights or Options to purchase or acquire Convertible Securities into or for Common Stock.

(d) The "*Convertible Securities*" shall mean stock or other securities convertible into or exchangeable for shares of Common Stock.

(e) The "*Effective Price*" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold, by the Corporation under this Section 6.8, into the Aggregate Consideration Received, or deemed to have been received, by the Corporation under this Section 6.8, for the issue of such Additional Shares of Common Stock; and

(f) The "*Rights or Options*" shall mean warrants, options or other rights to purchase or acquire shares of Common Stock or Convertible Securities.

6.8.3 Deemed Issuances. For the purpose of making any adjustment to the Conversion Price of any series of Preferred Stock required under this Section 6.8, if the Corporation issues or sells any Rights or Options or Convertible Securities and if the Effective Price of the shares of Common Stock issuable upon exercise of such Rights or Options and/or the conversion or exchange of Convertible Securities (computed without reference to any additional or similar protective or antidilution clauses) is less than the Conversion Price then in effect for a series of Preferred Stock, then the Corporation shall be deemed to have issued, at the time of the issuance of such Rights, Options or Convertible Securities, that number of Additional Shares of Common Stock that is equal to the maximum number of shares of Common Stock issuable upon exercise or conversion of such Rights, Options or Convertible Securities upon their issuance and to have received, as the Aggregate Consideration Received for the issuance of such shares, an amount equal to the total amount of the consideration, if any, received by the Corporation for the issuance of such Rights or Options or Convertible Securities, plus, in the case of such Rights or Options, the minimum amounts of consideration, if any, payable to the Corporation upon the exercise in full of such Rights or Options, plus, in the case of Convertible Securities, the mini-

minimum amounts of consideration, if any, payable to the Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) upon the conversion or exchange thereof; provided that:

(a) if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, then the Corporation shall be deemed to have received the minimum amounts of consideration without reference to such clauses;

(b) if the minimum amount of consideration payable to the Corporation upon the exercise of Rights or Options or the conversion or exchange of Convertible Securities is reduced over time or upon the occurrence or non-occurrence of specified events other than by reason of antidilution or similar protective adjustments, then the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; and

(c) if the minimum amount of consideration payable to the Corporation upon the exercise of such Rights or Options or the conversion or exchange of Convertible Securities is subsequently increased, then the Effective Price shall again be recalculated using the increased minimum amount of consideration payable to the Corporation upon the exercise of such Rights or Options or the conversion or exchange of such Convertible Securities.

No further adjustment of the Conversion Price, adjusted upon the issuance of such Rights or Options or Convertible Securities, shall be made as a result of the actual issuance of shares of Common Stock on the exercise of any such Rights or Options or the conversion or exchange of any such Convertible Securities. If any such Rights or Options or the conversion rights represented by any such Convertible Securities shall expire without having been fully exercised, then the Conversion Price as adjusted upon the issuance of such Rights or Options or Convertible Securities shall be readjusted to the Conversion Price which would have been in effect had an adjustment been made on the basis that the only shares of Common Stock so issued were the shares of Common Stock, if any, that were actually issued or sold on the exercise of such Rights or Options or rights of conversion or exchange of such Convertible Securities, and such shares of Common Stock, if any, were issued or sold for the consideration actually received by the Corporation upon such exercise, plus the consideration, if any, actually received by the Corporation for the granting of all such Rights or Options, whether or not exercised, plus the consideration received for issuing or selling all such Convertible Securities actually converted or exchanged, plus the consideration, if any, actually received by the Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion or exchange of such Convertible Securities, provided that such readjustment shall not apply to prior conversions of Preferred Stock.

6.9 Certificate of Adjustment. In each case of an adjustment or readjustment of the Conversion Price for a series of Preferred Stock, the Corporation, at its expense, shall cause its Chief Financial Officer to compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and

shall mail such certificate, by first class mail, postage prepaid, to each registered holder of the Preferred Stock at the holder's address as shown in the Corporation's books.

6.10 Fractional Shares. No fractional shares of Common Stock shall be issued upon any conversion of Preferred Stock. In lieu of any fractional share to which the holder would otherwise be entitled, the Corporation shall pay the holder cash equal to the product of such fraction multiplied by the Common Stock's fair market value as determined in good faith by the Board as of the date of conversion.

6.11 Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the 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 will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

6.12 Notices. Any notice required or permitted by this Certificate of Incorporation will be in writing and shall be deemed effectively given (a) at the time of personal delivery, if delivery is in person; (b) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (c) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. All notices for delivery outside the United States will be sent by express courier. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address of such holder appearing on the books of the Corporation.

6.13 No Impairment. Subject to the right of the Corporation to amend its Certificate of Incorporation or take other corporate action upon obtaining the necessary approvals required by its Certificate of Incorporation and applicable law, the Corporation shall not avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but shall at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the holders of the Preferred Stock against impairment.

7. Restrictions and Limitations.

7.1 Series A-1 Protective Provisions. So long as at least 250,000 shares of Series A-1 Stock remain outstanding (as adjusted for Common Stock Events), the Corporation shall not, without the approval, by vote or written consent, of the holders of at least sixty-seven percent (67%) of such series of Preferred Stock then outstanding, voting as a separate series:

(a) amend, waive, alter or repeal any provision of its Certificate of Incorporation or Bylaws in any manner that would alter or change the rights, preferences, privileges or restrictions of the Series A-1 Stock so as to adversely affect such Preferred Stock; or

(b) authorize or designate, whether by reclassification or otherwise, any new class or series of capital stock of the Corporation having rights, preferences or privileges senior to or on a parity with the Series A-1 Stock as to dividends, voting, redemption or liquidation rights or any increase in authorized or designated number of such new class or series.

7.2 Series A-2 Protective Provisions. So long as at least 250,000 shares of Series A-2 Stock (as adjusted for Common Stock Events) remain outstanding, the Corporation shall not, without the approval, by vote or written consent, of the holders of at least sixty-seven percent (67%) of such series of Preferred Stock then outstanding, voting as a separate series:

(a) amend, waive, alter or repeal any provision of its Certificate of Incorporation or Bylaws in any manner that would alter or change the rights, preferences, privileges or restrictions of the Series A-2 Stock so as to adversely affect such Preferred Stock; or

(b) authorize or designate, whether by reclassification or otherwise, any new class or series of capital stock of the Corporation having rights, preferences or privileges senior to or on a parity with the Series A-2 Stock as to dividends, voting, redemption or liquidation rights or any increase in authorized or designated number of such new class or series.

7.3 Series B, Series B-1 and Series B-2 Protective Provisions. So long as at least 500,000 shares of Series B Stock, Series B-1 Stock and Series B-2 Stock (as adjusted for Common Stock Events) remain outstanding, the Corporation shall not (by amendment, merger, consolidation or otherwise), without the approval, by vote or written consent, of the holders of at least seventy percent (70%) of the Series B Stock, Series B-1 Stock and Series B-2 Stock then outstanding, voting together as a class on an as converted into Common Stock basis:

(a) alter or change the rights, preferences, privileges or restrictions of the Series B Stock, Series B-1 Stock or Series B-2 Stock so as to materially and adversely affect such Preferred Stock;

(b) increase or decrease (other than by redemption or conversion) the total number of authorized shares of Series B Stock, Series B-1 Stock or Series B-2 Stock;

(c) authorize or designate, whether by reclassification or otherwise, any new class or series of capital stock of the Corporation having rights, preferences or privileges senior to or on a parity with the Series B Stock, Series B-1 Stock or Series B-2 Stock as to dividends, voting, redemption or liquidation rights or any increase in authorized or designated number of such new class or series;

(d) consolidate or merge with or into any entity, merge another entity into the Corporation or consummate a triangular merger of a subsidiary, in one transaction or series of related transactions that result in the stockholders of the Corporation immediately prior to such transaction or series of related transactions holding less than a majority of the voting power of the surviving entity (or its parent entity if the surviving entity is wholly owned by the parent entity) of such transaction or series of related transactions;

(e) sell, convey or otherwise dispose of all or substantially all the Corporation's assets (determined on a consolidated basis with all of the Corporation's direct and indirect subsidiaries), whether such assets are sold, conveyed or otherwise disposed of by means of an asset sale, by means of a merger, consolidation or sale of the stock of one or more of the subsidiaries of the Corporation, or otherwise, in a single transaction or series of related transactions;

(f) redeem (other than through a Permitted Repurchase), directly or indirectly, on account of any shares of Preferred Stock or Common Stock now or hereafter outstanding;

(g) change the number of directors from six (6);

(h) issue any equity securities in one transaction or a series of related transactions solely to persons that are stockholders of the Corporation prior to such transaction or series of related transactions other than the issuance of any equity securities (or options, warrants or rights therefor) granted or issued to employees, officers, directors, contractors, consultants or advisers to, the Corporation or any subsidiary pursuant to incentive agreements, stock purchase or stock option plans, stock bonuses or awards, warrants, contracts or other arrangements, in each case, that are approved by a majority of the members of the Board;

(i) transfer any of the Corporation's assets to the Corporation's stockholders (other than through a Permitted Repurchase or in connection with an actual or deemed liquidation, dissolution or winding up); or

(j) amend any provision of its Fourth Amended and Restated Certificate of Incorporation or Bylaws.

7.4 Class Protective Provisions. So long as 500,000 shares (as adjusted for Common Stock Events) of Preferred Stock remain outstanding, the Corporation shall not, without the approval, by vote or written consent, of the holders of at least sixty-seven percent (67%) of the Preferred Stock then outstanding, voting as a single class on an as-converted to Common Stock basis:

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

(b) consolidate or merge with or into any entity, merge another entity into the Corporation or consummate a triangular merger of a subsidiary, in one transaction or series of related transactions that result in the stockholders of the Corporation immediately

prior to such transaction or series of related transactions holding less than a majority of the voting power of the surviving entity (or its parent entity if the surviving entity is wholly owned by the parent entity) of such transaction or series of related transactions;

(c) sell, convey or otherwise dispose of all or substantially all the Corporation's assets (determined on a consolidated basis with all of the Corporation's direct and indirect subsidiaries), whether such assets are sold, conveyed or otherwise disposed of by means of an asset sale, by means of a merger, consolidation or sale of the stock of one or more of the subsidiaries of the Corporation, or otherwise, in a single transaction or series of related transactions; or

(d) declare or pay any dividends (other than dividends payable solely in shares of its own Common Stock) on or declare or make any other distribution, purchase, redemption or acquisition (other than Permitted Repurchases), directly or indirectly, on account of any shares of Preferred Stock or Common Stock now or hereafter outstanding.

8. Miscellaneous.

8.1 No Reissuance of Preferred Stock. No share or shares of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares that the Corporation shall be authorized to issue.

8.2 Preemptive Rights. No stockholder of the Corporation shall have a right to purchase shares of capital stock of the Corporation sold or issued by the Corporation except to the extent that such a right may from time to time be set forth in a written agreement between the Corporation and a stockholder.

ARTICLE VI

The Board of the Corporation shall have the power to adopt, amend or repeal Bylaws of the Corporation.

ARTICLE VII

Election of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII

To the fullest extent permitted by law, no director of the Corporation shall be personally liable for monetary damages for breach of fiduciary duty as a director. Without limiting the effect of the preceding sentence, if the Delaware General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of a director, 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.

Each person who is or was or had agreed to become a director or officer of the Corporation, or each such person who is or was serving or who had agreed to serve at the request of the Board or an officer of the Corporation as an employee or agent of the Corporation or as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including the heirs, executors, administrators or estate of such person) shall be indemnified by the Corporation to the full extent permitted by the Delaware General Corporation Law or any other applicable laws as presently or hereafter in effect. Without limiting the generality or the effect of the foregoing, the Corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this paragraph of Article VIII. Any repeal or modification of this paragraph of Article VIII shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

Neither any amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VIII, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

ARTICLE IX

In connection with repurchases by the Corporation of its Common Stock from employees, officers, directors, advisors, consultants or other persons performing services for this Corporation or any subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment, Sections 502 and 503 of the California Corporations Code shall not apply in all or in part with respect to such repurchases.
