

AIRWALK COMMUNICATIONS, INC.

RESTATED CERTIFICATE OF INCORPORATION

**(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)**

AirWalk Communications, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "DGCL"),

DOES HEREBY CERTIFY:

FIRST: That the name of this corporation is AirWalk Communications, Inc. and that this corporation was originally incorporated pursuant to the DGCL on June 21, 2005.

SECOND: That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Restated Certificate of Incorporation of this corporation be amended and restated in its entirety as follows:

ARTICLE I

The name of the corporation is AirWalk Communications, Inc. (the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, State of 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 corporations may be organized under the DGCL as the same exists or may hereafter be amended.

ARTICLE IV

Immediately upon the filing of this Restated Certificate of Incorporation with the Secretary of State, (a) each 40 outstanding shares of Common Stock will be exchanged and combined, automatically and without further action on the part of the holder thereof, into one share of Common Stock, and (b) each 40 outstanding shares of Series A Preferred Stock will be exchanged and

combined, automatically and without any further action on the part of the holder thereof, into one share of Series A Preferred Stock (all such exchanges and combinations being referred to collectively as the "Reverse Stock Split"). The Reverse Stock Split shall be effected on a certificate-by-certificate basis with no fractional shares of stock to be issued as a result of the Reverse Stock Split, and the number of shares of Common Stock and Series A Preferred Stock to be issued shall be rounded down to the nearest whole share. No fractional shares shall be issued as a result of the Reverse Stock Split and in lieu of delivering the fractional share therefor, the Company will pay an amount in cash to the holder thereof equal to the Fair Market Value of such fractional interest as of effective date of the Reverse Stock Split. Every share number, dollar amount, conversion rate and other provision contained in this Restated Certificate of Incorporation, has been adjusted for the Reverse Stock Split.

A. Classes of Stock. This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of capital stock this Corporation shall have authority to issue is 90,200,000. The total number of shares of Common Stock this Corporation shall have authority to issues is 47,600,000, par value \$0.001 per share. The total number of shares of Preferred Stock this Corporation shall have authority to issues is 42,600,000, par value \$0.001 per share, of which 600,000 shares shall be designated Series A Convertible Preferred Stock (the "Series A Preferred Stock") and 42,000,000 shares shall be designated Series B Convertible Preferred Stock (the "Series B Preferred Stock," and together with the Series A Preferred Stock, the "Preferred Stock").

B. Preferred Stock. The voting powers, preferences and relative participation, optional or other special rights and qualifications, limitations or restrictions of the Preferred Stock are as set forth below:

1. Dividends.

1A. The holders of all outstanding shares of Preferred Stock shall be entitled to receive dividends out of any assets legally available therefor (the "Preferred Dividends"), on a *pari passu* basis, and prior and in preference to any payment or distribution to the holders of the Common Stock, at the annual rate of 8% per annum of the Stated Value per share of their respective shares of Preferred Stock (as adjusted for any stock dividends, combinations or splits with respect to such shares after the filing date hereof), payable when, as and if declared by the Board of Directors. Such dividends shall not be cumulative. No dividends shall be declared or paid, and no distribution shall be made, on any shares of Common Stock unless all declared but unpaid Preferred Dividends have been paid or irrevocably set apart for payment. After the payment or setting aside for payment of the Preferred Dividends, any additional dividends (payable other than in Common Stock) declared or paid on any shares of Common Stock in any year, shall also be ratably declared or paid on the shares of Preferred Stock then outstanding based on the number of shares of Common Stock held by each such holder (assuming full conversion of each share of Preferred Stock).

1B. Without the affirmative vote of the holders of at least sixty percent (60%) of the outstanding Preferred Stock (voting together as a single class and not as a separate series, and on an as-converted basis), (i) no dividend (other than a dividend payable solely in Common Stock) shall be declared or paid, and no distribution shall be made, on any shares of Common Stock, and (ii) no shares

of Common Stock shall be purchased, redeemed or acquired by the Corporation and no monies shall be paid into or set aside or made available for a sinking fund for the purchase, redemption or acquisition thereof; provided, however, that this restriction shall not apply to (a) the repurchase of Equity Securities by the Corporation in accordance with the provisions of the First Refusal and Co-Sale Agreement or (b) the repurchase of shares of Common Stock from directors or employees of or consultants or advisors to the Corporation or any Subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares upon the occurrence of certain events, including without limitation the termination of employment by or service to the Corporation or any Subsidiary.

2. Liquidation Preference.

2A. (i) Preferred Stock Liquidation Preference. In the event of any Liquidation Event (as defined below), the holders of Series B Preferred Stock shall be entitled to receive, on a *pari passu* basis, prior and in preference to any payment or distribution and setting apart for payment or distribution of any of the assets or surplus funds of the Corporation to the holders of Series A Preferred Stock and Common Stock and to the holders of any other Equity Securities, for each share of Series B Preferred Stock then held by them, an amount equal to \$1.00 (as adjusted for any stock dividends, combinations or splits with respect to such shares after the filing date hereof) plus an amount equal to declared but unpaid dividends on such share (the "Series B Liquidation Preference"). If the assets and funds of the Corporation legally available for distribution to the Corporation's stockholders exceed the aggregate Series B Liquidation Preference, then, after the payments to the holders of Series B Preferred Stock required by this subsection 2A shall have been made or irrevocably set apart for payment, the holders of Series A Preferred Stock shall be entitled to receive, on a *pari passu* basis, prior and in preference to any payment or distribution and setting apart for payment or distribution of any of the assets or surplus funds of the Corporation to the holders of Common Stock and to the holders of any other Equity Securities, for each share of Series A Preferred Stock then held by them, an amount equal to \$15.89 (as adjusted for any stock dividends, combinations or splits with respect to such shares after the filing date hereof) plus an amount equal to declared but unpaid dividends on such share (the "Series A Liquidation Preference"). The Series A Liquidation Preference and Series B Liquidation Preference are sometimes referred to herein collectively as the "Liquidation Preference."

(ii) Priority of Payment. If, upon the occurrence of such events listed above, the assets and funds legally available for distribution among the holders of the Series B Preferred Stock shall be insufficient to permit the payment to such holders of the full Series B Liquidation Preference then outstanding, then the entire assets and funds of the Corporation legally available for distribution shall be distributed to the holders of Series B Preferred Stock, ratably in proportion to the full preferential amount that each such holder is otherwise entitled to receive for such shares of Series B Preferred Stock. If the assets and funds of the Corporation legally available for distribution to the Corporation's stockholders exceed the Series B Liquidation Preference payable to the holders of Series B Preferred Stock pursuant to subsection 2A, but shall be insufficient to permit the payment to the holders of Series A Preferred Stock of the full Series A Liquidation Preference then outstanding, then, after full payment of the aggregate Series B Liquidation Preference shall have been made or irrevocably set apart for payment, the remaining assets and funds of the Corporation available for distribution to the Corporation's stockholders shall be distributed to the holders of Series A Preferred

Stock, ratably in proportion to the full preferential amount that each such holder is otherwise entitled to receive for such shares of Series A Preferred Stock.

2B. If the assets and funds of the Corporation legally available for distribution to the Corporation's stockholders exceed the aggregate Liquidation Preference payable to the holders of Series B Preferred Stock and Series A Preferred Stock pursuant to subsection 2A, then, after the payments required by subsection 2A shall have been made or irrevocably set apart for payment, the remaining assets and funds of the Corporation available for distribution to the Corporation's stockholders shall be distributed ratably among the holders of Common Stock, Series A Preferred Stock and Series B Preferred Stock in proportion to the number of shares of Common Stock then held by them, with the shares of Series A Preferred Stock and Series B Preferred Stock being treated for this purpose as if they had been converted to shares of Common Stock at the then applicable conversion rate.

2C. For purposes of this Section 2, a "Liquidation Event" shall include (A) the closing of the sale, transfer or other disposition of all or substantially all of the Corporation's assets, (B) the consummation of the merger or consolidation of the Corporation with or into another entity (except a merger or consolidation in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation continue to hold at least 50% of the voting power of the capital stock of the Corporation or the surviving or acquiring entity), (C) the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Corporation's securities), of the Corporation's securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of the Corporation (or the surviving or acquiring entity) or (D) a liquidation, dissolution or winding up of the Corporation; provided, however, that a transaction shall not constitute a Liquidation Event if its sole purpose is to change the state of the Corporation's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Corporation's securities immediately prior to such transaction. The treatment of any particular transaction or series of related transactions as a Liquidation Event may be waived by the vote or written consent of the holders of at least sixty percent (60%) of the outstanding Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

2D. The Corporation will give written notice of any Liquidation Event to each holder of Preferred Stock not less than 20 days prior to the date stated therein for the distribution and payment of the amounts provided in this Section 2 of Division B of this Article IV. Each holder of Preferred Stock may convert all or any portion of the Preferred Stock into Common Stock pursuant to Section 5 of Division B of this Article IV at any time on or prior to the date fixed in such notice for distribution and payment or the date of a merger, consolidation or sale of assets deemed to be a liquidation, dissolution or winding up of the Corporation as described in subsection 2C.

3. Redemption. The Preferred Stock shall not be redeemable.



4. Voting Rights.

4A. Except as otherwise provided herein or in the DGCL, the holders of shares of Preferred Stock shall be entitled to vote with the holders of Common Stock, as a single class and not as separate series on all matters submitted to a vote of stockholders of the Corporation. Each holder of shares of Preferred Stock shall be entitled to the number of votes equal to the largest number of full shares of Common Stock into which all shares of Preferred Stock held of record by such holder could then be converted pursuant to Section 5 of Division B of this Article IV at the record date for the determination of the stockholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is first executed. The holders of shares of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation.

4B. The holders of outstanding Preferred Stock, voting together as a single class and not as a separate series, and on an as-converted basis, shall be entitled to elect four (4) directors of this Corporation at each election of directors (the "Preferred Directors"). The holders of outstanding Common Stock, voting as a separate class, shall be entitled to elect two (2) director of this Corporation at each election of directors. The holders of Preferred Stock and the holders of Common Stock, voting together as a single class and not as separate series, and on an as-converted basis, shall be entitled to elect any additional directors of this Corporation at each election of directors. Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by this subsection 4B, vacancies and newly created directorships of such class or classes or series may be filled by the affirmative vote of the holders of a majority of the shares of that class or classes or series.

4C. Provided at least 1,000,000 shares (as adjusted for any stock dividends, combinations or splits with respect to such shares after the filing date hereof) of Preferred Stock are outstanding, without the affirmative vote of the holders of at least sixty percent (60%) of the outstanding shares of Preferred Stock, voting together as a single class and not as separate series, and on an as-converted basis, the Corporation shall not (by amendment, merger, consolidation or otherwise):

- (i) consummate a Liquidation Event;
- (ii) amend its Restated Certificate of Incorporation so as to reclassify, authorize or issue, or obligate itself to issue, any other Equity Security ranking senior to or on a parity with the Series B Preferred Stock as to dividend rights, liquidation preferences, conversion rights, voting rights or otherwise, other than as provided in the Series B Purchase Agreement;
- (iii) declare or pay any dividend, or make any distribution, on any class or series of capital stock (other than a dividend or distribution as allowed by the Restated Certificate of Incorporation or pursuant to the repurchase of Equity Securities by the Corporation in accordance with the provisions of the First Refusal and Co-Sale agreement or the repurchase of shares of Common Stock from directors or employees of or consultants or advisors to the Corporation or any Subsidiary pursuant to agreements under which the Corporation has the option to

repurchase such shares upon the occurrence of certain events, including without limitation the termination of employment by or service to the Corporation or any Subsidiary);

(iv) alter or change the rights, preferences or privileges of the shares of Preferred Stock so as to affect materially and adversely the shares of any such series of Preferred Stock;

(v) increase the total number of authorized shares;

(vi) increase the authorized number of directors of the Corporation;

(vii) issue any shares of Series B Preferred Stock except pursuant to the Series B Purchase Agreement; or

(viii) without the unanimous consent of the Board of Directors:

(a) mortgage, pledge or create a security interest in, or permit any Subsidiary to mortgage, pledge or create a security interest in, all or substantially all of the assets of the Corporation or any such Subsidiary;

(b) own, or permit any Subsidiary to own, any stock or other security of any Subsidiary or other corporation, partnership or entity unless it is wholly owned by the Corporation;

(c) make any loans or advances to the Corporation's officers, directors or management, except in the ordinary course of business as part of travel advances or salary or in connection with the issuance of promissory notes for the purchase of shares; or

(d) make guarantees, except in the ordinary course of business.

4D. Provided at least 100,000 shares (as adjusted for any stock dividends, combinations or splits with respect to such shares after the filing date hereof) of Series A Preferred Stock are outstanding, without the affirmative vote of the holders of a majority of the outstanding shares of Series A Preferred Stock, voting together as a separate series, the Corporation shall not (by amendment, merger, consolidation or otherwise):

(a) authorize or issue any additional shares of Series A Preferred Stock;

(b) authorize or issue any shares of Preferred Stock having rights, preferences and privileges (other than rights, preferences and privileges that differ solely as a result of proportional differences in respective original issue prices) senior to those of the Series A Preferred Stock yet junior to those of the Series B Preferred Stock. For the avoidance of doubt, the vote of the holders a majority of the outstanding shares of Series A Preferred Stock (voting as a separate series) is not required pursuant to this subsection 4D for the authorization or issuance of any

shares of Preferred Stock having rights, preferences and privileges senior to or on parity with those of the Series B Preferred Stock; or

(c) alter or change the powers, preferences, or special rights of the shares of Series A Preferred Stock so as to affect such shares adversely, without so affecting the entire class of Preferred Stock.

5. Conversion.

5A. Conversion Procedure.

(i) Any holder of shares of Preferred Stock may convert all or any portion of the shares of Preferred Stock (including any fraction of a share) held by such holder into a number of shares of Common Stock computed by multiplying the number of shares of Preferred Stock to be converted by the Stated Value per share of such series of Preferred Stock and dividing the result by the Conversion Price (as defined below) then in effect for such series.

(ii) Each conversion of shares of Preferred Stock will be deemed to have been effected as of the close of business on the date on which the certificate or certificates representing the shares of Preferred Stock to be converted, together with properly executed conversion instructions or stock powers, have been surrendered for conversion at the principal office of the Corporation; provided, however, that on the date of an automatic conversion of Preferred Stock pursuant to subsection 5G, the outstanding shares shall be converted in accordance therewith whether or not the certificates representing such shares are surrendered. At such time as such conversion has been effected, the rights of the holder of such shares of Preferred Stock as such holder will cease and the Person or Persons in whose name or names any certificate or certificates for shares of Common Stock are to be issued upon such conversion will be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby.

(iii) As soon as possible after a conversion has been effected (but in any event within three business days in the case of subparagraphs (a) and (b) below), the Corporation will deliver to the converting holder:

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

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

(c) cash or a certificate or certificates representing shares of Common Stock in payment of declared but unpaid dividends as provided in paragraph 1A..

(iv) The issuance of certificates for shares of Common Stock upon conversion of shares of Preferred Stock will be made without charge to the holders of such shares of

Preferred Stock for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares of Common Stock. Upon conversion of each share of Preferred Stock, the Corporation will take all such actions as are necessary in order to insure that the Common Stock issuable with respect to such conversion will be validly issued, fully paid and nonassessable.

(v) If any fractional interest in a share of Common Stock would, except for the provisions of this subparagraph (v), be deliverable upon any conversion of shares of Preferred Stock, the Corporation, in lieu of delivering the fractional share therefor, will pay an amount in cash to the holder thereof equal to the Fair Market Value of such fractional interest as of the date of conversion.

5B. Conversion Price.

(i) The initial conversion price for the Series A Preferred Stock will be \$15.89 per share of Series A Preferred Stock (the "Series A Conversion Price"), subject to adjustment as provided herein. The initial Series B Conversion Price will be \$1.00 per share of Series B Preferred Stock (the "Series B Conversion Price"), subject to adjustment as provided herein. The Series A Conversion Price and the Series B Conversion Price are sometimes collectively referred to herein as the "Conversion Price".

(ii) If and whenever, the Corporation issues or sells, or is deemed to have issued or sold pursuant to subsection 5C, any shares of its Common Stock for consideration per share which is less than the Series B Conversion Price in effect immediately prior to the time of such issue or sale, then, immediately upon such issue or sale, the Conversion Price for each series of Preferred Stock will be reduced to the price determined by multiplying the Conversion Price for such series of Preferred Stock then in effect by a fraction, the numerator of which shall be:

(a) the number of shares of Common Stock outstanding immediately prior to such issue or sale (assuming the exercise and/or conversion of all outstanding Options and Convertible Securities that are then exercisable or convertible), plus

(b) the number of shares of Common Stock that the aggregate consideration received by the Corporation for the total number of additional shares of Common Stock so issued or sold would purchase at the Series B Conversion Price in effect immediately prior to such issue or sale; and

the denominator of which shall be:

(x) the number of shares of Common Stock outstanding immediately prior to such issue or sale (assuming the exercise and/or conversion of all outstanding Options and Convertible Securities that are then exercisable or convertible), plus

(y) the number of additional shares of Common Stock so issued or deemed to be issued.

Notwithstanding the foregoing, the Corporation shall not be required to make any adjustment to the Conversion Price of any series of Preferred Stock by reason of the issuance, or deemed issuance, of shares of (i) Common Stock to employees, consultants, advisors or directors of the Company pursuant to any Approved Plan, (ii) Common Stock upon conversion of shares of Preferred Stock, (iii) Common Stock issued in connection with the bona fide acquisition of property or acquisition of another corporation or entity by the Corporation by way of 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 50% or more of the voting power of such other corporation or entity or 50% or more of the equity ownership of such other corporation or entity, (iv) Common Stock in connection with an equipment lease financing, a credit arrangement, a strategic alliance or partnering arrangement, provided that such transaction is not primarily for equity financing purposes and is approved by a majority the Board of Directors, (v) Common Stock pursuant to a Qualified Public Offering or to the Corporation's underwriters in connection therewith, (vi) Common Stock in connection with any stock split, stock dividend or distribution, or recapitalization, (vii) Common Stock in connection with the sale and issuance of Series B Preferred Stock pursuant to the Series B Purchase Agreement, or (viii) up to an aggregate of 620,000 shares of Common Stock (as adjusted for any stock dividends, combinations or splits with respect to such shares after the filing date hereof) issued or issuable in connection with any settlement of any action, suit, proceeding or litigation.

Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived, either prospectively or retroactively in a particular instance by, and only by, the written consent or vote of the holders of a majority of the outstanding shares of such series of Preferred Stock voting as a separate series. Any such waiver shall bind all holders and all future holders of shares of such series of Preferred Stock.

5C. Effect on Conversion Price of Certain Events. For purposes of determining the adjusted Conversion Price of any series of Preferred Stock under subsection 5B of Division B of this Article IV, the following will be applicable:

(i) If the Corporation in any manner issues or grants any options, warrants or similar rights to purchase or acquire ("Options") either Common Stock or securities convertible or exchangeable, with or without consideration, into or for Common Stock ("Convertible Securities") and the price per share for which Common Stock is issuable upon the exercise of such Options or upon conversion or exchange of such Convertible Securities issuable upon the exercise of such Options is less than the Conversion Price for any series of Preferred Stock in effect immediately prior to the time of the granting of such Options, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such Options will be deemed to be outstanding and to have been issued and sold by the Corporation for such price per share. For purposes of this paragraph, the "price per share for which Common Stock is issuable" will be determined by dividing:

(a) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount

of additional consideration payable to the Corporation upon exercise of all such Options, plus, in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the issuance or sale of such Convertible Securities and the conversion or exchange thereof; by

(b) the total maximum number of shares of Common Stock issuable upon the exercise of such Options and/or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options.

No further adjustment of the Conversion Price for any series of Preferred Stock will be made when Convertible Securities are actually issued upon the exercise of such Options or when Common Stock is actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities issuable upon the exercise of such Options.

(ii) If the Corporation in any manner issues or sells any Convertible Securities and the price per share for which Common Stock is issuable upon such conversion or exchange is less than the Conversion Price for any series of Preferred Stock in effect immediately prior to the time of such issue or sale, then the maximum number of shares of Common Stock issuable upon conversion or exchange of such Convertible Securities will be deemed to be outstanding and to have been issued and sold by the Corporation for such price per share. For the purposes of this paragraph, the "price per share for which Common Stock is issuable" will be determined by dividing:

(a) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof; by

(b) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities.

No further adjustment of the Conversion Price for any series of Preferred Stock will be made when Common Stock is actually issued upon the conversion or exchange of such Convertible Securities.

(iii) If (a) the purchase price provided for in any Options, (b) the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities or (c) the rate at which any Convertible Securities are convertible into or exchangeable for Common Stock changes at any time, then the Conversion Price for any series of Preferred Stock in effect at the time of such change will be readjusted to the Conversion Price for any series of Preferred Stock which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional or lesser consideration or changed conversion rate, as the case may be, at the time initially granted, issued or sold.

(iv) Upon the expiration of any Option or the termination of any right to convert or exchange any Convertible Security without the exercise of any such Option or

right or the conversion or exchange of any such Convertible Security, the Conversion Price for each series of Preferred Stock then in effect hereunder will be adjusted to the Conversion Price for such series of Preferred Stock which would have been in effect at the time of such expiration or termination had such Option or Convertible Security, to the extent outstanding immediately prior to such expiration or termination, never been issued.

(v) If any Common Stock, Option or Convertible Security is issued or sold or deemed to have been issued or sold for cash, the consideration received therefor will be deemed to be the net amount received by the Corporation therefor. In case any Common Stock, Options or Convertible Securities are issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation will be the Fair Market Value thereof as of the date of receipt. If any Common Stock, Option or Convertible Security is issued in connection with any merger in which the Corporation is the surviving corporation, the amount of consideration therefor will be deemed to be the Fair Market Value of such portion of the net assets and business of the non-surviving corporation as is attributable to such Common Stock, Options or Convertible Securities, as the case may be.

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

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

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

5D. Subdivision or Combination of Common Stock. If the Corporation at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Conversion Price then in effect for such Preferred Stock immediately prior to such subdivision will be proportionately reduced, and if the Corporation at any time combines (by reverse stock split or otherwise, other than the Reverse Stock Split) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price then in effect for such Preferred Stock immediately prior to such combination will be proportionately increased.

5E. Consolidation, Merger, Sale, Lease or Conveyance. In case of any consolidation or merger of the Corporation with or into any other corporation or entity, or in case of

any sale, lease or conveyance to another corporation or entity of all or substantially all of the assets of the Corporation that is not a deemed liquidation pursuant to paragraph 2C, each share of Preferred Stock shall, after the date of such consolidation, merger, sale, lease or conveyance, be convertible into the number of shares of stock or other securities or property (including cash) to which Common Stock issuable (immediately prior to the time of such consolidation, merger, sale, lease or conveyance) upon conversion of such share of Preferred Stock would have been entitled upon such consolidation, merger, sale, lease or conveyance, and in any such case, if necessary, the provisions set forth herein shall be appropriately adjusted to be applicable, as nearly as may reasonably be possible, to any shares of stock or other securities thereafter deliverable upon the conversion of such shares of Preferred Stock.

5F. Notices.

(a) Immediately upon any adjustment of the Series A Conversion Price or Series B Conversion Price, the Corporation will give written notice thereof to all holders of shares of Series A Preferred Stock or Series B Preferred Stock, as applicable.

(b) The Corporation will give written notice to all holders of shares of Preferred Stock at least 10 days prior to the date on which the Corporation closes its books or takes a record (a) with respect to any dividend or distribution upon Common Stock, (b) with respect to any pro rata subscription offer to holders of Common Stock, or (c) for determining rights to vote with respect to any matter referred to in subsections 2C, 4B, or 4C above.

5G. Automatic Conversion. All of the outstanding shares of Preferred Stock shall be automatically converted into Common Stock at the Conversion Price then in effect for such Preferred Stock without any further action on the part of the Corporation or any holder of Preferred Stock, upon the earlier of (i) immediately prior and subject to the closing of a Qualified Public Offering, or (ii) upon the affirmative vote of the holders of at least sixty percent (60%) of the outstanding shares of Preferred Stock, voting together as a single class and not as a separate series, and on an as-converted basis.

6. Registration of Transfer.

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

7. Replacement.

Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Preferred Stock, and in the case of any such loss, theft or

destruction, upon receipt of indemnity reasonably satisfactory to the Corporation or, in the case of any mutilation, upon surrender of such certificate the Corporation will (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Preferred Stock represented by such lost, stolen, destroyed or mutilated certificate.

8. Definitions.

"Approved Plan" means the Corporation's 2003 Plan (as defined in the Series B Purchase Agreement), as amended, 2002 Plan (as defined in the Series B Purchase Agreement), as amended, and any other written stock option, stock purchase or similar incentive plan approved by a majority of the Board of Directors.

"Board of Directors" means the board of directors of the Corporation.

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

"Equity Security" means any stock or similar security, including, without limitation, securities containing equity features and securities containing profit participation features, or any security convertible or exchangeable, with or without consideration, into or for any stock or similar security, or any security carrying any warrant or right to subscribe for or purchase any stock or similar security, or any such warrant or right.

"Fair Market Value" means the fair market value as determined in good faith by a majority of the Board of Directors.

"First Refusal and Co-Sale Agreement" means the First Refusal and Co-Sale Agreement, dated on or about September 5, 2006, by and among the Corporation and certain of its stockholders, as such agreement may from time to time be amended in accordance with its terms.

"Investors' Rights Agreement" means the Amended and Restated Investors' Rights Agreement, dated on or about September 5, 2006, by and among the Corporation and certain of its stockholders, as such agreement may from time to time be amended in accordance with its terms.

"Person" means an individual, a partnership, a corporation, an association, a joint stock Corporation, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Qualified Public Offering" means any underwritten offering by the Corporation of shares of Common Stock to the public pursuant to an effective registration statement under the Securities Act of 1933, then in effect, or any comparable statement under any similar federal statute then in force, in which the aggregate cash proceeds to be received by the Corporation from such offering (without deducting underwriting discounts, expenses and commissions) are at least \$35,000,000.

"Series B Purchase Agreement" means the Series B Convertible Preferred Stock Purchase Agreement, dated on or about September 5, 2006, by and among the Corporation and certain investors, as such agreement may from time to time be amended in accordance with its terms.

"Stated Value" of a share of Series A Preferred Stock means \$15.89 per share (as adjusted for any stock dividends, combinations or splits with respect to such shares after the filing date hereof) and of Series B Preferred Stock means \$1.00 per share (as adjusted for any stock dividends, combinations or splits with respect to such shares after the filing date hereof).

"Subsidiary" means any corporation more than 50% of the outstanding voting securities of which are owned by the Corporation or any Subsidiary, directly or indirectly, or a partnership or limited liability company in which the Corporation or any Subsidiary is a general partner or manager or holds interests entitling it to receive more than 50% of the profits or losses of the partnership or limited liability company.

9. Notices.

Except as otherwise expressly provided herein, all notices referred to herein shall be in writing and shall be delivered in the manner specified in the Series B Purchase Agreement.

C. Common Stock. The voting powers, privileges and other special rights and qualifications, limitations or restrictions of the Common Stock are as set forth below:

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

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of this Corporation, the assets of this Corporation shall be distributed as provided in Section 2 of Division B of this Article IV hereof.

3. Voting Rights. Subject to the provisions of Section 4 of Division B of this Article IV, the holder of each share of Common Stock shall have the right to one vote, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of this Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of this Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the DGCL.

ARTICLE V

Except as may otherwise be provided in this Restated Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the

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

ARTICLE VI

Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of this Corporation. The number of directors of this Corporation shall be fixed from time to time by a bylaw or amendment thereof duly adopted by the Board of Directors or by the stockholders.

ARTICLE VIII

A director of this Corporation shall, to the fullest extent permitted by the DGCL as it now exists or as it may hereafter be amended, not be personally liable to this 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 this Corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived any improper personal benefit. If the DGCL is amended, after approval by the stockholders of this Article VIII, to authorize corporation action further eliminating or limiting the personal liability of directors, then the liability of a director of this Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Any amendment, repeal or modification of this Article VIII, or the adoption of any provision of this Restated Certificate of Incorporation inconsistent with this Article VIII, by the stockholders of this Corporation shall not apply to or adversely affect any right or protection of a director of this Corporation existing at the time of such amendment, repeal, modification or adoption.

ARTICLE IX

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of this Corporation may be kept (subject to any provision 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 of Directors or in the Bylaws of this Corporation.

ARTICLE X

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

ARTICLE XI

To the fullest extent permitted by applicable law, this Corporation is authorized to provide indemnification of (and advancement of expenses to) agents of this Corporation (and any other persons to which DGCL permits this Corporation to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by

Section 145 of the DGCL, subject only to limits created by applicable DGCL (statutory or non-statutory), with respect to actions for breach of duty to this Corporation, its stockholders, and others.

Any amendment, repeal or modification of the foregoing provisions of this Article XI shall not adversely affect any right or protection of a director, officer, agent, or other person existing at the time of, or increase the liability of any director of this Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

* * *

THIRD: The foregoing amendment and restatement was approved by the holders of the requisite number of shares of said corporation in accordance with Section 228 of the DGCL.

FOURTH: That said Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this corporation's Restated Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the DGCL.

IN WITNESS WHEREOF, the Corporation has caused this Restated Certificate of Incorporation to be signed by its President on this day, September 1, 2006.

AIRWALK COMMUNICATIONS, INC.

By: Serge Pequeux
Name: Serge Pequeux
Title: President