

**THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
AUTOTASK CORPORATION**

Autotask Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is Autotask Corporation and that this Corporation was originally incorporated pursuant to the General Corporation Law on April 21, 2004. The Amended and Restated Certificate of Incorporation was filed with the Secretary of State on June 2, 2005. The Second Amended and Restated Certificate of Incorporation was filed with the Secretary of State on May 10, 2006.

2. This Third Amended and Restated Certificate of Incorporation amends, restates and integrates the provisions of the Second Amended and Restated Certificate of Incorporation, and was duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law.

3. The text of the Second Amended and Restated Certificate of Incorporation, dated May 10, 2006, is hereby amended and restated in its entirety to provide as herein set forth in full.

FIRST: The name of this corporation is Autotask Corporation (the "Corporation")

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

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

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 13,400,000 shares of Common Stock, \$0.01 par value per share ("Common Stock"), and (ii) 9,800,000 shares of Preferred Stock, \$0.01 par value per share ("Preferred Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation. Unless otherwise indicated, references to "Sections" or "Subsections" in this Article refer to sections and subsections of this Article Fourth.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein and as may be designated by resolution of the Board of Directors with respect to any series of Preferred Stock as authorized herein.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation or pursuant to the General Corporation Law.

B. PREFERRED STOCK

The rights, preferences, privileges and restrictions granted to or imposed upon the Series A Preferred Stock, which series shall consist of 418,315 shares (the "Series A Preferred Stock"), the Series B Preferred Stock, which series shall consist of 2,532,200 shares (the "Series B Preferred Stock"), the Series B-1 Preferred Stock, which series shall consist of 1,892,523 shares (the "Series B-1 Preferred Stock"), the Series C Preferred Stock, which series shall consist of 3,432,204 shares (the "Series C Preferred Stock") and the Series C-1 Preferred Stock, which series shall consist of 1,493,625 shares (the "Series C-1 Preferred Stock") are as set forth below in this Article Fourth, Section B. For purposes of this Section B, the "Original Issue Price" for a share of Preferred Stock is the amount at which shares of any class or series of Preferred Stock were first issued. The "Series A Original Issue Price" shall be \$2.15 per share; the "Series B Original Issue Price" shall be \$1.00 per share; the "Series B-1 Original Issue Price" shall be \$1.07 per share, the "Series C Original Issue Price" shall be \$1.77 per share; and the "Series C-1 Original Share Price" shall be \$2.745 per share, in each case, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares. The Series B Preferred Stock, Series B-1 Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock are referred to herein as the "Senior Preferred Stock."

1. Dividends.

(a) Senior Preferred Stock Dividends. From and after the date of the issuance of any shares of Series C-1 Preferred Stock, Series C Preferred Stock, Series B Preferred Stock or Series B-1 Preferred Stock, as applicable, dividends at the rate *per annum* equal to eight percent (8%) of the Series C-1 Original Issue Price, Series C Original Issue Price, Series B Original Issue Price or Series B-1 Original Issue Price, as applicable, per share, compounded annually, shall accrue on such shares of Senior Preferred Stock (the "Accruing Dividends"). Accruing Dividends shall accrue from day to day, whether or not earned or declared, and shall be cumulative; provided however, that except as set forth in the following sentence of this paragraph (a) or in Sections B.2(a) and B.6, the Corporation shall be under no obligation to pay

such Accruing Dividends. The Corporation shall not declare, pay or set aside any dividends on any other shares of capital stock of the Corporation (including pursuant to subsection (b) below) unless the holders of the Senior Preferred Stock then outstanding shall simultaneously receive a dividend on each outstanding share of Senior Preferred Stock in an amount at least equal to (i) the amount of the aggregate Accruing Dividends then accrued on such share of Senior Preferred Stock and not previously paid plus (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Senior Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all such shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of such share of Senior Preferred Stock, or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Senior Preferred Stock determined by dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock and multiplying such fraction by an amount equal to the applicable Original Issue Price, in each case calculated on the record date for determination of holders entitled to receive such dividend.

(b) Other Dividends. Subject to Section B.1(a) and Section B.3(c), dividends may be declared and paid on the Common Stock or Series A Preferred Stock from funds lawfully available thereof as, if and when determined by the Board of Directors.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

(a) Payments to Holders of Senior Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, as defined in Subsection B.2(e) below (each a "Liquidation Event"), the holders of shares of Senior Preferred Stock then outstanding shall be entitled to be paid out of the assets available for distribution to its stockholders before any payment shall be made to the holders of Series A Preferred Stock or Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the applicable Original Issue Price, plus any Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividend declared but unpaid thereon, or (ii) such amount per share as would have been payable had each such share been converted into Common Stock pursuant to Section B.4 immediately prior to such liquidation, dissolution or winding up (the amount payable pursuant to this sentence is hereinafter referred to as the "Series C-1 Liquidation Amount," "Series C Liquidation Amount," "Series B Liquidation Amount," or "Series B-1 Liquidation Amount," as applicable, and is collectively referred to as the "Senior Preferred Liquidation Amount"). If upon any such liquidation, dissolution or winding up of the Corporation the remaining assets available for distribution to its stockholders shall be insufficient to pay the holders of shares of Senior Preferred Stock the Senior Preferred Liquidation Amount, the holders of shares of Senior Preferred Stock shall share ratably in any distribution of the remaining assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(b) Payments to Holders of Series A Preferred Stock. After the payment of all preferential amounts required to be paid to the holders of Senior Preferred Stock, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets available for distribution to its stockholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (1) the Series A Original Issue Price (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares), plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had each such share been converted into Common Stock pursuant to Section B.4 immediately prior to such liquidation, dissolution or winding up (the amount payable pursuant to this sentence is hereinafter referred to as the "Series A Liquidation Amount"). If upon any such liquidation, dissolution or winding up of the Corporation the remaining assets available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full aforesaid preferential amount to which they shall be entitled, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the remaining assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(c) Payments to Holders of Common Stock. After the payment of the Senior Preferred Liquidation Amount and the Series A Liquidation Amount, the holders of shares of Common Stock then outstanding shall be entitled to receive the remaining assets of the Corporation available for distribution to its stockholders as otherwise set forth in this Certificate of Incorporation.

(d) Allocation of Cash and Non-Cash Consideration.

(i) Prior to the occurrence of any Liquidation Event, the Corporation will furnish each holder of Senior Preferred Stock notice in accordance with Section B.5(f) hereof, together with a certificate prepared by the chief financial officer of the Corporation describing in reasonable detail the facts of such Liquidation Event, stating in reasonable detail the amount(s) per share the holder of each series of Senior Preferred Stock would receive pursuant to the provisions of Section B.2(a) and (b) hereof and stating in reasonable detail the facts upon which such amount was determined and describing (if applicable) in reasonable detail all material terms of such Liquidation Event, to the extent known by the Corporation, including, without limitation, the consideration to be delivered in connection with such Liquidation Event, the valuation of such consideration as determined pursuant to Section B.2(d)(ii) hereof at the time of such Liquidation Event and the identities of the parties to the Liquidation Event.

(ii) To the extent there is cash and non-cash consideration payable in connection with a Liquidation Event (as, for example, would be the case if both cash and securities were to be distributed in connection with a Liquidation Event), the notice provided to the holders of Senior Preferred Stock pursuant to Section B.2(d)(i) above shall set forth the value placed on each such class of consideration or, in the case of publicly traded securities, the formula for valuing such class of consideration pursuant to Section B.2(d)(iv). Each holder of Senior Preferred Stock shall then be permitted to elect the types of consideration he, she or it wishes to receive as payment of the Senior Preferred Liquidation Amount attributable to his, her or its

shares of Senior Preferred Stock (utilizing the valuations placed on such class or type of consideration by the Board of Directors). The Corporation shall provide the holders of the Senior Preferred Stock with a reasonable amount of time (which absent extraordinary circumstances shall not be less than five (5) business days) to make the foregoing election. The Corporation shall promptly provide to the holders of Senior Preferred Stock such information concerning the terms of such Liquidation Event and the value of the types of consideration involved as may reasonably be requested by such holders. If the amount of any class of consideration is insufficient to satisfy all requests by the holders of the Senior Preferred Stock for such class of consideration, then the holders of Senior Preferred Stock requesting such consideration shall share ratably in the distribution of such class of consideration in proportion to the respective Liquidation Amounts which would be payable in respect of the shares of Senior Preferred Stock held by such holders.

(iii) If applicable, the Corporation shall cause the agreement or plan of merger or consolidation or other similar document implementing a Liquidation Event to provide for a rate at which the shares of capital stock of the Corporation are converted into or exchanged for cash, new securities or other property which gives effect to the rights of the Senior Preferred Stock described in this Section B.2(d).

(iv) If the amount deemed paid or distributed to the stockholders upon any Liquidation Event is made in property other than in cash, the value of such distribution shall be the fair market value of such property, determined as follows:

(A) For securities not subject to investment letters or other similar restrictions on free marketability:

(I) if traded on a securities exchange or the NASDAQ Stock Market, the value shall be deemed to be the average of the closing bid prices of the securities on such exchange or market over the thirty-day (30) period ending three (3) days prior to the closing of the Liquidation Event;

(II) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the thirty-day (30) day period ending three (3) days prior to the closing of the Liquidation Event; or

(III) if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by a majority of the Board of Directors of the Corporation, with the Series B Directors included in such majority.

(B) The method of valuation of securities subject to investment letters or other similar restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall take into account an appropriate discount (as determined in good faith by the unanimous resolution of the Board of Directors of the Corporation) from the market value as determined pursuant to clause (A) above so as to reflect the approximate fair market value thereof.

(C) For other assets, the value shall be the fair market value thereof, as determined in good faith by a majority of the Board of Directors of

the Corporation, with the Series B Directors and Series C Director included in such majority. If the Board of Directors is unable to determine fair market value pursuant to Section B.2(d)(iv)(A)(3) or this Section B.2(d)(iv)(C), then fair market value shall be determined by one arbitrator mutually agreed upon by a majority of the Board of Directors (including the Series B Directors and the Series C Director), and if no agreement can be reached within 30 days after names of potential arbitrators have been proposed by the American Arbitration Association (the "AAA"), then by one arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in Boston, Massachusetts, in accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof.

(e) Deemed Liquidation Events.

(i) The following events shall be deemed to be a liquidation of the Corporation for purposes of this Section 2 (a "Deemed Liquidation Event") unless the holders of at least a majority of each of the Series C-1 Preferred Stock, Series C Preferred Stock, Series B Preferred Stock and Series B-1 Preferred Stock, voting together as separate classes, elect that such event not be a liquidation by written notice given to the Corporation at least fifteen (15) days prior to the effective date of any such event:

(A) a merger or consolidation in which

(I) the Corporation is a constituent party or

(II) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

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

(B) a transaction or series of transactions pursuant to or as a result of which a single party or group of affiliated parties (not including holders of voting securities of the Corporation prior to such transaction or series of transactions) that are not holders of a majority of the outstanding voting power of the Corporation prior to such transaction or series of transactions acquire a majority of the outstanding voting power of the Corporation; or

(C) the sale, lease, exclusive license, transfer or other disposition, in a single transaction or series of related transactions, by the Corporation of (1) all or substantially all the assets of the Corporation or (2) a

portion of its intellectual property that materially impairs the ability of the Corporation to operate its business.

(ii) The Corporation shall not have the power to effect any transaction constituting or which might constitute a Deemed Liquidation Event unless the agreement or plan of merger or consolidation provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Sections B.2(a) through B.2(d) above.

(iii) In the event of a Deemed Liquidation Event, if the Senior Preferred Liquidation Amount has not been paid and if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within sixty (60) days after such Deemed Liquidation Event, then (A) the Corporation shall deliver a written notice to each holder of Senior Preferred Stock no later than the 60th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (B) to require the redemption of such shares of Senior Preferred Stock, and (B) if the holders of at least a majority of the then outstanding shares of each series of Senior Preferred Stock, each voting separately as individual classes, so request in a written instrument delivered to the Corporation not later than 75 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation) (the "Net Proceeds") to redeem, to the extent legally available therefor, on the 90th day after such Deemed Liquidation Event (the "Liquidation Redemption Date"), all outstanding shares of Senior Preferred Stock at a price per share equal to the applicable Senior Preferred Liquidation Amount. In the event of a redemption pursuant to the preceding sentence, if the Net Proceeds are not sufficient to redeem all outstanding shares of Senior Preferred Stock, or if the Corporation does not have sufficient lawfully available funds to effect such redemption, the Corporation shall redeem a *pro rata* portion of each holder's shares of Senior Preferred Stock to the fullest extent of such Net Proceeds or such lawfully available funds, as the case may be, and, where such redemption is limited by the amount of lawfully available funds, the Corporation shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. The provisions of Sections B.6(c) through B.6(e) below shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Senior Preferred Stock pursuant to this Section B.2(e)(iii). Prior to the distribution or redemption provided for in this Section B.2(e)(iii), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in the ordinary course of business.

(f) Conversion and Waiver Rights Not Impaired. Nothing in this Section B.2 shall, with respect to any Liquidation Event, in any way limit the right of the holders of the Convertible Preferred Stock to elect to have the provisions of Section B.4 govern such Liquidation Event or to take action with respect to a Liquidation Event pursuant to Section B.12.

3. Voting.

(a) On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the provisions of Section B.3(b) or B.3(c) below, holders of Preferred Stock shall vote together with the holders of Common Stock, as a single class.

(b) Subject to Section B.6(c) hereof, the Board of Directors of the Corporation shall have five (5) members. The holders of record of shares of Series C Preferred Stock and Series C-1 Preferred Stock, acting together as an exclusive and separate class, shall be entitled to elect one (1) director of the Corporation (the "Series C Director"), the holders of record of the shares of Series B Preferred Stock and Series B-1 Preferred Stock, acting together as an exclusive and separate class, shall be entitled to elect two (2) directors of the Corporation (the "Series B Directors") and the holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "Common Director"). Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the classes or series of stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. The holders of record of the shares of Common Stock and of any other class or series of voting stock (including each series of Preferred Stock) voting on an as-if converted to Common Stock basis, exclusively and voting together as a single class, shall be entitled to elect one (1) Director of the Corporation who shall be the unanimous nominee of the other members of the Board of Directors; provided, however, that if such nomination is not unanimous then by two of the following three people: the Series C Director, the Series B Directors (acting together as a single person for the purposes of this proviso) and the Common Director. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. A vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Section B.3(b).

(c) Except where the vote or written consent of the holders of a greater number of shares of the Corporation is required by law or by the Certificate of Incorporation, and in addition to any other vote required by law or the Certificate of Incorporation, without the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series C Preferred Stock and Series C-1 Preferred Stock, taken together as a single class and a majority of the then outstanding shares of Series B Preferred Stock and Series B-1 Preferred Stock, taken together as a single class, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, the Corporation shall not, either directly or by amendment, merger, consolidation or otherwise:

(i) liquidate, dissolve or wind-up the business and affairs of the Corporation, file for bankruptcy protection, effect any Deemed Liquidation Event, or consent to any of the foregoing;

(ii) amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation, or alter or change the rights, preferences or privileges of the Series A Preferred Stock (in which case a majority of the then outstanding Series A Preferred Stock must also consent) or those of any series of Senior Preferred Stock;

(iii) create any additional class or series of shares of stock unless the same ranks junior to the Senior Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation and with respect to the payment of dividends, voting rights and redemption rights, or create or authorize any obligation or security convertible into shares of any class or series of stock unless the same ranks junior to each series of Senior Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation and with respect to the payment of dividends, voting rights and redemption rights;

(iv) increase the authorized capital stock of the Corporation;

(v) purchase or redeem or pay or declare any dividend or make any distribution on, any shares of stock other than the Senior Preferred Stock as expressly authorized herein, or permit any subsidiary of the Corporation to take any such action, and other than securities repurchased from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service on terms approved by a majority of the Board of Directors with such majority including the Series C Director and the Series B Directors.

(vi) create, or authorize the creation of, or issue, or authorize the issuance of, or permit any subsidiary to take any such action, any debt security if the aggregate indebtedness of the Corporation and its subsidiaries for borrowed money following such action would exceed \$150,000, including, without limitation, any debt security which by its terms is convertible into or exchangeable for any equity security of the Corporation and any security of the Corporation which is a combination of debt and equity;

(vii) incur, or authorize the Corporation (including any subsidiary) to incur total indebtedness in excess of \$150,000;

(viii) increase or decrease the authorized number of directors constituting the Board of Directors, change the composition of the Board of Directors, or establish any committee of the Board of Directors, other than compensation and audit committees, which shall include in their membership the Series C Director and one Series B Director.

(ix) permit any subsidiary to issue any security;

(x) make any material change in the nature of the Corporation's business;

(xi) permit the stockholders of the Corporation to take any action by written consent without meeting upon less than forty-eight (48) hours prior written notice to all stockholders;

(xii) reclassify any capital stock of the Corporation or declare any stock split, combination or other recapitalization with respect to the capital stock of the Corporation;

(xiii) exclusively license or otherwise transfer any of the Corporation's intellectual property unless such license or transfer is approved by a majority of the Board of Directors with such majority including the Series C Director and the Series B Directors;

(xiv) sell, transfer, pledge, assign or otherwise dispose of any material asset of the Corporation outside of the ordinary course of business unless such transfer, pledge or assignment is approved by a majority of the Board of Directors with such majority including the Series C Director and the Series B Directors;

(xv) enter into any significant transaction or business arrangement with any stockholder or affiliate of the Corporation unless such transaction or business arrangement is approved by a majority of the Board of Directors with such majority including the Series C Director and the Series B Directors;

(xvi) engage any agent, consultant, advisor, banker, or other business that charges a commission, success fee, transaction fee, or the like;

(xvii) adopt any new equity or stock option plan or amend the Corporation's current stock option plan to increase the number of shares reserved for issuance thereunder to a number higher than [1,292,557];

(xviii) acquire the stock, other equity interest, debt or assets of any other entity, or make any other investment in another entity or business; or

(xix) permit any subsidiary to do any of the foregoing.

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

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined (i) for the Series A Preferred Stock and Series B Preferred Stock by dividing \$1.00 by the Conversion Price applicable to such share, determined as hereafter provided, in effect at the time of conversion; (ii) for the Series B-1 Preferred Stock by dividing \$1.07 by the Conversion Price applicable to such share, determined as hereafter provided, in effect at the time of conversion; (iii) for the Series C Preferred Stock, by dividing \$1.77 by the Conversion Price applicable to such share, determined as hereafter provided, in effect at the time of conversion and (iv) for the Series C-1 Preferred Stock, by dividing \$2.745 by the Conversion Price applicable to such share, determined as hereafter provided, in effect at the time of conversion. The "Conversion Price" for (w) each of the Series A Preferred Stock

and the Series B Preferred Stock shall initially be \$1.00, (x) the Series B-1 Preferred Stock shall initially be \$1.07, (y) the Series C Preferred Stock shall initially be \$1.77 and (z) the Series C-1 Preferred Stock shall initially be \$2.745. Such initial Conversion Prices, and the rate at which shares of each series of Preferred Stock may be converted into shares of Common stock, shall be subject to adjustment as provided below.

In the event of a notice of redemption of any shares of Senior Preferred Stock pursuant to Section B.6 hereof, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the redemption price is not paid on such redemption date, in which case the Conversion Rights for such unredeemed shares shall continue until such price is paid in full. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock.

(b) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then effective applicable Conversion Price.

(c) Mechanics of Conversion.

(i) In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent of such certificates (or lost certificate affidavit and agreement) and notice (or by the Corporation if the Corporation serves as its own transfer agent) shall be the time of conversion (the "Conversion Time"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, issue and deliver at such office to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled, together with cash in lieu of any fraction of a share.

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

(iii) All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and shall not be reissued as shares of such series, and the Corporation (without the need for stockholder action) may from time to time take such appropriate action as may be necessary to reduce the authorized number of shares of applicable Preferred Stock accordingly.

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

(v) The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section B.4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

(d) Preferred Stock Mandatory Conversion.

(i) Upon the earlier of (A) the closing of the sale of shares of Common Stock to the public at a price of at least \$13.725 per share (subject to appropriate adjustment for stock splits, stock dividends, combinations and other similar recapitalizations affecting such shares), in an underwritten public offering pursuant to an effective registration statement under the

Securities Act of 1933, as amended, resulting in at least \$30,000,000 of proceeds (net of the underwriting discount and commissions) to the Corporation and such offered Common Stock is listed for trading on either the NASDAQ National Market or New York Stock Exchange (a "Qualifying Public Offering") or (B) a date specified by vote or written consent of the holders of at least a majority of the then outstanding shares of the series of Preferred Stock to be converted, (x) all outstanding shares of the series of Preferred Stock to be converted pursuant to clauses (A) or (B) above (the "Applicable Series") shall automatically be converted into shares of Common Stock, at the then effective conversion rate of such Applicable Series, and (y) such shares may not be reissued by the Corporation as shares of such series. No series of Preferred Stock is empowered to cause the conversion of any other series of Preferred Stock pursuant to this Section B.4(d).

(ii) All holders of record of shares of the Applicable Series shall be given written notice of the date such shares are to be converted pursuant to Section B.4(d)(i) (the "Applicable Series Mandatory Conversion Date") and the place designated for such mandatory conversion. Such notice need not be given in advance of the occurrence of the Applicable Series Mandatory Conversion Date. Such notice shall be sent by first class or registered mail, postage prepaid, or given by electronic communication in compliance with the provisions of the General Corporation Law, to each record holder of the Applicable Series. Upon receipt of such notice, each holder of shares of the Applicable Series shall surrender his, her or its certificate or certificates for all such shares to the Corporation at the place designated in such notice, and shall thereafter receive certificates for the number of shares of Common Stock to which such holder is entitled pursuant to this Section B.4(d). On the Applicable Series Mandatory Conversion Date, all outstanding shares of the Applicable Series shall be deemed to have been converted into shares of Common Stock, which shall be deemed to be outstanding of record, and all rights with respect to the Applicable Series so converted, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor, to receive certificates for the number of shares of Common Stock into which such shares of Applicable Series have been converted, and payment of any declared but unpaid dividends thereon. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. As soon as practicable after the Applicable Series Mandatory Conversion Date and the surrender of the certificate or certificates for shares of the Applicable Series, the Corporation shall cause to be issued and delivered to such holder, or on his, her or its written order, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and cash as provided in Subsection B.4(b) in respect of any fraction of a share of Common Stock otherwise issuable upon such conversion.

(iii) All certificates evidencing shares of the Applicable Series which are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the Applicable Series Mandatory Conversion Date, be deemed to have been retired and cancelled and the shares of the Applicable Series represented thereby converted into Common Stock for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date. Such converted shares of the Applicable Series may not be reissued as shares of such Series, and the Corporation may thereafter take such appropriate

action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of the Applicable Series accordingly.

5. Adjustments of the Conversion Price

(a) Adjustments for Diluting Issues.

(i) Special Definitions. For purposes of this Section B.5, the following definitions shall apply:

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

(B) "Original Issue Date" shall be [September __, 2007].

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

(D) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section B.5(a)(iii) below, deemed to be issued) by the Corporation after the Original Issue Date, other than the following ("Exempted Securities"):

(I) shares of Common Stock issued or deemed issued as a dividend or distribution on the Preferred Stock;

(II) shares of Common Stock issued or issuable by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Section B.5(b) or B.5(c) below;

(III) up to an aggregate of [1,292,557] shares of Common Stock issued or deemed issued to employees or directors of, or consultants to, the Corporation or any of its subsidiaries pursuant to the Corporation's 2004 Stock Option Plan or similar plan or arrangement approved by the Board of Directors of the Corporation;

(IV) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case; provided that (x) such Option or Convertible Security is outstanding on the Original Issue Date and such issuance is pursuant to the terms of such Option or Convertible Security; or (y) any adjustment to the Conversion Price required by the issuance of such Option or Convertible Security has already been made pursuant to (5)(a)(iii); or

(V) shares of Common Stock issued or issuable to banks, equipment lessors or other financial institutions, or to real property lessors, in connection with

any present or future borrowing, line of credit, leasing or similar financing arrangement approved by the Board of Directors of the Corporation and by the holders of at least a majority of the Common Stock issued or issuable upon conversion of the Series B Preferred Stock and Series B-1 Preferred Stock, taken together as a single class, and the holders of at least a majority of the Common Stock issued or issuable upon the conversion of the Series C Preferred Stock and Series C-1 Preferred Stock, taken together as a single class, each voting as separate classes.

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price for any series of Preferred Stock shall be made as the result of the issuance of Additional Shares of Common Stock if: (A) the consideration per share (determined pursuant to Section B.5(a)(v)) for such Additional Shares of Common Stock issued or deemed to be issued by the Corporation is equal to or greater than the Conversion Price of such series of Preferred Stock in effect immediately prior to the issuance or deemed issuance of such Additional Shares of Common Stock, or (B) prior to such issuance or deemed issuance, the Corporation receives written notice from the holders of, (x) in the case of the Series A Preferred Stock, Series B Preferred Stock or Series B-1 Preferred Stock at least a majority of the then outstanding shares of Series B Preferred Stock and Series B-1 Preferred Stock, acting together as a single class, (y) in the case of the Series C Preferred Stock, a majority of the then outstanding shares of the Series C Preferred Stock and (z) in the case of the Series C-1 Preferred Stock, a majority of the then outstanding shares of the Series C-1 Preferred Stock, in each case agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock. Notwithstanding anything to the contrary contained in the foregoing, any waiver by the holders of Series B Preferred Stock and Series B-1 Preferred Stock is only effective if it applies to each of the Series A Preferred Stock, Series B Preferred Stock and Series B-1 Preferred Stock.

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

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

(B) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price for any series of Preferred Stock pursuant to the terms of Section B.5(a)(iv) below, are revised (either

automatically pursuant to the provisions contained therein or as a result of an amendment to such terms) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then, effective upon such increase or decrease becoming effective, the Conversion Price for such series of Preferred Stock computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no adjustment pursuant to this clause (B) shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (i) the Conversion Price on the original adjustment date, or (ii) the Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

(C) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which, upon exercise, conversion or exchange thereof, would entitle the holder thereof to receive Exempted Securities the issuance of which did not result in an adjustment to the Conversion Price for any series of Preferred Stock pursuant to the terms of Section B.5(a)(iv) below (either because the consideration per share (determined pursuant to Section B.5(a)(v) hereof) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Conversion Price for such series of Preferred Stock then in effect, or because such Option or Convertible Security was issued before the Original Issue Date), are revised after the Original Issue Date (either automatically pursuant to the provisions contained therein or as a result of an amendment to such terms) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Section B.5(a)(iii)(A) above) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(D) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price pursuant to the terms of Section B.5(a)(iv) below, such Conversion Price shall be readjusted to such Conversion Price as would have obtained had such Option or Convertible Security never been issued.

(iv) Conversion Price Adjustments Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to

be issued pursuant to Section B.5(a)(iii)), without consideration or for a consideration per share less than the Conversion Price for any series of Preferred Stock in effect immediately prior to such issue, then such Conversion Price for each affected Series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

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

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

"CP₂" shall mean the applicable Conversion Price in effect immediately after such issue of Additional Shares of Common Stock;

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

"A" shall mean the number of shares of Common Stock outstanding and Deemed Outstanding (as defined below) immediately prior to such issue of Additional Shares of Common Stock;

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

"C" shall mean the number of such Additional Shares of Common Stock issued in such transaction; and

All shares of Common Stock issuable upon exercise of outstanding Options and conversion or exchange of Convertible Securities shall be "Deemed Outstanding" for purposes of this Section B.5(a)(iv).

(v) Determination of Consideration. For purposes of this Section B.5(a), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(A) Cash and Property: Such consideration shall:

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

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

(III) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which

covers both, be the proportion of such consideration so received, computed as provided in clauses (I) and (II) above, as determined in good faith by the Board of Directors of the Corporation.

(B) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section B.5(a)(iii), relating to Options and Convertible Securities, shall be determined by dividing

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

(II) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(vi) Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Conversion Price for any series of Preferred Stock pursuant to the terms of Section B.5(a)(iv) above, and such issuance dates occur within a period of no more than 120 days from the first such issuance to the final such issuance, then, upon the final such issuance, the Conversion Price for each affected series of Preferred Stock shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without additional giving effect to any adjustments as a result of any subsequent issuances pursuant to such series of related transactions within such period).

(b) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Common Stock without a comparable subdivision of the Preferred Stock or combine the outstanding shares of Preferred Stock without a comparable combination of the Common Stock, the Conversion Price for each series of Preferred Stock in effect immediately before that subdivision or combination shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock without a comparable combination of the Preferred Stock or effect a subdivision of the outstanding shares of Preferred Stock without a comparable subdivision of the Common Stock, the Conversion Price for each series of Preferred Stock in effect immediately before the combination or subdivision shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series

shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

(c) Adjustment for Certain Dividends and Distributions. Subject to the provisions of Section B.1, in the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price for each series of Preferred Stock in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the applicable Conversion Price then in effect by a fraction:

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

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

provided, however, that if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, each affected Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the such Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and provided further, however, that no such adjustment shall be made if the holders of Preferred Stock simultaneously receive (i) a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event or (ii) a dividend or other distribution of shares of Preferred Stock which are convertible, as of the date of such event, into such number of shares of Common Stock as is equal to the number of additional shares of Common Stock being issued with respect to each share of Common Stock in such dividend or distribution.

(d) Adjustments for Other Dividends and Distributions. Subject to the provisions of Section B.1, in the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of capital stock of the Corporation entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of such capital stock, a dividend or other distribution of such securities or other property in an amount equal to a rate per share for the Preferred Stock determined by dividing the amount of the dividend payable on each share of such class or series of capital stock by the original

issuance price of such class or series of capital stock and multiplying such fraction by an amount equal to the applicable Original Issue Price, in each case calculated on the record date for determination of holders entitled to receive such dividend.

(e) Adjustment for Merger or Reorganization, etc. Subject to the provisions of Section B.2, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by subsections (b), (c) or (d) of this Section B.5), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by majority of the Board of Directors of the Corporation with such majority including the Series C Director and the Series B Directors) shall be made in the application of the provisions in this Section B.5 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section B.5 (including provisions with respect to changes in and other adjustments of the applicable Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock.

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

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

(ii) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(iii) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

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

dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice. Any notice required by the provisions hereof to be given to a holder of shares of Preferred Stock shall be deemed sent to such holder if deposited in the United States mail, postage prepaid, and addressed to such holder at his, her or its address appearing on the books of the Corporation.

6. Redemption.

(a) Redemption. Shares of Senior Preferred Stock shall be redeemed by the Corporation out of funds lawfully available therefor at a price equal to the applicable Original Issue Price plus any Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid (the "Redemption Price"), in three equal installments in accordance with Section B.6(b) hereof after receipt by the Corporation at no less than 10 days prior to (x) [May 5, 2011], or (y) any anniversary thereof (each of (x) and (y), a "Notice Date"; for purposes of clarity, no Notice Date shall occur prior to [May 5, 2011]) from (i) in the case of a redemption of the Series C-1 Preferred Stock the holders of at least 50% of the then outstanding Series C-1 Preferred Stock, (ii) in the case of a redemption of the Series C Preferred Stock the holders of at least 50% of the then outstanding Series C Preferred Stock and (iii) in the case of a redemption of the Series B Preferred Stock and Series B-1 Preferred Stock, the holders of at least 50% of the then outstanding Series B Preferred Stock and Series B-1 Preferred Stock, voting together as a single class, of written notice requesting redemption of all shares of the relevant series of Senior Preferred Stock (a "Redemption Notice"). As soon as practicable after receipt of a Redemption Notice, the Corporation shall notify the holders of the series of Senior Preferred Stock of its receipt thereof. Any holder of Senior Preferred Stock electing to redeem its shares shall notify the Corporation in writing of such election not later than thirty (30) business days after receipt of the notice from the Corporation of the Redemption Notice. For purposes hereof, notice shall be deemed to have been delivered upon personal delivery to the party to be notified or when sent by confirmed electronic mail, telex or facsimile if sent during normal business hours of the recipient; if not on the next business day, or five (5) days after having been sent registered or certified mail, return receipt requested, postage prepaid, or one (1) business day after deposit with a national recognized overnight courier, specifying next day delivery, with written verification of receipt, in each case to such party's address as reflected on the books and records of the Corporation.

(b) Payment of Redemption Price. Beginning on the date that is six months after a Notice Date (the "First Payment Date"), the Corporation shall redeem the shares of the relevant series of Preferred Stock (together with any shares of Preferred Stock electing to participate in such redemption, the "Redeeming Shares") in three equal installments (each a "Redemption Date"), the first of which shall occur on the First Payment Date, the second of which shall occur on the date that is six months after the First Payment Date and the third of which shall occur on the date which is the first anniversary of the First Payment Date. Interest shall accrue on the Redemption Price from the Notice Date at a rate of twelve percent (12%) per annum on all unpaid amounts (the "Redemption Interest"). The Corporation may prepay, in whole but not in part, the Redemption Price plus accrued Redemption Interest without penalty at any time.

(c) Redemption Default. If the Corporation does not redeem on any Redemption Date all Redeeming Shares because it does not have sufficient funds legally available therefore or otherwise (a "Redemption Default"), the Corporation shall redeem a *pro rata* portion of each redeeming holder's Redeeming Shares out of funds legally available therefor, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the legally available funds were sufficient to redeem all such shares, and shall redeem the remaining Redeeming Shares as soon as practicable after the Corporation has funds legally available therefor. Until such time as the Corporation cures the Redemption Default (*i.e.*, by redeeming all such remaining unredeemed shares); the holders of the applicable series of unredeemed Senior Preferred Stock shall have the rights set forth in Section B.7 below.

(d) Redemption Notice. Written notice of the mandatory redemption (the "Redemption Notice") shall be mailed, postage prepaid, to each holder of record of the relevant series of Senior Preferred Stock at its post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, not less than forty (40) days prior to each Redemption Date. The Redemption Notice shall state:

(i) the number of shares of the relevant series of Senior Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date;

(ii) the Redemption Date and, if determined, the Redemption Price together with a calculation of the Redemption Interest payable thereon;

(iii) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Section B.4.A(a)); and

(iv) that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the Redeemable Shares.

(e) Surrender of Certificates; Payment. On or before each Redemption Date, each holder of shares of Senior Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section B.4 hereof, shall surrender the certificate or certificates representing such shares to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price plus any Redemption Interest thereon for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled and retired. In the event less than all of the shares of Preferred Stock represented by a certificate are redeemed, a new certificate representing the unredeemed shares of Preferred Stock, as applicable, shall promptly be issued to such holder.

(f) Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the Redemption Date the Redemption Price payable upon redemption of the shares of Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor, then notwithstanding that the certificates evidencing any of the shares of Senior Preferred Stock so

called for redemption shall not have been surrendered, dividends with respect to such shares of Senior Preferred Stock shall cease to accrue after such Redemption Date, Redemption Interest will cease to accrue as of such date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price and Redemption Interest accrued through the Redemption Date upon surrender of their certificate or certificates for the Redeemable Shares.

(g) Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock which are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately canceled and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

7. Rights On Default. If the Corporation breaches or fails to perform any of its obligations under Section B.6 hereof (including a Redemption Default under Section B.6(b) above), then, until the Corporation cures such breach or failure to perform, additional dividends at a rate of twelve percent (12%) of the sum of the Redemption Price (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar event affecting such shares) plus any accrued but unpaid Redemption Interest, per share compounded annually shall accrue on all unredeemed shares of the applicable series of Senior Preferred Stock, such accruing dividend to be included in the Redemption Price required to be paid by the Corporation to redeem such shares and in the Liquidation Amount for such shares. Additionally, the number of members of the Board of Directors of the Corporation shall be automatically and without further action increased to nine, and the holders of the unredeemed shares of the affected series or series (plural) of Preferred Stock, taken together as a single class, shall have the right to elect five members to the Board of Directors (in addition to the members of the Board of Directors – if any – which they are entitled to elect pursuant to Section B.3(6) above) until such time as the Redemption Default is cured.

8. Drag Along.

(a) Stockholder Approval. If the Corporation's Board of Directors and stockholders holding at least seventy-five percent (75%) of the then-outstanding Senior Preferred Stock (or Common Stock into which the Senior Preferred Stock has converted) (the "Investors") approve a *bona fide* offer from an independent third party to purchase all or substantially all of the Corporation's assets or capital stock (whether by sale, merger or otherwise) (a "Bona Fide Offer") (an "Approved Sale"), the Corporation shall notify the stockholders (the "Sale Notice") in writing of such Approved Sale. The Sale Notice shall set forth (i) the name and address of the proposed acquirer in the Approved Sale (the "Proposed Acquirer"), (ii) the terms and conditions of the Approved Sale, including the price and consideration to be paid by the Proposed Acquirer and the terms and conditions of payment, (iii) any other material facts relating to the Approved Sale, and (iv) the date and location of the closing of the Approved Sale. The Corporation shall enclose with the Sale Notice a copy of any term sheet, letter of intent or other written document which clearly defines the terms of the Approved Sale. Upon receipt of a Sale Notice or within the time period specified therein, each stockholder shall accept such Bona Fide Offer and shall be obligated (i) to vote all of his or its shares of capital stock at any regular or special meeting of stockholders (or consent pursuant to a written consent in lieu of

such meeting) in favor of such Approved Sale and in opposition to any and all proposals that could reasonably be expected to impair or delay the ability of the Corporation to consummate such Approved Sale, and to raise no objections against the Approved Sale or the process pursuant to which the Approved Sale was arranged, (ii) not to deposit, and cause any affiliates not to deposit, except as provided in that certain Second Amended and Restated Voting Agreement between the Corporation and certain of its stockholders, dated as of [September __, 2007], as from time to time amended, any voting securities owned by such stockholder or affiliate in a voting trust or subject to any arrangement or agreement with respect to the voting of such shares unless specifically requested to do so by the acquirer or the Corporation in connection with the Approved Sale, (iii) to waive any and all dissenters', appraisal or similar rights with respect to such Approved Sale, and (iv) if the Approved Sale is structured as a sale of equity securities by the stockholders of the Corporation, to sell the shares of Capital Stock then owned by such stockholder on the terms and conditions of such Approved Sale. Each stockholder agrees to take all actions deemed necessary or appropriate by the Corporation's Board of Directors and the Investors in connection with the Approved Sale.

(b) Proxy; Attorney-in-Fact. As security for the performance of each stockholder's obligations pursuant to this Section B.8, each stockholder hereby grants to the Corporation's Board of Directors, with full power of substitution and resubstitution, an irrevocable proxy to vote all shares of capital stock then owned by such stockholder, at all meetings of the shareholders of the Corporation held or taken after the date of this Agreement with respect to an Approved Sale, or to execute any written consent in lieu thereof, and hereby irrevocably appoints the Corporation's Board of Directors, with full power of substitution and resubstitution, as the stockholder's attorney-in-fact with authority to sign any documents with respect to any such vote or any actions by written consent of the shareholders taken after the Original Issue Date. This proxy shall be deemed to be coupled with an interest and shall be irrevocable. This proxy shall terminate upon the consummation of a Qualifying Public Offering.

9. 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 canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

10. Contractual Rights of Holders. The various provisions set forth herein for the benefit of the holders of the Preferred Stock shall be deemed contract rights enforceable by them, including, without limitation, one or more actions for specific performance.

11. No Dilution or Impairment. The Corporation shall not, by amendment of this Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities, agreement or any other voluntary action, 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 the carrying out of all the provisions set forth herein and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of Preferred Stock against impairment.

12. Waiver. Except as otherwise stated herein, (a) any of the rights of the holders of the Series A Preferred Stock set forth herein that apply exclusively to the holders of Series A

Preferred Stock may be waived by the affirmative consent of the holders of at least a majority of the shares of the Series A Preferred Stock then outstanding, (b) any other rights of the holders of the Series A Preferred Stock set forth herein and any of the rights of the holders of the Series B Preferred Stock set forth herein may be waived by the affirmative consent of the holders of at least a majority of the shares of the Series B Preferred Stock then outstanding, (c) any of the rights of the holders of Series B-1 Preferred Stock may be waived by the affirmative consent of the holders of at least a majority of the then outstanding Series B-1 Preferred Stock, (d) any of the rights of the holders of Series C Preferred Stock may be waived by the affirmative consent of the holders of at least a majority of the then outstanding Series C Preferred Stock and (e) any of the rights of the holders of Series C-1 Preferred Stock may be waived by the affirmative consent of the holders of at least a majority of the then outstanding Series C-1 Preferred Stock.

FIFTH: Subject to any additional vote required by this Amended and Restated Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by this Amended and Restated Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

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

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept 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 the Corporation.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the 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 General Corporation Law.

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

ELEVENTH: Subject to any additional vote required by this Amended and Restated Certificate of Incorporation, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and 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.

TWELFTH: Subject to the provisions hereof, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation (voting together as a single class on an as-if-converted basis), irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

* * *

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 General Corporation Law.

THIS AMENDED AND RESTATED CERTIFICATE OF INCORPORATION is executed as of this 21st day of September, 2007.

AUTOTASK CORPORATION

By: 

Name: Robert Godgar

Title: Chief Executive Officer

ATTESTED BY:


Name: William Temple

Title: Secretary