

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
AXIOMA, INC.

Axioma, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows:

1. The Corporation was originally incorporated under the name of Axioma, Inc. pursuant to an original Certificate of Incorporation filed with the Secretary of State of the State of Delaware on February 23, 2000.
2. The Corporation's Certificate of Incorporation was amended by that certain Certificate of Amendment of Certificate of Incorporation filed with the Secretary of State of the State of Delaware on May 9, 2000.
3. The Corporation's Certificate of Incorporation was further amended by that certain Certificate of Amendment of Certificate of Incorporation filed with the Secretary of State of the State of Delaware on January 2, 2001.
4. The Corporation's Certificate of Incorporation was further amended by that certain Certificate of Amendment to Certificate of Incorporation filed with the Secretary of the State of the State of Delaware on October 8, 2002.
5. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law and restates, integrates and further amends the provisions of the Certificate of Incorporation of the Corporation.
6. The Corporation's Certificate of Incorporation is hereby amended and restated to read in its entirety as follows:

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

SECOND: The registered office of the Corporation in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, Wilmington 19808 (County of New Castle). The name of its registered agent at that address is Corporation Service Company.

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

FOURTH: The aggregate number of shares of capital stock which the Corporation shall have authority to issue is 25,000,000 shares of common stock, par value \$0.001 per share ("Common Stock"), of which: (i) 15,000,000 shares shall be designated as "Series A Common Stock"; (ii) 5,000,000 shares shall be designated as "Series B Common Stock"; and (iii) 5,000,000 shares shall be designated as "Series C Common Stock".

The relative preferences, powers, rights, qualifications, limitations and restrictions in respect of the capital stock of the Corporation are as follows:

1. Definitions. The following capitalized terms used, but not defined, in this Section Fourth shall have the following meanings:
 - 1.1 The term "Existing Stockholders" shall mean Sebastian Ceria, Mathieu Savelsbergh, Sebastian Boulan and Roman Blanco.
 - 1.2 The term "SI Investor" shall mean Strategic Investments I, Inc., a wholly-owned subsidiary of Morgan Stanley & Co., Inc.
 - 1.3 The term "TL Investor" shall mean TL Ventures V L.P., a Delaware limited partnership, and TL Ventures V Interfund L.P., a Delaware limited partnership, collectively and individually.
 - 1.4 The term "Qualified Change of Control Transaction" shall mean (x) any consolidation or merger of the Corporation with or into any other corporation or entity or any other transaction or series of transactions in which more than 50% of the voting power of the Corporation is disposed of and the Corporation is not the survivor, (y) any sale, conveyance or disposition by the Corporation of all or substantially all of its assets, or (z) any sale, conveyance or disposition by the holders of Common Stock of a majority of the outstanding voting power of the Corporation (whether in one transaction or a series of related transactions) that, in the case of any of the transactions contemplated by clauses (x), (y) and (z), is on an arms-length basis and has been approved by the holders of a majority of the shares of Common Stock.
 - 1.5 The term "Series A Common Stockholder" shall mean the Existing Stockholders and any person or entity that joins the Shareholders Agreement as a "Series A Common Stockholder", together with their respective successors and assigns.
 - 1.6 The term "Series B Common Stockholder" shall mean the SI Investor and any person or entity that joins the Shareholders Agreement as a "Series B Common Stockholder", together with their respective successors and assigns.
 - 1.7 The term "Series C Common Stockholder" shall mean the TL Investor and any person or entity that joins the Shareholders Agreement as a "Series C Common Stockholder", together with their respective successors and assigns.
 - 1.8 The term "Shareholders Agreement" shall mean that certain Second Amended and Restated Shareholders Agreement, dated May 3, 2006, by and between the Corporation, the Stockholder party thereto, the SI Investor, and the TL Investors, as amended or supplemented from time to time.
2. Voting Rights. Except as otherwise provided in this Certificate of Incorporation or the Bylaws of the Corporation, all shares of Common Stock (including the Series A Common Stock, the Series B Common Stock and the Series C Common Stock) shall vote together as a single class on all actions to be taken by the

Stockholders of the Corporation. Each share of Common Stock shall have one vote per share.

3. Liquidation Preference.

- (a) The Series A Common Stockholders shall not have a liquidation preference with respect to their shares of Series A Common Stock.
- (b) The Series B Common Stockholders and the Series C Common Stockholders each shall have the following liquidation preference with respect to their shares of Series B Common Stock and Series C Common Stock. In the event that:
 - (i) the Corporation issues any equity security that is senior in any respect to the Series B Common Stock (a "Series B Senior Security") (other than in connection with a Qualified Change of Control Transaction or the issuance of Series C Common Stock), or there occurs a liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary (a "Series B Liquidation Event"); or
 - (ii) the Corporation issues any equity security that is senior in respect to the Series C Common Stock (a "Series C Senior Security") (other than in connection with a Qualified Change of Control transaction or the issuance of Series B Common Stock); or
 - (iii) there occurs a liquidation, dissolution or winding up of the Corporation, either voluntarily or involuntarily (a "Series C Liquidation Event");

then the SI Investor, the ~~TL Investor~~ and the holders of such ~~Series B Senior Security and Series C Senior Security~~ (collectively, a "Senior Security") shall be entitled to receive, on a pari passu basis with each other, and, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the other holders of Series B Common Stock, other holders of Series C Common Stock, or the holders of Series A Common Stock by reason of their ownership thereof, an amount per share equal to:

- (A) (I) in the case of the SI Investor, and upon the occurrence of a Series B Liquidation Event, \$1.28 for each outstanding share of Series B Common Stock (as adjusted for any stock dividends, combinations or splits with respect to such shares); and
- (II) in the case of the TL Investor, and upon the occurrence of a Series C Liquidation Event, \$1.34 for each outstanding share of Series C Common Stock (as adjusted for any stock dividends, combinations or splits with respect to such shares); and

- (III) in the case of a holder of such Senior Security, and upon the occurrence of a liquidation, dissolution or winding-up of the Corporation (whether voluntary or involuntary) the amount so paid to the Corporation for each outstanding share of such Senior Security (the "Original Senior Security Price") (as adjusted for any stock dividends, combinations or splits with respect to such shares); plus, in each case,
- (B) an amount equal to declared but unpaid dividends on such share for each share of Series B Common Stock, Series C Common Stock or the Senior Security then held by it.

If upon the occurrence of such event, the assets and funds thus distributed among the SI Investor, the TL Investor and the holders of the Senior Security shall be insufficient to permit the payment to the SI Investor, the TL Investor and the holders of the Senior Security of the full aforesaid preferential amounts, then, the entire assets and funds of the Corporation legally available for distribution shall be distributed to the SI Investor, the TL Investor and the holders of the Senior Security in proportion to the amount of such stock owned by each such holder.

- (c) Upon the completion of the distributions required by subparagraph (b) of this Section 3, if assets remain in the Corporation, the holders of the Series B Common Stock (other than the SI Investor) and Series C Common Stock (other than the TL Investor), shall be entitled to receive prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of Series A Common Stock by reason of their ownership thereof, an amount per share equal to:
 - (i) the aggregate amount of outstanding principal and accrued interest under the convertible promissory note for which such share of Series B Common Stock was received at the time that such note was converted with respect to each outstanding share of Series B Common Stock (as adjusted for any stock dividends, combinations or splits with respect to such shares); and
 - (ii) in the case of Series C Common Stock, \$1.34 for each outstanding share of Series C Common Stock (as adjusted for any stock dividends, combinations or splits with respect to such shares); plus in each case,
 - (iii) the declared but unpaid dividends on such share for each share of Series B Common Stock and each share of Series C Common Stock then held by it.

If upon the occurrence of such event, the assets and funds thus distributed among the other holders of the Series B Common Stock and the Series C Common Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then, the entire assets and funds of the Corporation legally available for distribution shall

be distributed to the other holders of the Series B Common Stock and the Series C Common Stock in proportion to the amount of such stock owned by each such holder.

- (d) Upon the completion of the distribution required by subparagraph (c) of this Section 4, if assets remain in the Corporation, the holders of Common Stock of the Corporation shall be entitled to receive all of the remaining assets of this Corporation.

4. Protective Provisions.

- (a) The Corporation shall not take, approve or otherwise ratify any of the following actions without the consent of each of the SI Investor and the TL Investor:

- (i) the acquisition of the Corporation by another entity by means of merger or other form of corporate reorganization;
- (ii) a sale of all or substantially all of the Corporation's assets;
- (iii) the acquisition by any person or group of affiliated persons (other than an underwriter of the Corporation's securities), of a majority of the Corporation's then outstanding securities; or
- (iv) payment of any dividend or distribution on, or a reacquisition of, capital stock of the Corporation, which is effected on a non-pro rata basis (excluding (1) repurchases of Class B Common Stock at the lesser of then current fair market value or cost upon termination of an officer, employee, director or service provider pursuant to the terms of a standard option agreement or restricted stock purchase agreement previously approved by the Board of Directors of the Corporation; or (2) pursuant to a contractual right of first refusal).

provided, however, that the consent of each of the SI Investor and the TL Investor is not required for any of the actions in clauses (i), (ii) or (iii) if such action is on an arms-length basis and has been approved by the holders of a majority of the shares of Common Stock.

- (b) Notwithstanding paragraph ELEVENTH of this Certificate of Incorporation, the Corporation shall not amend or repeal any provision of, or add any provision to, this Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation that would alter or change the rights, preferences or privileges of: (i) the shares of Series B Common Stock so as to adversely affect such shares without the consent of the SI Investor, or (ii) the shares of the Series C Common Stock so as to adversely affect such shares without the consent of the TL Investor.

FIFTH: Election of directors need not be by written ballot, except to the extent provided in the Bylaws of the Corporation. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, and consistently with such laws, the Board of Directors is expressly authorized:

- (a) To make, alter, amend or repeal the Bylaws of the Corporation, subject to the power of the holders of stock having voting power thereon to alter, amend or repeal the Bylaws made by the Board of Directors; and
- (b) To determine from time to time whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Corporation, or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right to inspect any book or document of the Corporation except as conferred by the laws of the State of Delaware or any agreement between the Corporation and one or more of its Stockholders, unless and until authorized so to do by resolution of the Board of Directors or of the stockholders.

The Corporation may in its Bylaws confer powers upon its directors in addition to the foregoing and in addition to the powers and authority expressly conferred upon them by the laws of the State of Delaware.

SIXTH: The directors in their discretion may submit any contract or other transaction or act for approval or ratification by the stockholders by written consent or at any meeting of the stockholders, and any contract or other trans-action or act that shall be approved or be ratified by the written consent of the holders of a majority of the outstanding stock of the Corporation entitled to vote with respect to such approval or ratification, or by the vote of the holders of a majority of the stock of the Corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy), shall be as valid and as binding upon the Corporation and upon all of the stockholders of the Corporation as though it had been approved or ratified by every stockholder of the Corporation at a formal meeting of the stockholders.

SEVENTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under § 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or any receiver or receivers appointed for the Corporation under § 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

EIGHTH: A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. No

amendment or repeal of this Article NINTH, or subsequently adopted inconsistent provision of this Certificate of Incorporation shall decrease the protection afforded to a director by this Article with respect to any act or omission of the director occurring prior to such amendment, repeal or adoption of an inconsistent provision.

NINTH:

- (a) Each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized or permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding, and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person; provided, however, that, except as provided in paragraph (b) of this Article TENTH, the Corporation shall indemnify any such person seeking indemnification in connection with an action, suit or proceeding (or part thereof) initiated by such person only if such action, suit or proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such action, suit or proceeding in advance of its final disposition; provided, however, that, if the General Corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director or officer in his capacity as such in advance of the final disposition of any such action, suit or proceeding shall be made only upon receipt by the Corporation of an undertaking by or on behalf of such director or officer to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article or otherwise. The Corporation may, by action of the Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.
- (b) If a claim under paragraph (a) is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a


defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including the Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including the Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

- (c) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation (as it may be amended), the Bylaws of the Corporation, agreement, vote of stockholders or disinterested directors or otherwise.
- (d) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

TENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner prescribed at the time by statute, and all rights conferred upon stockholders in this Certificate of Incorporation are granted subject to this reservation.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be duly executed as of the 3rd day of May, 2006.

AXIOMA, INC.

By: 
Name: ROBERT BENDER
Title: VICE PRESIDENT, SECRETARY & TREASURER