

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**

**OF**

**4INFO, INC.**

4INFO, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

FIRST: The name of the corporation is 4INFO, Inc.

SECOND: The original Certificate of Incorporation of the corporation was filed with the Secretary of State of Delaware on August 25, 2004 under the name SMSLocate, Inc. An Amended and Restated Certificate of Incorporation was filed with the Secretary of State of Delaware on October 13, 2004 under the name SMSLocate, Inc. A Certificate of Amendment of Amended and Restated Certificate of Incorporation was filed with the Secretary of State of Delaware on March 4, 2005 under the name SMSLocate, Inc. An Amended and Restated Certificate of Incorporation was filed with the Secretary of State of Delaware on March 21, 2005 under the name 4INFO, Inc. An Amended and Restated Certificate of Incorporation was filed with the Secretary of State of Delaware on January 13, 2006 under the name 4INFO, Inc. A Certificate of Amendment of Amended and Restated Certificate of Incorporation was filed with the Secretary of State of Delaware on April 26, 2007 under the name 4INFO, Inc.

THIRD: Pursuant to Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware, this Amended and Restated Certificate of Incorporation restates, integrates and further amends the provisions of the Certificate of Incorporation of the corporation.

FOURTH: The Certificate of Incorporation of the corporation shall be amended and restated to read in full as follows:

**ARTICLE I**

The name of the corporation is 4INFO, Inc. (the "Company").

**ARTICLE II**

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

**ARTICLE III**

The purpose of the Company is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "General Corporation Law").

## ARTICLE IV

A. Classes of Stock. The total number of shares of all classes of capital stock that the Company shall have authority to issue is thirty million eight hundred nineteen thousand two hundred fifty-two (30,819,252) of which twenty million (20,000,000) shares, par value of one-tenth of one cent (\$0.001) per share, shall be Common Stock (the "Common Stock") and ten million eight hundred nineteen thousand two hundred fifty-two (10,819,252) shares, par value of one-tenth of one cent (\$0.001) per share, shall be Preferred Stock (the "Preferred Stock").

The Preferred Stock shall be divided into series. The first series shall be designated "Series A Preferred Stock" and shall consist of one million seventeen thousand one hundred thirty-seven (1,017,137) shares. The second series shall be designated "Series B Preferred Stock" and shall consist of four million fifty thousand three hundred seventy-five (4,050,375) shares. The third series shall be designated "Series C Preferred Stock" and shall consist of two million three hundred fifty-five thousand seven hundred seventy (2,355,770) shares. The fourth series shall be designated "Series D Preferred Stock" and shall consist of three million three hundred ninety-five thousand nine hundred seventy (3,395,970) shares.

B. Rights, Preferences and Restrictions of Preferred Stock. The Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock shall have such voting power, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, as follows:

1. Dividend Provisions.

(a) The holders of shares of Series D Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, shares of Common Stock of the Company) on the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or the Common Stock or any other junior equity security of the Company, at the rate of \$0.3534 per share per annum (as adjusted to reflect any subsequent stock dividends, stock splits, stock combinations or other recapitalizations with respect to such shares) or, if greater (as determined on a per annum basis and an as converted basis for the Series D Preferred Stock), an amount equal to that paid on the Common Stock, payable when, as and if declared by the Board of Directors. Such dividends shall not be cumulative. No dividend shall be paid on or declared and set apart for the shares of any series of Preferred Stock for any dividend period unless at the same time a like proportionate dividend for the same dividend period, ratably in proportion to the respective annual dividend rates fixed therefor, shall be paid on or declared and set apart for the shares of all other such series of Preferred Stock. The holders of the outstanding Series D Preferred Stock can waive any dividend preference that such holders shall be entitled to receive under this Section 1 upon the affirmative vote or written consent of the holders of a majority of the Series D Preferred Stock then outstanding.

(b) Subject to the rights of the holders of shares of Series D Preferred Stock as provided in subsection 1(a), the holders of shares of Series C Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference

to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, shares of Common Stock of the Company) on the Series A Preferred Stock, Series B Preferred Stock or the Common Stock or any other junior equity security of the Company, at the rate of \$0.3328 per share per annum (as adjusted to reflect any subsequent stock dividends, stock splits, stock combinations or other recapitalizations with respect to such shares) or, if greater (as determined on a per annum basis and an as converted basis for the Series C Preferred Stock), an amount equal to that paid on the Common Stock, payable when, as and if declared by the Board of Directors. Such dividends shall not be cumulative. No dividend shall be paid on or declared and set apart for the shares of any series of Preferred Stock for any dividend period unless at the same time a like proportionate dividend for the same dividend period, ratably in proportion to the respective annual dividend rates fixed therefor, shall be paid on or declared and set apart for the shares of all other such series of Preferred Stock. The holders of the outstanding Series C Preferred Stock can waive any dividend preference that such holders shall be entitled to receive under this Section 1 upon the affirmative vote or written consent of the holders of a majority of the Series C Preferred Stock then outstanding.

(c) Subject to the rights of the holders of shares of Series D Preferred Stock and Series C Preferred Stock as provided in subsections 1(a) and 1(b), the holders of shares of Series A Preferred Stock and Series B Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, shares of Common Stock of the Company) on the Common Stock or any other junior equity security of the Company, at the rate of \$0.0205 and \$0.14, respectively, per share per annum (as adjusted to reflect any subsequent stock dividends, stock splits, stock combinations or other recapitalizations with respect to such shares) or, if greater (as determined on a per annum basis and an as converted basis for the Series A Preferred Stock and Series B Preferred Stock), an amount equal to that paid on the Common Stock, payable when, as and if declared by the Board of Directors. Such dividends shall not be cumulative. No dividend shall be paid on or declared and set apart for the shares of any series of Preferred Stock for any dividend period unless at the same time a like proportionate dividend for the same dividend period, ratably in proportion to the respective annual dividend rates fixed therefor, shall be paid on or declared and set apart for the shares of all other such series of Preferred Stock. The holders of the outstanding Series A Preferred Stock can waive any dividend preference that such holders shall be entitled to receive under this Section 1 upon the affirmative vote or written consent of the holders of a majority of the Series A Preferred Stock then outstanding. The holders of the outstanding Series B Preferred Stock can waive any dividend preference that such holders shall be entitled to receive under this Section 1 upon the affirmative vote or written consent of the holders of a majority of the Series B Preferred Stock then outstanding.

(d) The holders of Preferred Stock expressly waive their rights, if any, as described in California Corporations Code sections 502, 503 and 506 as they relate to repurchases of Common Stock upon termination of employment or service as a consultant or director.

2. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of Series D Preferred Stock, holders of Series C Preferred Stock and holders of Series B Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Company to the holders of the Series A Preferred Stock, Common Stock or other junior equity security of the Company by reason of their ownership thereof, an amount per share equal to \$4.417 for each outstanding share of Series D Preferred Stock (the "Original Series D Issue Price"), an amount per share equal to \$4.16 for each outstanding share of Series C Preferred Stock (the "Original Series C Issue Price") and an amount per share equal to \$1.75 for each outstanding share of Series B Preferred Stock (the "Original Series B Issue Price") plus all declared but unpaid dividends on such share (as adjusted for any dividends, combinations, splits, recapitalizations and the like after the filing date hereof). If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series D Preferred Stock, Series C Preferred Stock and Series B Preferred 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 Company legally available for distribution shall be distributed ratably among the holders of the Series D Preferred Stock, Series C Preferred Stock and Series B Preferred Stock in proportion to the full preferential amount of Series D Preferred Stock, Series C Preferred Stock and Series B Preferred Stock that each such holder is otherwise entitled to receive under this subsection (a).

(b) Upon the completion of the distribution required by Section 2(a), the holders of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Company to the holders of Common Stock or other junior equity security of the Company by reason of their ownership thereof, an amount per share equal to \$0.41 for each outstanding share of Series A Preferred Stock (the "Original Series A Issue Price"), plus all declared but unpaid dividends on such share (as adjusted for any dividends, combinations, splits, recapitalizations and the like after the filing date hereof). If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred 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 Company legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the amount of such stock owned by each such holder.

(c) Upon the completion of the distribution required by Sections 2(a) and 2(b), the entire remaining assets and funds of the Company legally available for distribution, if any, shall be distributed among the holders of the Common Stock pro rata based on the number of shares of Common Stock held by each.

(d) (i) For purposes of this Section B.2, a liquidation, dissolution or winding up of the Company shall be deemed to be occasioned by, or to include, (A) the acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation but, excluding any merger effected exclusively for the purpose of changing the domicile of the Company); (B) a sale of all or substantially all of the assets of the Company; unless the Company's stockholders of record as constituted immediately prior to such Acquisition (as

defined below) will, immediately after such Acquisition (by virtue of securities issued as consideration for the Acquisition or otherwise) hold at least 50% of the voting power of the surviving or acquiring entity; or (C) an exclusive licensing of all or substantially all of the Company's intellectual property to a third party (any such acquisition, sale or licensing described in clause (A), (B) or (C), an "Acquisition"). In such event, the holders of Preferred Stock and Common Stock shall be entitled to receive at the closing of such Acquisition in cash, securities or other property amounts as specified in subsections 2(a), (b) and (c). Notwithstanding the above, for purposes of determining the amount each holder of shares of Preferred Stock is entitled to receive with respect to an Acquisition, unless a holder of shares of a series of Preferred Stock otherwise instructs this corporation in writing prior to the Acquisition, each such holder shall be deemed to have converted (regardless of whether such holder actually converted) such holder's shares of such series into shares of Common Stock immediately prior to the Liquidation Event if, as a result of an actual conversion, such holder would receive, in the aggregate, an amount greater than the amount that would be distributed to such holder if such holder did not convert such series of Preferred Stock into shares of Common Stock. If any such holder shall be deemed to have converted shares of Preferred Stock into Common Stock pursuant to this paragraph, then such holder shall not be entitled to receive any distribution that would otherwise be made to holders of Preferred Stock that have not converted (or have not been deemed to have converted) into shares of Common Stock.

(ii) In any of such events, if the consideration received by the Company is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability:

(1) If traded on a securities exchange or other last sale reporting system such as The Nasdaq Stock Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the 20 day period ending two (2) days prior to the closing (or such other period as is set forth in the agreement or agreements setting forth the terms of such Acquisition);

(2) If actively traded over-the-counter (but not on a last sale reporting system), the value shall be deemed to be the average of the closing bid prices over the 20-day period ending two days prior to the closing (or such other period as is set forth in the agreement or agreements setting forth the terms of such Acquisition); and

(3) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by the Company and the holders of at least fifty-five percent (55%) of the voting power of all then outstanding shares of Preferred Stock.

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising

solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount, if any, from the market value determined as set forth above in Section 2(d)(ii)(A) (1), (2) or (3) to reflect the approximate fair market value thereof, as mutually determined by the Company and the holders of at least fifty-five percent (55%) of the voting power of all then outstanding shares of Preferred Stock.

(iii) In the event the requirements of this subsection 2(d) are not complied with, the Company shall forthwith either:

(A) cause such closing to be postponed until such time as the requirements of this Section 2 have been complied with; or

(B) cancel such transaction, in which event the rights, preferences and privileges of the holders of the Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in subsection 2(d)(iv) hereof.

(iv) The Company shall give each holder of record of Preferred Stock written notice of such impending transaction not later than fifteen (15) days prior to the stockholders' meeting called to approve such transaction, or fifteen (15) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and the Company shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than fifteen (15) days after the Company has given the first notice provided for herein or sooner than five (5) days after the Company has given notice of any material changes provided for herein. In connection with any proposed Acquisition transaction, holders of Preferred Stock shall be entitled to conditionally convert their shares of Preferred Stock into such number of shares of Common Stock as provided in Section B.4 of this Article IV contingent upon the consummation of the Acquisition; it being the intent of this Section that holders of Preferred Stock be given the opportunity to maximize the return on their investment in the event that they convert their shares of Preferred Stock into Common Stock and not to require the holders of Preferred Stock to convert if, for any reason, the Acquisition provided for in the notice to the holders of Preferred Stock is not consummated.

(v) Shares of Preferred Stock shall not be entitled to be converted into shares of Common Stock in order to participate in any distribution, or series of distributions, as shares of Common Stock, without first foregoing participation in the distribution, or series of distributions, as shares of Preferred Stock.

3. Redemption. The Preferred Stock shall not be redeemable at the option of the holder.

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 after the date of issuance of such

share, at the office of the Company or any transfer agent for Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock, as the case may be, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Series A Issue Price, Original Series B Issue Price, Original Series C Issue Price or Original Series D Issue Price, as the case may be (in each case as defined in Section B.2 above) by the Conversion Price applicable to the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock, as the case may be, in effect on the date the certificate is surrendered for conversion. The initial "Conversion Price" per share for shares of Series A Preferred Stock shall be the Original Series A Issue Price, the initial "Conversion Price" per share for shares of Series B Preferred Stock shall be the Original Series B Issue Price, the initial "Conversion Price" per share for shares of Series C Preferred Stock shall be the Original Series C Issue Price and the initial "Conversion Price" per share for shares of Series D Preferred Stock shall be the Original Series D Issue Price; provided, however, that the Conversion Prices for the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and the Series D Preferred Stock shall be subject to adjustment as set forth in Section 4(d).

(b) Automatic Conversion.

(i) Each share of Series D Preferred Stock and Series C Preferred Stock shall automatically be converted into shares of Common Stock, at the Conversion Price at the time in effect for each such series of Preferred Stock, immediately upon the earlier of (i) except as provided below in subsection 4(c), the closing of the sale by the Company of Common Stock in a firm commitment underwritten public offering registered under the Securities Act of 1933, as amended (the "Securities Act"), other than a registration relating solely to a transaction under Rule 145 under the Securities Act (or any successor thereto) or to an employee benefit plan of the Company, that results in gross offering proceeds (before deduction of underwriters' discounts and commissions and expenses) to the Company and/or any selling stockholders of more than \$30,000,000 in the aggregate and the per share public offering price of at least \$9.00 (subject to adjustment to reflect subsequent stock dividends, stock splits, stock combinations or other recapitalizations) (a "Qualified Public Offering") or (ii) the date specified by written consent or agreement of the holders of at least a majority of the then outstanding shares of Series C Preferred Stock and Series D Preferred Stock (voting together as a single class and not as separate series and on an as-converted basis).

(ii) Each share of Series B Preferred Stock and Series A Preferred Stock shall automatically be converted into shares of Common Stock, at the Conversion Price at the time in effect for each such series of Preferred Stock, immediately upon the earlier of (i) except as provided below in subsection 4(c), the closing of the sale by the Company of Common Stock in a firm commitment underwritten public offering registered under the Securities Act of 1933, as amended (the "Securities Act"), other than a registration relating solely to a transaction under Rule 145 under the Securities Act (or any successor thereto) or to an employee benefit plan of the Company, that results in gross offering proceeds (before deduction of underwriters' discounts and commissions and expenses) to the Company and/or any selling stockholders of more than \$30,000,000 in the aggregate and the per share public offering price of at least \$9.00 (subject to adjustment to reflect subsequent stock dividends, stock splits, stock combinations or other recapitalizations) or (ii) the date specified by written consent or agreement

of the holders of at least a majority of the then outstanding shares of Series B Preferred Stock and Series A Preferred Stock (voting together as a single class and not as separate series and on an as-converted basis).

(c) Mechanics of Conversion.

(i) Before any holder of a series of Preferred Stock shall be entitled to convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for such series of Preferred Stock, and shall give written notice to the Company at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued; provided, however, that in the event of an automatic conversion pursuant to subsection 4(b), the outstanding shares of such series of Preferred Stock shall be converted automatically without any further action by the holder of such shares and whether or not the certificate representing such shares is surrendered to the Company or its transfer agent; provided, further, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such automatic conversion unless either the certificates evidencing such shares of Preferred Stock are delivered to the Company or its transfer agent as provided above, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. The Company shall, as soon as practicable after the surrender by a holder of the certificate representing shares of the Preferred Stock in accordance with this subsection 4(c), issue and deliver at such office to such holder of such series of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates, for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of such series of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date.

(ii) If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act, the conversion may, at the option of any holder tendering shares of such series of Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock issuable upon such conversion of such series of Preferred Stock shall not be deemed to have converted such shares of such series of Preferred Stock until immediately prior to the closing of such sale of securities.

(iii) If the conversion occurs through the vote of the holders of at least a majority of the shares of one or more classes of Preferred Stock then outstanding (voting together as a single class and not as a separate series and on an as-converted basis), such conversion shall be deemed to have been made at the close of business on the day written notice of such election has been received by the Company, and the person or persons entitled to receive shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date. Until certificates for



such shares of Preferred Stock of the applicable classes that have been converted have been delivered to the Company for exchange for certificates representing shares of Common Stock, such certificates shall be deemed to represent the shares of Common Stock into which such shares of the applicable classes of Preferred Stock have been converted.

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The Conversion Price of the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock shall be subject to adjustment from time to time as follows:

(i) (A) If the Company shall issue, after the date upon which any share of Series D Preferred Stock was first issued (the "Purchase Date"), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price for the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and/or Series D Preferred Stock in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and/or Series D Preferred Stock, as appropriate, in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of Common Stock that the aggregate consideration received by the Company for such issuance would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of such Additional Stock. For the purpose of the foregoing calculation, the number of shares of Common Stock outstanding immediately prior to such issuance shall be calculated on a fully diluted basis, as if all shares of Preferred Stock and all other securities convertible into or exchangeable for Common Stock ("Convertible Securities") had been fully converted into shares of Common Stock immediately prior to such issuance and any currently exercisable warrants, options or other rights for the purchase of shares of stock or convertible securities had been fully exercised immediately prior to such issuance (and the resulting securities fully converted into shares of Common Stock, if so convertible), but not including in such calculation any additional shares of Common Stock issuable with respect to shares of Preferred Stock, Convertible Securities, or currently exercisable options, warrants or other rights for the purchase of shares of stock or Convertible Securities, solely as a result of the adjustment of such Conversion Price (or other conversion ratios) resulting from the issuance of Additional Stock causing such adjustment.

(B) No adjustment of the Conversion Price for Preferred Stock shall be made in an amount less than one cent per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in subsections 4(d)(i)(E)(3) and 4(d)(i)(E)(4) below, no adjustment of such Conversion Price for such series of Preferred Stock pursuant to this subsection 4(d)(i) shall have the effect of increasing the Conversion Price for such series of Preferred Stock above the

Conversion Price for such series of Preferred Stock in effect immediately prior to such adjustment.

(C) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Company for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors irrespective of any accounting treatment.

(E) In the case of the issuance (whether before, on or after the applicable Purchase Date) of options to purchase or rights to subscribe for Common Stock, Convertible Securities, or options to purchase or rights to subscribe for Convertible Securities, the following provisions shall apply for all purposes of this subsection 4(d)(i) and subsection 4(d)(ii):

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subsections 4(d)(i)(C) and 4(d)(i)(D)), if any, received by the Company upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for any such Convertible Securities or upon the exercise of options to purchase or rights to subscribe for such Convertible Securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by the Company for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Company (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each

case to be determined in the manner provided in subsections 4(d)(i)(C) and 4(d)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Company upon exercise of such options or rights or upon conversion of or in exchange for such Convertible Securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Conversion Price of such series of Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities; provided, however, that this subsection shall not have any effect on any conversion of such series of Preferred Stock prior to such change or increase.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such Convertible Securities, the Conversion Price of such series of Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities; provided, however, that this subsection shall not have any effect on any conversion of such series of Preferred Stock prior to such change or increase.

(5) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to subsections 4(d)(i)(E)(1) and 4(d)(i)(E)(2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subsection 4(d)(i)(E)(3) or 4(d)(i)(E)(4).

(ii) “Additional Stock” with respect to any series of Preferred Stock shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to subsection 4(d)(i)(E)) by the Company after the Purchase Date other than:

(A) Common Stock issued pursuant to a transaction described in subsection 4(d)(iii) hereof,

(B) shares of Common Stock issuable or issued to directors, officers, or employees of, or consultants, or other service providers to the Company directly or pursuant to a stock option, stock bonus, stock purchase or restricted stock plan or agreement or warrants approved by the Board of Directors of the Company;

(C) Common Stock issued or issuable upon conversion of the Preferred Stock and other currently outstanding convertible securities, including any Preferred Stock which is automatically converted into Common Stock upon the closing of the sale by the Company of Common Stock in a firm commitment underwritten public offering in accordance with subsection 4(b) hereof;

(D) shares of Common Stock issued or issuable in connection with a bona fide business acquisition of or by the Company, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise;

(E) shares of Common Stock issued or issuable in connection with the following transactions and upon approval by the Board of Directors; in each case, including the directors designated by the holders of the Series B Preferred Stock and Series C Preferred Stock, (1) a strategic licensing transaction; or (2) a corporate partnership or joint venture or similar strategic agreement or transaction; provided, in any issuance pursuant to this subsection 4(d)(ii)(E), such issuance is for other than primarily equity financing purposes;

(F) shares of Common Stock issued or issuable to banks, equipment lessors and other financial institutions or landlords in connection with the extension of credit to the Company (including loans, lines of credit, guarantees or other financing arrangements) or in connection with the lease of equipment, personal property or real property, provided such issuances are for other than primarily equity financing purposes and are approved by the Board of Directors of the Company;

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

(H) shares of Common Stock issued or issuable upon approval of fifty-five percent (55%) of the outstanding shares of the Preferred Stock (voting together as a single class and not as a separate series on an as-converted basis);

(I) Shares of Common Stock issued pursuant to that certain Marketing Collaboration Agreement by and between the Company and Gannett Satellite Information Network, Inc. dated on or about January 12, 2006, a copy of which will be made available to stockholders of the Company upon request; and

(J) shares of Common Stock issued or issuable (1) in a public offering before or in connection with which all outstanding shares of Preferred Stock will be converted to Common Stock or (2) upon exercise of warrants or rights granted to underwriters in connection with such a public offering.

(iii) In the event the Company should at any time or from time to time after the Purchase Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock");

Equivalents”) without a corresponding subdivision, dividend or other distribution to holders of Preferred Stock and without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of each series of Preferred Stock shall be appropriately 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 of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuance, in subsection 4(d)(i)(E).

(iv) If the number of shares of Common Stock outstanding at any time after the Purchase Date is decreased by a combination of the outstanding shares of Common Stock and without a corresponding combination of the outstanding shares of Preferred Stock, then, following the record date of such combination, the Conversion Price for each series of Preferred Stock shall be appropriately 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 outstanding shares.

(v) Notwithstanding anything herein to the contrary, the operation of, and any adjustment of the Conversion Prices pursuant to, the provisions of subsection 4(d)(i) may be waived with respect to any specific share or shares of Preferred Stock, either prospectively or retroactively and either generally or in a particular instance by a writing executed by the registered holder of such share or shares. Any waiver pursuant to this subsection 4(d)(v) shall bind all future holders of the shares of Preferred Stock for which rights have been waived. In the event that a waiver of adjustment of Conversion Price under this subsection 4(d)(v) results in different Conversion Prices for shares of a series of Preferred Stock, the Secretary of this company shall maintain a written ledger identifying the Conversion Price for each share of such series of Preferred Stock. Such information shall be made available to any person upon request.

(e) Other Distributions. In the event the Company shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Company or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 4(d)(iii), without a corresponding distribution to the Preferred Stock, then, in each such case for the purpose of this subsection 4(e), the holders of the Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock entitled to receive such distribution.

(f) Recapitalizations and Reorganizations.

(i) If at any time or from time to time there shall be a recapitalization or reorganization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this subsection 4 or

subsection 2) provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive, upon conversion thereof, the number of shares of stock or other securities or property of the Company or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this subsection 4 with respect to the rights of the holders of the Preferred Stock after the recapitalization or reorganization to the end that the provisions of this subsection 4 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(ii) If any consolidation or merger of the Company with another company or entity shall be effected, then, as a condition of such consolidation or merger, lawful and adequate provision shall be made whereby the holders of the Preferred Stock shall thereafter have the right to receive, upon the basis and upon the terms and conditions specified herein, and in lieu of the shares of Common Stock immediately theretofore receivable upon the conversion of the Preferred Stock, such shares of stock, securities or assets as may be issued or payable in connection with such consolidation or merger with respect to or in exchange for a number of outstanding shares of Common Stock equal to the number of shares of Common Stock issuable upon conversion of the Preferred Stock immediately prior to such consolidation or merger. In any such case, appropriate provision shall be made with respect to the rights and interests of the holders of the Preferred Stock to the end that the provisions hereof (including, without limitation, provisions for adjustment of the each applicable Conversion Price) shall thereafter be applicable, as nearly as may be practicable, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights. Except as expressly set forth in this subsection (ii), nothing in this subsection 4(f)(ii) will be deemed to restrict the Company from entering into a consolidation or merger.

(g) No Impairment. Without the appropriate vote of the stockholders under the General Corporation Law or Section 6 of this Article IV(B), the Company will not, by amendment of its certificate of incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities 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 Company, but will at all times in good faith assist in the carrying out of all the provisions of this subsection 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Preferred Stock against impairment.

(h) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of the Preferred Stock, and the number of shares of Common Stock to be issued shall be rounded down to the nearest whole share and the Company shall pay in cash the fair market value of any fractional shares as of the time when entitlement to receive such fractions is determined. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price of Preferred Stock pursuant to this subsection 4, the Company, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the consideration received or deemed to be received by the Company for any Additional Stock issued or sold or deemed to have been issued or sold, (C) the Conversion Price for such series of Preferred Stock at the time in effect, and (D) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of Preferred Stock.

(i) Notices of Record Date. In the event of any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, to receive any other right, or to exchange their shares of Common Stock, Preferred Stock (or other securities) for securities or other property deliverable upon a reorganization, reclassification, consolidation, merger, dissolution, liquidation or winding up, the Company shall mail to each holder of Preferred Stock, at least 5 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution, right or other exchange, and the amount and character of such dividend, distribution, right or other exchange.

(j) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of all outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock such number of shares of Common Stock as shall from time to time be sufficient to effect such conversion; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect such conversion, in addition to such other remedies as shall be available to the holder of such Preferred Stock, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Amended and Restated Certificate of Incorporation.

(k) Notices. Any notice required by the provisions of this subsection 4 to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the United States mail, three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Company.

5. Voting Rights.

(a) Voting Other than for Directors. Except as required by law and in subsection 5(b) below, the holder of each share of Preferred Stock shall have the right to one vote for each share of Common Stock into which such Preferred Stock could be converted on the record date for the vote or consent of stockholders, and, except as otherwise required by law, with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock. The holder of each share of Preferred Stock shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the bylaws of the Company, and shall be entitled to vote with holders of Common Stock upon the election of directors except as set forth in subsection 5(b) below and upon any other matter submitted to a vote of stockholders of the Company, except as to those matters required by law or this certificate of incorporation to be submitted to a class vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded down to the nearest whole number.

(b) Voting for Directors.

(i) With respect to the election of members of the Board of Directors, (i) so long as at least five hundred thousand (500,000) shares of Series A Preferred Stock are outstanding (as adjusted for stock splits, stock dividends, stock combinations and the like), one (1) member of the Board of Directors shall be elected by the holders of a majority of the Series A Preferred Stock, voting as a separate class (the "Series A Director"), (ii) so long as at least five hundred thousand (500,000) shares of Series B Preferred Stock are outstanding (as adjusted for stock splits, stock dividends, stock combinations and the like), one (1) member of the Board of Directors shall be elected by the holders of a majority of the Series B Preferred Stock, voting as a separate class (the "Series B Director"), (iii) so long as at least five hundred thousand (500,000) shares of Series C Preferred Stock are outstanding (as adjusted for stock splits, stock dividends, stock combinations and the like), one (1) member of the Board of Directors shall be elected by the holders of a majority of the Series C Preferred Stock, voting as a separate class (the "Series C Director"), (iv) one (1) member of the Board of Directors shall be elected by the holders of a majority of the Common Stock, voting as a separate class (the "Common Director"), and (v) one (1) member of the Board of Directors shall be elected by the holders of a majority of the Common Stock and the Preferred Stock, voting together as a single class and on an as-converted basis (the "Joint Director").

(ii) The Series A Director may be removed from the Board of Directors, either with or without cause, only by the affirmative vote of the holders of a majority of the outstanding Series A Preferred Stock; the Series B Director may be removed from the Board of Directors, either with or without cause, only by the affirmative vote of the holders of a majority of the outstanding Series B Preferred Stock; the Series C Director may be removed from the Board of Directors, either with or without cause, only by the affirmative vote of the holders of a majority of the outstanding Series C Preferred Stock; the Common Director may be removed from the Board of Directors, either with or without cause, only by the affirmative vote of the holders of a majority of the outstanding Common Stock; and the Joint Director may be removed from the Board of Directors, either with or without cause, only by the affirmative vote



of the holders of a majority of the Preferred Stock and Common Stock, voting together as a single class and on an as-converted basis.

(iii) If a vacancy on the Board of Directors is to be filled by the Board of Directors, only a director or directors elected by the same class of stockholders as those who would be entitled to vote to fill such vacancy, if any, shall vote to fill such vacancy. If there are no such directors, such vacancy shall be filled by the affirmative vote of the holders of a majority of the shares of that same class of stockholders as those who would be entitled to vote to fill such vacancy.

(iv) No person entitled to vote at an election for directors may cumulate votes to which such person is entitled, unless, at the time of such election, the Company is subject to Section 2115 of the California General Corporation Law ("CGCL"). During such time or times that the Company is subject to Section 2115(b) of the CGCL, every stockholder entitled to vote at an election for directors may cumulate such stockholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such stockholder's shares are otherwise entitled, or distribute the stockholder's votes on the same principle among as many candidates as such stockholder desires. No stockholder, however, shall be entitled to so cumulate such stockholder's votes unless (i) the names of such candidate or candidates have been placed in nomination prior to the voting and (ii) the stockholder has given notice at the meeting, prior to the voting, of such stockholder's intention to cumulate such stockholder's votes. If any stockholder has given proper notice to cumulate votes, all stockholders may cumulate their votes for any candidates who have been properly placed in nomination. Under cumulative voting, the candidates receiving the highest number of votes, up to the number of directors to be elected, are elected.

(v) During such time or times that the Company is subject to Section 2115(b) of the CGCL, the Board or any individual director may be removed from office at any time without cause by the affirmative vote of the holders of at least a majority of the outstanding shares entitled to vote; provided, however, that unless the entire Board is removed, no individual director may be removed when the votes cast against such director's removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election which the same total number of votes were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director's most recent election were then being elected.

## 6. Protective Provisions.

(a) So long as at least five hundred thousand (500,000) shares of Preferred Stock (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Preferred Stock after the filing date hereof) remain outstanding, in addition to any other vote or consent required herein or by law, the Company shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of fifty-five percent (55%) of the then outstanding shares of Preferred Stock, voting together as a single class and not as separate series and on an as-converted basis:

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

(ii) create any equity security, including any other security convertible into or exercisable for any equity security, having a preference over the Series D Preferred Stock with respect to voting rights, dividend rights or liquidation preference rights;

(iii) consummate a transaction described in Article IV, Section B.2(d)(i) hereof;

(iv) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose), directly or indirectly, any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for the Company or any subsidiary pursuant to agreements under which the Company has the option to repurchase such shares at cost or at cost upon the occurrence of certain events, such as the termination of employment or the repurchase of any shares pursuant to the exercise by the Company of contractual rights of first refusal with respect to such shares;

(v) declare or pay any dividend on or make any other distribution, directly or indirectly, on account of any shares of Preferred Stock or Common Stock; or

(vi) change the authorized number of directors of the Company.

(b) So long as at least five hundred thousand (500,000) shares of Series A Preferred Stock (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Preferred Stock after the filing date hereof) remain outstanding, in addition to any other vote or consent required herein or by law, the Company shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the then outstanding shares of Series A Preferred Stock, voting together as a single class, amend any provision of this Amended and Restated Certificate of Incorporation or the Company's Bylaws if such action would alter or change materially and adversely the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, the Series A Preferred Stock.

(c) So long as at least five hundred thousand (500,000) shares of Series B Preferred Stock (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Preferred Stock after the filing date hereof) remain outstanding, in addition to any other vote or consent required herein or by law, the Company shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the then outstanding shares of Series B Preferred Stock, voting together as a single class, amend any provision of this Amended and Restated Certificate of Incorporation or the Company's Bylaws if such action would alter or change materially and adversely the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, the Series B Preferred Stock.

(d) So long as at least five hundred thousand (500,000) shares of Series C Preferred Stock and Series D Preferred Stock (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Preferred Stock after the filing date hereof) remain outstanding, in addition to any other vote or consent required herein or by law, the Company shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the then outstanding shares of Series C Preferred Stock and Series D Preferred Stock, voting together as a single class and not as separate series and on an as-converted basis:

(i) amend any provision of this Amended and Restated Certificate of Incorporation or the Company's Bylaws if such action would alter or change materially and adversely the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, the Series C Preferred Stock or the Series D Preferred Stock;

(ii) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose), directly or indirectly, any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for the Company or any subsidiary pursuant to agreements under which the Company has the option to repurchase such shares at cost or at cost upon the occurrence of certain events, such as the termination of employment or the repurchase of any shares pursuant to the exercise by the Company of contractual rights of first refusal with respect to such shares;

(iii) declare or pay any dividend on or make any other distribution, directly or indirectly, on account of any shares of Preferred Stock or Common Stock; or

(iv) change the authorized number of directors of the Company.

7. Status of Converted or Reacquired Shares. Any share or shares of Preferred Stock acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be retired and have the status of authorized but unissued shares of Preferred Stock, without designation as to series until such shares are once more designated as part of a particular series by the Board of Directors.

C. Common Stock.

1. Relative Rights of Preferred Stock and Common Stock. All preferences, voting powers, relative, participating, optional or other special rights and privileges, and qualifications, limitations, or restrictions of the Common Stock are expressly made subject and subordinate to those that may be fixed with respect to any shares of the Preferred Stock.

2. Voting Rights. Except as otherwise required by law or this Amended and Restated Certificate of Incorporation, each holder of Common Stock shall have one vote in respect of each share of stock held by such holder of record on the books of the Company for the election of directors and on all matters submitted to a vote of stockholders of the Company.

3. Dividends. Subject to the preferential rights of the Preferred Stock, the holders of shares of Common Stock shall be entitled to receive, when and if declared by the Board of Directors, out of the assets of the Company which are by law available therefor, dividends payable either in cash, in property or in shares of capital stock.

4. Dissolution, Liquidation or Winding Up. In the event of any dissolution, liquidation or winding up of the affairs of the Company, after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of the Preferred Stock, holders of Common Stock shall be entitled to participate in any distribution of the assets of the Company in accordance with Section B.2 of this Article IV.

## ARTICLE V

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

A. The Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the Company, provided, however, that the by-laws may only be amended in accordance with the provisions thereof.

B. Elections of directors need not be by written ballot unless the by-laws of the Company shall so provide.

C. The books of the Company may be kept at such place within or without the State of Delaware as the by-laws of the Company may provide or as may be designated from time to time by the Board of Directors.

## ARTICLE VI

A. Limitation on Liability. A director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to the Company or its stockholders; (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (3) under Section 174 of the General Corporation Law; or (4) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law hereafter is amended to further eliminate or limit the liability of directors, then the liability of a director of the Company, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended General Corporation Law. Any repeal or modification of the foregoing provisions of this Article VI, or the adoption of any provision in an amended or restated certificate of incorporation inconsistent with this Article VI, shall be prospective only, and shall not adversely affect any right or protection of any director of the Company existing at the time of such repeal, modification or adoption. The amendment or repeal of this Article VI shall require the approval of the holders of shares representing at least sixty six and two thirds percent (66 2/3%) of the shares of the Company entitled to vote in the election of directors, voting as one class.

## ARTICLE VII

Except as otherwise provided in this Amended and Restated Certificate of Incorporation, the Company reserves the right to amend or repeal any provision, rescind or amend in any respect 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 a stockholder herein are granted subject to this reservation.

\* \* \*

FIFTH: This Amended and Restated Certificate of Incorporation was duly adopted by the Board of Directors.

SIXTH: This Amended and Restated Certificate of Incorporation was duly adopted by the stockholders in accordance with the provisions of Sections 242 and 245 of the General Corporation Law. Written consent of the stockholders has been given with respect to this Amended and Restated Certificate of Incorporation in accordance with Section 228 of the General Corporation Law, and written notice has been given as provided in Section 228.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, 4INFO, Inc. has caused this certificate to be signed by its President and Secretary this 20<sup>th</sup> day of June, 2007.

/s/ Zaw Thet

Zaw Thet, President

/s/ Anthony McCusker

Anthony McCusker, Secretary