

FIFTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

ANTENNA SOFTWARE, INC.

N7-4

Antenna Software, Inc., a corporation organized and existing under the laws of the state of Delaware, hereby certifies as follows:

1. This Corporation's original Certificate of Incorporation was filed with the Secretary of State of Delaware on March 2, 2001. The Amended and Restated Certificate of Incorporation of this Corporation was filed with the Secretary of State of the State of Delaware on December 18, 2002. The Second Amended and Restated Certificate of Incorporation of this Corporation was filed with the Secretary of State of the State of Delaware on December 12, 2003. The Third Amended and Restated Certificate of Incorporation of this Corporation was filed with the Secretary of State of the State of Delaware on December 24, 2003. The Fourth Amended and Restated Certificate of Incorporation of this Corporation was filed with the Secretary of State of the State of Delaware on November 4, 2004.

2. This Fifth Amended and Restated Certificate of Incorporation has been duly adopted by this Corporation's Board of Directors and stockholders in accordance with the applicable provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

3. The Certificate of Incorporation of this Corporation is hereby amended and restated to read in full as follows:

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

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, Delaware, County of New Castle, and the name of its registered agent at such address is The Corporation Trust Company.

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

FOURTH:

Effective upon the filing of this Fifth Amended and Restated Certificate of Incorporation, the total number of shares of capital stock that the Corporation shall have the authority to issue shall be 26,500,000 shares of Common Stock, \$.001 par value per share (the "Common Stock") and 20,694,335 shares of Preferred Stock, of which (i) 5,054,669 shares shall be designated Series A-1 Convertible Preferred Stock, \$.001 par value per share (the "Series A-1 Preferred Stock"), (ii) 7,965,020 shares shall be designated Series B-1 Convertible Preferred Stock, \$.001 par value per share (the "Series B-1 Preferred Stock") and (iii) 7,674,646 shares shall be designated Series C-1 Convertible Preferred Stock, \$.001 par value per share (the

"Series C-1 Preferred Stock", and together with the Series A-1 Preferred Stock and the Series B-1 Preferred Stock, the "Preferred Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class and series of capital stock of the Corporation:

A. PREFERRED STOCK

1. Dividends.

(a) The Corporation shall not declare or pay any dividends or any other distributions of property, assets or instruments of indebtedness on shares of Common Stock or any other ~~series of Preferred Stock~~ unless the Corporation shall have declared and paid the Series C-1 Accruing Dividend. In the event that a dividend or distribution is declared or paid on any share of Common Stock, no such dividend or distribution shall be declared or paid unless an equivalent dividend or distribution is paid on the Preferred Stock (on an as converted to Common Stock basis) on a pro rata basis, prior to the payment of the dividend or distribution on the Common Stock.

(b) The holders of Series C-1 Preferred Stock shall be entitled to receive prior and in preference to any declaration or payment on any distribution or dividend on any other ~~series of Preferred Stock~~ and the Common Stock (i) accruing dividends at an annual rate of \$0.13195192 per share (the "Series C-1 Accruing Dividends") (which Series C-1 Accruing Dividends shall be subject to equitable adjustment, on a per share basis, for stock splits, stock dividends, stock combinations, recapitalizations and like occurrences applicable to the Series C-1 Preferred Stock), plus (ii) any declared and unpaid dividends thereon, for each outstanding share of Series C-1 Preferred Stock held by them, payable as set forth herein, out of funds legally available for that purpose. Such Series C-1 Accruing Dividends shall accrue annually on the first day of January of each year (each of such dates being hereinafter referred to as a "Dividend Accrual Date" and each of the annual periods ending on the last day of the month immediately preceding a Dividend Accrual Date, respectively, being hereinafter referred to as "Dividend Accrual Period"), commencing on the original issuance date of such share of Series C-1 Preferred Stock, to the holders of record of the Series C-1 Preferred Stock ~~as they appear on the stock ledger of the Corporation~~. The Series C-1 Accruing Dividends shall be cumulative from their original issuance date (whether or not there shall be surplus or net ~~profits of the Corporation~~ legally available for the payment of such dividends and whether or not such Series C-1 Accruing Dividends shall have been declared), so that, if at any time any Series C-1 Accruing Dividends to the end of the last completed Dividend Accrual Period shall not have been paid or otherwise satisfied in accordance with the terms hereof, the amount of all Series C-1 Accruing Dividends shall be fully paid or otherwise satisfied as set forth herein (but without interest) or shall continue to accrue on the Series C-1 Preferred Stock. All Series C-1 Accruing Dividends shall be accrued pro rata per share. Any Series C-1 Accruing Dividends payable on the Series C-1 Preferred Stock for any period less than a full Dividend Accrual Period shall be computed on the basis of the actual number of days elapsed and the actual number of days in the relevant year. Anything herein to the contrary notwithstanding, the Series C-1 Accruing Dividends shall be payable to the holders of Series C-1 Preferred Stock upon a liquidation, dissolution or winding up of the

Corporation as and to the extent set forth in Section 2 and/or upon the redemption of the Series C-1 Preferred Stock as and to the extent set forth in Section 3.

2. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of shares of Series C-1 Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation available for distribution to the holders of any other series of Preferred Stock or to the holders of Common Stock by reason of their ownership thereof, an amount equal to the greater of (i) \$1.649399 per share (as adjusted for any stock splits, stock dividend, recapitalizations or the like with respect to such shares occurring after the date hereof), plus (x) all declared but unpaid dividends in respect of each such share then held by them and (y) the Series C-1 Accruing Dividend on each such share, or (ii) such amount per share as would have been payable had each such share of Series C-1 Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution or winding-up. If the assets of the Corporation shall be insufficient to permit the payment in full to the holders of shares of Series C-1 Preferred Stock of all amounts distributable to them under the foregoing sentence, then the entire assets of the Corporation available for such distribution shall be distributed ratably among the holders of shares of Series C-1 Preferred Stock on a pari passu basis in proportion to the full preferential amount each such holder would otherwise receive upon such distribution if all amounts payable on or with respect to such shares were paid in full. Notwithstanding anything contained herein to the contrary, effective upon delivery of the Corporation's audited financial statements to the holders of Series C-1 Preferred Stock pursuant to that certain Series C-1 Preferred Stock Purchase Agreement dated on or about December 20, 2005, this Section 2(a) shall cease to be of any force or effect following the first fiscal year in which the revenues of the Corporation on a consolidated basis exceed \$30 million, as reported in its audited financial statements relating to such fiscal year (after which time the Series C-1 Preferred Stock will rank pari passu with the Series A-1 Preferred Stock and the Series B-1 Preferred Stock pursuant to Section 2(b) below).

(b) (i) In the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of shares of Series A-1 Preferred Stock and Series B-1 Preferred Stock (and, if Section 2(a) shall have ceased to be of any force or effect, the Series C-1 Preferred Stock) shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation available for distribution to the holders of Common Stock by reason of their ownership thereof, an amount equal to the greater of:

(A) in the case of the Series A-1 Preferred Stock, (1) \$2.703955 per share (as adjusted for any stock splits, stock dividend, recapitalizations or the like with respect to such shares occurring after the date hereof), plus all declared but unpaid dividends in respect of each of such share then held by them, and (2) such amount per share as would have been payable had each such share of Series A-1 Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution or winding-up;

(B) in the case of the Series B-1 Preferred Stock, (1) \$1.649399 per share (as adjusted for any stock splits, stock dividend, recapitalizations or the like with respect to such shares occurring after the date hereof), plus all declared but unpaid dividends in respect of each such share then held by them, and (2) such amount per share as would have been payable had each such share of Series B-1 Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution or winding-up; and

(C) if Section 2(a) shall have ceased to be of any force or effect, with respect to the Series C-1 Preferred Stock, (1) \$1.649399 per share (as adjusted for any stock splits, stock dividend, recapitalizations or the like with respect to such shares occurring after the date hereof), plus (x) all declared but unpaid dividends in respect of each such share then held by them and (y) the Series C-1 Accruing Dividends, and (2) such amount per share as would have been payable had each such share of Series C-1 Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution or winding-up.

(ii) If the assets of the Corporation shall be insufficient to permit the payment in full to the holders of shares of Preferred Stock of all amounts distributable to them under Section 2(b)(ii), then the entire assets of the Corporation available for such distribution shall be distributed ratably among the holders of shares of Preferred Stock on a pari passu basis in proportion to the full preferential amount each such holder would otherwise receive upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(c) Upon completion of the distributions required by subsection 2(a) and 2(b) hereof, all of the remaining assets of the Corporation available for distribution to stockholders shall be distributed among the holders of Common Stock pro rata based on the number of shares of Common Stock held by each.

(d) For purposes of this Section 2, a liquidation, dissolution or winding-up of the Corporation shall be deemed to be occasioned by, or to include (unless the holders of at least (i) a majority of the Preferred Stock then outstanding, voting together as a single class on an as-converted basis and not as a separate series, and (ii) a majority of the Series C-1 Preferred Stock then outstanding, voting as a separate series, shall determine otherwise) (A) a merger or consolidation which results in the holders of the voting securities of the Corporation outstanding immediately prior thereto holding immediately thereafter less than a majority of the combined voting power of the voting securities of the Corporation or such surviving or acquiring entity outstanding immediately after such merger or consolidation; or (B) a sale of all or substantially all of the assets of this Corporation. In any of such events, if the consideration received by this Corporation is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(i) Securities not subject to investment letter or other similar restrictions on free marketability covered by (ii) below:

(A) If traded on a securities exchange or through the Nasdaq National Market, the value shall be deemed to be the average of the closing prices of the

securities on such exchange or system over the thirty-day period ending three days prior to the closing;

(B) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty-day period ending three days prior to the closing; and

(C) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by this Corporation and the holders of at least a majority of the voting power of all then outstanding shares of Preferred Stock.

(ii) 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 from the market value determined as above in (i) (A), (B) or (C) to reflect the approximate fair market value thereof, as mutually determined by this corporation and the holders of at least a majority of the voting power of all then outstanding shares of such Preferred Stock.

(e) Written notice of any liquidation, dissolution or winding-up, including any transaction deemed to be such an action under subsection 2(d) hereof, stating a payment date, the preferential amounts payable under subsections 2(a) or (b) hereof, and the place where said preferential amounts shall be payable, shall be delivered in person, mailed by certified or registered mail, return receipt requested, or sent by telecopier or telex, not less than twenty days prior to the payment date stated therein, to the holders of record of Preferred Stock, such notice to be addressed to each such holder at its address as shown by the records of the Corporation.

### 3. Redemption.

(a) At any time after December 20, 2010, but within ninety days after the receipt by this Corporation of a written request from the holders of not less than a majority of (i) the Series C-1 Preferred Stock then outstanding, acting as a single class, or (ii) the Series B-1 Preferred Stock and the Series A-1 Preferred Stock then outstanding, acting together as a single class, that all or, if less than all, a specified percentage of such holders' shares of Preferred Stock be redeemed, and concurrently with surrender by such holders of the certificates representing such shares, this Corporation shall, to the extent it may lawfully do so, redeem in three annual installments (each payment date being referred to herein as a "Redemption Date") the shares specified in such request by paying in cash therefor an amount per share equal to (1) in the case of the Series A-1 Preferred Stock, the sum of (A) \$2.703955 per share (as adjusted for any stock splits, stock dividend, recapitalizations or the like with respect to such shares occurring after the date hereof) plus (B) all declared but unpaid dividends in respect of each such share then held by them (2) in the case of the Series B-1 Preferred Stock, the sum of (A) \$1.649399 per share (as adjusted for any stock splits, stock dividends, recapitalizations or the like with respect to such shares occurring after the date hereof) plus (B) all declared but unpaid dividends on each such share and (3) in the case of the Series C-1 Preferred Stock, the sum of (A) \$1.649399 per share (as adjusted for any stock splits, stock dividends, recapitalizations or the like with respect to such shares occurring after the date hereof), plus (B) the Series C Accruing Dividends per share plus (C) all declared but unpaid dividends on each such share (in each case, the "Redemption Price").

The number of shares of Preferred Stock that this Corporation shall be required to redeem on any one Redemption Date shall be equal to the amount determined by dividing (x) the aggregate number of shares of Preferred Stock outstanding immediately prior to such Redemption Date that have been requested to be redeemed pursuant to this Section 3(a) by (y) the number of remaining Redemption Dates (including the Redemption Date to which such calculation applies). Upon any redemption under this Section 3, each series of Preferred Stock shall rank upon redemption in the same priority as such series of Preferred Stock ranks upon a liquidation, dissolution and winding up of the Corporation as set forth in Section 2. No amounts shall be paid to a series of Preferred Stock ranking upon liquidation junior to another series of Preferred Stock unless the redemption payments contemplated by this Section 3 shall have been first made to all of the outstanding shares of the senior series of Preferred Stock. Subject to the foregoing, any redemption of shares of Preferred Stock effected pursuant to this subsection 3(a) shall be made on a pro rata basis among the holders of shares of Preferred Stock in proportion to the number of shares proposed to be redeemed by such holders. Should any redemption installment not be paid on the applicable Redemption Date, then such redemption installment shall bear simple interest at one percent (1%) per month from such Redemption Date; provided, however, that no interest shall accrue on any redemption installment to the extent that the Corporation is not legally permitted to pay such redemption installment.

(b) At least fifteen but no more than thirty days prior to each Redemption Date, written notice shall be mailed, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of Preferred Stock to be redeemed, at the address last shown on the records of this Corporation for such holder, notifying such holder of the redemption to be effected on the applicable Redemption Date, specifying the number of shares to be redeemed from such holder, the Redemption Date, the Redemption Price, the place at which payment may be obtained and calling upon such holder to surrender to this Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares to be redeemed (the "Redemption Notice"). Except as provided in subsection 3(c), on or after each Redemption Date, each holder of shares of Preferred Stock to be redeemed on such Redemption Date shall surrender to this Corporation the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice, and thereupon the applicable Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(c) From and after each Redemption Date, unless there shall have been a default in payment of the Redemption Price, all rights of the holders of shares of Preferred Stock designated for redemption on such Redemption Date in the Redemption Notice as holders of shares of Preferred Stock (except the right to receive the applicable Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of this Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of this Corporation legally available for redemption of shares of Preferred Stock on a Redemption Date are insufficient to redeem the total number of shares of Preferred Stock to be redeemed on such date, those funds that are legally available will be used to redeem the maximum possible number of such shares of each

series of Preferred Stock in the same priority as such series of Preferred Stock ranks upon a liquidation, dissolution and winding up of the Corporation as set forth in Section 2 and then ratably among the holders of shares of any series of Preferred Stock ranking pari passu on the basis of the number of such shares which would be redeemed on such date if the funds of this Corporation legally available therefor had been sufficient to redeem all shares required to be redeemed on such date. The shares of Preferred Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein. At any time thereafter when additional funds of this Corporation are legally available for the redemption of shares of Preferred Stock, such funds will be used to redeem the balance of the shares that this Corporation has become obliged to redeem on any Redemption Date but that it has not redeemed, and such redemption shall occur based on the priorities set forth above as soon as practicable after such additional funds become legally available.

4. Conversion. The holders of 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 and on or prior to the fifth day prior to the Redemption Date, if any, as may have been fixed in any Redemption Notice with respect to such share of the Preferred Stock, at the office of this Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing (1) in the case of the Series A-1 Preferred Stock, \$2.703955 (as adjusted for any stock splits, stock dividend, recapitalizations or the like with respect to such shares occurring after the date hereof) by the Series A-1 Conversion Price (as defined below) in effect on the date the certificate is surrendered for conversion, (2) in the case of Series B-1 Preferred Stock \$1.649399 (as adjusted for any stock splits, stock dividend, recapitalizations or the like with respect to such shares occurring after the date hereof) by the Series B-1 Conversion Price (as defined below) in effect on the date the certificate is surrendered for conversion, and (3) in the case of Series C-1 Preferred Stock, \$1.649399 (as adjusted for any stock splits, stock dividend, recapitalizations or the like with respect to such shares occurring after the date hereof) by the Series C-1 Conversion Price (as defined below) in effect on the date the certificate is surrendered for conversion. The initial Conversion Price per share for shares of Series A-1 Preferred Stock shall be \$2.703955 and the initial Conversion Price per share for shares of Series B-1 Preferred Stock and Series C-1 Preferred Stock shall be \$1.649399 (each, a "Conversion Price," and specifically, the "Series A-1 Conversion Price", the "Series B-1 Conversion Price" and the "Series C-1 Conversion Price", respectively); provided, however, that the Conversion Price for each series of Preferred Stock shall be subject to adjustment as set forth in subsection 4(d).

(b) Automatic Conversion.

(i) Each share of Series C-1 Preferred Stock shall automatically be converted into shares of Common Stock at the Series C-1 Conversion Price then in effect immediately upon the earlier of (A) this Corporation's initial sale of its Common Stock in a firm commitment underwritten public offering (an "Initial Public Offering"), which Initial Public Offering shall result in not less than \$25,000,000 of net proceeds to the corporation, and the public offering price of which is not less than \$5.00 per share (as adjusted for any stock splits,

stock dividends, recapitalizations or the like), or (B) the date specified by written consent or agreement of the holders of at least 66-2/3% of the Series C-1 Preferred Stock then outstanding, voting separately as a series.

(ii) Each share of Series A-1 Preferred Stock and Series B-1 Preferred Stock shall automatically be converted into shares of Common Stock at the applicable Conversion Price then in effect for such series immediately upon the earlier of (A) this Corporation's Initial Public Offering, which Initial Public Offering shall result in not less than \$25,000,000 of net proceeds to the corporation, and the public offering price of which is not less than \$5.00 per share (as adjusted for any stock splits, stock dividends, recapitalizations or the like), or (B) the date specified by written consent or agreement of the holders of a majority of the outstanding Series A-1 Preferred Stock and Series B-1 Preferred Stock, voting together as a single class on an as-converted to Common Stock basis and not as separate series.

(c) Mechanics of Conversion. Before any holder of Preferred Stock shall be entitled to convert the same into shares of Common Stock, he or she shall surrender the certificate or certificates therefor, duly endorsed, at the office of this Corporation or of any transfer agent for the Preferred Stock, and shall give written notice to this Corporation 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. This Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder 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 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. If the conversion is in connection with an Initial Public Offering, the conversion may, at the option of any holder tendering 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 persons entitled to receive the Common Stock upon conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities.

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The Conversion Price for each series of Preferred Stock shall be subject to adjustment from time to time as follows:

(i) Adjustment of Series A-1 Conversion Price, Series B-1 Conversion Price and Series C-1 Conversion Price upon Issuance of Additional Stock. If at any time after the date hereof, this Corporation shall issue any Additional Stock (as defined in subsection 4(d)(iv) below) without consideration or for a consideration per share less than the Series C-1 Conversion Price in effect immediately prior to such issuance, the Series A-1 Conversion Price, Series B-1 Conversion Price and Series C-1 Conversion Price shall each forthwith be reduced, concurrently with such issue, to a price determined by dividing (i) an amount equal to the sum of (a) the number of shares of Common Stock outstanding immediately prior to such issuance (including shares of Common Stock deemed to be issued pursuant to subsection 4(d)(iii)(D)(1)



or (2)) multiplied by the then applicable Conversion Price and (b) the aggregate consideration, if any, received by this Corporation upon such issuance by (ii) the sum of (a) the number of shares of Common Stock outstanding immediately prior to such issuance (including shares of Common Stock deemed to be issued pursuant to subsection 4(d)(iii)(D)(1) or (2)) and (b) the number of shares of such Additional Stock.

(ii) No de Minimis Adjustments. No adjustment of the Conversion Price for any series of Preferred Stock shall be made in an amount less than one cent per share, provided that any adjustments that 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)(iii)(D)(3) and (4), no adjustment of the Conversion Price for any series of Preferred Stock pursuant to this subsection 4(d)(ii) shall have the effect of increasing such Conversion Price above the applicable Conversion Price in effect immediately prior to such adjustment.

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

(A) 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 this corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(B) 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.

(C) In the case of the issuance of the Common Stock issued together with other securities or other assets of the Corporation for consideration covering both, the consideration other than cash (determined in accordance with subsection 4(d)(iii)(B) above) shall be the proportion of the total consideration as determined in good faith by the Board of Directors.

(D) In the case of the issuance (whether before, at or after the date hereof) of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of subsections 4(d)(i)-(iii):

(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)(iii)(A) and 4(d)(iii)(B)), if any, received by this Corporation 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. To the extent such effective issuance causes a reduction in the Conversion Price for any series of Preferred Stock, as provided in this Section 4(d), except as otherwise provided in subsections 4(d)(v) and (vi), no further adjustment of such Conversion Price shall be made upon the actual issue of such Common Stock upon exercise of such options or rights.

(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 or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable 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 (i) the consideration, if any, received by this Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus (ii) (A) the minimum additional consideration, if any, to be received by this Corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights or (B) in the case of options to purchase or rights to subscribe for such convertible or exchangeable securities, the minimum additional consideration, if any, to be received by this Corporation upon the exercise of such options or rights and the conversion or exchange of such securities (the consideration in each case to be determined in the manner provided in subsections 4(d)(iii)(A) and 4(d)(iii)(B)). To the extent such effective issuance causes a reduction in the Conversion Price for any series of Preferred Stock, as provided in this Section 4(d), except as otherwise provided in subsections 4(d)(v) and (vi), no further adjustment of such Conversion Price shall be made upon, as the case may be, (a) the actual issue of such Common Stock upon conversion of such convertible or exchangeable securities, or (b) the purchase of such convertible or exchangeable securities upon exercise of such options or rights to purchase such securities or upon the actual issue of such Common Stock upon conversion or exchange of such purchased convertible or exchangeable securities.

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof (unless such options or rights or convertible or exchangeable securities were merely deemed to be included in the numerator and denominator for purposes of determining the number of shares of Common Stock outstanding for purposes of subsection 4(d)(i)), the Conversion Price for each 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.

(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 or exchangeable securities, the Conversion Price for each 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 (unless such options or rights were merely deemed to be included in the numerator and denominator for purposes of determining the number of shares of Common Stock outstanding for purposes of subsection 4(d)(i)), shall be recomputed to reflect (i) 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; and (ii) the actual consideration per share issued received by this Corporation (including the consideration received for such options or rights, whether or not exercised, plus the consideration received on exercise thereof).

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

(iv) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to subsection 4(d)(iii)) by this Corporation after the date hereof other than shares of Common Stock:

(A) issued pursuant to a transaction described in subsection 4(d)(v) hereof;

(B) issuable or issued to employees, consultants, directors or vendors (if in transactions with primarily non-financing purposes) of this Corporation pursuant to options and/or restricted stock awards for up to 5,288,357 shares (as adjusted for any stock splits, stock dividends, recapitalizations or the like with respect to such shares occurring after the date hereof) granted or to be granted under the Corporation's 1999 Stock Plan;

(C) issued upon conversion of the Preferred Stock authorized herein;

(D) issuable or issued upon exercise of warrants outstanding as of the date hereof;

(E) issuable or issued pursuant to commercial transactions approved by the Board of Directors including, but not limited to, equipment leases or bank lines of credit, provided that the specific issuance is approved by the Board of Directors, including all Directors designated by the holders of Preferred Stock;

(F) issued as a dividend or distribution on the Preferred Stock authorized herein or pursuant to any event for which adjustment is made pursuant to this Section 4;

(G) which are sold in an Initial Public Offering;

(H) which the holders of at least a majority of the outstanding Preferred Stock, voting as a single class, shall agree in writing shall not constitute Additional Stock; or

(I) issued or deemed issued on or after the date hereof pursuant to that certain Series C-1 Preferred Stock Purchase Agreement dated on or about December 20, 2005.

(v) In the event this Corporation should at any time or from time to time after the date hereof 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 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 for 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.

(vi) If the number of shares of Common Stock outstanding at any time after the date hereof is decreased by a combination of the outstanding shares of Common 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.

(e) Other Distributions. In the event this Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 4(d)(iii), 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 of this Corporation into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of this Corporation entitled to receive such distribution.

(f) Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or Section 2) provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive upon conversion of the Preferred Stock the number of shares of stock or other securities or property of

the Corporation 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 Section 4 with respect to the rights of the holders of the Preferred Stock after the recapitalization to the end that the provisions of this Section 4 (including adjustment of the Conversion Price for each series of Preferred Stock then in effect and the number of shares issuable upon conversion of the Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(g) Special Mandatory Conversion.

(i) When any holder of shares of Preferred Stock is entitled to exercise its right of first refusal (the "Right of First Refusal") as set forth in Section 3 of that certain Fourth Amended and Restated Stockholders Agreement, dated on or about December 20, 2005, by and among the Corporation and certain of its stockholders (the "Stockholders Agreement") with respect to securities offered at a price that would cause an adjustment of the Series A-1 Conversion Price, Series B-1 Conversion Price and Series C-1 Conversion Price pursuant to subsection 4(d)(i) above and (x) the Corporation has complied in all material respects with its obligations pursuant to Section 3 of the Stockholders Agreement in respect thereof and (y) the provisions of the Right of First Refusal have not been waived or eliminated in accordance with the terms of the Stockholders Agreement (a "Qualified Financing"), if such holder (either alone or with or through its partners, members, stockholders or affiliates) does not, by exercise of such holder's Right of First Refusal, acquire at least such holder's Pro Rata Share (as defined below) of New Securities (as defined in Section 3 of the Stockholders Agreement), then each share of Preferred Stock held by such holder shall automatically and without further action on the part of such holder be converted, effective subject to and concurrently with the consummation of the sale of such New Securities, into shares of Common Stock at a Conversion Price equal to the applicable Conversion Price in effect for such share immediately prior and without giving effect to the consummation of such sale.

(ii) The holder of any shares of Preferred Stock converted pursuant to this Section 4(g) shall surrender the certificate or certificates of such shares, duly endorsed for transfer or with duly executed stock transfer powers sufficient to permit transfers attached, at the office of the Corporation or any transfer agent for the Preferred Stock (or such holder shall notify the Corporation or any transfer agent that such certificates have been lost, stolen or destroyed and shall execute an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection therewith). The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to such holder's nominee or nominees, a certificate or certificates for the number of full 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 consummation of the sale of such New Securities unless the transfer books of the Corporation are closed on that date, in which event such holder shall be deemed to have become a holder of record of Common Stock on the next succeeding date on which the transfer books are open.

(iii) For purposes hereof, the "Pro Rata Share" applicable to each holder of shares of Preferred Stock shall be determined pursuant to Section 3 of the Stockholders Agreement; provided, however, that once a holder of shares of Preferred Stock acquires New

Securities in Qualified Financings occurring after December 31, 2005 that represent, as to such holder, an aggregate investment in New Securities equal to or greater than the amount set forth opposite such holder's name under the heading "Maximum Participation" on the Schedule of Investors attached to the Purchase Agreement, then such holder's Pro Rata Share for any subsequent Qualified Financings shall be equal to zero (0), and the special mandatory conversion provisions of this subsection (g) shall automatically terminate as to such holder and shall, thereafter, no longer apply.

(iv) For purposes of determining the number of shares of Preferred Stock owned by a holder, and for determining the number of New Securities a holder of Preferred Stock has purchased in a Qualified Financing, all shares of Preferred Stock held by affiliates of such holder shall be aggregated with such holder's shares and all New Securities purchased by affiliates of such holder shall be aggregated with the New Securities purchased by such holder (provided that no shares or securities shall be attributed to more than one entity or person within any such group of affiliated entities or persons).

(h) No Impairment. This Corporation 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 this corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 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.

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

(i) No fractional shares shall be issued upon the conversion of any share or shares of Preferred Stock and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share. 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 for any series of Preferred Stock pursuant to this Section 4, this Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder the applicable series 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. This Corporation 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 Conversion Price for such series of Preferred Stock at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of a share of such series of Preferred Stock.

(j) Notices of Record Date. In the event of any taking by this Corporation 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, or to receive any other right, this Corporation shall mail to each holder of Preferred Stock, at least twenty (20) 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 or right, and the amount and character of such dividend, distribution or right.

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

(l) Notices. Any notice required by the provisions of this Section 4 to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of this Corporation.

## 5. Voting Rights.

(a) Except as otherwise required by law or set forth in this Certificate of Incorporation, the holders of Preferred Stock shall be entitled to notice of any meeting of stockholders and shall vote with the holders of Common Stock as a single class upon any matter submitted to the stockholders for a vote including, but not limited to, actions amending the Certificate of Incorporation of the Corporation to increase or decrease (but not below the number of outstanding shares) the number of authorized shares of Common Stock, and no separate class vote by holders of Common Stock will be required. With respect to all other questions as to which, under law, stockholders are required to vote by classes or series, the Series A-1 Preferred Stock, Series B-1 Preferred Stock and Series C-1 Preferred Stock each shall vote separately as a single class and series apart from each other series and from the Common Stock. Each holder of shares of Preferred Stock shall be entitled to that number of votes equal to the whole number of shares of Common Stock issued or issuable upon the conversion of such holder's shares of Preferred Stock immediately after the close of business on the record date fixed for a stockholder meeting or the effective date of any written consent.

(b) The authorized number of directors shall be eight. The Board of Directors shall be comprised as follows: for so long as any shares of Preferred Stock are outstanding, the

holders of Preferred Stock, exclusively and voting together as a single class, shall be entitled to elect three directors of the Corporation. For so long as any shares of Common Stock remain outstanding, the holders of shares of Common Stock, exclusively and voting as a separate class, shall be entitled to elect one director of the Corporation. The holders of Preferred Stock and Common Stock, voting together as a single class, shall be entitled to elect the balance of the total number of directors of the Corporation. In the case of any vacancy in the office of a director elected exclusively by the holders of Preferred Stock or Common Stock, a successor shall be elected to hold office for the unexpired term of such director by the affirmative vote of the holders of a majority of the shares of Preferred Stock, voting together as a single class, or by holders of a majority of the Common Stock, voting as a separate class, as the case may be, given at a special meeting of such holders duly called or by an action by written consent for that purpose or, in the absence of action by such holders, by action of any remaining directors elected as provided above by the holders of the Preferred Stock or Common Stock, as the case may be, if any. Any director who shall have been elected exclusively by the holders of Preferred Stock or Common Stock may be removed from the Board of Directors during such director's term of office, either for or without cause by, and only by, the affirmative vote of the holders of a majority of the shares of such Preferred Stock, voting together as a single class, or by the holders of a majority of the Common Stock, voting as a separate class, as the case may be, given at a special meeting of the stockholders duly called or by an action by written consent for that purpose. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, the provisions of this subsection 5(b) may only be modified, amended, waived or terminated with the written consent or affirmative vote of holders of a majority of (i) the outstanding shares of Common Stock and (ii) the outstanding shares of Preferred Stock, voting together as a single class; provided, that if Peter Semmelhack ceases to be an employee of the Corporation for any reason other than being fired without "cause" or resigns for "good reason" (in each case as defined in the Stock Restriction Agreement between the Corporation and Mr. Semmelhack dated as of March 9, 2001), the provisions of this subsection 5(b) may then be modified, amended, waived or terminated by written consent or affirmative vote of the holders of a majority of the outstanding shares of Common Stock and Preferred Stock, voting together as a single class.

6. Protective Provisions.

(a) For so long as at least 1,515,703 shares of Series C-1 Preferred Stock or 1,991,225 shares of Series B-1 Preferred Stock remain outstanding (appropriately adjusted to reflect any stock split, stock dividend or the like with respect to such shares after the date hereof), the consent of the holders of at least a majority of the then outstanding shares of Series B-1 Preferred Stock and Series C-1 Preferred Stock, voting together as a single class on an as-converted to Common Stock basis and not as separate series, shall be required in connection with the taking of any of the following actions by the Corporation (either directly or by amendment, merger, reorganization, consolidation or otherwise): (i) the payment or declaration of any dividend on any shares of Common Stock (except dividends payable solely in shares of Common Stock); (ii) the liquidation, dissolution or winding-up of the Corporation; (iii) any recapitalization of the Corporation, (iv) any decrease or increase in the number of Directors of the Corporation; (v) the repurchase or redemption of any shares of the Corporation's capital stock (other than pursuant to rights of first refusal or first offer vested in the Corporation or repurchases of employee shares at cost pursuant to restricted stock agreements approved by the Board); (vi) any amendment of the Corporation's Certificate of Incorporation; (vii) the creation



or authorization of any additional class or series of shares of stock unless the same ranks junior to the Preferred Stock as to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, or any increase in the authorized amount of any series of Preferred Stock, or any increase in the authorized amount of any additional class or series of shares of stock unless the same ranks junior to the Preferred Stock as to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, or the creation or authorization of any obligation or security convertible into shares of any series of Preferred Stock or into shares of any other class or series of stock unless the same ranks junior to the Preferred Stock as to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, whether any such creation, authorization or increase shall be by means of amendment to the Certificate of Incorporation or by merger, consolidation or otherwise; (viii) any alteration or change of the preferences, rights or privileges of the Preferred Stock; (ix) incurring any indebtedness or issuing any guarantee in excess of \$3,500,000; or (x) (A) a merger or consolidation which results in the holders of voting securities of the Corporation outstanding immediately prior thereto holding immediately thereafter less than a majority of the combined voting power of the voting securities of the Corporation or such surviving or acquiring entity outstanding immediately after such merger or consolidation, or (B) the sale or transfer of all or substantially all of the assets of the Corporation.

(b) The Corporation shall not, either directly or by amendment, merger, reorganization, consolidation or otherwise, without the prior written consent of the holders of at least 66-2/3% of the then outstanding shares of Series C-1 Preferred Stock, adopt any amendment to this Certificate of Incorporation or the Bylaws of the Corporation that would adversely alter or affect the rights, terms or preferences of the Series C-1 Preferred Stock in a manner different than the Series A-1 Preferred Stock and Series B-1 Preferred Stock (provided that the authorization or issuance of a class of stock ranking senior to or pari passu with the Series C-1 Preferred Stock will not by itself be deemed to adversely alter or affect the Series C-1 Preferred Stock).

7. Status of Redeemed or Converted Stock. In the event any shares of Preferred Stock shall be redeemed pursuant to Section 3 hereof or any shares of Preferred Stock shall be converted to Common Stock pursuant to Section 4 hereof, as applicable, the shares so redeemed or converted shall be cancelled and shall not be issuable by this Corporation. This Certificate of Incorporation of this Corporation shall be appropriately amended to effect the corresponding reduction in this Corporation's authorized capital stock.

8. No Reissuance of Preferred. No shares of Preferred Stock acquired by this Corporation by reason of purchase, conversion or otherwise shall be reissued.

## B. COMMON STOCK.

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

2. Voting Rights. The holder of each share of Common Stock shall have the right to one vote for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of this corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law. There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by the affirmative vote of the holders of a majority of the Common Stock and Preferred Stock, voting as a single class, and no separate class vote by holders of Common Stock will be required.

FIFTH: Except as otherwise provided in this Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of this Corporation.

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

SEVENTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of this Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of this Corporation.

EIGHTH: A director of this Corporation shall, to the fullest extent permitted by the General Corporation Law as it now exists or as it may hereafter be amended, not be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to this Corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law is amended, after approval by the stockholders of this Article, to authorize corporation action further eliminating or limiting the personal liability of directors, then the liability of a director of this Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended. Any amendment, repeal or modification of this Article Eighth, or the adoption of any provision of this Certificate of Incorporation inconsistent with this Article Eighth, by the stockholders of this Corporation shall not apply to or adversely affect any right or protection of a director of this Corporation existing at the time of such amendment, repeal, modification or adoption.

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

TENTH: The Corporation shall, to the fullest extent authorized under the laws of the State of Delaware, as those laws may be amended and supplemented from time to time, indemnify any current or former director, officer, employee and/or agent made, or threatened to

be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of serving or having served as a director, officer and/or employee of the Corporation or a predecessor corporation or, at the Corporation's request, a director or officer of another corporation, provided, however, that the Corporation shall indemnify any such agent in connection with a proceeding initiated by such agent only if such proceeding was authorized by the Board of Directors of the Corporation. The indemnification provided for in this Article Tenth shall: (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement or vote of stockholders or disinterested directors or otherwise, both as to action in their official capacities and as to action in another capacity while holding such office, (ii) continue as to a person who has ceased to be a director, officer, employee and/or agent, as the case may be, and (iii) inure to the benefit of the heirs, executors and administrators of such a person. The Corporation's obligation to provide indemnification under this Article Tenth shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the Corporation or any other person.

Expenses incurred by a director of the Corporation in defending a civil or criminal action, suit or proceeding by reason of the fact that he is or was a director of the Corporation (or was serving at the Corporation's request as a director or officer of another corporation) shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized by relevant sections of the General Corporation Law of the State of Delaware. Notwithstanding the foregoing, the Corporation shall not be required to advance such expenses to an agent who is a party to an action, suit or proceeding brought by the Corporation and approved by a majority of the Board of Directors of the Corporation which alleges willful misappropriation of corporate assets by such agent, disclosure of confidential information in violation of such agent's fiduciary or contractual obligations to the Corporation or any other willful and deliberate breach in bad faith of such agent's duty to the Corporation or its stockholders.

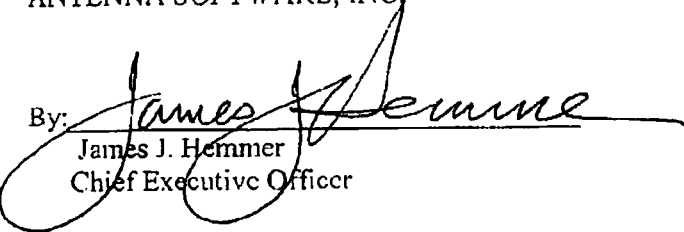
The foregoing provisions of this Article Tenth shall be deemed to be a contract between the Corporation and each director, officer, employee and/or agent who serves in such capacity, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

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IN WITNESS WHEREOF, the Corporation has caused this Fifth Amended and Restated Certificate of Incorporation to be signed by its Chief Executive Officer and President as of the 20<sup>th</sup> day of December, 2005.

ANTENNA SOFTWARE, INC.

By:

  
James J. Hemmer  
Chief Executive Officer