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THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

AmberWave Systems Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of AmberWave Systems Corporation (the "Corporation"), by the unanimous written consent of its members, filed with the minutes of the Board, duly adopted resolutions in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, (i) proposing to amend and restate the Second Amended and Restated Certificate of Incorporation of the Corporation, as amended, (ii) declaring such amendment and restatement to be advisable and in the best interests of the Corporation and (iii) directing that such amendment and restatement be submitted to the stockholders of the Corporation for approval thereby. The resolutions setting forth the amendment and restatement and directing that such amendment and restatement be submitted to the stockholders are as follows:

RESOLVED: That in accordance with the recommendation of the Special Financing Committee, it is advisable and in the best interests of the Corporation that the Corporation adopt the Third Amended and Restated Certificate of Incorporation in the form attached as Exhibit A hereto (the "Restated Charter").

RESOLVED: That the Restated Charter is hereby approved and recommended to the stockholders of the Corporation for their consideration, adoption and approval in accordance with Section 228, 242 and 245 of the General Corporation Law of the State of Delaware.

SECOND: That the stockholders of the Corporation, by written consent, duly adopted such resolution effective as of June 23, 2006, in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid Restated Charter was duly adopted in accordance with the applicable provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

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IN WITNESS WHEREOF, said AmberWave Systems Corporation has caused this certificate to be executed by Richard Faubert, its President, on this 23 day of June, 2006.

AMBERWAVE SYSTEMS CORPORATION

By: Richard J. Faubert
Richard Faubert
President

**THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
AMBERWAVE SYSTEMS CORPORATION**

AmberWave Systems Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware (the "General Corporation Law"), hereby certifies as follows:

1. The name of this Corporation is AmberWave Systems Corporation, and the original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on December 8, 1999. A Certificate of Amendment of the Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on February 29, 2000. An Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on May 5, 2000. A Certificate of Amendment of the Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on October 13, 2000. A Certificate of Amendment of the Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on August 3, 2001. A Certificate of Amendment of the Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on December 18, 2001. A Certificate of Amendment of the Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on May 24, 2002. A Second Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on May 28, 2004.

2. Pursuant to Sections 242 and 245 of the General Corporation Law, this Third Amended and Restated Certificate of Incorporation restates and integrates and further amends the provisions of the Second Amended and Restated Certificate of Incorporation of this Corporation, as amended.

3. The text of the Second Amended and Restated Certificate of Incorporation of this Corporation, as amended, is hereby amended and restated as follows:

ARTICLE I

The name of the Corporation is AmberWave Systems Corporation.

ARTICLE II

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

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

ARTICLE IV

The Corporation is authorized to issue two classes of stock to be designated respectively "preferred" and "common". The total number of shares of stock which the corporation is authorized to issue is one hundred seven million six hundred seventy-five thousand (107,675,000) shares. The number of shares of preferred stock (the "Preferred Stock") authorized is fifty five million six hundred seventy-five thousand (55,675,000) shares, and all such Preferred Stock is \$0.01 par value. The Preferred Stock shall consist of six series. The first, designated Series A Preferred Stock (the "Series A Preferred Stock"), shall comprise six hundred twenty-five thousand (625,000) shares. The second, designated Series B Preferred Stock (the "Series B Preferred Stock"), shall comprise five million five hundred fifty thousand (5,550,000) shares. The third, designated Series C Preferred Stock (the "Series C Preferred Stock"), shall comprise nineteen million (19,000,000) shares. The fourth, designated Series D Preferred Stock (the "Series D Preferred Stock") shall comprise eighteen million (18,000,000) shares. The fifth, designated Series E Preferred Stock (the "Series E Preferred Stock") shall comprise twelve million five hundred thousand (12,500,000) shares. Subject to any vote expressly required by the Certificate of Incorporation and solely to the extent necessary to effect the provisions of Article IV.4A of this Third Amended and Restated Certificate of Incorporation, authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions providing for the issue of the shares thereof, to determine and fix such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including, without limitation thereof, dividend rights, special voting rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the full extent now or hereafter permitted by the General Corporation Law. Without limiting the generality of the foregoing, and subject to the rights of any series of preferred stock then outstanding, the resolutions providing for the issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to the Preferred Stock of any other series to the extent permitted by law. The number of shares of common stock (the "Common Stock") authorized is fifty-two million (52,000,000) shares, and all such Common Stock is \$0.001 par value.

1. Dividends and Rights of the Preferred. The holders of Series E Preferred Stock shall be entitled to receive non-cumulative cash dividends in an amount of 8% per share of the Original Issue Price, out of assets of the Corporation legally available therefor. Dividends on the Series E Preferred Stock shall be in preference and priority to any payment of any dividend on the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and the Common Stock of the Corporation. For the purposes of determining the Series E Liquidation Amount (as defined in Section 2(a)), such dividends shall accrue and be deemed to accrue on an annual basis from day to day whether or not declared. Dividends on the Series E

Preferred Stock shall only be paid to the holders of Series E Preferred Stock if and when declared by the Board of Directors or upon the occurrence of a liquidation as described below. The holders of Series D Preferred Stock shall be entitled to receive non-cumulative cash dividends in an amount of 8% per share of the Original Issue Price, out of assets of the Corporation legally available therefor. Dividends on the Series D Preferred Stock shall be junior to any payment of any dividend on Series E Preferred Stock, but shall be in preference and priority to any payment of any dividend on the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and the Common Stock of the Corporation. For the purposes of determining the Series D Liquidation Amount (as defined in Section 2(b)), such dividends shall accrue and be deemed to accrue on an annual basis from day to day whether or not declared. Dividends on the Series D Preferred Stock shall only be paid to the holders of Series D Preferred Stock if and when declared by the Board of Directors or upon the occurrence of a liquidation as described below. Dividends on the Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock shall only be paid to the holders of such series of Preferred Stock if and when declared by the Board of Directors, out of assets of the Corporation legally available therefor. Dividends on the Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock shall be junior to any payment of any dividend on Series E Preferred Stock and Series D Preferred Stock, but shall be in preference and priority to any payment of any dividend on the Common Stock of the Corporation. Such dividends may be delayed or waived at any time, in whole or in part, with the consent of the holders of 60% of the Series D Preferred Stock and Series E Preferred Stock voting together as a separate class on an as-converted basis.

2. Liquidation.

(a) Series E Preferred Stock. In the event of any liquidation, dissolution or winding up of the Corporation, ~~either voluntary or involuntary~~, the holders of Series E Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of the Series D Preferred Stock, Series C Preferred Stock, Series A Preferred Stock, Series B Preferred Stock, or Common Stock by reason of their ownership thereof, an amount equal to the greater of (1) the amount that would have been distributed to the holders of the Series E Preferred Stock had such Series E Preferred Stock been converted to Common Stock as provided in Section 3(a) immediately prior to the occurrence of the events described above and (2) \$2.35566 per share for each outstanding share of the Series E Preferred Stock (appropriately adjusted for stock splits, stock dividends, recapitalizations and similar events) plus an amount equal to all accrued but unpaid dividends on the Series E Preferred Stock held by them (the "Series E Liquidation Amount"). For the avoidance of doubt, in the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, nothing in clause (1) above shall be interpreted to require the payment to holders of Series E Preferred Stock of an amount in excess of the amount that such holders would have received had all shares of Series E Preferred Stock been converted to Common Stock as provided in Section 3(a) and no proceeds were distributed in accordance with the terms of this Section 2(a). If upon the occurrence of a liquidation, dissolution, or winding up of the Corporation, the assets and funds of the Corporation legally available for distribution to stockholders by reason of their ownership of the stock of the Corporation shall be insufficient to permit the payment to such holders of Series E Preferred Stock of their full Series E Liquidation Amount, then the entire assets and funds of this Corporation legally available for distribution shall be distributed ratably

among the holders of the Series E Preferred Stock in proportion to the liquidation amount each holder is otherwise entitled to receive as described in this Section 2(a).

(b) Series D Preferred Stock. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, after such payments have been made in full to the holders of the Series E Preferred Stock or funds necessary for such payments have been set aside by the Corporation in trust for the account of holders of Series E Preferred Stock so as to be available for such payments pursuant to this Section 2, the holders of Series D Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of the Series C Preferred Stock, Series A Preferred Stock, Series B Preferred Stock, or Common Stock by reason of their ownership thereof, an amount per share equal to \$1.251 for each outstanding share of the Series D Preferred Stock (appropriately adjusted for stock splits, stock dividends, recapitalizations and similar events) plus an amount equal to all accrued but unpaid dividends on the Series D Preferred Stock held by them (the "Series D Liquidation Amount"). If upon the occurrence of a liquidation, dissolution, or winding up of the Corporation, the assets and funds of the Corporation legally available for distribution to stockholders by reason of their ownership of the stock of the Corporation shall be insufficient to permit the payment to such holders of Series D Preferred Stock of their full Series D Liquidation Amount, then the entire assets and funds of this Corporation legally available for distribution after distribution of the Series E Liquidation Amount shall be distributed ratably among the holders of the Series D Preferred Stock in proportion to the liquidation amount each holder is otherwise entitled to receive as described in this Section (b).

(c) Series C Preferred Stock. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, after such payments have been made in full to the holders of the Series E Preferred Stock and the Series D Preferred Stock or funds necessary for such payments have been set aside by the Corporation in trust for the account of holders of the Series E Preferred Stock and the Series D Preferred Stock so as to be available for such payments pursuant to this Section 2, the holders of Series C Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of the Series A Preferred Stock, Series B Preferred Stock, or Common Stock by reason of their ownership thereof, an amount per share equal to \$1.048 for each outstanding share of the Series C Preferred Stock (appropriately adjusted for stock splits, stock dividends, recapitalizations and similar events) (the "Series C Liquidation Amount"). If upon the occurrence of a liquidation, dissolution, or winding up of the Corporation, the assets and funds of the Corporation legally available for distribution to stockholders by reason of their ownership of the stock of the Corporation shall be insufficient to permit the payment to such holders of Series C Preferred Stock of their full Series C Liquidation Amount, then the entire assets and funds of this Corporation legally available for distribution after distribution of the Series E Liquidation Amount and the Series D Liquidation Amount shall be distributed ratably among the holders of the Series C Preferred Stock in proportion to the liquidation amount each holder is otherwise entitled to receive as described in this Section 2(c).

(d) Series A and Series B Preferred Stock. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, after such payments have been made in full to the holders of the Series E Preferred Stock, the Series D Preferred Stock and the

Series C Preferred Stock or funds necessary for such payments have been set aside by the Corporation in trust for the account of holders of the Series E Preferred Stock, the Series D Preferred Stock and the Series C Preferred Stock so as to be available for such payments pursuant to this Section 2, the holders of Series A Preferred Stock and Series B Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to \$0.80 for each outstanding share of the Series A Preferred Stock and \$2.95566 for each outstanding share of Series B Preferred Stock (appropriately adjusted for stock splits, stock dividends, recapitalizations and similar events) held by them (the "Series A and Series B Liquidation Amount"). If upon the occurrence of a liquidation, dissolution, or winding up of the Corporation, the assets and funds of the Corporation legally available for distribution to stockholders by reason of their ownership of the stock of the Corporation shall be insufficient to permit the payment to such holders of Series A Preferred Stock and Series B Preferred Stock of their full Series A and Series B Liquidation Amount, then the entire assets and funds of this Corporation legally available for distribution after distribution of the Series E Liquidation Amount, the Series D Liquidation Amount and the Series C Liquidation Amount shall be distributed ratably among the holders of the Series A Preferred Stock and Series B Preferred Stock in proportion to the Series A and Series B Liquidation Amount each holder is otherwise entitled to receive as described in this Section 2(d).

(e) After payment has been made to the holders of the Preferred Stock of the full amounts to which they shall be entitled as provided in Sections 2(a) through 2(d), the remaining assets and funds of the Corporation legally available for distribution to stockholders shall be distributed among the holders of the outstanding Series D Preferred Stock and the outstanding Common Stock in proportion to the respective Catch Up Ratio (as defined below) for the Series D Preferred Stock and Common Stock, respectively, until such time as the distribution to holders of Series D Preferred Stock and Common Stock pursuant to this Section 2(e) satisfies the Catch Up Threshold (as defined below). The "Catch Up Ratio" is (i) for the Series D Preferred Stock, at the time of calculation, the percentage ownership (calculated to the nearest 0.001%) that the Series D Preferred Stock represents on an as-converted basis of the Corporation's Fully Diluted Shares (as defined below) and (ii) for the Common Stock at the time of calculation, one (1) minus the percentage ownership (calculated to the nearest 0.001%) that the Series D Preferred Stock represents on an as-converted basis of the Corporation's Fully Diluted Shares. For purposes of this Section 2(e), the "Common Stock Shares" equals the sum of (i) all issued and outstanding Common Stock, (ii) all Common Stock reserved for issuance but unissued pursuant to the Corporation's 2000 Stock Option and Incentive Plan (the "Option Plan"), and (iii) all outstanding options to purchase Common Stock on an as-exercised basis. For purposes of this Section 2(e), the "Fully Diluted Shares" equals the sum of (i) the Common Stock Shares, (ii) all outstanding warrants and other convertible securities to purchase Common Stock on an as-exercised and as-converted basis, and (iii) all outstanding shares of Preferred Stock on an as-converted basis. The "Catch Up Threshold" is satisfied when (i) the aggregate amount distributed to the holders of Common Stock pursuant to this Section 2(e) divided by (ii) the aggregate amount distributed to the holders of Preferred Stock and Common Stock pursuant to Sections 2(a) through 2(e) is equal to amount determined by dividing (i) Common Stock Shares by (ii) the Fully Diluted Shares.

(f) After payment has been made to the holders of the Preferred Stock and Common Stock of the full amounts to which they shall be entitled as provided above in Sections 2(a) through 2(e), the entire remaining assets and funds of the Corporation legally available for distribution to stockholders shall be distributed ratably among the holders of the Series D Preferred Stock, the Series C Preferred Stock, the Series B Preferred Stock, the Series A Preferred Stock and Common Stock in proportion to the number of shares of Common Stock held by them or into which such Preferred Stock may be converted.

(g) A consolidation or merger of the Corporation with or into any other corporation or corporations, or a sale, conveyance or disposition of all or substantially all of the assets of the Corporation, including without limitation intangible assets, or the effectuation by the Corporation of a transaction or series of related transactions in which more than 50% of the voting power of the Corporation is disposed of shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 2, unless the holders of at least 60% of the then outstanding shares of Preferred Stock voting on an as-converted basis and together as a single class elect otherwise by giving notice to the Corporation at least five (5) days before the effective date of such event (a "Liquidation Event"). A consolidation or merger of the Corporation with or into any other corporation or corporations or a sale, conveyance or disposition of all or substantially all of the assets of the Corporation where the Corporation is the surviving entity or in which more than 50% of the voting power of the Corporation is not disposed of, shall not be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 2.

3. 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 and from time to time, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Issue Price by the Conversion Price in effect at the time of conversion for a share of such series of Preferred Stock. The Original Issue Price per share of Series A Preferred Stock is \$1.0008. The Original Issue Price per share of Series B Preferred Stock is \$0.5004. The Original Issue Price per share of Series C Preferred Stock is \$0.1561. The Original Issue Price per share of Series D Preferred Stock is \$1.251. The Original Issue Price per share of Series E Preferred Stock is \$2.35566. The Conversion Price at which shares of Common Stock shall be deliverable upon conversion of Series A Preferred Stock without the payment of additional consideration by the holder thereof shall be \$1.251 per share, subject to adjustment from time to time as provided below. The Conversion Price at which shares of Common Stock shall be deliverable upon conversion of Series B Preferred Stock without the payment of additional consideration by the holder thereof shall be \$1.251 per share, subject to adjustment from time to time as provided below. The Conversion Price at which shares of Common Stock shall be deliverable upon conversion of Series C Preferred Stock without the payment of additional consideration by the holder thereof shall be \$1.251 per share, subject to adjustment from time to time as provided below. The Conversion Price at which shares of Common Stock shall be deliverable upon conversion of

Series D Preferred Stock without the payment of additional consideration by the holder thereof shall be \$1.251 per share, subject to adjustment from time to time provided below. The Conversion Price at which shares of Common Stock shall be deliverable upon conversion of Series E Preferred Stock without the payment of additional consideration by the holder thereof shall be \$2.35566 per share, subject to adjustment from time to time provided below.

In the event of a liquidation of the Corporation, the Conversion Rights shall terminate at the close of business on the first full day preceding the date fixed for the payment of any amounts distributable on liquidation to the holders of Preferred Stock.

(b) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation at its election shall either (i) pay cash equal to the product (calculated to the nearest \$0.0001) of such fraction and the then effective Conversion Price, or (ii) issue one whole share of Common Stock for each fractional share to which the holder would otherwise be entitled.

(c) Mechanics of Conversion.

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

(ii) The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the

conversion of all outstanding shares of Preferred Stock. Before taking any action which would cause an adjustment reducing the Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Conversion Price.

(iii) On the Conversion Date, all shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall immediately cease and terminate on the Conversion Date, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor.

(iv) If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing with the underwriter 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 Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of the sale of securities.

(d) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definitions. For purposes of this Section 3(d), the following definitions shall apply:

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

(B) "Original Issue Date" shall mean the date on which a share of Series E Preferred Stock was first issued.

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

(D) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section 3(d)(iii) below, deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued or issuable:

(I) upon the conversion of shares of Preferred Stock or as a dividend or distribution on Preferred Stock;

(II) pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets, stock purchase or other reorganization approved by the Board of Directors;

(III) to directors or employees of, or consultants to, the Corporation issued pursuant to the Option Plan or another plan or arrangement approved by the Board of Directors;

(IV) all shares of Common Stock issued pursuant to a bona fide, firm commitment public offering;

(V) by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock excluded from the definition of Additional Shares of Common Stock by the foregoing clauses (I), (II), (III), (IV) or this clause (V);

(VI) pursuant to the anti-dilution provisions of the Equity Rights Agreement between the Corporation and the Massachusetts Institute of Technology;

(VII) to the Massachusetts Institute of Technology or any of its designees, pursuant to (a) the license agreement by and between the Corporation and the Massachusetts Institute of Technology dated as of December 15, 1999, (b) the amendment to such agreement dated as of March 15, 2002 or (c) any amendments to the license agreement or amendment thereto pursuant to (a) or (b) above or any future license agreements by and between the Corporation and the Massachusetts Institute of Technology that are approved by the holders of at least 65% of the outstanding shares of Preferred Stock;

(VIII) upon the exercise or conversion of any Convertible Securities outstanding on the Original Issue Date;

(IX) upon the issuance or exercise of warrants issued in connection with the Series E Preferred Stock Purchase Agreement dated June 23, 2006 (the "Series E Purchase Agreement"); or

(X) the issuance of shares of Series E Preferred Stock pursuant to the Series E Purchase Agreement.

(ii) No Adjustment of Conversion Price. No adjustment in the number of shares of Common Stock into which the Preferred Stock is convertible shall be made, by adjustment in the applicable Conversion Price thereof unless the consideration per share (determined pursuant to Section 3(d)(v)) for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the applicable Conversion Price in effect on the date of, and immediately prior to, the issue of such Additional Shares.

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

If the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities for Additional Shares of Common Stock or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities for Additional Shares of Common Stock, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that Additional Shares of Common Stock shall not be deemed to have been issued unless the consideration per share (determined pursuant to Section 3(d)(v) hereof) of such Additional Shares of Common Stock would be less than the applicable Conversion Price in effect on the date of and immediately prior to such issue, or such record date, as the case may be, and provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(A) No further adjustment in the Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(B) If such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase in the consideration payable to the Corporation, or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustment based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;

(C) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if;

(I) in the case of Convertible Securities or Options for Common Stock, only the Additional Shares of Common Stock issued were shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of all such Options, whether or not

exercised, plus the consideration actually received by the Corporation upon such exercise, or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(II) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Corporation upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(D) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustments previously made in the Conversion Price which became effective on such record date shall be cancelled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this Section 3(d)(iii) as of the actual date of their issuance.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. Subject to the provisions of Section 3(d)(ii) above, in the event the Corporation shall at any time after the Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 3(d)(iii), but excluding shares issued as a dividend or distribution as provided in Section 3(f) or upon a stock split or combination as provided in Section 3(e)), ~~without consideration or for a consideration per share less than a Conversion Price in effect on the date of and immediately prior to such issue, then and in such event, such Conversion Price shall be reduced, concurrently with such issue to a price (calculated to the nearest \$0.0001) determined by multiplying such Conversion Price by a fraction, (x) the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at such Conversion Price, and (y) the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued; provided that for the purposes of this Section 3(d)(iv), all shares of Common Stock issuable upon exercise, conversion or exchange of outstanding Options or Convertible Securities, as the case may be, shall be deemed to be outstanding, and immediately after any Additional Shares of Common Stock shall be deemed issued pursuant to Section 3(d)(iii) above, such Additional Shares of Common Stock shall be deemed to be outstanding. The provision of this Section 3(d)(iv) shall be applied~~

separately to the shares of the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock and the Series E Preferred Stock.

Notwithstanding the foregoing, the applicable Conversion Price shall not be so reduced at such time if the amount of such reduction would be an amount less than \$.0001, but any such amount shall be carried forward and reduction with respect thereto shall be made at the time of and together with any subsequent reduction which, together with such amount and any other amount or amounts so carried forward, shall aggregate \$.0001 or more.

(v) Determination of Consideration. For purposes of this Section 3(d), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(A) Cash and Property. Such consideration shall:

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

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

(III) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (I) and (II) above, as determined in good faith by the Board of Directors.

(B) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 3(d)(iii), relating to Options and Convertible Securities, shall be determined by dividing:

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

exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

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

(e) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Price then in effect immediately before that subdivision shall be proportionately decreased. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock, the Conversion Price then in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 3(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

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

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

provided, however, if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price shall be adjusted pursuant to this Section 3(f) as of the time of actual payment of such dividends or distributions.

(g) Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record

date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation other than shares of Common Stock (other than as otherwise adjusted in this Section 3), then and in each such event provision shall be made so that the holders of Preferred Stock shall receive upon conversion thereof in addition to the number of shares of Common Stock receivable thereupon, the amount of securities of the Corporation that they would have received had their Preferred Stock been converted into Common Stock on the date of such event and had thereafter, during the period from the date of such event to and including the Conversion Date, retained such securities receivable by them as aforesaid during such period giving application to all adjustments called for during such period (subject to all other adjustments called for during such period under this Section 3), under this paragraph with respect to the rights of the holders of Preferred Stock.

(h) Adjustment for Reclassification, Exchange, or Substitution. If the Common Stock issuable upon the conversion of the Preferred Stock shall be changed into the same or a different number of shares of any class or classes of stock, whether by capital reorganization, reclassification, or otherwise (other than a subdivision or combination of shares provided for above), the Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted such that the Preferred Stock shall be convertible into, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equivalent to the number of shares of Common Stock that would have been subject to receipt by the holders upon conversion of the Preferred Stock immediately before that change.

(i) Adjustment for Merger or Reorganization or Sale of Assets. Subject to Section 2, in case of any consolidation or merger of the Corporation with or into another corporation or the sale of all or substantially all of the assets of the Corporation to another corporation, each share of Preferred Stock shall thereafter be convertible into the kind and amount of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such Preferred Stock would have been entitled upon such consolidation, merger or sale; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions set forth in this Section 3 with respect to the rights and interest thereafter of the holders of Preferred Stock, to the end that the provisions set forth in this Section 3 (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Preferred Stock.

(j) Certificate as to Adjustments. Upon the occurrence of each adjustment of the Conversion Price pursuant to this Section 3, the Corporation at its expense shall promptly compute such adjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment and showing in detail the facts upon which such adjustment is based. The 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 similar certificate setting forth (i) such adjustments, (ii) the Conversion Price then in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which then would be received upon the conversion of Preferred Stock.

(k) Notices of Record Date. In the event of any taking by the 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, the Corporation shall mail to each holder of Preferred Stock at least ten (10) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken of the purpose of such dividend or distribution.

(l) Notices. Any notice required by the provisions of this Section 3 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 its address appearing on the books of the Corporation.

4. Mandatory Conversion.

(a) Mandatory Conversion. All holders of shares of Preferred Stock then outstanding shall convert their shares of Preferred Stock into shares of Common Stock, at the then effective conversion rate pursuant to Section 3, upon (i) the agreement of the holders of at least 60% of the outstanding shares of Preferred Stock, voting together and on an as-converted basis, that all of the Preferred Stock shall be converted into shares of Common Stock, or (ii) upon the closing of the sale of shares of Common Stock in a firm commitment underwritten public offering of the Common Stock of the Corporation pursuant to an effective registration statement under the Securities Act of 1933, as amended, where the gross proceeds to the Corporation are in excess of \$50,000,000 and the price per share is at least \$7.06698 subject to adjustment to reflect stock splits, stock dividends, reverse stock splits, recapitalizations, combinations or other similar events (a "Public Offering").

(b) Procedure. In the event of a mandatory conversion pursuant to Section 4, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent, and provided further that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such automatic conversion unless the certificates evidencing such shares of Preferred Stock are either delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Such conversion shall be deemed to have been made on the date of closing of the offering or the effective date of the applicable vote or written consent, 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 on such date. On the date fixed for conversion, all rights with respect to the Preferred Stock so converted, including the rights, if any, to receive notices and vote, will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor, to receive certificates for the number of shares of Common Stock into which such Preferred Stock has been converted (and cash, if any, with respect to any fraction of a share as provided in Section 3(b)). If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or

instruments of transfer, in form satisfactory to the Corporation, duly authorized in writing. As soon as practicable after the date of such mandatory conversion and the surrender of the certificate or certificates for Preferred Stock, the Corporation shall cause to be issued and delivered to such holder a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and cash, if any, as provided in Section 3(b) in respect of any fraction of a share of Common Stock otherwise issuable upon such conversion.

(c) Retirement and Cancellation of Shares. All certificates evidencing shares of Preferred Stock which are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the date such certificates are so required to be surrendered, be deemed to have been retired and cancelled and the shares of Preferred Stock represented thereby converted into Common Stock for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date.

4.A Special Mandatory Conversion.

In the event that any holder of shares of Preferred Stock does not participate in a ~~Qualified Financing (as defined below)~~ by purchasing in the aggregate, in such Qualified Financing and within the time period specified by the Corporation (provided that the Corporation has given such holder at least ten (10) business days written notice of the Qualified Financing), such holder's Pro Rata Amount (as defined below), then each share of Preferred Stock held by such holder shall automatically, and without any further action on the part of such holder, be converted on a share-for-share basis into shares of a newly created series of Preferred Stock (having such number of shares as the Board of Directors may by resolution fix), which newly created series shall be identical in all respects to the relevant series of Preferred Stock being converted pursuant to this Section 4A, except that the Conversion Price of such series in effect immediately prior to the consummation of the Qualified Financing shall be fixed and shall not be subject to any further adjustment under Section 3(d)(iv) above and except that the terms of the new series may vary from the terms of the relevant series of Preferred Stock being converted pursuant to this Section 4A to the extent deemed necessary by the Board of Directors to accomplish the intent of this Section (such new series of Preferred Stock, the "New Preferred Stock"). The Board of Directors shall take all necessary actions to designate any such series of New Preferred Stock. For purposes of determining the number of Offered Securities a holder of Preferred Stock has purchased in a Qualified Financing, all Offered Securities purchased by Affiliates of such holder shall be aggregated with the Offered 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). Upon such conversion (a "Special Mandatory Conversion"), any shares of Preferred Stock so converted shall be cancelled and not subject to reissuance.

Upon a Special Mandatory Conversion, each holder of shares of Preferred Stock converted pursuant to Section 4A shall surrender his, her or its certificate or certificates for all such shares to the Corporation at the place designated in such notice, and shall thereafter receive certificates for the number of shares of New Preferred Stock to which such holder is entitled pursuant to this Section 4A. All rights with respect to the Preferred Stock converted pursuant to

Section 4A, including the rights, if any, to receive notices and vote (other than as a holder of New Preferred Stock), will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor, to receive certificates for the number of shares of New Preferred Stock into which such Preferred Stock has been converted, and payment of any declared but unpaid dividends thereon. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. As soon as practicable after the Special Mandatory Conversion and the surrender of the certificate or certificates for Preferred Stock so converted, the Corporation shall cause to be issued and delivered to such holder, or on his, her or its written order, a certificate or certificates for the number of shares of New Preferred Stock issuable on such conversion in accordance with the provisions hereof.

All certificates evidencing shares of Preferred Stock which are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the time of the Special Mandatory Conversion, be deemed to have been retired and cancelled, and the shares of Preferred Stock converted pursuant to Section 4A represented thereby shall, from and after the time of the Special Mandatory Conversion, be deemed to have been converted into New Preferred Stock for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date. The Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

For purposes of this Section 4A, the following definitions shall apply:

"Affiliate" shall mean, with respect to any holder of shares of Preferred Stock, any person, entity or firm which, directly or indirectly, controls, is controlled by or is under common control with such holder, including, without limitation, any entity of which the holder is a partner or member, any partner, officer, director, member or employee of such holder and any venture capital fund now or hereafter existing of which the holder is a partner or member which is controlled by or under common control with one or more general partners of such holder or shares the same management company with such holder.

"Offered Securities" shall mean the equity securities of the Corporation set aside by the Board of Directors for purchase by holders of outstanding shares of Preferred Stock in connection with a Qualified Financing, and offered to such holders.

"Pro Rata Amount" shall mean, with respect to any holder of Preferred Stock, the lesser of (a) a number of Offered Securities calculated by multiplying the aggregate number of Offered Securities by a fraction, the numerator of which is equal to the number of shares of outstanding Common Stock owned by such holder, and the denominator of which is equal to the aggregate number of shares of Common Stock owned by all holders of outstanding shares of Preferred Stock (for the purpose of this definition, treating all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such Qualified Financing or upon conversion of Convertible Securities outstanding immediately prior to such Qualified Financing as outstanding), or (b) the maximum number of Offered Securities that such holder is permitted

by the Corporation to purchase in such Qualified Financing, after giving effect to any cutbacks or limitations established by the Board of Directors and applied on a pro rata basis to all holders of Preferred Stock.

“Qualified Financing” shall mean any transaction involving the issuance or sale of equity securities of the Corporation after the Original Issue Date which would result in the reduction of the Conversion Price of the Series E Preferred Stock pursuant to the terms of this Third Amended and Restated Certificate of Incorporation, unless the holders of 60% of the Preferred Stock, voting on an as-converted basis, elect otherwise by written notice given to the Corporation at least 20 days prior to the consummation of the Qualified Financing, but after the ten (10) business day notice period provided in Section 4A.

5. Status of Converted Stock. In the event any shares of Preferred Stock shall be converted pursuant to Sections 3, 4 or 4A hereof, the shares so converted shall be cancelled and shall not be reissuable by the Corporation. Cumulative dividends on the Preferred Stock shall not be payable upon conversion of the Preferred Stock into Common Stock under any voluntary conversion under Section 3 or any mandatory conversion under Sections 4 or 4A.

6. Voting Rights.

(a) Preferred Stock Voting Rights Under Delaware General Corporation Law. The Preferred Stock shall have the voting rights required by the General Corporation Law of Delaware and, in addition, shall have the voting rights set forth in subsections (b) and (c) below.

(b) Additional Voting Rights of Preferred Stock. Except as otherwise required by law or as otherwise set forth herein, each holder of outstanding shares of Preferred Stock shall be entitled to the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible (as adjusted from time to time pursuant to Section 3 hereof), at each meeting of stockholders of the Corporation (and written actions of stockholders in lieu of meetings or in accordance with the Third Amended and Restated Certificate of Incorporation) with respect to any and all matters presented to the stockholders of the Corporation for their action or consideration, such votes to be counted together with all other shares of the Corporation having general voting power and not separately as a class.

(c) Board of Directors. Elections of Directors need not be by written ballot. The stockholders of the Corporation shall have voting rights as follows with respect to the Board of Directors:

(i) The holders of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, voting together as a separate class, shall be entitled to elect two (2) directors (each, a “Series A-C Director”). The Series A-C Directors shall be elected at the annual meeting of stockholders or at any special meeting of stockholders called in accordance with the by-laws of the Corporation or by holders of a majority (on an as-converted basis) of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, voting together as a separate class, or by the written

consent of such holders in accordance with the General Corporation Law of Delaware and the by-laws of the Corporation. If a person elected by the holders of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred should cease to be a director for any reason, the vacancy shall only be filled by the vote of a majority (on an as-converted basis), voting together as a separate class, or by written consent, of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock.

(ii) The holders of Series D Preferred Stock, voting as a separate class, shall be entitled to elect one (1) director (the "Series D Director"). The Series D Director shall be elected at the annual meeting of stockholders or at any special meeting of stockholders called in accordance with the by-laws of the Corporation or by holders of a majority (on an as-converted basis) of the outstanding shares of Series D Preferred Stock or by the written consent of such holders in accordance with the General Corporation Law of Delaware and the by-laws of the Corporation. If a person elected by the holders of Series D Preferred Stock should cease to be a director for any reason, the vacancy shall only be filled by the vote of a majority (on an as-converted basis) or by written consent of the outstanding shares of Series D Preferred Stock.

(iii) The holders of Preferred Stock, voting as a separate class, shall be entitled to elect one (1) director (the "Preferred Director"). The Preferred Director shall be elected at the annual meeting of stockholders or at any special meeting of stockholders called in accordance with the by-laws of the Corporation or by holders of a majority (on an as-converted basis) of the outstanding shares of Preferred Stock or by the written consent of such holders in accordance with the General Corporation Law of Delaware and the by-laws of the Corporation. If a person elected by the holders of Preferred Stock should cease to be a director for any reason, the vacancy shall only be filled by the vote of a majority (on an as-converted basis) or by written consent of the outstanding shares of Preferred Stock.

(iv) The holders of Preferred Stock and Common Stock shall be entitled to elect one (1) director (the "Joint Director"). The Joint Director shall be elected at the annual meeting of stockholders or at any special meeting of stockholders called in accordance with the by-laws of the Corporation or by holders of a majority (on an as-converted basis) of the outstanding shares of Preferred Stock and Common Stock or by the written consent of such holders in accordance with the General Corporation Law of Delaware and the by-laws of the Corporation. If a person elected by the holders of Preferred Stock and Common Stock should cease to be a director for any reason, the vacancy shall only be filled by the vote of a majority (on an as-converted basis) or by written consent of the outstanding shares of Preferred Stock and Common Stock.

(v) The holders of Common Stock shall be entitled to elect one (1) director (the "Common Director"). The Common Director shall be elected at the annual meeting of stockholders or at any special meeting of stockholders called in accordance with the by-laws of the Corporation or by holders of a majority in interest of the outstanding shares of Common Stock or by the written consent of such holders in accordance with the General Corporation Law of Delaware and the by-laws of the Corporation. If a person

elected by the holders of Common Stock should cease to be a director for any reason, the vacancy shall only be filled by the vote of a majority in interest or by written consent of the outstanding shares of Common Stock.

(vi) The holders of Preferred Stock and Common Stock shall be entitled to elect one (1) director who shall be the Chief Executive Officer of the Corporation (the "CEO Director"). The CEO Director shall be elected at the annual meeting of stockholders or at any special meeting of stockholders called in accordance with the by-laws of the Corporation or by holders of a majority (on an as-converted basis) of the outstanding shares of Preferred Stock and Common Stock or by the written consent of such holders in accordance with the General Corporation Law of Delaware and the by-laws of the Corporation. If a person elected by the holders of Preferred Stock and Common Stock should cease to be the Chief Executive Officer of the Corporation or should cease to be a director for any reason, the vacancy shall only be filled by the vote of a majority (on an as-converted basis) or by written consent of the outstanding shares of Preferred Stock and Common Stock.

(d) The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of Delaware.

7. Protective Provisions.

(a) The Corporation shall not, without the prior written consent or affirmative vote, given in writing or by vote at a meeting, of the holders of at least a majority of the outstanding shares of the Series E Preferred Stock and Series D Preferred Stock, consenting or voting, as the case may be, on an as-converted basis and together as a separate class:

(i) Create any new class or series of stock, or any other equity or debt securities, or any other securities convertible into equity securities of the Corporation having a preference over, or being on a parity with, the Series D Preferred Stock with respect to the distribution of assets in the liquidation, dissolution or winding up of the Corporation and with respect to the payment of dividends and redemption rights; or

(ii) Merge with or into, or consolidate with any other corporation, or sell, lease or otherwise dispose of all or substantially all of its properties or assets or enter into any transaction or series of related transactions in which more than 50% of the voting power of the Corporation is disposed or any transaction in which control of the Company is transferred; or

(iii) Increase the number of authorized shares of Preferred Stock or Common Stock; or

(iv) Alter the rights, preferences or privileges of the Preferred Stock by amendment to the Corporation's Third Amended and Restated Certificate of Incorporation or otherwise; or

(v) Increase the number of options authorized to be granted under the Option Plan beyond 8,668,448 shares; or

(vi) Create, incur, assume, suffer to exist or issue any debt for borrowed money of more than, singly or in the aggregate, \$250,000; or

(vii) Pay or declare any dividends on any Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Common Stock; or

(viii) Redeem or repurchase any shares of Preferred Stock or Common Stock (other than upon termination of employment or termination of any agreement with any service provider giving the Corporation the right to repurchase at cost on termination of services); or

(ix) Increase or decrease the size of the Corporation's Board of Directors; or

(x) Liquidate or wind up the Corporation.

(b) The Corporation shall not, without the prior written consent or affirmative vote, given in writing or by vote at a meeting, of the holders of at least a majority of the outstanding shares of the Series E Preferred Stock, consenting or voting, as the case may be, on an as-converted basis and together as a separate class:

(i) Create any new class or series of stock, or any other equity or debt securities, or any other securities convertible into equity securities of the Corporation having a preference over, or being on a parity with, the Series E Preferred Stock with respect to the distribution of assets in the liquidation, dissolution or winding up of the Corporation and with respect to the payment of dividends and redemption rights; or

(ii) Create, incur, assume, suffer to exist or issue any debt for borrowed money of more than, singly or in the aggregate, \$500,000; or

(iii) Alter the rights, preferences or privileges of the Series E Preferred Stock by amendment to the Corporation's Third Amended and Restated Certificate of Incorporation or otherwise.

8. Redemption.

(a) Series D Redemption.

(i) Generally. Shares of Series D Preferred Stock shall be redeemed by the Corporation out of funds lawfully available therefor at a price equal to the Series D Original Issue Price, plus any dividends accrued but unpaid thereon, whether or not

declared, together with any other dividends declared but unpaid thereon (the "Series D Redemption Price"), in three annual installments commencing 60 days after receipt by the Corporation at any time on or after May 31, 2011 (the "Eligibility Date"), from the holders of at least a majority of the then outstanding shares of Series D Preferred Stock, of written notice requesting redemption of all shares of Series D Preferred Stock held by such holder (the date of each such installment being referred to as a "Series D Redemption Date"). On each Series D Redemption Date, the Corporation shall redeem, on a pro rata basis in accordance with the number of shares of Series D Preferred Stock owned by each holder redeeming shares pursuant to this Section 8(a), that number of outstanding shares of Series D Preferred Stock determined by dividing (i) the total number of shares of Series D Preferred Stock being redeemed by holders pursuant to this Section 8(a) immediately prior to such Redemption Date by (ii) the number of remaining Series D Redemption Dates (including the Series D Redemption Date to which such calculation applies). If the Corporation does not have sufficient funds legally available to redeem on any Series D Redemption Date the shares of Series D Preferred Stock to be redeemed on such Series D Redemption Date, the Corporation shall redeem a pro rata portion of each holder's redeemable shares of such stock out of funds legally available therefor, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the legally available funds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor.

(ii) Notice. In order to allow holders of Series D Preferred Stock to redeem their Series D Preferred Stock in accordance with this Section 8(a), written notice of the mandatory redemption (the "Series D Redemption Notice") shall be mailed, postage prepaid, to each holder of record of Series D Preferred Stock, at its post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, not less than 40 days prior to each Series D Redemption Date. Each Series D Redemption Notice shall state:

(I) the number of shares of Series D Preferred Stock that the Corporation shall redeem on the Series D Redemption Date specified in the Series D Redemption Notice at the request of the redeeming holders;

(II) the Series D Redemption Date and the Series D Redemption Price;

(III) the names of the holders seeking redemption;

(IV) that, in order to participate in such redemption, the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series D Preferred Stock to be redeemed on or prior to such Series D Redemption Date.

(iii) Waiver. The Eligibility Date may be extended by the affirmative consent or vote of the holders of at least a majority of the shares of Series D Preferred Stock then outstanding.

(b) Surrender of Certificates; Payment. On or before the applicable Series D Redemption Date, the holder of shares of Series D Preferred Stock to be redeemed on such Series D Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 3 hereof, shall surrender the certificate or certificates representing such shares to the Corporation (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), in the manner and at the place designated in the Series D Redemption Notice, and thereupon the Series D Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled and retired. In the event less than all of the shares of Series D Preferred Stock represented by a certificate are redeemed, a new certificate representing the unredeemed shares of Series D Preferred Stock shall promptly be issued to such holder.

(c) Rights Subsequent to Redemption. If a Series D Redemption Notice shall have been duly given, and if on the applicable Series D Redemption Date the Series D Redemption Price, payable upon redemption of the shares of Series D Preferred Stock to be redeemed is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor, then notwithstanding that the certificates evidencing any of the shares of Series D Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Series D Preferred Stock shall cease to accrue after such Series D Redemption Date and all rights with respect to such shares shall forthwith terminate after such Series D Redemption Date, except only the right of the holders to receive the Series D Redemption Price without interest upon surrender of their certificate or certificates therefor.

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

ARTICLE V

The Board of Directors shall have the power, in addition to the stockholders, to make, alter or repeal the by-laws of the corporation.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the bylaws of the Corporation.

ARTICLE VIII

The number of directors which constitute the whole Board of Directors of the Corporation shall be as specified in the Bylaws of the Corporation.

ARTICLE IX

Meetings of stockholders may be held within or without the State of Delaware, as the bylaws may provide. The books of the Corporation may be kept (subject to any provisions contained in applicable 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 the Corporation.

ARTICLE X

(a) The Corporation shall indemnify each of the Corporation's directors and officers in each and every situation where, under Section 145 of the General Corporation Law of the State of Delaware, as amended from time to time ("Section 145"), the Corporation is permitted or empowered to make such indemnification. The Corporation may, in the sole discretion of the Board of Directors of the Corporation, indemnify any other person who may be indemnified pursuant to Section 145 to the extent the Board of Directors deems advisable, as permitted by Section 145. The Corporation shall promptly make or cause to be made any determination required to be made pursuant to Section 145.

(b) No person shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided, however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware or, (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware is subsequently amended to further eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the amended General Corporation Law of the State of Delaware. For purposes of this Article X, "fiduciary duty as a director" shall include any fiduciary duty arising out of serving at the Corporation's request as a director of another corporation, partnership, joint venture or other enterprise, and "personal liability to the Corporation or its stockholders" shall include any liability to such other corporation, partnership, joint venture, trust or other enterprise, and any liability to the Corporation in its capacity as a security holder, joint venturer, partner, beneficiary, creditor or investor of or in any such other corporation, partnership, joint venture, trust or other enterprise.

(c) Neither any amendment nor repeal of this Article X, nor the adoption of any provision of this Second Amended and Restated Certificate of Incorporation inconsistent with this Article X, shall eliminate or reduce the effect of this Article X in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article X, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE XI

Advance notice of new business and stockholder nominations for the election of directors shall be given in the manner and to the extent provided in the Bylaws of the corporation.

ARTICLE XII

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

ARTICLE XIII

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

ARTICLE XIV

For the purposes of all applicable legislation and regulation, each of the stockholders, officers and directors of the Corporation authorize 3i Technology Partners II L.P., 3i Group plc and affiliates of 3i Group plc (both within and outside the United States) to process (but only amongst such entities and their advisors and only within the meaning of European Directive 95/46/EC) any data or information concerning them which is obtained in the course of its and their due diligence and other investment business. The data and information which may be

processed for such purposes shall include any information which may have a bearing on the prudence or commercial merits of investing or disposing of any stock (or other investment or security) in the Corporation. Nothing in this authority shall entitle 3i Technology Partners II L.P., 3i Group plc or any affiliate of 3i Group plc to make any unauthorized disclosure of such data or information to third parties.

ARTICLE XV

The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An “Excluded Opportunity” is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, “Covered Persons”), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person’s capacity as a director of the Corporation. No amendment or repeal of this Article XV shall apply to or have any effect on the liability or alleged liability of any Covered Person of the Corporation for or with respect to any acts or omissions of such Covered Person occurring prior to such amendment or repeal.