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**FILED** *JRM*  
 Secretary of State  
 State of California

FEB 18 2014

**ALIPHCOM**  
**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

HOSAIN RAHMAN and MELINDA MOUNT hereby certify that:

1. They are the Chief Executive Officer, and President and Secretary, respectively, of AliphCom, a California corporation.
2. The articles of incorporation of this corporation are amended and restated to read as follows:

**I**

The name of the corporation is AliphCom (the "*Company*").

**II**

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

**III**

**Authorized Capital Stock.** The Company is authorized to issue two classes of shares, designated respectively "*Common Stock*" and "*Preferred Stock*." The Company is authorized to issue three hundred ten million (310,000,000) shares of Common Stock. The Company is authorized to issue one hundred eighty-one million eight hundred ninety-eight thousand two hundred seventy (181,898,270) shares of Preferred Stock, of which one million two hundred fifty thousand (1,250,000) shares are designated Series 1-A Preferred Stock ("*Series 1-A Preferred*"), two million thirty-seven thousand two hundred six (2,037,206) shares are designated Series 1-B Preferred Stock ("*Series 1-B Preferred*"), twenty-three million two hundred fifty-one thousand one hundred ninety-three (23,251,193) shares are designated Series 1-C Preferred Stock ("*Series 1-C Preferred*"), sixty-one million four hundred sixty-six thousand seventy (61,466,070) shares are designated Series 2 Preferred Stock ("*Series 2 Preferred*"), twenty-three million (23,000,000) shares are designated Series 3 Preferred Stock ("*Series 3 Preferred*"), seven million one hundred fifty thousand (7,150,000) shares are designated Series 4 Preferred Stock ("*Series 4 Preferred*"), thirty-seven million (37,000,000) shares are designated Series 5 Preferred Stock ("*Series 5 Preferred*"), two million seven hundred eighty-one thousand two hundred four (2,781,204) shares are designated Series 5A Preferred Stock ("*Series 5A Preferred*"), and twenty-three million nine hundred sixty-two thousand five hundred ninety-seven (23,962,597) shares are designated Series 6 Preferred Stock ("*Series 6 Preferred*"). The Preferred Stock shall

1.

have a par value of one-tenth of one cent (\$0.001) per share, and the Common Stock shall have a par value of one-tenth of one cent (\$0.001) per share.

#### IV

The relative rights, preferences, privileges, and restrictions granted to or imposed upon the Common Stock and the Preferred Stock and the holders thereof are as follows:

##### SECTION 1. DIVIDENDS.

(i) The holders of record of the Series 6 Preferred (the "*Series 6 Preferred Holders*") shall be entitled to receive, out of funds legally available therefor, cumulative dividends at the rate of 10% of the Original Issue Price (as defined below) per share (as adjusted for any stock dividends, combinations, splits recapitalizations and the like with respect to such shares after the Filing Date (as defined herein)), per annum, compounding quarterly and payable in additional shares of Series 6 Preferred. No dividends shall be paid with respect to any series of Preferred Stock (other than the Series 6 Preferred) until the dividends described in Section 1(i) have been paid or set apart.

(ii) The holders of record of the Series 1-A Preferred (the "*Series 1-A Preferred Holders*"), the holders of record of the Series 1-B Preferred (the "*Series 1-B Preferred Holders*"), the holders of record of the Series 1-C Preferred (the "*Series 1-C Preferred Holders*," and together with the Series 1-A Preferred Holders and the Series 1-B Preferred Holders, the "*Series 1 Preferred Holders*"), the holders of record of the Series 2 Preferred (the "*Series 2 Preferred Holders*"), the holders of record of the Series 3 Preferred (the "*Series 3 Preferred Holders*"), the holders of record of the Series 4 Preferred (the "*Series 4 Preferred Holders*"), the holders of record of the Series 5 Preferred (the "*Series 5 Preferred Holders*") and the holders of record of the Series 5A Preferred (the "*Series 5A Preferred Holders*," and, together with the Series 1 Preferred Holders, the Series 2 Preferred Holders, the Series 3 Preferred Holders, the Series 4 Preferred Holders, the Series 5 Preferred Holders and the Series 6 Preferred Holders, the "*Preferred Holders*") shall be entitled to receive dividends at the rate of 8% of the applicable Original Issue Price (as defined below) per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date (as defined herein)), per annum, respectively. Such dividends shall be payable when contractually permitted under the terms of the Company's debt agreements, out of funds legally available therefor only when, as, and if declared by the Company's Board of Directors (the "*Board*") and shall be non-cumulative.

(iii) No dividends shall be paid with respect to the Series 3 Preferred, Series 2 Preferred, the Series 1-A Preferred, the Series 1-B Preferred or the Series 1-C Preferred (the Series 1-A Preferred, Series 1-B Preferred and Series 1-C Preferred collectively defined herein as the "*Series 1 Preferred*") or the Common Stock until dividends at the rate of 8% of the applicable Original Issue Price (as defined below) per share (as adjusted for any stock dividends,

combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date) per annum on the Series 5A Preferred, the Series 5 Preferred and Series 4 Preferred shall have been paid or declared or set apart during that fiscal year and the dividends described in Section 1(i) have been paid or set apart.

(iv) No dividends shall be paid with respect to the Series 2 Preferred, the Series 1 Preferred or the Common Stock until dividends at the rate of 8% of the Series 3 Original Issue Price (as defined below) per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date) per annum on the Series 3 Preferred shall have been paid or declared or set apart during that fiscal year.

(v) No dividends shall be paid with respect to the Series 1 Preferred or the Common Stock until dividends at the rate of 8% of the Series 2 Original Issue Price (as defined below) per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date) per annum on the Series 2 Preferred shall have been paid or declared or set apart during that fiscal year.

(vi) No dividends shall be paid with respect to the Series 1-A Preferred, the Series 1-B Preferred or the Common Stock until dividends at the rate of 8% of the Series 1-C Original Issue Price (as defined below) per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date) per annum on the Series 1-C Preferred shall have been paid or declared or set apart during that fiscal year.

(vii) No dividends shall be paid with respect to the Common Stock until dividends at the rate of 8% of the applicable Original Issue Price per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date) per annum on the Series 1-A Preferred and Series 1-B Preferred shall have been paid or declared and set apart during that fiscal year.

(viii) After payment of such preferential dividends on the Preferred Stock during any fiscal year, any further dividends declared or paid during such fiscal year shall be declared or paid (as the case may be) ratably on the outstanding Preferred Stock (on an as converted to Common Stock basis) and the Common Stock.

## SECTION 2. LIQUIDATION PREFERENCES.

**2.1 Liquidation.** In the event of any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary:

(i) Before any distribution or payment shall be made to the Common Holders (as defined below), any Series 1 Preferred Holder, any Series 2 Preferred Holder, any Series 3 Preferred Holder, any Series 4 Preferred Holder, any Series 5 Preferred Holder, any Series 5A Preferred Holder or any other holder of any class or series of Preferred Stock, each Series 6

Preferred Holder shall be entitled to receive a liquidation preference equal to the greater of (i) the Series 6 Original Issue Price (as defined below) per share of Series 6 Preferred held by such holder (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date) plus all accrued but unpaid dividends thereon or (ii) the amount of cash, securities or other property to which such holder would be entitled to receive with respect to such shares of Series 6 Preferred if they had been converted to Common Stock immediately prior to the closing of such event (the "*Series 6 Liquidation Preference*"). If the assets of the Company legally available for distribution to the shareholders or the consideration received in an Acquisition or Asset Transfer (each as defined below) legally available for distribution to the shareholders (the "*Assets*") are insufficient to permit the payment in full of the Series 6 Liquidation Preference, then all of the Assets shall be distributed ratably among the Series 6 Preferred Holders in proportion to the full Series 6 Liquidation Preference such holders would otherwise be entitled to receive.

(ii) After payment of the full Series 6 Liquidation Preference but before any distribution or payment shall be made to the Series 5 Preferred Holders, the Series 4 Preferred Holders, the Series 3 Preferred Holders, the Series 2 Preferred Holders, the Series 1 Preferred Holders, or the Common Holders, each Series 5A Preferred Holder shall be entitled to receive a liquidation preference equal to the Series 5A Original Issue Price (as defined below) per share of Series 5A Preferred held by such holder (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date) plus all declared but unpaid dividends thereon (the "*Series 5A Liquidation Preference*").

(iii) After payment of the full Series 6 Liquidation Preference and the full Series 5A Liquidation Preference but before any distribution or payment shall be made to the Series 3 Preferred Holders, the Series 2 Preferred Holders, the Series 1 Preferred Holders, or the holders of Common Stock (the "*Common Holders*"), each Series 5 Preferred Holder shall be entitled to receive a liquidation preference equal to the Series 5 Original Issue Price (as defined below) per share of Series 5 Preferred held by such holder (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date) plus all declared but unpaid dividends thereon, and each Series 4 Preferred Holder shall be entitled to receive a liquidation preference equal to \$6.73 per share of Series 4 Preferred held by such holder (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date) plus all declared but unpaid dividends thereon (the "*Senior Preferred Liquidation Preference*"). If the Assets are insufficient to permit the payment in full of the Senior Preferred Liquidation Preference, then all of the Assets shall be distributed ratably among the Series 5 Preferred Holders and the Series 4 Preferred Holders in proportion to the full Senior Preferred Liquidation Preference such holders would otherwise be entitled to receive.

(iv) After payment of the full Series 6 Liquidation Preference, the full Series 5A Liquidation Preference and full Senior Preferred Liquidation Preference but before any distribution or payment shall be made to the Series 2 Preferred Holders, the Series 1 Preferred

Holders or the Common Holders, each Series 3 Preferred Holder shall be entitled to receive a liquidation preference equal to the Series 3 Original Issue Price (as defined below) per share of Series 3 Preferred held by such holder (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date) plus all declared but unpaid dividends thereon (the "*Series 3 Liquidation Preference*"). If the Assets are insufficient to permit the payment in full of the Series 3 Liquidation Preference, then all of the Assets shall be distributed ratably among the Series 3 Preferred Holders in proportion to the full Series 3 Liquidation Preference such holders would otherwise be entitled to receive.

(v) After payment of the full Series 6 Liquidation Preference, the full Series 5A Liquidation Preference, the full Senior Preferred Liquidation Preference and the full Series 3 Liquidation Preference but before any distribution or payment shall be made to the Series 1 Preferred Holders or the Common Holders, each Series 2 Preferred Holder shall be entitled to receive a liquidation preference equal to the Series 2 Original Issue Price (as defined below) per share of Series 2 Preferred held by such holder (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date) plus all declared but unpaid dividends thereon (the "*Series 2 Liquidation Preference*"). If the Assets are insufficient to permit the payment in full of the Series 2 Liquidation Preference, then all of the Assets shall be distributed ratably among the Series 2 Preferred Holders in proportion to the full Series 2 Liquidation Preference such holders would otherwise be entitled to receive.

(vi) After payment of the full Series 6 Liquidation Preference, the full Series 5A Liquidation Preference, the full Senior Preferred Liquidation Preference, the full Series 3 Liquidation Preference and the full Series 2 Liquidation Preference but before any distribution or payment shall be made to the Series 1-A Preferred Holders and, Series 1-B Preferred Holders and the Common Holders, each Series 1-C Preferred Holder shall be entitled to receive a liquidation preference equal to the applicable Original Issue Price (as defined below) per share of Series 1-C Preferred held by such holder (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date) plus any declared but unpaid dividends thereon (the "*Prior Senior Preferred Liquidation Preference*"). If the Assets are insufficient to permit the payment of the full Prior Senior Preferred Liquidation Preference, then all of the Assets shall be distributed ratably among the Series 1-C Preferred Holders in proportion to the full Prior Senior Preferred Liquidation Preference such holders would otherwise be entitled to receive.

(vii) After payment of the full Series 6 Liquidation Preference, the full Series 5A Liquidation Preference, the full Senior Preferred Liquidation Preference, the full Series 3 Liquidation Preference, the full Series 2 Liquidation Preference and the full Prior Senior Preferred Liquidation Preference but before any distribution or payment shall be made to the Common Holders, each Series 1-A Preferred Holder and Series 1-B Preferred Holder shall be entitled to receive a liquidation preference equal to the applicable Original Issue Price (as defined below) per share of such Series 1-A Preferred or Series 1-B Preferred held by such

holder (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date) plus any declared but unpaid dividends thereon (the "*Prior Junior Preferred Liquidation Preference*"). If the Assets are insufficient to permit the payment of the full Prior Junior Preferred Liquidation Preference, then all of the Assets shall be distributed ratably among the Series 1-A Preferred Holders and Series 1-B Preferred Holders in proportion to the full Prior Junior Preferred Liquidation Preference such holders would otherwise be entitled to receive.

(viii) After payment of the full Series 6 Liquidation Preference, the full Series 5A Liquidation Preference, the full Senior Preferred Liquidation Preference, the full Series 3 Liquidation Preference, the full Series 2 Liquidation Preference, the full Prior Senior Preferred Liquidation Preference and the full Prior Junior Preferred Liquidation Preference, the remaining Assets, if any, shall be distributed ratably to the holders of the Common Stock and the Series 2 Preferred Holders (on an as-if-converted to Common Stock basis) until such time as the Series 2 Preferred Holders have received pursuant to Section 2.1(v) above and this Section 2.1(viii) an aggregate amount per share of Series 2 Preferred equal to three (3) times the Series 2 Original Issue Price (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Filing Date); thereafter, the remaining Assets, if any, shall be distributed ratably to the holders of the Common Stock.

(ix) The Series 1-A Original Issue Price shall be \$0.80 per share, the Series 1-B Original Issue Price shall be \$0.86 per share, the Series 1-C Original Issue Price shall be \$0.32921 per share, the Series 2 Original Issue Price shall be \$0.1777 per share, the Series 3 Original Issue Price shall be \$1.3519 per share, the Series 4 Original Issue Price shall be \$3.926 per share, the Series 5 Original Issue Price shall be \$7.19113 per share, the Series 5A Original Issue Price shall be \$7.19113 per share and the Series 6 Original Issue Price shall be \$11.26756 per share.

## 2.2 Acquisition or Transfer of Assets.

(a) For purposes of this Section 2, a "liquidation" shall include (i) (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, in which the shareholders of the Company immediately prior to such consolidation, merger or reorganization, own less than 50% of the voting power of the surviving entity immediately after such consolidation, merger or reorganization (or its parent entity if the surviving entity is wholly-owned by the parent entity); or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred (other than pursuant to an equity financing for capital raising purposes or a merger or consolidation exclusively to change the domicile of the Company) (each, an "*Acquisition*"); or (ii) a sale, lease, transfer, exclusive license or similar disposition of all or substantially all of the assets of the Company (an "*Asset Transfer*").

(b) In any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property 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:

(A) If traded on a securities exchange or the Nasdaq Global Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty-day period ending three (3) 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 (3) days prior to the closing; and

(C) If there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board.

(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 determined in good faith by the Board.

**2.3 Repurchases.** As authorized by Sections 402.5(c) and 500(b) of the California Corporations Code, repurchases by the Company of shares of Common Stock held by employees, directors, or consultants upon termination of their employment or services, if such repurchase is pursuant to an agreement providing for the right of such repurchase, may be made without regard to any preferential dividends arrears amount or any preferential rights amount, or both, as described in paragraphs (1) and (2) of Section 500(b) of the California Corporations Code.

### **SECTION 3. CONVERSION.**

The Preferred Holders shall have conversion rights as follows (the "*Conversion Rights*"):

#### **3.1 Right to Convert; Automatic Conversion.**

(i) Subject to Section 3.3, each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Company or any transfer agent for such shares, into such number of fully paid and nonassessable shares of Common Stock determined as follows:

(A) Each share of Series 1-A Preferred shall be convertible into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series 1-A Original Issue Price by the Series 1-A Conversion Price, determined as hereafter provided, in effect at the time of conversion.

(B) Each share of Series 1-B Preferred shall be convertible into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series 1-B Original Issue Price by the Series 1-B Conversion Price, determined as hereafter provided, in effect at the time of conversion.

(C) Each share of Series 1-C Preferred shall be convertible into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series 1-C Original Issue Price by the Series 1-C Conversion Price, determined as hereafter provided, in effect at the time of conversion.

(D) Each share of Series 2 Preferred shall be convertible into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series 2 Original Issue Price by the Series 2 Conversion Price, determined as hereafter provided, in effect at the time of conversion.

(E) Each share of Series 3 Preferred shall be convertible into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series 3 Original Issue Price by the Series 3 Conversion Price, determined as hereafter provided, in effect at the time of conversion.

(F) Each share of Series 4 Preferred shall be convertible into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series 4 Original Issue Price by the Series 4 Conversion Price, determined as hereafter provided, in effect at the time of conversion.

(G) Each share of Series 5 Preferred shall be convertible into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series 5 Original Issue Price by the Series 5 Conversion Price, determined as hereafter provided, in effect at the time of conversion.

(H) Each share of Series 5A Preferred shall be convertible into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series 5A Original Issue Price by the Series 5A Conversion Price, determined as hereafter provided, in effect at the time of conversion.

(I) Each share of Series 6 Preferred shall be convertible into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series 6 Original Issue Price by the Series 6 Conversion Price, determined as hereafter provided, in effect at the time of conversion.



(ii) The initial Series 1-A Conversion Price shall be equal to the Series 1-A Original Issue Price, the initial Series 1-B Conversion Price shall be equal to the Series 1-B Original Issue Price, the initial Series 1-C Conversion Price shall be equal to the Series 1-C Original Issue Price, the initial Series 2 Conversion Price shall be equal to the Series 2 Original Issue Price, the initial Series 3 Conversion Price shall be equal to the Series 3 Original Issue Price, the initial Series 4 Conversion Price shall be equal to the Series 4 Original Issue Price, the initial Series 5 Conversion Price shall be equal to the Series 5 Original Issue Price, the initial Series 5A Conversion Price shall be equal to the Series 5A Original Issue Price and the initial Series 6 Conversion Price shall be equal to the Series 6 Original Issue Price; provided, however, that each such Conversion Price shall be subject to adjustment as set forth below (including adjustments to the Series 5 Conversion Price and the Series 5A Conversion Price that have occurred prior to the date of the filing of these Amended and Restated Articles of Incorporation (the "*Filing Date*")).

(iii) In the event that the Company issues and sells shares of its Equity Securities (as defined below) to investors on or before December 31, 2014 (the "*Conversion Date*") in an equity financing led by someone other than a holder of Series 5A Preferred Stock or its affiliates and with total proceeds to the Company of not less than \$25,000,000 (excluding the conversion of the Series 5A Preferred) (a "*Qualified Financing*"), then each outstanding share of Series 5A Preferred will automatically convert in whole, without any further action by the holder, into a number of Equity Securities equal to the number of shares of Series 5A Preferred held by such Investor multiplied by a fraction, the numerator of which is \$7.19113 (as adjusted to reflect any stock splits, stock dividends or similar transactions after the date of the initial issuance of the Series 5A Preferred) and the denominator of which is the price per share paid by the Investors purchasing the Equity Securities, with the product rounded down to the nearest whole share. The term "*Equity Securities*" means the Company's Preferred Stock, including the Series 6 Preferred or any securities conferring the right to purchase the Company's Preferred Stock or securities convertible into, or exchangeable for (with or without additional consideration), the Company's Preferred Stock (excluding the Series 5A Preferred), in each case issued in the Qualified Financing following the date of the filing of these Amended and Restated Articles of Incorporation, except that such defined term will not include any security granted, issued and/or sold by the Company to any employee, director or consultant in such capacity. If no Qualified Financing occurs on or before the Conversion Date, then each share of outstanding Series 5A Preferred will automatically convert in whole into one share of Series 5 Preferred (as adjusted to reflect any stock splits, stock dividends or similar transactions after the date of the issuance of the Series 5A Preferred), effective on the day following the Conversion Date.

(iv) Each share of each series of Preferred Stock shall automatically be converted into shares of Common Stock at the applicable Conversion Price immediately upon the closing of the sale of the Company's Common Stock in a firm commitment, underwritten public offering registered under the Securities Act of 1933, as amended (the "*Securities Act*"), other than a registration relating solely to a transaction under Rule 145 under such Securities Act (or any successor thereto) or to an employee benefit plan of the Company, providing aggregate

proceeds to the Company (following deduction for underwriters' discounts and commissions relating to the issuance) in excess of \$100,000,000, and in connection with which the Common Stock is listed for trading on the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange or successor; and

(v) Each share of Series 6 Preferred shall automatically be converted into shares of Common Stock at the Series 6 Conversion Price immediately upon the approval of such conversion by the vote or written consent of the holders of a majority of the outstanding shares of Series 6 Preferred.

(vi) Each share of Series 5A Preferred shall automatically be converted into shares of Common Stock at the Series 5A Conversion Price immediately upon the approval of such conversion by the vote or written consent of the holders of a majority of the outstanding shares of Series 5A Preferred.

(vii) Each share of Series 5 Preferred shall automatically be converted into shares of Common Stock at the Series 5 Conversion Price immediately upon the approval of such conversion by the vote or written consent of the holders of a majority of the outstanding shares of Series 5 Preferred.

(viii) Each share of Series 4 Preferred shall automatically be converted into shares of Common Stock at the Series 4 Conversion Price immediately upon the approval of such conversion by the vote or written consent of the holders of a majority of the outstanding shares of Series 4 Preferred.

(ix) Each share of Series 3 Preferred shall automatically be converted into shares of Common Stock at the Series 3 Conversion Price immediately upon the approval of such conversion by the vote or written consent of the holders of a majority of the outstanding shares of Series 3 Preferred.

(x) Each share of Series 2 Preferred shall automatically be converted into shares of Common Stock at the Series 2 Conversion Price immediately upon the approval of such conversion by the vote or written consent of the holders of a majority of the outstanding shares of Series 2 Preferred.

(xi) Each share of Series 1 Preferred shall automatically be converted into shares of Common Stock at the applicable Conversion Price immediately upon the approval of such conversion by the vote or written consent of the holders of a majority of the outstanding shares of Series 1 Preferred (voting together as a single class and on an as-converted to Common Stock basis).

**3.2 Mechanics of Conversion.** Before any holder of shares of Preferred Stock shall be entitled to convert the same into shares of Common Stock or Preferred Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company

or of any transfer agent for such shares, and shall give written notice by mail, postage prepaid, to the Company at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued (a Preferred Holder may not effect a transfer of shares pursuant to a conversion unless all applicable restrictions on transfer are complied with.) The Company shall, as soon as practicable thereafter, issue and deliver at such office to such holder of shares of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock or Preferred Stock to which such holder shall be entitled as provided above. The Company shall promptly pay (i) in cash or, to the extent sufficient funds are not then legally available therefor, in Common Stock (at the Common Stock's fair market value determined in good faith by the Board as of the date of such conversion), any declared and unpaid dividends on the shares of Preferred Stock being converted and (ii) in cash (at the Common Stock's fair market value determined in good faith by the Board as of the date of conversion) the value of any fractional share of Common Stock otherwise issuable to any holder of Preferred Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the certificate or certificates representing 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.

**3.3 Conversion Price Adjustments.** The Conversion Price of the Series 2 Preferred, the Series 3 Preferred, the Series 4 Preferred, the Series 5 Preferred, Series 5A Preferred and Series 6 Preferred shall be subject to adjustment from time to time as follows:

(i) (A) If the Company shall issue at any time after the Effective Date (as defined below) any Additional Stock (as defined below) without consideration or for a consideration per share less than the applicable Conversion Price of the Series 6 Preferred, the Series 5A Preferred, Series 5 Preferred, Series 4 Preferred, the Series 3 Preferred or Series 2 Preferred (together, the "*Senior Preferred*"), as applicable in effect immediately prior to the issuance of such Additional Stock, then the applicable Conversion Price of the applicable series of Senior Preferred in effect immediately prior to each such issuance shall (except as otherwise provided in this clause (i)) be adjusted to an amount determined by dividing (X) an amount equal to the sum of (a) the product derived by multiplying the applicable Conversion Price in effect immediately prior to such issuance times the number of shares of Common Stock (including shares of Common Stock deemed to have been issued upon conversion of the outstanding Preferred Stock or otherwise under Section 3.3(i)(E)) outstanding immediately prior to such issuance, plus (b) the consideration, if any, received by or deemed to have been received by the Company upon such issuance, by (Y) an amount equal to the sum of (a) the number of shares of Common Stock (including shares of Common Stock deemed to have been issued upon conversion of the outstanding Preferred Stock or otherwise issuable upon the exercise or conversion of all other outstanding rights, options and convertible securities) outstanding immediately prior to such issuance, plus (b) the number of shares of Common Stock issued or deemed to have been issued in such issuance.

(B) No adjustment of the applicable Conversion Price of the Senior Preferred shall be made in an amount less than one cent per share, provided that any adjustment that is not required to be made by reason of this sentence shall be carried forward and taken into account in any subsequent adjustment. Except to the limited extent provided for in Sections 3.3(i)(E)(3), 3.3(i)(E)(4) and 3.3(iv), no adjustment of the applicable Conversion Price of the Senior Preferred shall have the effect of increasing the applicable Conversion Price of the Senior Preferred above the applicable Conversion Price of the Senior Preferred in effect immediately prior to such adjustment.

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

(D) In the case of the issuance of 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.

(E) In the case of the issuance 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 (where the shares of Common Stock issuable upon exercise of such options or rights or upon conversion or exchange of such securities are not excluded from the definition of Additional Stock), the following provisions shall apply:

(1) the aggregate maximum number of shares of Common Stock deliverable upon exercise 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 Sections 3.3(i)(C) and 3.3(i)(D)), if any, received by the Company upon the issuance of such options or rights plus the minimum purchase price provided in such options or rights for the Common Stock covered thereby;

(2) the aggregate maximum number of shares of Common Stock deliverable upon conversion of or in exchange 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 the consideration, if any, received by the Company for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the additional consideration, if any, to be received by the Company upon the conversion or exchange of such securities or the exercise of any related

options or rights (the consideration in each case to be determined in the manner provided in Sections 3.3(i)(C) and 3.3(i)(D));

(3) In the event of any change in the number of shares of Common Stock deliverable 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, the applicable Conversion Price of the Senior Preferred in effect at the time shall forthwith be readjusted to the applicable Conversion Price of the Senior Preferred as would have obtained had the adjustment that was made upon the issuance of such options, rights or securities not converted prior to such change or the options or rights related to such securities not converted prior to such change been made upon the basis of such change, but no further adjustment shall be made for the actual issuance of Common Stock 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 applicable Conversion Price of the Senior Preferred shall forthwith be readjusted to the applicable Conversion Price of the Senior Preferred as would have obtained had the adjustment that was made upon the issuance of such options, rights or securities or options or rights related to such securities been made upon the basis of the issuance of only the number of shares of Common Stock 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.

(ii) "Effective Date" means the first date on which shares of Series 5 Preferred were issued. The Effective Date predates the Filing Date, and there have been adjustments to the Series 5 Conversion Price prior to the Filing Date that are not reflected in Conversion Prices set forth in these Amended and Restated Articles of Incorporation.

"Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 3.3(i)(E)) by the Company after the Effective Date other than:

(A) Common Stock issued (or deemed to have been issued pursuant to Section 3.3(i)(E)) pursuant to a transaction described in Section 3.3(iii).

(B) Common Stock issued (or deemed to have been issued pursuant to Section 3.3(i)(E)) or issuable (or deemed to be issuable pursuant to Section 3.3(i)(E)) to employees, officers, or directors of, or consultants to, the Company, pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board.

(C) Common Stock actually issued (and not deemed issued pursuant to Section 3.3(i)(E)) upon conversion of the shares of Preferred Stock.

(D) Common Stock issued (or deemed to have been issued pursuant to Section 3.3(i)(E)) or issuable (or deemed to be issuable pursuant to Section 3.3(i)(E)) to equipment lessors or lenders in connection with an equipment lease, commercial loan transaction or other credit transaction where the principal purpose of the transaction is not to raise equity financing and where such transaction is unanimously approved by the Board.

(E) Common Stock issued (or deemed to have been issued pursuant to Section 3.3(i)(E)) or issuable (or deemed to be issuable pursuant to Section 3.3(i)(E)) to landlords in connection with a real property lease transaction where the principal purpose of the transaction is not to raise equity financing and where such transaction is unanimously approved by the Board.

(F) Common Stock issued (or deemed to have been issued pursuant to Section 3.3(i)(E)) or issuable (or deemed to be issuable pursuant to Section 3.3(i)(E)) pursuant to a merger, consolidation, acquisition or similar business combination or a strategic alliance or the acquisition of technology unanimously approved by the Board.

(G) Common Stock issued (or deemed to have been issued pursuant to Section 3.3(i)(E)) pursuant to stock (other than Preferred Stock), options, warrants, purchase rights and other securities convertible into Common Stock and outstanding as of the Effective Date.

(iii) In the event the Company should at any time or from time to time after the Filing Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock (hereinafter referred to as "*Common Stock Equivalents*") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of each series of Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each such share shall be increased in proportion to such increase of outstanding shares.

(iv) If the number of shares of Common Stock outstanding at any time after the Filing Date is decreased by a combination of the outstanding shares of Common Stock, then, as of 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 such share shall be decreased in proportion to such decrease in outstanding shares.

**3.4 Other Distributions.** In the event the Company shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Company or other persons, assets (excluding cash dividends) or options or rights not referred to in Section 3.3(iii), then, in each such case for the purpose of this Section 3.4, 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 the Company 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 the Company entitled to receive such distribution.

**3.5 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 3), provision shall be made (in form and substance satisfactory to the holders of a majority of the Preferred Stock then outstanding) so that the holders of the Preferred Stock shall thereafter be entitled to receive, upon conversion of the Preferred Stock, such shares or other securities or property of the Company or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section with respect to the rights of the holders of the Preferred Stock after the recapitalization to the end that the provisions of this Section (including adjustment of the Conversion Prices then in effect and the number of shares purchasable upon conversion of shares of Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

**3.6 No Fractional Shares and Certificate as to Adjustments.**

(i) No fractional shares shall be issued upon conversion of shares of Preferred Stock. In lieu of fractional shares, the Company shall pay the fair value in cash of any fractional share of Common Stock that would otherwise have been issued to a Preferred Holder upon conversion of all of the shares being converted of any series of Preferred Stock.

(ii) Upon the occurrence of each adjustment of the Conversion Price of a series of Preferred Stock pursuant to this Section, the Company, at its expense, shall promptly compute such adjustment in accordance with the terms hereof and prepare and furnish to each holder of shares of the series of Preferred Stock with respect to which the Conversion Price is being adjusted a certificate setting forth such adjustment and showing in detail the facts upon which such adjustment is based. The Company shall, upon the written request at any time of any Preferred Holder, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment, (B) the Conversion Price at the time in effect for each series of Preferred Stock, and (C) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of such holder's shares of Preferred Stock.

**3.7 Notices of Record Date.** In the event of any taking by the Company of a record of its shareholders for the purpose of determining shareholders who are entitled to receive

payment of any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of any class or any other securities or property, or to receive any other right, the Company shall mail to each holder of shares of Preferred Stock, at least 20 days prior to the date specified therein (or such shorter period approved by the holders of a majority of the outstanding Preferred Stock, provided such period shall not be less than 10 days), 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.

**3.8 Reservation of Shares Issuable Upon Conversion.** The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of 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, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes.

**3.9 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 to be delivered five (5) days after having been deposited in the United States mail, postage prepaid, registered or certified, and addressed to each holder of record at his address appearing on the stock transfer books of the Company.

#### **SECTION 4. VOTING RIGHTS.**

**4.1 General.** Each Preferred Holder shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Preferred Stock could be converted (pursuant to Section 3 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Common Stock and shall be entitled to notice of any shareholders' meeting in accordance with the bylaws of the Company. Except as otherwise provided herein or as required by law, the Preferred Stock shall vote together with the Common Stock at any annual or special meeting of the shareholders and not as a separate class, and may act by written consent in the same manner as the Common Stock.

#### **4.2 Voting for the Election of Directors.**

(i) So long as at least 2,000,000 shares of Series 6 Preferred originally issued remain outstanding (as adjusted for any stock dividends, combinations or splits or other similar event(s) with respect to such shares after the Filing Date), the Series 6 Preferred Holders, voting as a separate class, shall be entitled to elect one (1) director of the Company at each annual



election of directors or pursuant to each consent of the Company's shareholders for the election of directors (and to remove such director and fill any vacancies with respect thereto).

(ii) So long as at least 5,500,000 shares of Series 4 Preferred originally issued remain outstanding (as adjusted for any stock dividends, combinations or splits or other similar event(s) with respect to such shares after the Filing Date), the Series 4 Preferred Holders, voting as a separate class, shall be entitled to elect one (1) director of the Company at each annual election of directors or pursuant to each consent of the Company's shareholders for the election of directors (and to remove such director and fill any vacancies with respect thereto).

(iii) So long as at least 5,500,000 shares of Series 3 Preferred originally issued remain outstanding (as adjusted for any stock dividends, combinations or splits or other similar event(s) with respect to such shares after the Filing Date), the Series 3 Preferred Holders, voting as a separate class, shall be entitled to elect one (1) director of the Company at each annual election of directors or pursuant to each consent of the Company's shareholders for the election of directors (and to remove such director and fill any vacancies with respect thereto).

(iv) So long as at least 10,000,000 shares of Series 2 Preferred originally issued remain outstanding (as adjusted for any stock dividends, combinations or splits or other similar event(s) with respect to such shares after the Filing Date), the Series 2 Preferred Holders, voting as a separate class, shall be entitled to elect one (1) director of the Company at each annual election of directors or pursuant to each consent of the Company's shareholders for the election of directors (and to remove such director and fill any vacancies with respect thereto).

(v) The holders of outstanding Common Stock, voting as a separate class, shall be entitled to elect two (2) directors of the Company at each annual election of directors or pursuant to each consent of the Company's shareholders for the election of directors (and to remove such directors and fill any vacancies with respect thereto).

(vi) The Preferred Holders and Common Holders, voting together as a single class on an as-converted basis, shall be entitled to elect all remaining directors of the Company at each annual election of directors or pursuant to each consent of the Company's shareholders for the election of directors (and to remove such directors and fill any vacancies with respect thereto).

**4.3 Separate Vote of Series 6 Preferred.** For so long as at least 2,000,000 shares of Series 6 Preferred remain outstanding (as adjusted for any stock dividends, combinations or splits or other similar event(s) with respect to such shares after the Filing Date), in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of a majority of the outstanding Series 6 Preferred shall be necessary for effecting or validating the following actions (whether by merger, recapitalization or otherwise):

(i) Consummate an initial public offering of the Company's Common Stock in which the price to the public set forth in the prospectus of the number of shares of Common Stock into which each share of Series 6 Preferred converts is less than 1.25 times the sum of (A) the Original Issue Price of such share of Series 6 Preferred (as adjusted for stock splits, stock dividends, combinations, recapitalizations or similar events with respect to such shares) plus (B) the original issue price of any additional shares or portions of shares of Series 6 Preferred issued or issuable as a dividend or distribution on such share of Series 6 Preferred (as adjusted for stock splits, stock dividends, combinations, recapitalizations or similar events with respect to such share);

(ii) Any authorization, creation, designation, whether by reclassification or otherwise, or issuance of any new class or series of stock or any other securities convertible into equity securities of the Company ranking on a parity with or senior to the Series 6 Preferred in right of redemption, liquidation preference or dividend rights; or

(iii) Any waiver, amendment, alteration, or repeal of any provision of the Articles of Incorporation of the Company (including any filing of a Certificate of Designation), that waives, alters or changes the voting or other powers or other special rights, privileges preferences or restrictions of the Series 6 Preferred so as to affect them adversely; *provided, however*, that no waiver, amendment, alteration or repeal of any provision of the Articles of Incorporation will be deemed to be a waiver, alteration or change of the Series 6 Preferred Liquidation Preference or the powers or special rights, privileges or restrictions of the Series 6 Preferred solely because such waiver, amendment, alteration or change authorizes or designates, whether by reclassification or otherwise, any new class or series of stock or any other securities convertible into equity securities of the Company, or increases the number of authorized shares of any such class or series of stock, whether such class or series ranks on a parity with, junior to or senior to the Series 6 Preferred in right of liquidation, preference or dividend rights, provided such issuance is approved by the holders of a majority of the Series 6 Preferred pursuant to Section 4.3(ii) above, if applicable.

**4.4 Separate Vote of Series 5A Preferred.** For so long as any shares of Series 5A Preferred remain outstanding (as adjusted for any stock dividends, combinations or splits or other similar event(s) with respect to the Series 5A Preferred after the Filing Date), in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of a majority of the outstanding Series 5A Preferred shall be necessary for effecting or validating (whether by merger, recapitalization or otherwise) any waiver, amendment, alteration, or repeal of any provision of the Articles of Incorporation of the Company (including any filing of a Certificate of Designation), that waives, alters or changes the voting or other powers or other special rights, privileges, preferences or restrictions of the Series 5A Preferred so as to affect them adversely; *provided, however*, that no waiver, amendment, alteration or repeal of any provision of the Articles of Incorporation will be deemed to be a waiver, alteration or change of the Series 5A Preferred Liquidation Preference or the powers or special rights, privileges or restrictions of the Series 5A Preferred solely because such waiver, amendment, alteration or

change authorizes or designates, whether by reclassification or otherwise, any new class or series of stock or any other securities convertible into equity securities of the Company, or increases the number of authorized shares of any such class or series of stock, whether such class or series ranks on a parity with, junior to or senior to the Series 5A Preferred in right of liquidation, preference or dividend rights.

**4.5 Separate Vote of Series 5 Preferred.** For so long as at least 5,500,000 shares of Series 5 Preferred remain outstanding (as adjusted for any stock dividends, combinations or splits or other similar event(s) with respect to the Series 5 Preferred after the Filing Date), in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of a majority of the outstanding Series 5 Preferred shall be necessary for effecting or validating (whether by merger, recapitalization or otherwise) any waiver, amendment, alteration, or repeal of any provision of the Articles of Incorporation of the Company (including any filing of a Certificate of Designation), that waives, alters or changes the voting or other powers or other special rights, privileges, preferences or restrictions of the Series 5 Preferred so as to affect them adversely; *provided, however*, that no waiver, amendment, alteration or repeal of any provision of the Articles of Incorporation will be deemed to be a waiver, alteration or change of the Series 5 Preferred Liquidation Preference or the powers or special rights, privileges or restrictions of the Series 5 Preferred solely because such waiver, amendment, alteration or change authorizes or designates, whether by reclassification or otherwise, any new class or series of stock or any other securities convertible into equity securities of the Company, or increases the number of authorized shares of any such class or series of stock, whether such class or series ranks on a parity with, junior to or senior to the Series 5 Preferred in right of liquidation, preference or dividend rights.

**4.6 Separate Vote of Series 4 Preferred.** For so long as at least 5,500,000 shares of Series 4 Preferred remain outstanding (as adjusted for any stock dividends, combinations or splits or other similar event(s) with respect to the Series 4 Preferred after the Filing Date), in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of a majority of the outstanding Series 4 Preferred shall be necessary for effecting or validating (whether by merger, recapitalization or otherwise) (a) any waiver, alteration or change of the Series 4 Liquidation Preference (including through the filing of a Certificate of Designation) or (b) any waiver, amendment, alteration, or repeal of any provision of the Articles of Incorporation of the Company (including any filing of a Certificate of Designation), that waives, alters or changes the voting or other powers or other special rights, privileges, preferences or restrictions of the Series 4 Preferred so as to affect them adversely; *provided, however*, that no waiver, amendment, alteration or repeal of any provision of the Articles of Incorporation will be deemed to be a waiver, alteration or change of the Series 4 Preferred Liquidation Preference or the powers or special rights, privileges or restrictions of the Series 4 Preferred solely because such waiver, amendment, alteration or change authorizes or designates, whether by reclassification or otherwise, any new class or series of stock or any other securities convertible into equity securities of the Company, or increases the number of authorized shares

of any such class or series of stock, whether such class or series ranks on a parity with, junior to or senior to the Series 4 Preferred in right of liquidation, preference or dividend rights.

**4.7 Separate Vote of Series 3 Preferred.** For so long as at least 5,500,000 shares of Series 3 Preferred remain outstanding (as adjusted for any stock dividends, combinations or splits or other similar event(s) with respect to the Series 3 Preferred after the Filing Date), in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of a majority of the outstanding Series 3 Preferred shall be necessary for effecting or validating (whether by merger, recapitalization or otherwise) (a) any waiver, alteration or change of the Series 3 Liquidation Preference (including through the filing of a Certificate of Designation) or (b) any waiver, amendment, alteration, or repeal of any provision of the Articles of Incorporation of the Company (including any filing of a Certificate of Designation), that waives, alters or changes the voting or other powers or other special rights, privileges, preferences or restrictions of the Series 3 Preferred so as to affect them adversely; *provided, however,* that no waiver, amendment, alteration or repeal of any provision of the Articles of Incorporation will be deemed to be a waiver, alteration or change of the Series 3 Preferred Liquidation Preference or the powers or special rights, privileges or restrictions of the Series 3 Preferred solely because such waiver, amendment, alteration or change authorizes or designates, whether by reclassification or otherwise, any new class or series of stock or any other securities convertible into equity securities of the Company, or increases the number of authorized shares of any such class or series of stock, whether such class or series ranks on a parity with, junior to or senior to the Series 3 Preferred in right of liquidation, preference or dividend rights.

**4.8 Separate Vote of Series 2 Preferred.** For so long as at least 10,000,000 shares of Series 2 Preferred remain outstanding (as adjusted for any stock dividends, combinations or splits or other similar event(s) with respect to the Series 2 Preferred after the Filing Date), in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of a majority of the outstanding Series 2 Preferred shall be necessary for effecting or validating (whether by merger, recapitalization or otherwise) (a) any waiver, alteration or change of the Series 2 Liquidation Preference (including through the filing of a Certificate of Designation) or (b) any waiver, amendment, alteration, or repeal of any provision of the Articles of Incorporation of the Company (including any filing of a Certificate of Designation), that waives, alters or changes the voting or other powers or other special rights, privileges, preferences or restrictions of the Series 2 Preferred so as to affect them adversely; *provided, however,* that no waiver, amendment, alteration or repeal of any provision of the Articles of Incorporation will be deemed to be a waiver, alteration or change of the Series 2 Preferred Liquidation Preference or the powers or special rights, privileges or restrictions of the Series 2 Preferred solely because such waiver, amendment, alteration or change authorizes or designates, whether by reclassification or otherwise, any new class or series of stock or any other securities convertible into equity securities of the Company, or increases the number of authorized shares of any such class or series of stock, whether such class or series ranks on a parity with, junior to or senior to the Series 2 Preferred in right of liquidation, preference or dividend rights.

**4.9 Separate Vote of Series 1 Preferred.** For so long as at least 10,000,000 shares of Series 1 Preferred remain outstanding (as adjusted for any stock dividends, combinations or splits or other similar event(s) with respect to the Series 1 Preferred after the Filing Date), in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of a majority of the outstanding Series 1 Preferred (voting together as a single class and on an as-converted to Common Stock basis) shall be necessary for effecting or validating (whether by merger, recapitalization or otherwise) (a) any waiver, alteration or change of the Prior Senior Preferred Liquidation Preference or Prior Junior Preferred Liquidation Preference (including through the filing of a Certificate of Designation) or (b) any waiver, amendment, alteration, or repeal of any provision of the Articles of Incorporation of the Company (including any filing of a Certificate of Designation), that waives, alters or changes the voting or other powers or other special rights, privileges or restrictions of the Series 1 Preferred so as to affect them adversely; *provided, however*, that no waiver, amendment, alteration or repeal of any provision of the Articles of Incorporation will be deemed to be a waiver, alteration or change of the Prior Senior Preferred Liquidation Preference, the Prior Junior Preferred Liquidation Preference or the powers or special rights, privileges, preferences or restrictions of the Series 1 Preferred solely because such waiver, amendment, alteration or change authorizes or designates, whether by reclassification or otherwise, any new class or series of stock or any other securities convertible into equity securities of the Company, or increases the number of authorized shares of any such class or series of stock, whether such class or series ranks on a parity with, junior to or senior to the Series 1 Preferred in right of liquidation, preference or dividend rights.

**4.10 Separate Vote of Series Preferred.** For so long as any shares of Preferred Stock remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of a majority of the outstanding Series Preferred shall be necessary for effecting or validating the following actions (whether by merger, recapitalization or otherwise):

- (i) Any amendment, alteration, or repeal of any provision of the Articles of Incorporation or the Bylaws of the Company (including any filing of a Certificate of Determination);
- (ii) Any alteration or change of the rights, preferences or privileges of the Preferred Stock, or any series thereof;
- (iii) Any increase or decrease in the authorized number of shares of Common Stock or Preferred Stock, or any series thereof;
- (iv) Any redemption, repurchase, payment or declaration of dividends or other distributions with respect to Common Stock or Preferred Stock (except for acquisitions of Common Stock by the Company at no more than cost upon the termination of services of a stockholder pursuant to a written agreement);

(v) Any Asset Transfer or Acquisition (each as defined in Section 2 hereof) or any agreement by the Company or its shareholders regarding an Asset Transfer or Acquisition pursuant to which the holders of any shares of Series 6 Preferred Stock would receive proceeds of less than the Series 6 Original Issue Price plus any accrued and unpaid dividends pursuant to Section 1(i), per share of Series 6 Preferred Stock; and

(vi) Any voluntary dissolution or liquidation of the Company.

**4.11 No Reissuance of Preferred Stock.** No share or shares of Preferred Stock acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued.

## SECTION 5. REDEMPTION

**5.1** Neither the Preferred Stock nor the Common Stock is redeemable at the option of the holder.

### V

**A.** The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permitted under California law.

**B.** This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the General Corporation Law of California) for breach of duty to this corporation and its shareholders through bylaw provisions, agreements with agents, shareholder resolutions or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the General Corporation Law of California, subject to the limits on such excess indemnification set forth in Section 204 of the General Corporation Law of California. If, after the effective date of this Article, California law is amended in a manner which permits a company to limit the monetary or other liability of its directors or to authorize indemnification of, or advancement of such defense expenses to, its directors or other persons, in any such case to a greater extent than is permitted on such effective date, the references in this Article to "California law" shall to that extent be deemed to refer to California law as so amended.

**C.** Any repeal or modification of this Article V shall only be prospective and shall not affect the rights under this Article V in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

**D.** In the event that a member of the Board of Directors of the Company who is also a partner or employee of an entity that is a holder of Preferred Stock and that is in the business of investing and reinvesting in other entities, or an employee of an entity that manages such an entity (each, a "*Fund*") acquires knowledge of a potential transaction or other matter in such individual's capacity as a partner or employee of the Fund or the manager or general partner of the Fund (and other than directly in connection with such individual's service as a member of the

Board of Directors of the Company) and that may be an opportunity of interest for both the Company and such Fund (a "*Corporate Opportunity*"), then the Company (i) renounces any expectancy that such director or Fund offer an opportunity to participate in such Corporate Opportunity to the Company and (ii) to the fullest extent permitted by law, waives any claim that such opportunity constituted a Corporate Opportunity that should have been presented by such director or Fund to the Company or any of its affiliates; *provided, however*, that such director acts in good faith.

## VI

For the management of the business and for the conduct of the affairs of this corporation, and in further definition, limitation and regulation of the powers of this corporation, of its directors and of its shareholders or any class thereof, as the case may be, it is further *provided that*:

A. The management of the business and the conduct of the affairs of this corporation shall be vested in its Board of Directors. The number of directors that shall constitute the whole Board of Directors shall be fixed by the Board of Directors in the manner provided in the Bylaws, subject to any restrictions which may be set forth in these Articles of Incorporation.

B. Subject to Sections 211 and 212 of the General Corporation Law of California, the Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of this corporation. The shareholders shall also have the power to adopt, amend or repeal the Bylaws of this corporation; *provided, however*, that, in addition to any vote of the holders of any class or series of stock of this corporation required by law or by the Articles of Incorporation, the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the capital stock of this corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws of this corporation.

C. The directors of this corporation need not be elected by written ballot unless a shareholder demands election by ballot at the meeting and before the voting begins or unless the Bylaws so require.

3. The foregoing amendment and restatement of the articles of incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment and restatement of the articles of incorporation has been duly approved by the Company's shareholders in accordance with Sections 902 and 903 of the California Corporations Code. The total number of outstanding shares of capital stock of the Company is 68,191,569 shares of Common Stock, 1,250,000 shares of Series 1-A Preferred, 2,037,206 shares of Series 1-B Preferred, 23,251,193 shares of Series 1-C Preferred, 59,777,831 shares of Series 2 Preferred, 22,190,990 shares of Series 3 Preferred, 7,131,940 shares of Series

4 Preferred, 28,159,681 shares of Series 5 Preferred and 2,781,204 shares of Series 5A Preferred. The percentage approval required was (i) a majority of the outstanding shares of Preferred Stock, voting together as a single class on an as-converted basis, (ii) a majority of the outstanding shares of Common Stock, (iii) a majority of the outstanding shares of Common Stock and Preferred Stock, voting together as a single class on an as-converted basis, (iv) a majority of the outstanding shares of Series 1-A Preferred, Series 1-B Preferred, Series 1-C Preferred, Series 2 Preferred, Series 3 Preferred, Series 4 Preferred, Series 5 Preferred and Series 5A Preferred voting together as a single class on an as-converted basis and (v) a majority of the outstanding shares of Series 5A Preferred. The number of shares approving the amendment equaled or exceeded that required.

[SIGNATURE PAGE FOLLOWS]



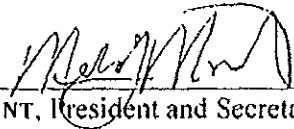
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The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Executed at San Francisco, California on February 18, 2014.



HOSAIN RAHMAN, Chief Executive Officer



MELINDA MOUNT, President and Secretary