

**CERTIFICATE OF INCORPORATION
OF
A10 NETWORKS, INC.**

ARTICLE I

The name of this corporation is A10 Networks, Inc.

ARTICLE II

The address of the corporation's registered office in the State of Delaware is 160 Greentree Drive, Suite 101, City of Dover, County of Kent, 19901. The name of the registered agent at such address is National Registered Agents, Inc.

ARTICLE III

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law, as the same exists or may hereafter be amended from time to time.

ARTICLE IV

The name and mailing address of the incorporator are as follows:

Robert D. Cochran
3 West Plumeria Drive
San Jose, CA 95134

ARTICLE V

A. Authorized Stock. The corporation is authorized to issue a total of three hundred sixty million seven hundred forty-nine thousand nine hundred seventy-five (360,749,975) shares of stock, divided into two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock". The number of shares of Common Stock authorized to be issued is two hundred forty-six million (246,000,000) shares, \$0.00001 par value per share. The number of shares of Preferred Stock authorized to be issued is one hundred fourteen million seven hundred forty-nine thousand nine hundred seventy-five (114,749,975) shares, \$0.00001 par value per share, thirty-three million four hundred twenty-four thousand two hundred two (33,424,202) shares of which are designated as Series A Preferred Stock (the "**Series A Preferred**"), twenty-six million three hundred seven thousand six hundred forty-six (26,307,646) shares of which are designated as Series B Preferred Stock (the "**Series B Preferred**"), fifty-four million nine hundred three thousand one hundred twenty-seven (54,903,127) shares of which are designated as Series C Preferred Stock (the "**Series C Preferred**") and one hundred fifteen thousand (115,000) shares of which are designated as

Series D Preferred Stock (the "**Series D Preferred**"). It is the intention of the corporation that each share of Common Stock and Preferred Stock (and the holder thereof) shall receive the benefit of the rights, preferences and privileges relating to the Conversion Rights set forth in Section 3 of Article III.B. of the Amended and Restated Articles of Incorporation of A10 Networks, Inc., a California corporation and predecessor to the corporation (the "**Predecessor**") (the "**Predecessor Charter**"), and any adjustment thereto, and the redemption rights set forth in Section 6 of Article III.B. of the Predecessor Charter and/or any adjustment or addition of cumulative dividends thereto, which, in each case, shall be carried over of a share of stock of the same class of the Predecessor from the applicable date of issuance of such share by the Predecessor as if such share of Common Stock or Preferred Stock was issued by the corporation (rather than the Predecessor) at such time. As a result, for purposes of Section 3 of Article V.B. and Section 6 of Article V.B. of this Certificate of Incorporation, (i) all references to the corporation shall be deemed to include the Predecessor and (ii) each share of stock issued by the corporation in connection with the exchange and conversion of the shares of the Predecessor's capital stock for shares of the corporation's capital stock pursuant to that certain Agreement and Plan of Merger between the corporation and the Predecessor, dated on or about the date of the filing of this Certificate of Incorporation, shall be deemed to have been issued on the date such share was issued by the Predecessor.

B. Preferred Stock. The rights, powers, preferences, privileges and restrictions granted to and imposed on the Preferred Stock are as follows:

1. Dividend Provisions. The holders of shares of Preferred Stock shall be entitled to receive dividends, *pari passu* to each other, at a rate of \$0.012 per share of Series A Preferred per annum, \$0.0204 per share of Series B Preferred per annum, \$0.029784 per share of Series C Preferred per annum and \$60.00 per share of Series D Preferred per annum (adjusted to reflect stock splits, stock dividends and recapitalizations), each payable out of funds legally available therefor. Such dividends shall not cumulatively accrue and shall be payable only when, as and if declared by the Board of Directors and shall be noncumulative. No dividends (other than those payable solely in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the corporation) shall be payable on any Common Stock of the corporation during any fiscal year of the corporation until dividends in the amount specified above per share (adjusted to reflect stock splits, stock dividends and recapitalizations) on the Series A Preferred, Series B Preferred, Series C Preferred and Series D Preferred shall have been paid or declared and set apart during that fiscal year. No dividend shall be paid on or declared and set apart for the shares of any series of Preferred Stock for any dividend period unless at the same time a like proportionate dividend for the same dividend period, ratably in proportion to the respective annual dividend rates fixed therefor, shall be paid on or declared and set apart for the shares of all other such series of Preferred Stock. After the holders of the Preferred Stock have received their dividend preference as set forth above, any dividends declared by the Board of Directors out of funds legally available therefor shall be shared equally among all outstanding shares on an as-converted basis. All references to currency amounts or other consideration shall be denominated in United States Dollars.

2. Liquidation Preference.

(a) Upon any Liquidity Event (as defined below), each holder of Preferred Stock shall be entitled to be paid, before any distribution or payment is made upon any holders of Common Stock, an amount in cash equal to the greater of:

(i) The sum of

(x) the aggregate Liquidation Preference of all shares of Preferred Stock then held by such holder, plus

(y) an amount equal to a ratable portion of any assets and funds that remain for distribution in respect of Common Stock (and any Preferred Stock entitled to participate as a single class with the holders of Common Stock in such a distribution) after payment in full of all other amounts payable to the holders of Preferred Stock under this Article V other than on an as-if-converted basis as a single class with the Common Stock, which ratable portion shall be determined as if all of such holder's Preferred Stock (and all other shares of Preferred Stock) were converted into Common Stock immediately prior to such Liquidity Event;

provided that in no event shall the amount paid pursuant to this clause (i) be greater than \$0.50 per share of Series A Preferred, \$0.85 per share of Series B Preferred, \$1.241 per share of Series C Preferred, and \$2,500.00 per share of the Series D Preferred; and

(ii) The sum of:

(x) all declared but unpaid dividends on each such share of Preferred Stock then held by such holder, plus

(y) an amount equal to a ratable portion of any assets and funds that remain for distribution in respect of Common Stock (and any Preferred Stock entitled to participate as a single class with the holders of Common Stock in such a distribution) after payment in full of all other amounts payable to the holders of Preferred Stock under this Article V other than on an as-if-converted basis as a single class with the Common Stock, which ratable portion shall be determined as if all of such holder's Preferred Stock (and all other shares of Preferred Stock) were converted into Common Stock immediately prior to such Liquidity Event, in which event such holder of Preferred Stock shall not be entitled to any further payment in respect thereof.

As used herein, "**Liquidation Preference**" means: (w) \$0.20 with respect to each share of Series A Preferred, (x) \$0.34 with respect to each share of Series B Preferred, (y) \$0.4964 with respect to each share of Series C Preferred, and (z) \$1,000 with respect to each share of Series D Preferred, in each case plus all declared but unpaid dividends on each such share of Preferred Stock. If, upon the occurrence of such a Liquidity Event, the assets and funds thus distributed among the holders of the Preferred Stock shall be insufficient to permit the payment to such holders of the full Liquidation Preference, then the entire assets and funds of the corporation legally available for distribution shall be distributed ratably among the holders of the Preferred Stock in proportion to the preferential amount each such holder is entitled to receive with respect to its Preferred Stock pursuant to this Section 2.

(b) After the distributions described in Section 2(a) above have been paid in full, the remaining assets of the corporation available for distribution to stockholders shall be distributed among the holders of Common Stock pro rata based on the number of shares of Common Stock held by each such holder. For the avoidance of doubt, any holder of Preferred Stock electing to convert Preferred Stock into shares of Common Stock prior to the Liquidity Event shall not be entitled to the Liquidation Preference or any other amount otherwise payable under Section 2(a) with respect to such converted Preferred Stock, but shall have only the full rights under this Section 2(b) of a holder of the Common Stock issued upon such conversion.

(c) If a Liquidity Event involves the payment by a successor or purchasing entity to the corporation's stockholders of consideration in whole or in part other than cash, then at the election of the Series D Majority the amounts payable to the holders of the Series D Preferred pursuant to this Section 2 shall be paid in the same form of consideration that is paid to the corporation's other stockholders, and if any of the corporation's other stockholders are given an option as to the form of consideration to be received, then all holders of Series D Preferred shall be given the same option (with it being understood that the value of any such non-cash consideration shall be determined as provided in Section 2(e) of this Article V or, at the election of the Series D Majority, as may be provided in the definitive agreement(s) entered into in connection with any such Liquidity Event).

(d) **"Liquidity Event"** shall mean (i) the acquisition of the corporation by another person by means of any transaction or series of related transactions to which the corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation), other than a transaction or series of related transactions in which the beneficial holders of the voting securities of the corporation outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, as a result of shares in the corporation held by such holders prior to such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the corporation or such other surviving or resulting entity (or if the corporation or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent) following such transaction or series of related transactions, (ii) a sale, lease or other disposition of all or substantially all of the assets of the corporation and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the corporation or (iii) a liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary.

(e) Any securities to be delivered to the holders of the Preferred Stock and/or Common Stock pursuant to Section 2(c) above shall be valued as follows:

(i) If traded on a securities exchange or a quotation system, the value shall be deemed to be the average of the closing prices of the securities on such exchange or quotation system over the 30-day period ending three (3) days prior to the closing of the Liquidity Event;

(ii) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the 30-day period ending three (3) days prior to the closing of the Liquidity Event; and

(iii) If there is no active public market, the value shall be the fair market value thereof at the closing of the Liquidity Event, as determined in good faith jointly by the Series D Majority and the Board of Directors of the corporation (without applying any marketability, minority or other discounts). If such parties are unable to reach agreement within a reasonable period of time, the fair value of such consideration shall be determined jointly by the Series D Majority and the Board of Directors of the corporation based on a recommendation by an independent appraiser (other than one of the "Big Four" accounting firms) experienced in valuing such type of consideration jointly selected by the corporation and the Series D Majority. The fees and expenses of such appraiser shall be borne by the corporation.

(f) In the event of a Liquidity Event, if any portion of the consideration payable to the stockholders of the corporation is placed into escrow and/or is payable to the stockholders of the corporation subject to contingencies, then unless the Series D Majority waives such treatment, the purchase or merger or other agreement effecting such Liquidity Event shall provide that (i) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "**Initial Consideration**") shall be allocated among the holders of capital stock of the corporation as if the Initial Consideration were the only consideration payable in connection with such deemed Liquidity Event and (ii) any additional consideration which becomes payable to the stockholders of the corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the corporation in accordance with Section 2 of this Article V after taking into account the previous payment of the Initial Consideration as part of the same transaction.

3. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "**Conversion Rights**"):

(a) Right to Convert.

(i) Each share of Series A Preferred 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 corporation or any transfer agent for such Series A Preferred, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$0.20 for each share of Series A Preferred by the Conversion Price at the time in effect for such share (adjusted to reflect subsequent stock dividends, stock splits or recapitalizations). The initial Conversion Price for shares of Series A Preferred shall be \$0.20 per share (the "**Series A Conversion Price**"). Each share of Series B Preferred 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 corporation or any transfer agent for such Series B Preferred, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$0.34 for each share of Series B Preferred by the Conversion Price at the time in effect for such share (adjusted to reflect subsequent stock dividends, stock splits or recapitalizations). The initial Conversion Price for shares of Series B Preferred shall be \$0.34 per share (the "**Series B Conversion Price**"). Each share of Series C Preferred 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 corporation or any transfer agent for such Series C Preferred, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$0.4964 for each share of Series C Preferred by the Conversion Price at the time in effect for such share (adjusted to reflect subsequent stock dividends, stock splits or recapitalizations). The initial Conversion Price for shares of Series C Preferred shall be \$0.4964 per share (the "**Series C Conversion Price**"). Each share of Series D Preferred 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 corporation or any transfer agent for such Series D Preferred, into such number (the "**Series D Conversion Ratio**") of fully paid and nonassessable shares of Common Stock as is determined by dividing \$1,000 for each share of Series D Preferred (the "**Series D Purchase Price**") by the Conversion Price at the time in effect for such share (adjusted to reflect subsequent stock dividends, stock splits or recapitalizations). The initial Conversion Price for shares of Series D Preferred shall be \$2.2628 per share (the "**Series D Conversion Price**"). The Series A Conversion Price, Series B Conversion Price, Series C Conversion Price and Series D Conversion Price shall be subject to adjustment as set forth in subsection 3(c).

(ii) Each share of Preferred Stock shall automatically be converted into shares of Common Stock at the then effective Conversion Price upon the consummation of the corporation's sale of its Common Stock in a bona fide, firm commitment underwriting pursuant to a registration statement under the Securities Act of 1933, as amended (the "**Securities Act**"), which results in aggregate gross cash proceeds to the corporation in excess of \$10,000,000 and the public offering price (before deducting commissions, discounts or expenses) of which is not less than \$5.00 per share (adjusted to reflect subsequent stock dividends, stock splits or recapitalizations) ("**Qualified Offering**"). In the event of the automatic conversion of the Preferred Stock upon a Qualified Offering as set forth above, 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 such sale of securities.

(iii) Notwithstanding anything in this section to the contrary, in the event of a Qualified Offering or the corporation's initial sale of its Common Stock in a bona fide, firm commitment underwriting pursuant to a registration statement under the Securities Act in which all of the Series D Preferred are converted to Common Stock (each an "**IPO Preference Triggering Offering**"), each holder of Series D Preferred shall be entitled to receive for each share of Series D Preferred then held by them (in addition to the Common Stock issuable upon the automatic conversion of the Series D Preferred pursuant to subsection 3(a)(ii)) an amount per share equal to the *product* obtained by multiplying:

(A) the Series D Conversion Ratio by

(B) (x) the *product* obtained by multiplying the Series D Conversion Price (as adjusted for stock splits, stock dividends, reclassifications, combinations, reorganizations and the like) by the Series D Multiple (as determined below) *minus* (y) the IPO Price (as defined below), (such payment the "**Series D IPO Preference Payment**").

In no event, however, shall the Series D IPO Preference Payment be (i) less than zero (0) or (ii) greater than the Series D IPO Preference Maximum Payment (as determined below) per share. The Series D IPO Preference Payment shall be payable, at the election of the corporation, in cash, shares of Common Stock (which shall be valued at the IPO Price) or a combination of cash and shares of Common Stock (which shall be valued at the IPO Price).

(iv) **"IPO Price"** shall mean the public offering price per share (before deducting commissions, discounts or expenses) of the IPO Preference Triggering Offering.

(v) The **"Series D Multiple"** shall be determined as follows:

(A) in the event that the consummation of an IPO Preference Triggering Offering occurs on or prior to June 27, 2014, then the Series D Multiple shall be 1.5;

(B) in the event that the consummation of an IPO Preference Triggering Offering occurs after June 27, 2014 but on or prior to June 27, 2015, then the Series D Multiple shall be equal to 1.5 *plus* the *product* of (x) 0.5 and (y) a fraction, the numerator of which is the number of days elapsed between June 27, 2014 and the date of the consummation of the IPO Preference Triggering Offering, and the denominator of which is 365; or

(C) in the event that the consummation of an IPO Preference Triggering Offering occurs on or after June 27, 2015, then the Series D Multiple shall be 2.0.

(vi) The **"Series D IPO Preference Maximum Payment"** shall be equal to the *product* obtained by multiplying:

(A) the Series D Conversion Ratio by

(B) (x) the then-current Series D Conversion Price *minus* (y) \$1.68394 (adjusted to reflect subsequent stock dividends, stock splits or recapitalizations).

(b) **Mechanics of Conversion.** Before any holder of Preferred Stock shall be entitled to convert the same into shares of Common Stock, he shall surrender the certificate or certificates therefor, duly endorsed, at the office of the corporation or of any transfer agent for such stock, and shall give written notice by mail, postage prepaid, to the corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The corporation shall, as soon as practicable thereafter, (i) issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid, (ii) cash in an amount of all declared and unpaid dividends on the shares of Preferred Stock converted and (iii) if applicable, cash as required pursuant to the last sentence of Section 3(g)(i). If the corporation is not permitted under applicable law to pay any portion of any accrued or declared and unpaid dividends on the Preferred Stock being converted, the corporation shall pay such dividends to the converting

holder as soon thereafter as funds of the corporation are legally available for such payment. At the request of any such converting holder, the corporation shall provide such holder with written evidence of its obligation to pay such dividends to such holder. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act, the conversion will be conditioned upon the closing with the underwriter of the sale of securities pursuant to such offering, unless otherwise designated in writing by the holders of such Preferred Stock, in which event the person(s) entitled to receive the Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities.

(c) Conversion Price Adjustments of Preferred Stock. The Conversion Price of the Preferred Stock shall be subject to adjustment from time to time as follows:

(i) (A) If (1) the Predecessor, at any time or from time to time after June 27, 2013 or (2) the corporation, at any time or from time to time after the date of the first issuance of shares of Series D Preferred (either such date, as applicable, the "**Series D Original Issue Date**"), shall issue any Additional Stock (as defined below) without consideration or for a consideration per share less than the Series A Conversion Price with respect to the Series A Preferred, the Series B Conversion Price with respect to the Series B Preferred, the Series C Conversion Price with respect to the Series C Preferred or the Series D Conversion Price with respect to the Series D Preferred, in effect on the date of and immediately prior to the issuance of such Additional Stock, then and in such event, the Series A Conversion Price, the Series B Conversion Price, the Series C Conversion Price or the Series D Conversion Price, as applicable, shall be reduced concurrently with such issuance, to a price determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding and the number of shares of Common Stock issuable upon the conversion of the shares of Preferred Stock outstanding immediately prior to such issuance plus the number of shares of Common Stock which the aggregate consideration received by the corporation for the total number of shares of Additional Stock so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding and the number of shares of Common Stock issuable upon the conversion of the shares of Preferred Stock outstanding immediately prior to such issuance plus the number of such shares of Additional Stock so issued. The "**Effective Price**" of Additional Stock shall mean the quotient determined by dividing the total number of Additional Stock issued or sold, or under subsection 3(c)(i)(E) deemed to have been issued or sold, into the aggregate consideration received or under subsection 3(c)(i)(C) or 3(c)(i)(D) deemed to have been received by the corporation for such Additional Stock. For the purposes of this subsection and subsections (v) and (vi) below, the number of shares of Common Stock outstanding immediately prior to such issue shall be calculated on a fully diluted basis, as if all shares of Preferred Stock and all convertible securities had been fully converted into shares of Common Stock immediately prior to such issuance and any outstanding warrants, options or other rights for the purchase of shares of stock or convertible securities had been fully exercised immediately prior to such issuance (and the resulting securities fully converted into shares of

Common Stock, if so convertible) as of such date, but not including in such calculation any additional shares of Common Stock issuable with respect to shares of Preferred Stock, convertible securities, or outstanding options, warrants or other rights for the purchase of shares of stock or convertible securities, solely as a result of the adjustment of the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price or Series D Conversion Price, as the case may be, (or other conversion ratios) resulting from the issuance of the Additional Stock causing the adjustment in question. Immediately after any Additional Stock is deemed issued, such Additional Stock shall be deemed to be outstanding.

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

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

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

(E) In the case of the issuance, whether before, on or after the Series D Original Issue Date, 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 (which 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 subsections 3(c)(i)(C) and 3(c)(i)(D)), if any, received by the corporation 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 corporation 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 corporation upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 3(c)(i)(C) and 3(c)(i)(D)).

3. In the event of any change in the number of shares of Common Stock deliverable or any increase in the consideration payable to the corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Conversion Price of the Preferred Stock obtained with respect to the adjustment which was made upon the issuance of such options, rights or securities, and any subsequent adjustments based thereon, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

4. Other than issuances made pursuant to Section 3(c)(ii)(B) (for which no adjustment shall be made under this Section 3(c)(i)(E)(4)), upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Preferred Stock obtained with respect to the adjustment which was made upon the issuance of such options, rights or securities or options or rights related to such securities, and any subsequent adjustments based thereon, shall be recomputed to reflect 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. Other than issuances made pursuant to Section 3(c)(ii)(B) (for which no adjustment shall be made under this Section 3(c)(i)(E)(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, 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 shall continue to be deemed to be issued.

5. All Common Stock deemed issued pursuant to this subsection 3(c)(i)(E) shall be considered issued only at the time of its deemed issuance and any actual issuance of such stock shall not be an actual issuance or a deemed issuance of the corporation's Common Stock under the provisions of this Section 3; provided however, that in the case of any options to purchase or rights to subscribe for Common Stock which expire by their terms not more than 30 days after the date of issue thereof (other than issuances made pursuant to Section 3(c)(ii)(B) (for which no adjustment shall be made under Section 3(c)(i)(E)(4))), no adjustment of the Conversion Price shall be made until the expiration or exercise of all such options or rights, whereupon such adjustment shall be made in the same manner provided in subsection (E)(4) above.

(ii) **"Additional Stock"** shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to subsection 3(c)(i)(E)) by the corporation after the Series D Original Issue Date (which, for the avoidance of doubt, as used in this Certificate of Incorporation shall include any shares of common stock issued by the Predecessor after June 27, 2013), other than shares of Common Stock issued or issuable:

(A) pursuant to a transaction described in subsection 3(c)(iii) hereof,

(B) as incentive compensation to employees, consultants or directors of this corporation pursuant to a stock option plan or restricted stock plan approved by the Board of Directors of this corporation, subject to a maximum of 10,557,051 additional shares of Common Stock issued or issuable (determined on a net basis taking into account shares, options or other convertible securities that are forfeited for no consideration or repurchased at the original cost thereof),

(C) to banks, equipment lessors or landlords, provided such issuances are for other than equity financing purposes,

(D) for which adjustment of the Conversion Price is made pursuant to this Section 3,

(E) upon conversion of the Preferred Stock,

(F) pursuant to the payment of the Series D IPO Preference Payment,

(G) pursuant to the acquisition of another entity by the corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided, that such issuances are approved by the Series D Majority,

(H) in connection with any settlement of any action, suit, proceeding or litigation approved by the Series D Majority,

(I) in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Series D Majority,

(J) to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Series D Majority,

(K) in connection with the issuance of the Additional Brocade Stock (as defined below), the Brocade Warrant or the first security convertible into Additional Brocade Stock (other than the Brocade Warrant) or

(L) (i) in a bona fide, firmly underwritten public offering of shares of Common Stock before or in connection with which all outstanding shares of Preferred Stock are converted to Common Stock, or (ii) upon exercise of warrants or rights granted to underwriters in connection with such a public offering, which warrants or rights are unanimously approved by the Board of Directors.

(iii) In the event the corporation should at any time or from time to time after the Series D Original Issue 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 the Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents.

(iv) If the number of shares of Common Stock outstanding at any time after the Series D Original Issue Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for the Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(v) If the corporation, at any time or from time to time after the Series D Original Issue Date, shall issue additional shares of Series D Preferred at the same price that Series D Preferred was issued to the initial holder of the first share of Series D Preferred issued (the "**Additional Brocade Stock**") to Brocade Communications Systems, Inc. or its affiliates (or their designees) (collectively "**Brocade**"), the Series D Conversion Price shall be reduced concurrently with such issuance, to a price equal to the difference of:

(A) The Series D Conversion Price immediately prior to such event, minus

(B) The quotient of (x) the aggregate consideration received by the corporation (which consideration may include, without limitation, cancellation of indebtedness pursuant to the terms of any settlement agreement with Brocade) for the total number of shares of Additional Brocade Stock so issued taking into account the adjustment to the Series D Conversion Price pursuant to this Section 3(c)(v) (the "**Brocade Investment Amount**"), divided by (y) 190,029,098.

It is the intention of the corporation and the holders of the Series D Preferred that the aggregate percentage ownership represented by the Series D Preferred as of each of (i) the Series D Original Issue Date and (ii) September 30, 2013 (the "**Second Series D Issue Date**"), should (all else equal (*i.e.*, assuming no other issuances or repurchases of capital stock of the corporation)) be no less because of the issuance of the Additional Brocade Stock. If, other than the issuance of Additional Brocade Stock in accordance with the terms herein, the corporation issues any other capital stock to Brocade, whether pursuant to (1) issuance of Common Stock or another series of preferred stock of the corporation or (2) warrants or options to acquire capital stock of the corporation, the Series D Conversion Price shall be appropriately reduced to an amount which reflects an underlying common percentage ownership assuming that no such issuances occurred; provided, that, with respect to the first warrant issued to Brocade (the "**Brocade Warrant**"), the capital stock issuable pursuant to the Brocade Warrant shall not be deemed to be issued until such time as the Brocade Warrant becomes exercisable pursuant to its terms. If the corporation issues any other capital stock in an amount up to \$15,000,000 in order to avoid a default under the corporation's credit facilities, whether issued to existing holders of Series D Preferred or not or whether pursuant to (1) issuance of Common Stock or another series of preferred stock of the corporation or (2) warrants or options to acquire capital stock of the corporation, the Series D Conversion Price shall be appropriately reduced to an amount which reflects an underlying common percentage ownership assuming that no such issuances occurred (and other appropriate adjustments to this Certificate of Incorporation shall be made consistent with such adjustment). No adjustment of the Series D Conversion Price for the Series D Preferred Stock shall be made in an amount less than one cent per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to 3 years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of 3 years from the date of the event giving rise to the adjustment being carried forward.

(vi) If the corporation, (a) at any time after the issuance of Additional Brocade Stock, if any is issued, or (b) at any time after the date that is 30 days following June 27, 2013, but in each case on or prior to September 30, 2013, shall repurchase up to an aggregate of \$40,000,000 of shares of Series A Preferred, Series B Preferred or Series C Preferred at a purchase price per share not to exceed the then-current Series D Conversion Price from holders thereof but only in a transaction in which, and only to the extent that, the 2013 Repurchase Shares (as defined below) are repurchased with proceeds from the issuance of additional Series D Preferred after June 27, 2013 (other than the Additional Brocade Stock, if any) in connection with such repurchase (and which Series D Preferred shall be issued prior to the 2013 Repurchase) (the "**2013 Repurchase**"), the Series D Conversion Price shall be increased, concurrently with such repurchase, to a price equal to the quotient of (assuming no other issuances of capital stock since the Second Series D Issue Date other than the Additional Brocade Stock, if any):

(A) The difference of:

(x) the Series D Conversion Price in effect immediately prior to such repurchase multiplied by 190,029,098, minus

(y) the aggregate dollar amount paid to repurchase shares of Preferred Stock in the 2013 Repurchase (the "**2013 Repurchase Dollars**"), divided by

(B) The difference of:

(x) 190,029,098, minus

(y) the aggregate number of shares of Common Stock issuable upon conversion of the shares of Preferred Stock repurchased pursuant to the 2013 Repurchase (the "**2013 Repurchase Shares**").

It is the intention of the corporation and the holders of Series D Preferred that the aggregate percentage ownership represented by the Series D Preferred immediately following the 2013 Repurchase shall not be greater than such aggregate percentage ownership immediately prior to the 2013 Repurchase (all else equal including without taking into account any additional Series D Preferred purchased or otherwise acquired simultaneously with the 2013 Repurchase). No adjustment of the Series D Conversion Price for the Series D Preferred shall be made in an amount less than one cent per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to 3 years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of 3 years from the date of the event giving rise to the adjustment being carried forward.

(vii) The Series D Conversion Price shall be subject to further adjustment but only prior to an IPO if the corporation recognizes revenue (as determined in accordance with generally accepted accounting principles in the United States in effect as of December 31, 2013) of at least \$160,000,000 for its fiscal year ending December 31, 2013, as indicated in its audited financial statements for such fiscal year (such event, the "**Performance Target Achievement**").

Upon the occurrence of the Performance Target Achievement (which event shall not be deemed to occur, if at all, until the issuance by the corporation's independent registered public accounting firm of its report on the corporation's audited financial statements for the fiscal year ending December 31, 2013 consistent with past practice), the Series D Conversion Price shall be increased to a price equal to the quotient of (assuming no other issuances or repurchases of capital stock since the Second Series D Issue Date other than the Additional Brocade Stock and the 2013 Repurchase Shares, if any):

(x) 460,000,000 (x) *minus* the Brocade Investment Amount
(y) *minus* the 2013 Repurchase Dollars, divided by

(y) 190,029,098 *minus* the 2013 Repurchase Shares.

No adjustment of the Series D Conversion Price for the Series D Preferred shall be made in an amount less than one cent per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to 3 years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of 3 years from the date of the event giving rise to the adjustment being carried forward.

(d) Other Distributions. In the event the corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 3(c)(iii), then, in each such case for the purpose of this subsection 3(d), 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 corporation into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the corporation entitled to receive such distribution.

(e) 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 Sections 2 or 3) provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive upon conversion of the Preferred Stock the number of shares of stock or other securities or property of the corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 3 with respect to the rights of the holders of the Preferred Stock after the recapitalization to the end that the provisions of this Section 3 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(f) No Impairment; Governmental Filings. The corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Certificate of Incorporation by the corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 3 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Preferred Stock against impairment. For the avoidance of doubt, the foregoing shall not restrict or limit the corporation from amending this Certificate of Incorporation in accordance with the Delaware General Corporation Law. The corporation shall assist and cooperate with any holder of Preferred Stock required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares of Preferred Stock hereunder (including, without limitation, making any filings required to be made by the corporation).

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

(i) No fractional shares shall be issued upon conversion of the Preferred Stock. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion. In lieu of any fractional share to which any holder would otherwise be entitled upon conversion of some or all of the Preferred Stock owned by such holder, the corporation shall pay cash equal to such fraction multiplied by the fair value thereof as determined in good faith by the Board of Directors.

(ii) Upon the occurrence of each adjustment or readjustment of any Conversion Price of Preferred Stock pursuant to this Section 3, the corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price at the time in effect, 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 a share of Preferred Stock.

(h) 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, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the corporation shall mail to each holder of Preferred Stock, at least 20 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(i) Reservation of Stock Issuable Upon Conversion. The corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the 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 the 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 the Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, the corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes. All shares of Common Stock which are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens, charges and encumbrances.

(j) Notices. Any notice required by the provisions of this Section 3 to be given to the holders of shares of Preferred Stock shall be sent by airmail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the corporation, and shall be deemed given ten (10) days after deposit.

4. Voting Rights.

(a) Each holder of shares of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such Preferred Stock could then be converted (with any fractional share determined on an aggregate conversion basis being rounded to the nearest whole share), and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock (except as otherwise expressly provided herein or as required by law, voting together with holders of

Common Stock, with respect to any question upon which holders of Common Stock have the right to vote), and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the by-laws of the corporation.

(b) The Board of Directors shall consist of six (6) directors. The holders of Series A Preferred, Series B Preferred and Series C Preferred, voting together as a single class on an as-if-converted basis, shall be entitled to elect two (2) directors. The holders of Series D Preferred, voting together as a single class on an as-if-converted basis, shall be entitled to elect one (1) director. The holders of the Common Stock, voting together as a single class, shall be entitled to elect two (2) directors. The holders of Common Stock and Preferred Stock, voting together on an as-if-converted basis, shall be entitled to elect the remaining director.

(c) Vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the certificate of incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected.

5. Protective Provisions.

(a) So long as shares of Preferred Stock are outstanding, the corporation shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least a majority of the then outstanding shares of Preferred Stock, voting together as a separate class on an as-if-converted basis:

(i) amend or repeal any provision of, or add any provision to, the corporation's Certificate of Incorporation if such action would materially and adversely alter or change the rights, preferences or privileges or powers of, or the restrictions provided for the benefit of the Preferred Stock;

(ii) authorize or issue any new class or series of stock having any preference or priority as to dividends or assets superior to or on a parity with any such preference or priority of the Preferred Stock; or

(iii) consummate a Liquidity Event.

(b) So long as shares of Series D Preferred are outstanding, the corporation shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least a majority of the then outstanding shares of Series D Preferred (the "**Series D Majority**"), voting as a separate class:

(i) amend or repeal any provision of, or add any provision to, the corporation's Certificate of Incorporation if such action would adversely alter or change the rights,

preferences or privileges or powers of, or the restrictions provided for the benefit of the Series D Preferred in a manner that affects the Series D Preferred differently from any of the other series of Preferred Stock;

(ii) consummate a Liquidity Event, other than (A) a bona fide, firmly underwritten public offering of shares of Common Stock or (B) a Liquidity Event in which the consideration to be received by the holders of Series D Preferred will (1) be of the same form (or option as to form) of consideration to be received as the holders of Series A Preferred, Series B Preferred and Series C Preferred and (2) include cash and/or freely and immediately tradable securities of a publicly-traded issuer valued at least \$2,000 per share (as adjusted to reflect subsequent stock dividends, stock splits or recapitalizations) (without taking into account the effects of any escrow or hold-back provisions for breaches of representations, warranties, covenants and the like) (any such transaction, a "**Qualifying Sale**");

(iii) enter into, amend, modify or supplement, or waive any provisions of, or permit any of its subsidiaries to enter into, amend, modify or supplement, or waive any provisions of, any agreement, transaction, commitment or arrangement with any officer, director or any holder of five percent (5%) or more of the corporation's outstanding capital stock (or any member of such person's immediate family), unless such transaction is a compensatory arrangement entered into in the ordinary course of business and consistent with past practice;

(iv) authorize or issue any shares of capital stock (including any new class or series of stock) having any preference or priority as to dividends or assets superior to or on a parity with any such preference or priority of the Series A Preferred, Series B Preferred, Series C Preferred or Series D Preferred, including the issuance of any Series D Preferred; *provided, however*, that the restrictions in this Section 5(b)(iv) shall not apply to the issuance of the Additional Brocade Stock (i) on terms no more favorable than the terms provided to the initial holder of the first share of Series D Preferred issued or (ii) pursuant to the Brocade Warrant, in each case so long as the applicable adjustment to the Series D Conversion Price is made pursuant to Section 3(c)(v);

(v) borrow or incur indebtedness for borrowed money (including by assumption or guaranty of indebtedness of any other person) other than pursuant to any definitive written agreement or debt facility in effect on or prior to June 27, 2013 (not taking into account amendments thereto); for the avoidance of any doubt, trade debt, credit card debt, capital leases and other similar debt incurred in the ordinary course of business and consistent with past practice shall not be deemed to be borrowed money for the purposes of this subsection;

(vi) enter into, or permit any of its subsidiaries to enter into, any settlement or similar agreement involving payment by the corporation or its subsidiaries in excess of \$2,000,000 or involving payment by the corporation or its subsidiaries of non-cash consideration;

(vii) acquire, or permit any of its subsidiaries to acquire, any interest in any company or business (whether by a purchase of assets, purchase of stock or other equity interests, merger or otherwise), except any such acquisition where (together with any related acquisitions) the aggregate consideration payable by the corporation and its subsidiaries (including

the assumption of liabilities, whether direct or indirect) does not exceed \$50,000,000, or enter into, or permit any of its subsidiaries to enter into, any joint venture; or

(viii) directly or indirectly:

(A) redeem, repurchase or otherwise reacquire, or permit any of its subsidiaries to redeem, purchase or otherwise reacquire, any of the corporation's or any subsidiary's capital or membership or profits or other ownership interests or other equity securities (including warrants, options and other rights to acquire such capital or membership or profits or other ownership interests or other equity securities), or assign or transfer any rights or options to make any such redemption, repurchase or other reacquisition, or

(B) redeem, repurchase or make any payments with respect to any stock or unit appreciation rights, phantom stock or unit plans or similar rights or plans, or permit any of its subsidiaries to so redeem, repurchase or make such payments, or assign or transfer any rights or options to make such redemption, repurchase or payments,

in each case other than:

(1) repurchases or redemptions of the Series D Preferred in accordance with the terms of Section 6; and

(2) repurchases of capital or membership on profits or other ownership interests from former employees of (or independent contractors to) the corporation or any of its subsidiaries upon termination of employment or other service at a price no greater than the then-current fair market value of such capital, membership on profits or other ownership interests for an aggregate purchase price of no more than \$1,000,000 in any twelve-month period pursuant to (and to the extent permitted by) the provisions of any agreement in effect as of June 27, 2013 or approved after June 27, 2013 by the Board of Directors and, to the extent required otherwise pursuant to this Section 5(b), by the Series D Majority so long as no event of noncompliance or default under any material agreement to which the corporation or any of its subsidiaries is a party or by which it is bound (including this Certificate of Incorporation) is in existence immediately prior to or is otherwise caused by any such repurchase and so long as such right or option to repurchase is not assigned or transferred to any other person.

6. Redemption.

(a) At any time, and from time to time, after June 27, 2019, and at the election of the Series D Majority by written notice to the corporation, the corporation shall redeem, out of funds legally available therefor, subject to the provisions contained herein, all or any portion of the outstanding shares of Series D Preferred (such shares to be redeemed, the "**Redemption Shares**"), on a Redemption Date that shall not be more than thirty (30) days following the receipt of such written notice. The corporation shall redeem the Redemption Shares by paying in cash the aggregate Redemption Price. "**Redemption Price**" shall mean an amount per share equal to the Series D Purchase Price (as adjusted to reflect subsequent stock dividends, stock splits or

recapitalizations), plus a cumulative dividend of six percent (6%) of the Series D Purchase Price, compounded annually.

(b) If the funds of the corporation legally available for redemption of Redemption Shares are insufficient to redeem all Redemption Shares, then (without limiting the corporation's obligation hereunder or curing any failure not to redeem all of the Redemption Shares) those funds that are legally available will be used to redeem the maximum possible number of Redemption Shares ratably among the holders thereof in proportion to the aggregate Redemption Price that each such holder would be entitled to receive pursuant to this Section 6. Each Redemption Share not redeemed as and when required hereunder for any reason shall remain outstanding, be entitled to all the rights and preferences provided herein and, upon redemption, shall entitle the holder of such Redemption Share to an additional payment (the "**Redemption Delay Payment**") equal to the interest that would have accrued on the Redemption Price, since the Redemption Date, at an annual interest rate equal to (x) the "prime rate" on the first business day following the Redemption Date, as published in the money rates section of The Wall Street Journal or any successor publication thereto, plus (y) six percent (6%), provided, that such rate shall not exceed fourteen percent (14%), compounded quarterly on the last day of each calendar quarter. Thereafter, until such time as such Redemption Share is redeemed in accordance with this Section 6, such interest rate shall increase automatically at the end of each succeeding 90 day period by an additional increment of two (2) percentage points (but in no event shall such interest rate exceed fourteen percent (14%). The Redemption Delay Payment shall be fully paid with funds irrevocably set apart for payment thereof in all cases before any dividends may be declared or paid with respect to any shares that are not Redemption Shares. At any time thereafter when additional funds of the corporation are legally available for the redemption of Redemption Shares, such funds will immediately be used to redeem the balance of the Redemption Shares (including the payment of the Redemption Delay Payment on such Redemption Shares) that the corporation has become obliged to redeem on any proposed Redemption Date but that it has not redeemed, ratably among the holders thereof in proportion to the remaining aggregate Redemption Price (Redemption Delay Payments) that each such holder remains entitled to receive. Notwithstanding anything to the contrary contained herein, without the prior written consent of the Series D Majority, the corporation shall not declare or pay any dividends or redeem, repurchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any shares that are not Redemption Shares after the receipt of notice of redemption under this Section 6, or at any other time when the corporation is obligated to make redemption payments under this Section 6, unless and until all amounts required to be paid to the holders of Redemption Shares shall have been paid in full.

(c) Any redemption effected pursuant to Section 6(a) shall be made on a *pro rata* basis among the holders of the Redemption Shares in proportion to the Redemption Shares then held by them.

(d) The "**Redemption Date**" shall mean a date not more than thirty (30) days following receipt of notice from the Series D Majority of their election to redeem the Redemption Shares. Within fifteen (15) days after receipt of a redemption request from the Series D Majority pursuant to Section 6(a) or Section 6(b), written notice shall be mailed, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Redemption Shares to be redeemed, at the address last shown on the

records of the corporation for such holder, notifying such holder of the redemption to be effected, specifying the number and type of shares to be redeemed from such holder, the Redemption Date, the Redemption Price, the place at which payment may be obtained and calling upon such holder to surrender to the corporation, in the manner and at the place designated, the holder's certificate or certificates representing the shares to be redeemed (the "**Redemption Notice**"). Except as provided herein, on or after the Redemption Date, each holder of Redemption Shares to be redeemed shall surrender to this corporation the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(e) From and after the Redemption Date, unless there shall have been a default in payment of the Redemption Price, all rights of the holders of shares of Series D Preferred designated for redemption in the Redemption Notice as holders of Series D Preferred (except the right to receive the Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to the shares designated for redemption on such date, and such shares shall not thereafter be transferred on the books of the corporation or be deemed to be outstanding for any purpose whatsoever.

(f) On or prior to the Redemption Date, the corporation may deposit the Redemption Price of all Redemption Shares in the Redemption Notice and not yet redeemed with a bank or trust corporation having aggregate capital and surplus in excess of \$100,000,000, as a trust fund for the benefit of the respective holders of the Redemption Shares and not yet redeemed, with irrevocable instructions and authority to the bank or trust corporation to pay the Redemption Price for such shares to their respective holders on or after the Redemption Date upon receipt of notification from the corporation that such holder has surrendered a share certificate to the corporation pursuant to Section 6(d). As of the Redemption Date, the deposit of the aggregate Redemption Price shall constitute full payment of the Redemption Shares in the Redemption Notice to their holders, and from and after the Redemption Date the Redemption Shares so called for in the Redemption Notice shall be redeemed and shall be deemed to be no longer outstanding, and the holders thereof shall cease to be stockholders with respect to such shares and shall have no rights with respect thereto except the right to receive from the bank or trust corporation payment of the Redemption Price of the Redemption Shares, without interest, upon surrender of their certificates therefor. Such instructions shall also provide that any monies deposited by the corporation pursuant to this Section 6(f) for the Redemption Shares in the Redemption Notice thereafter converted into shares of the corporation's Common Stock pursuant to Section 3 prior to the Redemption Date shall be returned to the corporation forthwith upon such conversion.

(g) The Redemption Shares shall not be redeemable or otherwise repurchasable by the corporation or any of its subsidiaries, except as set forth in this Section 6 or as otherwise agreed to by the Series D Majority.

7. Status of Converted Stock. In the event any shares of Preferred Stock shall be converted pursuant to Section 3 hereof, the shares so converted shall be retired and canceled and

shall not be reissued by the corporation, and the appropriate filings under Section 243 of the Delaware General Corporation Law shall be made to reduce accordingly the number of shares of Preferred Stock that the corporation is authorized to issue.

8. Consent to Certain Distributions. To the fullest extent permitted by law, in accordance with Section 500 of the California Corporations Code, a distribution can be made without regard to any preferential dividends arrears amount (as defined in Section 500 of the California Corporations Code) or any preferential rights amount (as defined in Section 500 of the California Corporations Code) in connection with (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, (iii) repurchases of Common Stock or Preferred Stock in connection with the settlement of disputes with any stockholder, or (iv) any other repurchase or redemption of Common Stock or Preferred Stock approved by the holders of Preferred Stock of the corporation.

C. Common Stock.

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

2. Liquidation Rights. Upon a Liquidity Event, the assets of the corporation shall be distributed as provided in Section B.2. of this Article V.

3. Redemption. The Common Stock is not redeemable.

4. Voting Rights. The holder of each share of Common Stock shall have the right to one vote, and shall be entitled to notice of any stockholders meeting in accordance with the bylaws of the corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

ARTICLE VI

The corporation is to have perpetual existence.

ARTICLE VII

Elections of directors need not be by written ballot unless the bylaws of the corporation shall so provide.

ARTICLE VIII

Unless otherwise set forth herein, the number of directors that constitute the Board of Directors of the corporation shall be fixed by, or in the manner provided in, the bylaws of the corporation.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the corporation is expressly authorized to adopt, amend or repeal the bylaws of the corporation.

ARTICLE X

A. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended. Neither any amendment nor repeal of this Section A, nor the adoption of any provision of this corporation's Certificate of Incorporation inconsistent with this Section A, shall eliminate or reduce the effect of this Section A, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Section A, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

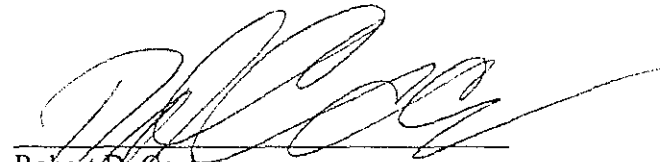
B. The corporation shall have the power to indemnify, to the extent permitted by the Delaware General Corporation Law, as it presently exists or may hereafter be amended from time to time, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding. A right to indemnification or to advancement of expenses arising under a provision of this Certificate of Incorporation or a bylaw of the corporation shall not be eliminated or impaired by an amendment to this Certificate of Incorporation or the bylaws of the corporation after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

ARTICLE XI

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 provision contained in the statutes) outside of 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.

* * *

I, the undersigned, as the sole incorporator of the corporation, have signed this Certificate of Incorporation on December 6, 2013.



Robert D. Cochran,
Incorporator