

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
BREX INC.

Brex Inc., a corporation organized and existing under the laws of the State of Delaware (the “*Corporation*”), certifies that:

1. The name of the Corporation is Brex Inc. The Corporation was originally incorporated under the name of “Veyond Inc” and the Corporation’s original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on January 3, 2017.

2. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, and has been duly approved by the written consent of the stockholders of the Corporation in accordance with Section 228 of the General Corporation Law of the State of Delaware.

3. The text of the Certificate of Incorporation is amended and restated to read as set forth in EXHIBIT A attached hereto.

IN WITNESS WHEREOF, Brex Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by Henrique Dubugras, a duly authorized officer of the Corporation, on November 29, 2021.

/s/ Henrique Dubugras
Henrique Dubugras
Co-Chief Executive Officer

EXHIBIT A

ARTICLE I

The name of the Corporation is Brex Inc.

ARTICLE II

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

ARTICLE III

The address of the Corporation's registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, Delaware 19808, County of New Castle. The name of its registered agent at such address is The Company Corporation.

ARTICLE IV

As of the effective date of this Amended and Restated Certificate of Incorporation (the "**Effective Date**"), the Corporation is authorized to issue three classes of stock to be designated "**Class A Common Stock**," "**Class B Common Stock**," and "**Preferred Stock**." As of the Effective Date, the total number of shares of stock that the Corporation shall have authority to issue is 835,778,643, consisting of 280,000,000 shares of Class A Common Stock, \$0.00001 par value per share, 372,000,000 shares of Class B Common Stock, \$0.00001 par value per share, and 183,778,643 shares of Preferred Stock, \$0.00001 par value per share. The first series of Preferred Stock shall be designated "**SAFE 1 Preferred Stock**" and shall consist of 928,824 shares. The second series of Preferred Stock shall be designated "**SAFE 2 Preferred Stock**" and shall consist of 8,887,506 shares. The third series of Preferred Stock shall be designated "**Series A Preferred Stock**" and shall consist of 38,044,466 shares. The fourth series of Preferred Stock shall be designated "**Series B Preferred Stock**" and shall consist of 42,358,034, shares. The fifth series of Preferred Stock shall be designated "**Series C Preferred Stock**" and shall consist of 34,549,896 shares. The sixth series of Preferred Stock shall be designated "**Series C-1 Preferred Stock**" and shall consist of 1,645,167 shares. The seventh series of Preferred Stock shall be designated "**Series C-2 Preferred Stock**" and shall consist of 26,605,642 shares. The eighth series of Preferred Stock shall be designated "**Series D Preferred Stock**" and shall consist of 21,258,870 shares. The ninth series of Preferred Stock shall be designated "**Series D-2 Preferred Stock**" and shall consist of 9,500,238 shares.

ARTICLE V

Unless otherwise indicated, references to "Sections" in this Article V refer to sections of this Article V. The terms and provisions of the Common Stock and Preferred Stock are as follows:

1. **Definitions.** For purposes of this ARTICLE V, the following definitions shall apply:

(a) "**Board of Directors**" shall mean the board of directors of the Corporation.

(b) "**Class A Stockholder**" shall mean the initial registered holder or Permitted Transferee of any shares of Class A Common Stock that are originally issued by the Corporation as of June 7, 2019.

(c) “**Common Stock**” shall mean collectively, the Class A Common Stock and the Class B Common Stock.

(d) “**Conversion Price**” shall mean (i) \$0.10767 per share for the SAFE 1 Preferred Stock, (ii) \$0.10875 per share for the SAFE 2 Preferred Stock, (iii) \$0.17068 per share for the Series A Preferred Stock, (iv) \$1.11588 per share for the Series B Preferred Stock, (v) \$4.72414 per share for the Series C Preferred Stock, (vi) \$0.32268 per share for the Series C-1 Preferred Stock, (vii) \$10.74427 per share for the Series C-2 Preferred Stock, (viii) \$22.57881 per share for the Series D Preferred Stock and (ix) \$34.73595 per share for the Series D-2 Preferred Stock (in each case for (i)-(ix), subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(e) “**Convertible Securities**” shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock.

(f) “**Corporation**” shall mean Brex Inc.

(g) “**Distribution**” shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of shares of the Corporation by the Corporation or its subsidiaries for cash or property other than: (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries at a price no greater than cost 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 capital stock of the Corporation in connection with the settlement of disputes with any stockholder provided that such repurchases are approved by the Board of Directors, including a majority of the Preferred Directors (as defined below), and (iv) any other repurchase or redemption of capital stock of the Corporation approved by the holders of a majority of the voting power of the Common Stock of the Corporation (voting together as a single class) who are then providing services to the Corporation as officers or employees in good standing and holders of a majority of the voting power of the outstanding shares of Preferred Stock of the Corporation (including the Series C Preferred Approval (as defined below), the Series C-2 Preferred Approval (as defined below), the Series D Preferred Approval (as defined below) and the Series D-2 Preferred Approval (as defined below)), voting as separate classes.

(h) “**Dividend Rate**” shall mean an annual rate of (i) \$0.00862 per share for the SAFE 1 Preferred Stock, (ii) \$0.00870 per share for the SAFE 2 Preferred Stock, (iii) \$0.01366 per share for the Series A Preferred Stock, (iv) \$0.08928 per share for the Series B Preferred Stock, (v) \$0.39465 per share for the Series C Preferred Stock, (vi) \$0.02581 per share for the Series C-1 Preferred Stock, (vii) \$0.85954 per share for the Series C-2 Preferred Stock, (viii) \$1.80631 per share for the Series D Preferred Stock and (ix) \$2.77888 per share for the Series D-2 Preferred Stock (in each case for (i)-(ix), subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(i) “**High Vote Preferred Stock**” shall mean the SAFE 1 Preferred Stock, SAFE 2 Preferred Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series C-1 Preferred Stock.

(j) “**High Vote Stock**” shall mean Class A Common Stock, SAFE 1 Preferred Stock, SAFE 2 Preferred Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series C-1 Preferred Stock.

(k) “**High Vote Stockholder**” shall mean the initial registered holder or Permitted Transferee of any shares of High Vote Stock that are originally issued by the Corporation as of June 7, 2019, regardless of whether such holder owns or acquires shares of any class or series of capital stock of the Corporation other than High Vote Stock.

(l) “**Incapacity**” shall mean that such holder is incapable of managing his or her financial affairs under the criteria set forth in the applicable probate code or that such holder is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can reasonably be expected to result in death within twelve (12) months or which has lasted or can reasonably be expected to last for a continuous period of not less than twelve (12) months as determined by a licensed medical practitioner selected by such holder and reasonably acceptable to the Board of Directors. If such holder is incapable of selecting a licensed medical practitioner, then such holder’s spouse shall make the selection on behalf of such holder, or in the absence or incapacity of such holder’s spouse, such holder’s adult children by majority vote shall make the selection on behalf of such holder, or in the absence of adult children of such holder or their inability to act by majority vote, a natural person then acting as the successor trustee of a revocable living trust which was created by such holder and which holds more shares of all classes of capital stock of the Corporation than any other revocable living trust created by such holder shall make the selection of such holder, or in the absence of any such successor trustee, the legal guardian or conservator or the estate of such holder shall make the selection on behalf of such holder. In the event of a dispute regarding whether a High Vote Stockholder has suffered an Incapacity, no Incapacity of such holder will be deemed to have occurred unless and until an affirmative ruling regarding such Incapacity has been made by a court of competent jurisdiction.

(m) “**Liquidation Preference**” shall mean (i) \$0.10767 per share for the SAFE 1 Preferred Stock, (ii) \$0.10875 per share for the SAFE 2 Preferred Stock, (iii) \$0.17068 per share for the Series A Preferred Stock, (iv) \$1.11588 per share for the Series B Preferred Stock, (v) \$4.93310 per share for the Series C Preferred Stock, (vi) \$0.32268 per share for the Series C-1 Preferred Stock, (vii) \$10.74427 per share for the Series C-2 Preferred Stock, (viii) \$22.57881 per share for the Series D Preferred Stock and (ix) \$34.73595 per share for the Series D-2 Preferred Stock (in each case for (i)-(ix), subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(n) “**Options**” shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(o) “**Original Issue Price**” shall mean (i) \$0.10767 per share for the SAFE 1 Preferred Stock, (ii) \$0.10875 per share for the SAFE 2 Preferred Stock, (iii) \$0.17068 per share for the Series A Preferred Stock, (iv) \$1.11588 per share for the Series B Preferred Stock, (v) \$4.93310 per share for the Series C Preferred Stock, (vi) \$0.32268 per share for the Series C-1 Preferred Stock, (vii) \$10.74427 per share for the Series C-2 Preferred Stock, (viii) \$22.57881 per share for the Series D Preferred Stock and (ix) \$34.73595 per share for the Series D-2 Preferred Stock (in each case for (i)-(ix), subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(p) “**Preferred Stock**” shall mean, collectively, the SAFE 1 Preferred Stock, the SAFE 2 Preferred Stock, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series C-1 Preferred Stock, the Series C-2 Preferred Stock, the Series D Preferred Stock and the Series D-2 Preferred Stock.

(q) “**Recapitalization**” shall mean any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event.

(r) **“Transfer”** of a share of High Vote Stock shall mean any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law. A **“Transfer”** shall also include, without limitation, (i) a transfer of a share of High Vote Stock to a broker or other nominee (regardless of whether or not there is a corresponding change in beneficial ownership) and (ii) the transfer of, or entering into a binding agreement with respect to, Voting Control over a share of High Vote Stock by proxy or otherwise; *provided, however*, that the following shall not be considered a **“Transfer”** within the meaning of this Section 1(r): (1) the grant of a proxy to officers or directors of the Corporation or to other persons approved by the Board of Directors at the request of the Board of Directors in connection with actions to be taken at an annual or special meeting of stockholders or pursuant to an action by stockholder written consent in lieu of a meeting; (2) entering into a support, voting, tender or similar agreement or arrangement (in each case, with or without the grant of a proxy) or consummating the actions or transactions contemplated therein if such agreement or arrangement has been approved by the Board of Directors, including that certain Amended and Restated Voting Agreement with the Corporation and other parties named therein, dated on or about the date of the Initial Closing (as defined in the Series D-2 Purchase Agreement (as defined below)), as may be amended from time to time; (3) the fact that the spouse of any High Vote Stockholder possesses or obtains an interest in such holder’s shares of High Vote Stock arising solely by reason of the application of the community property laws of any jurisdiction, so long as no other event or circumstance shall exist or have occurred that constitutes a **“Transfer”** of such shares of High Vote Stock, *provided, however*, that any transfer pursuant to the operation of such community property laws shall constitute a **“Transfer”**; or (4) any sale, transfer or other disposition of High Vote Stock to (A) a parent, subsidiary or other affiliate of the High Vote Stockholder, (B) any of the High Vote Stockholder’s partners, members or other equity owners, or retired partners, retired members or other equity owners, or to the estate of any of the High Vote Stockholder’s partners, members or other equity owners or retired partners, retired members or other equity owners, or (C) a venture capital fund that is controlled by or under common control with one or more general partners or managing members of, or shares the same management company with, the High Vote Stockholder. **“Transfer”** shall also not include any pledge, transfer or other disposition of Corporation shares or securities by Henrique Dubugras, Pedro Franceschi or Michael Tannenbaum (each, a **“Founder”**) or trust, company or similar affiliated entity controlled by such Founder (each, a **“Founder Entity”**), undertaken in connection with a loan between such Founder or Founder Entity, and the Corporation or, if in connection with (i) the initial listing of the capital stock of the Corporation on the Nasdaq Stock Market, the New York Stock Exchange or another internationally recognized securities exchange approved by the Corporation’s board of directors, including at least one (1) Preferred Director, board of managers, or similar governing body, by means of an effective registration statement filed by the Corporation with the Securities and Exchange Commission (or similar governing body), whether or not with a related underwritten offering of such capital stock, (ii) completion by the Corporation of a transaction or series of related transactions by merger, consolidation, share exchange or otherwise with a publicly traded “special purpose acquisition company” or its subsidiary in which the common stock or share capital of such entity or its successor entity is listed on the Nasdaq Stock Market, the New York Stock Exchange or another internationally recognized securities exchange approved by the Corporation’s board of directors, including at least one (1) Preferred Director, board of managers, or similar governing body, or (iii) otherwise approved by the Board of Directors, a financial institution, bank, organization, or investment firm where such shares are pledged as collateral for such loan that is entered into when such Founder is a service provider to the Corporation as an officer, director, employee or consultant (a **“Founder Loan Transaction”**).

(s) **“Voting Control”** with respect to a share of capital stock or other equity interest, as applicable, shall mean the power (whether exclusive or shared and whether directly or indirectly) to vote or direct the voting of such share or other equity interest, as applicable, by proxy, voting agreement, or otherwise.

2. Dividends.

(a) **Preferred Stock.** In any calendar year, the holders of outstanding shares of Preferred Stock shall be entitled to receive dividends, when, as and if declared by the Board of Directors, out of any assets at the time legally available therefor, at the Dividend Rate specified for such shares of Preferred Stock payable in preference and priority to any declaration or payment of any Distribution on Common Stock of the Corporation in such calendar year. No Distributions shall be made with respect to the Common Stock unless dividends on the Preferred Stock have been declared in accordance with the preferences stated herein and all declared dividends on the Preferred Stock have been paid or set aside for payment to the Preferred Stock holders. The right to receive dividends on shares of Preferred Stock shall not be cumulative, and no right to dividends shall accrue to holders of Preferred Stock by reason of the fact that dividends on said shares are not declared or paid. Payment of any dividends to the holders of Preferred Stock shall be on a *pro rata, pari passu* basis in proportion to the applicable Dividend Rate for each series of Preferred Stock.

(b) **Additional Dividends.** After the payment or setting aside for payment of the dividends described in Section 2(a), any additional dividends (other than dividends on Common Stock payable solely in Common Stock) set aside or paid in any fiscal year shall be set aside or paid among the holders of the Preferred Stock and Common Stock then outstanding in proportion to the greatest whole number of shares of Common Stock which would be held by each such holder if all shares of Preferred Stock were converted at the then-effective applicable Conversion Rate (as defined in Section 4).

(c) **Non-Cash Distributions.** Whenever a Distribution provided for in this Section 2 shall be payable in property other than cash, the value of such Distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board of Directors.

(d) **Consent to Certain Distributions.** 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 at a price no greater than cost 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 provided that such repurchases are approved by the Board of Directors, including a majority of the Preferred Directors (as defined below), or (iv) any other repurchase or redemption of Common Stock or Preferred Stock approved by the holders of at least a majority of the voting power of the then outstanding shares of Preferred Stock of the Corporation voting together on an as-converted basis.

(e) **Waiver of Dividends.** Any dividend preference of any series of Preferred Stock may be waived, in whole or in part, by the consent or vote of the holders of the majority of the voting power of the outstanding shares of the Preferred Stock (voting together as a single class on an as-converted basis), *provided, however*, that if such waiver is disproportionate with respect to the Series D-2 Preferred Stock (compared to one or more other series of Preferred Stock), such waiver shall also require the consent of the holders of at least a majority of the outstanding shares of Series D-2 Preferred Stock voting as a separate class (the “**Series D-2 Preferred Approval**”), if such waiver is disproportionate with respect to the Series D Preferred Stock (compared to one or more other series of Preferred Stock), such waiver shall also require the consent of the holders of at least a majority of the outstanding shares of Series D Preferred Stock voting as a separate class (the “**Series D Preferred Approval**”), if such waiver is disproportionate with respect to the Series C-2 Preferred Stock (compared to one or more other series of Preferred Stock), such waiver shall

also require the Series C-2 Preferred Approval (as defined below), if such waiver is disproportionate with respect to the Series C-1 Preferred Stock or Series C Preferred Stock (as compared to one or more other series of Preferred Stock), such waiver shall also require the Series C Preferred Approval (as defined below), if such waiver is disproportionate with respect to the Series B Preferred Stock (compared to one or more other series of Preferred Stock), such waiver shall also require the Series B Preferred Approval (as defined below), and if such waiver is disproportionate with respect to the Series A Preferred Stock (compared to one or more other series of Preferred Stock), such waiver shall also require the Series A Preferred Approval (as defined below).

3. **Liquidation Rights.**

(a) **Liquidation Preference.** In the event of any liquidation, dissolution or winding up of the Corporation (a “**Deemed Liquidation Event**”) either voluntary or involuntary, the holders of the Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Common Stock by reason of their ownership of such stock, an amount per share for each share of Preferred Stock held by them equal to the greater of (i) the sum of (A) the applicable Liquidation Preference specified for such share of Preferred Stock and (B) all declared but unpaid dividends (if any) on such share of Preferred Stock or (ii) such amount for such share as would have been payable had all shares of such series of Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such Deemed Liquidation Event. If upon the Deemed Liquidation Event, the assets of the Corporation legally available for distribution to the holders of the Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section 3(a), then the entire assets of the Corporation legally available for distribution shall be distributed with equal priority and *pro rata* among the holders of the Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(a).

(b) **Remaining Assets.** After the payment or setting aside for payment to the holders of Preferred Stock of the full amounts specified in Section 3(a), the entire remaining assets of the Corporation legally available for distribution shall be distributed *pro rata* to holders of the Common Stock of the Corporation in proportion to the number of shares of Common Stock held by them.

(c) **Shares not Treated as Both Preferred Stock and Common Stock in any Distribution.** Shares of Preferred Stock shall not be entitled to be converted into shares of Common Stock in order to participate in any Distribution, or series of Distributions, as shares of Common Stock, without first forgoing participation in the Distribution, or series of Distributions, as shares of Preferred Stock.

(d) **Reorganization.** For purposes of this Section 3, a Deemed Liquidation Event shall be deemed to be occasioned by, or to include, (i) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than (w) a transaction or series of related transactions in which the 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, 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), (x) a pledge, transfer or other disposition of Corporation shares or securities in connection with a Founder Loan Transaction, (y) a merger effected exclusively to change the domicile of the Corporation, or (z) a sale of stock for capital raising purposes in which the Corporation is the surviving corporation; (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; (iii) the sale, grant of an exclusive license or transfer of all or substantially all of the intellectual property of the Corporation; or (iv) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary. The treatment of any transaction or series of related transactions as a liquidation, dissolution or winding up pursuant to clause (i), (ii) or (iii) of the preceding sentence may be waived by the consent or vote of a majority of the voting power of the outstanding shares of Preferred Stock (voting together as a single class on an as-converted basis), *provided*, that any such waiver with respect to the Series D-2 Preferred Stock shall also require the consent of the holders of at least sixty-seven percent (67%) of the outstanding shares of Series D-2 Preferred Stock voting as a separate class (the “**Series D-2 Preferred Supermajority Approval**”), any such waiver with respect to the Series D Preferred Stock shall also require the consent of the holders of at least seventy-eight percent (78%) of the outstanding shares of Series D Preferred Stock voting as a separate class (the “**Series D Preferred Supermajority Approval**”), any such waiver with respect to the Series C-2 Preferred Stock shall also require the consent of the holders of a majority of the outstanding shares of Series C-2 Preferred Stock voting as a separate class (the “**Series C-2 Preferred Approval**”), any such waiver with respect to the Series C Preferred Stock or Series C-1 Preferred Stock shall also require the consent of the holders of a majority of the voting power of the outstanding shares of Series C Preferred Stock and Series C-1 Preferred Stock, voting together as a single class on an as-converted basis (the “**Series C Preferred Approval**”), any such waiver with respect to the Series B Preferred Stock shall also require the consent of the holders of a majority of the voting power of the outstanding shares of Series B Preferred Stock voting as a separate class (the “**Series B Preferred Approval**”), and any such waiver with respect to the Series A Preferred Stock shall also require the consent of the holders of a majority of the voting power of the outstanding shares of Series A Preferred Stock voting as a separate class (the “**Series A Preferred Approval**”).

(e) ***Amount Deemed Paid or Distributed; Valuation of Non-Cash Consideration.***

The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any Deemed Liquidation Event shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. If any assets of the Corporation distributed to stockholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors, *except that* any publicly-traded securities to be distributed to stockholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows:

(i) if the securities are then traded on a national securities exchange, then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange over the ten (10) trading day period ending five (5) trading days prior to the Distribution; or

(ii) if the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the Distribution.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such transaction closes.

For the purposes of this subsection 3(e), “**trading day**” shall mean any day which the exchange or system on which the securities to be distributed are traded is open and “**closing prices**” or “**closing bid prices**” shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or a Nasdaq market, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times

generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

The foregoing methods for valuing non-cash consideration shall, upon approval by the stockholders, including a majority of the voting power of the outstanding shares of Preferred Stock (voting together as a single class on an as-converted basis), of the definitive agreement(s) governing such Deemed Liquidation Event, be superseded by any determination of such value set forth in the definitive agreement(s) governing such Deemed Liquidation Event.

4. **Conversion.** The holders of the Preferred Stock shall have conversion rights as follows:

(a) ***Right to Convert.***

(i) Each share of Preferred Stock, other than Series C-2 Preferred Stock, the Series D Preferred Stock and Series D-2 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 Corporation or any transfer agent for the Preferred Stock, into that number of fully-paid, nonassessable shares of either Class A Common Stock or Class B Common Stock, determined by dividing the applicable Original Issue Price for the relevant series of Preferred Stock by the applicable Conversion Price for such series (the number of shares of Class A Common Stock or Class B Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the “***Preferred Conversion Rate***” for each such series).

(ii) Each share of Series C-2 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 Corporation or any transfer agent for the Series C-2 Preferred Stock, into that number of fully-paid, nonassessable shares of Class B Common Stock determined by dividing the Original Issue Price for the Series C-2 Preferred Stock by the Conversion Price for the Series C-2 Preferred Stock (the number of shares of Class B Common Stock into which each share of Series C-2 Preferred Stock may be converted is hereinafter referred to as the “***Series C-2 Conversion Rate***”).

(iii) Each share of Series D 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 Corporation or any transfer agent for the Series D Preferred Stock, into that number of fully-paid, nonassessable shares of Class B Common Stock determined by dividing the Original Issue Price for the Series D Preferred Stock by the Conversion Price for the Series D Preferred Stock (the number of shares of Class B Common Stock into which each share of Series D Preferred Stock may be converted is hereinafter referred to as the “***Series D Conversion Rate***”).

(iv) Each share of Series D-2 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 Corporation or any transfer agent for the Series D-2 Preferred Stock, into that number of fully-paid, nonassessable shares of Class B Common Stock determined by dividing the Original Issue Price for the Series D-2 Preferred Stock by the Conversion Price for the Series D-2 Preferred Stock (the number of shares of Class B Common Stock into which each share of Series D-2 Preferred Stock may be converted is hereinafter referred to as the “***Series D-2 Conversion Rate***,” and together with the Preferred Conversion Rate, the Series C-2 Conversion Rate and the Series D Conversion Rate, the “***Conversion Rate***” for each applicable series of Preferred Stock).

(v) Upon any decrease or increase in the Conversion Price for any series of Preferred Stock, as described in this Section 4, the Conversion Rate for such series shall be appropriately increased or decreased.

(b) **Automatic Conversion.** Each share of Preferred Stock, other than Series C-2 Preferred Stock, Series D Preferred Stock and Series D-2 Preferred Stock, shall automatically be converted into fully-paid, non-assessable shares of Class A Common Stock at the then effective applicable Conversion Rate for such share, and each share of Series C-2 Preferred Stock, Series D Preferred Stock and Series D-2 Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Class B Common Stock at the then effective Conversion Rate for such share (i) immediately prior to (x) the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed by the Corporation with the Securities and Exchange Commission (or similar governing body), *provided* that the public offering price is not less than \$10.74427 per share (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like) and the aggregate gross proceeds to the Corporation are not less than \$100,000,000 (a “**Qualified IPO**”) or (y) the closing of any other firm commitment underwritten initial public offering pursuant to an effective registration statement filed by the Corporation with the Securities and Exchange Commission (or similar governing body) approved the holders of two-thirds of the total voting power of the then outstanding shares of Preferred Stock (a “**Non-Qualified IPO**”) and in connection with such offering the Common Stock (or such other equity securities) are listed for trading on the Nasdaq Stock Market, the New York Stock Exchange or another exchange or marketplace approved by the Board of Directors, including at least one (1) Preferred Director; (ii) immediately prior to the effectiveness of the registration statement in connection with the initial listing of the Common Stock (or other equity securities of the Corporation) on the Nasdaq Stock Market, the New York Stock Exchange or another exchange or marketplace approved by the Board of Directors, including at least one (1) Preferred Director, by means of (x) an effective registration statement on Form S-1 filed by the Corporation with the Securities and Exchange Commission, *provided* that the reference price is not less than \$10.74427 per share (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like) (a “**Qualified Direct Listing**”) or (y) any other effective registration statement on Form S-1 filed by the Corporation with the Securities and Exchange Commission approved the holders of two-thirds of the total voting power of the then outstanding shares of Preferred Stock (a “**Non-Qualified Direct Listing**”); (iii) immediately prior to the consummation of a transaction or series of related transactions by merger, consolidation, share exchange or otherwise of the Corporation with a publicly traded “special purpose acquisition company” or its subsidiary (collectively, a “**SPAC**”), immediately following the consummation of which the Company’s stockholders hold shares of the Corporation or the surviving entity which are (in either case) listed on the Nasdaq Stock Market, the New York Stock Exchange or another exchange or marketplace approved by the Board of Directors, including at least one (1) Preferred Director, *provided* that (x) the applicable surviving entity acquires at least \$100,000,000 in cash as a result of such transaction or series of related transactions (after giving effect to any private placement of the securities of the publicly listed entity and any redemptions of securities effectuated as a result of or otherwise in connection with such transaction or series of related transactions) (a “**Qualified SPAC Transaction**”) or (y) any other transaction or series of related transactions by merger, consolidation, share exchange or otherwise of the Corporation with a SPAC approved the holders of two-thirds of the total voting power of the then outstanding shares of Preferred Stock (a “**Non-Qualified SPAC**”); and (iv) upon the receipt by the Corporation of a written request for such conversion from the holders of two-thirds of the voting power of the then outstanding Preferred Stock (voting together as a single class on an as-converted basis), including the Series D-2 Preferred Supermajority Approval, the Series D Preferred Supermajority Approval, the Series C-2 Preferred Approval, the Series C Preferred Approval, the Series B Preferred Approval, and the Series A Preferred Approval, the date and time, or the occurrence of an event, authorized (by vote or written consent) (any of (i), (ii), (iii) or (iv), the “**Automatic Conversion Event**”), *provided, however,* with respect to an automatic conversion pursuant to Subsection 4(b)(iv), other than in connection with a non-Qualified IPO, a Non-Qualified Direct Listing, or a Non-Qualified SPAC Transaction, the Series

D-2 Preferred Stock shall not automatically convert into shares of Class B Common Stock without the Series D-2 Preferred Supermajority Approval, the Series D Preferred Stock shall not automatically convert into shares of Class B Common Stock without the Series D Preferred Supermajority Approval in connection with any Deemed Liquidation Event, the Series C-2 Preferred Stock shall not automatically convert into shares of Class B Common Stock without the Series C-2 Preferred Approval, the Series C-1 Preferred Stock and Series C Preferred Stock shall not automatically convert into shares of Class A Common Stock without the Series C Preferred Approval, the Series B Preferred Stock shall not automatically convert into shares of Class A Common Stock without the Series B Preferred Approval, and the Series A Preferred Stock shall not automatically convert into shares of Class A Common Stock without the Series A Preferred Approval. For the avoidance of doubt, the aforementioned series-specific approvals shall not be required in connection with a Non-Qualified IPO, a Non-Qualified Direct Listing, or a Non-Qualified SPAC Transaction. Such automatically converted shares of Preferred Stock may not be reissued by the Corporation. For the avoidance of doubt, upon automatic conversion of all outstanding shares of Preferred Stock into shares of Common Stock immediately prior to a SPAC Transaction pursuant to clause (iii) of the first sentence of this Section 4(b), all rights of the Preferred Stock under Section 3 with respect to preferential payments (or any other payments that may otherwise differ from distributions to Common Stock) will terminate, and no such rights shall apply with respect to the SPAC Transaction.

(c) ***Mechanics of Conversion.*** No fractional shares of Class A Common Stock or Class B Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Class A Common Stock or Class B Common Stock, as applicable, as determined in good faith by the Board of Directors. For such purpose, all shares of Preferred Stock held by each holder of Preferred Stock shall be aggregated, and any resulting fractional share of Class A Common Stock or Class B Common Stock, as applicable, shall be paid in cash. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Class A Common Stock or Class B Common Stock, as applicable, and to receive certificates therefor, the holder shall either (i) surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock or (ii) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at such office that the holder elects to convert the same, such notice to specify the number of shares of Preferred Stock such holder elects to convert (if such holder is not electing to convert all shares of Preferred Stock that such holder owns) and, as applicable, whether such holder elects to convert such shares into Class A Common Stock or Class B Common Stock; *provided, however*, that on the date of an Automatic Conversion Event, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Class A Common Stock or Class B Common Stock, as applicable, issuable upon such Automatic Conversion Event unless either the certificates evidencing such shares of Preferred Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the occurrence of an Automatic Conversion Event, each holder of record of shares of Preferred Stock shall be deemed to be the holder of record of the Class A Common Stock or Class B Common Stock, as applicable, issuable upon such conversion, notwithstanding that the certificates representing such shares of Preferred Stock shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Preferred Stock, or that the certificates evidencing such shares of Class A Common Stock or Class B Common Stock, as applicable, shall not then be actually delivered to such holder.

The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Preferred Stock, a certificate or certificates for the number of shares of Class A Common Stock or Class B Common Stock, as applicable, to which the holder shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Class A Common Stock or Class B Common Stock, as applicable, plus any declared and unpaid dividends on the converted 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 shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Class A Common Stock or Class B Common Stock, as applicable, issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock or Class B Common Stock, on such date; *provided, however*, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a merger, sale, financing, or liquidation of the Corporation or other event, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of such transaction or upon the occurrence of such event, in which case the person(s) entitled to receive the Class A Common Stock or Class B Common Stock, as applicable, 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 transaction or the occurrence of such event.

(d) *Adjustments to Conversion Price for Diluting Issues.*

(i) ***Special Definition.*** For purposes of this paragraph 4(d), “***Additional Shares of Common***” shall mean all shares of Class A Common Stock or Class B Common Stock issued (or, pursuant to paragraph 4(d)(iii), deemed to be issued) by the Corporation after the filing of this Amended and Restated Certificate of Incorporation, other than issuances or deemed issuances of:

(1) shares of Class A Common Stock or Class B Common Stock actually issued upon the actual conversion of the Preferred Stock or Class A Common Stock;

(2) shares of Common Stock and options, warrants or other rights to purchase Common Stock issued or issuable to employees, officers or directors of, or consultants or advisors to the Corporation or any subsidiary pursuant to stock grants, restricted stock purchase agreements, option plans, purchase plans, incentive programs or similar arrangements approved by the Board of Directors, and for any plans amended or approved subsequent to the filing of this Amended and Restated Certificate of Incorporation, at least one Preferred Director, *provided*, that such consent will not be required as to any increase in Common Stock reserved pursuant to an option plan in connection with the issuance of Preferred Stock in a bona fide capital raise led by a venture capital or institutional investor;

(3) shares of Common Stock actually issued upon the exercise or conversion of Options or Convertible Securities outstanding as of the Original Issue Date;

(4) shares of Common Stock issued or issuable as a dividend or distribution on Preferred Stock or pursuant to any event for which adjustment is made pursuant to paragraph 4(e), 4(f) or 4(g) hereof;

(5) shares of Common Stock issued or issuable in a Qualified IPO;

(6) shares of Common Stock issued or issuable pursuant to the acquisition of another corporation 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 Board of Directors, including a majority of the Preferred Directors;

(7) shares of Common Stock issued or issuable in connection with strategic transactions entered into primarily for non-equity financing purposes that are approved by the Board of Directors, including a majority of the Preferred Directors;

(8) shares of Common Stock issued or issuable to banks, equipment lessors, real property lessors, financial institutions or other persons engaged in the business of making loans pursuant to a debt financing, commercial leasing or real property leasing transaction approved by the Board of Directors, including a majority of the Preferred Directors;

(9) shares of Common Stock issued or issuable in connection with any settlement of any action, suit, proceeding or litigation approved by the Board of Directors, including a majority of the Preferred Directors;

(10) shares of Common Stock issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board of Directors, including a majority of the Preferred Directors;

(11) shares of Common Stock issued or issuable to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board of Directors, including a majority of the Preferred Directors;

(12) shares of Common Stock which are otherwise excluded by the affirmative vote or consent of the holders of a majority of the voting power of the shares of Preferred Stock (voting together as a single class on an as-converted basis) then outstanding, provided that the foregoing exclusion shall not be effective with respect to the rights of the Series D-2 Preferred Stock without the Series D-2 Preferred Supermajority Approval, with respect to the rights of the Series D Preferred Stock without the Series D Preferred Approval, or with respect to the rights of the Series C-2 Preferred Stock without the Series C-2 Preferred Approval, or with respect to the rights of the Series C-1 Preferred Stock or Series C Preferred Stock without the Series C Preferred Approval, or with respect to the rights of the Series B Preferred Stock without the Series B Preferred Approval, or with respect to the rights of the Series A Preferred Stock without the Series A Preferred Approval; and

(13) shares of Series D Preferred Stock sold pursuant to that certain Series D Preferred Stock Purchase Agreement, dated on or around April 6, 2021;

(14) shares of Series D-2 Preferred Stock sold pursuant to that certain Series D-2 Preferred Stock Purchase Agreement, dated on or around November 16, 2021 (as may be amended and/or restated from time to time, the “**Series D-2 Purchase Agreement**”); and

(15) any right, option or warrant to acquire any security convertible into Common Stock excluded from the definition of Additional Shares of Common pursuant to Sections (1) through (14) above which are approved by the Board of Directors, including, if required under the applicable Section (1) through (14) above, a majority of the Preferred Directors or at least one of the Preferred Directors, as applicable, and the holders of a majority of the voting power of the Series C Preferred Stock, the holders of a majority of the voting power of the Series C-2 Preferred Stock, the Series D Preferred Approval and the Series D-2 Preferred Supermajority Approval (voting as separate classes and on an as-converted basis).

(ii) **No Adjustment of Conversion Price.** No adjustment in the applicable Conversion Price of a particular series of Preferred Stock shall be made in respect of the issuance of

Additional Shares of Common unless the consideration per share (as determined pursuant to paragraph 4(d)(v)) for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the applicable Conversion Price in effect on the date of, and immediately prior to such issue, for such series of Preferred Stock.

(iii) ***Deemed Issue of Additional Shares of Common.*** In the event the Corporation at any time or from time to time after the Effective Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities or, in the case of Options for Convertible Securities, the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to have been issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, *provided* that in any such case in which shares are deemed to be issued:

(1) no further adjustment in the applicable Conversion Price of any series of Preferred Stock shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock in connection with the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation or in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof (other than a change pursuant to the anti-dilution provisions of such Options or Convertible Securities such as this Section 4(d) or pursuant to Recapitalization provisions of such Options or Convertible Securities such as Sections 4(e), 4(f) and 4(g) hereof), the applicable Conversion Price of each series of Preferred Stock and any subsequent adjustments based thereon shall be recomputed to reflect such change as if such change had been in effect as of the original issue thereof (or upon the occurrence of the record date with respect thereto);

(3) no readjustment pursuant to clause (2) above shall have the effect of increasing the applicable Conversion Price of any series of Preferred Stock to an amount above the applicable Conversion Price that would have resulted from any other issuances of Additional Shares of Common and any other adjustments provided for herein between the original adjustment date and such readjustment date;

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

(a) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of such exercised Options plus the consideration actually received by the Corporation upon such exercise or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(b) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common deemed to have been then issued was the consideration actually received by the Corporation for the issue of such exercised Options, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 4(d)(v)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(5) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the applicable Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the applicable Conversion Price shall be adjusted pursuant to this paragraph 4(d)(iii) as of the actual date of their issuance.

(iv) **Adjustment of Conversion Price Upon Issuance of Additional Shares of Common.** In the event this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to paragraph 4(d)(iii)) without consideration or for a consideration per share less than the applicable Conversion Price of a series Preferred Stock in effect on the date of and immediately prior to such issue, then, the applicable Conversion Price of the affected series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. Notwithstanding the foregoing, the applicable Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate. For the purposes of this subsection 4(d)(iv), all shares of Class A Common Stock or Class B Common Stock, as applicable, issuable upon conversion of all outstanding shares of Preferred Stock and Class A Common Stock and the exercise and/or conversion of any other outstanding Convertible Securities and all outstanding Options shall be deemed to be outstanding.

(v) **Determination of Consideration.** For purposes of this subsection 4(d), the consideration received by the Corporation for the issue (or deemed issue) of any Additional Shares of Common shall be computed as follows:

(1) **Cash and Property.** Such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with such issuance;

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

(c) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration which covers

both, be the proportion of such consideration so received, computed as provided in clauses (a) and (b) above, as reasonably determined in good faith by the Board of Directors.

(2) ***Options and Convertible Securities.*** The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to paragraph 4(d)(iii) shall be determined by dividing

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

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

(e) ***Adjustments for Subdivisions or Combinations of Common Stock.*** In the event the outstanding shares of Common Stock, or either class thereof, shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the applicable Conversion Price of each series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock, or either class thereof, shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the applicable Conversion Prices in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(f) ***Adjustments for Subdivisions or Combinations of Preferred Stock.*** In the event the outstanding shares of Preferred Stock, or any series of Preferred Stock, shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, the applicable Dividend Rate, applicable Original Issue Price and applicable Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Preferred Stock or series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, the applicable Dividend Rate, applicable Original Issue Price and applicable Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(g) ***Adjustments for Reclassification, Exchange and Substitution.*** Subject to Section 3 (“***Liquidation Rights*”**), if the Common Stock issuable upon conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then, in any such event, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive each holder of such Preferred Stock shall have the right thereafter to convert such shares of Preferred Stock into a number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of such Preferred Stock immediately before that change would have been entitled to receive in such

reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(h) ***Certificate as to Adjustments.*** Upon the occurrence of each adjustment or readjustment of the applicable Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof 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 (i) such adjustments and readjustments, (ii) the applicable Conversion Price at the time in effect and (iii) 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 Preferred Stock.

(i) ***Waiver of Adjustment of Conversion Price.*** Notwithstanding anything herein to the contrary, any downward adjustment of the applicable Conversion Price of the Preferred Stock may be waived by the consent or vote of the holders of a majority of the voting power of the outstanding shares of Preferred Stock (voting together as a single class on an as-converted basis and not as separate series) either before or after the issuance causing the adjustment, *provided*, that any waiver with respect to the Series D-2 Preferred Stock shall require the Series D-2 Preferred Supermajority Approval, any waiver with respect to the Series D Preferred Stock shall require the Series D Preferred Approval, any waiver with respect to the Series C-2 Preferred Stock shall require the Series C-2 Preferred Approval, any waiver with respect to the Series C-1 Preferred Stock or Series C Preferred Stock shall require the Series C Preferred Approval, any waiver with respect to the Series B Preferred Stock shall require the Series B Preferred Approval and any waiver with respect to the Series A Preferred Stock shall require the Series A Preferred Approval. Any such waiver shall bind all future holders of shares of such series of Preferred Stock.

(j) ***Notices of Record Date.*** In the event that this Corporation shall propose at any time:

(i) to declare any Distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or

(iii) to voluntarily liquidate or dissolve or to enter into any transaction deemed to be a Deemed Liquidation Event pursuant to Section 3(d);

then, in connection with each such event, this Corporation shall send to the holders of the Preferred Stock at least 10 days' prior written notice of the date on which a record shall be taken for such Distribution (and specifying the date on which the holders of Common Stock shall be entitled thereto and, if applicable, the amount and character of such Distribution) or for determining rights to vote in respect of the matters referred to in (ii) and (iii) above.

Such written notice shall be given by first class mail (or express courier), postage prepaid, addressed to the holders of Preferred Stock at the address for each such holder as shown on the books of the Corporation and shall be deemed given on the date such notice is mailed.

The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the consent or vote of the holders of a majority of the voting power of the outstanding shares of Preferred Stock (voting together as a single class on an as-converted basis).

(k) **Reissuance of Preferred Stock.** In the event that any shares of Preferred Stock shall be converted pursuant to this Section 4 or otherwise repurchased or reacquired by the Corporation, the shares so converted or repurchased shall be cancelled and shall not be issuable by this Corporation.

(l) **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 and type of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then 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, 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 the appropriate type or types of Common Stock to such number of shares as shall be sufficient for such purpose.

5. **Conversion of High Vote Stock.**

(a) **Voluntary Conversion.** Each one (1) share of High Vote Stock shall be convertible into, in the case of Class A Common Stock, one (1) fully paid and nonassessable share of Class B Common Stock, or in the case of High Vote Preferred Stock, into a number of fully paid and nonassessable shares of Class B Common Stock based on the applicable Conversion Rate, at the option of the holder thereof at any time upon written notice to the Corporation or, if the Corporation has a transfer agent, to the transfer agent of the Corporation or upon the time, or the happening of an event, specified in such notice.

(b) **Automatic Conversion Upon Transfer.** Shares of High Vote Stock shall automatically, without any further action, convert into, in the case of Class A Common Stock, an equal number of fully paid and nonassessable shares of Class B Common Stock, or in the case of High Vote Preferred Stock, a number of fully paid and nonassessable shares of Class B Common Stock based on the applicable Conversion Rate, upon a Transfer of such shares; *provided, however*, that no such automatic conversion shall occur in the case of (x) a Transfer of High Vote Stock by a High Vote Stockholder or such High Vote Stockholder's Permitted Transferees (as defined below) to another High Vote Stockholder or such High Vote Stockholder's Permitted Transferees, (y) a Transfer of High Vote Stock by a High Vote Stockholder, to any of the persons or entities listed in clauses (i) through (v) below or (z) pledge, transfer or other disposition of Corporation shares or securities to any party in connection with a Founder Loan Transaction (each, a "**Permitted Transferee**" and such Transfer, a "**Permitted Transfer**"), and from any such Permitted Transferee back to such High Vote Stockholder and/or any other Permitted Transferee of such original High Vote Stockholder established by or for such High Vote Stockholder or to the Corporation:

(i) a trust for the benefit of (a) such High Vote Stockholder or (b) persons other than the High Vote Stockholder so long as, in the case of clause (b), the High Vote Stockholder has sole dispositive power and exclusive Voting Control with respect to the shares of High Vote Stock held by such trust; *provided* such Transfer does not involve any payment of cash, securities, property or other consideration (other than an interest in such trust) to the High Vote Stockholder and, *provided, further*, that in the case of clause (b), in the event such High Vote Stockholder no longer has sole dispositive power and exclusive Voting Control with respect to the shares of High Vote Stock held by such trust, each share of High Vote Stock then held by such trust shall automatically convert into, in the case of Class A Common Stock, one (1) fully paid and nonassessable share of Class B Common Stock, or in the case of High Vote Preferred Stock, into a number of fully paid and nonassessable shares of Class B Common Stock based on the applicable Conversion Rate;

(ii) a trust under the terms of which such High Vote Stockholder has retained a "qualified interest" within the meaning of Section 2702(b)(1) of the Internal Revenue Code and/or a

reversionary interest so long as the High Vote Stockholder has sole dispositive power and exclusive Voting Control with respect to the shares of High Vote Stock held by such trust; *provided* such Transfer does not involve any payment of cash, securities, property or other consideration (other than an interest in such trust) to the High Vote Stockholder; *provided, however*, that in the event the High Vote Stockholder no longer has sole dispositive power and exclusive Voting Control with respect to the shares of High Vote Stock held by such trust, each share of High Vote Stock then held by such trust shall automatically convert into, in the case of Class A Common Stock, one (1) fully paid and nonassessable share of Class B Common Stock, or in the case of High Vote Preferred Stock, into a number of fully paid and nonassessable shares of Class B Common Stock based on the applicable Conversion Rate

(iii) an Individual Retirement Account, as defined in Section 408(a) of the Internal Revenue Code, or a pension, profit sharing, stock bonus or other type of plan or trust of which such High Vote Stockholder is a participant or beneficiary and which satisfies the requirements for qualification under Section 401 of the Internal Revenue Code; *provided* that in each case such High Vote Stockholder has sole dispositive power and exclusive Voting Control with respect to the shares of High Vote Stock held in such account, plan or trust, and *provided, further*, that in the event such High Vote Stockholder no longer has sole dispositive power and exclusive Voting Control with respect to the shares of High Vote Stock held by such account, plan or trust, each share of High Vote Stock then held by such trust shall automatically convert into, in the case of Class A Common Stock, one (1) fully paid and nonassessable share of Class B Common Stock, or in the case of High Vote Preferred Stock, into a number of fully paid and nonassessable shares of Class B Common Stock based on the applicable Conversion Rate;

(iv) a corporation, partnership or limited liability company in which such High Vote Stockholder directly, or indirectly through one or more Permitted Transferees, owns shares, partnership interests or membership interests, as applicable, with sufficient Voting Control in the corporation, partnership or limited liability company, as applicable, or otherwise has legally enforceable rights, such that the High Vote Stockholder retains sole dispositive power and exclusive Voting Control with respect to the shares of High Vote Stock held by such corporation, partnership or limited liability company; *provided* such Transfer does not involve any payment of cash, securities, property or other consideration to the High Vote Stockholder; *provided* that in the event the High Vote Stockholder no longer owns sufficient shares, partnership interests or membership interests, as applicable, or no longer has sufficient legally enforceable rights to ensure the High Vote Stockholder retains sole dispositive power and exclusive Voting Control with respect to the shares of High Vote Stock held by such corporation, partnership or limited liability company, as applicable, each share of High Vote Stock then held by such corporation, partnership or limited liability company, as applicable, shall automatically convert, in the case of Class A Common Stock, one (1) fully paid and nonassessable share of Class B Common Stock, or in the case of High Vote Preferred Stock, into a number of fully paid and nonassessable shares of Class B Common Stock based on the applicable Conversion Rate; or

(v) with respect to any High Vote Stockholder that is not a natural person, (A) a parent, subsidiary or other affiliate of the High Vote Stockholder, (B) any of the High Vote Stockholder's partners, members or other equity owners, or retired partners, retired members or other equity owners, or to the estate of any of the High Vote Stockholder's partners, members or other equity owners or retired partners, retired members or other equity owners, or (C) a venture capital fund that is controlled by or under common control with one or more general partners or managing members of, or shares the same management company with, the High Vote Stockholder.

For the avoidance of doubt, to the extent any shares are deemed to be held by a trustee of a trust described in (i) or (ii) above, the Transfer shall be a Permitted Transfer and the trustee shall be deemed a Permitted Transferee so long as the other requirements of (i) or (ii) above, as the case may be, are otherwise satisfied.

(c) ***Automatic Conversion Upon Death or Incapacity of a High Vote Stockholder.*** Each one (1) share of High Vote Stock held of record by a High Vote Stockholder who is a natural person, or by such High Vote Stockholder's Permitted Transferees, shall automatically, without any further action, convert into, in the case of Class A Common Stock, one (1) fully paid and nonassessable share of Class B Common Stock, or in the case of High Vote Preferred Stock, into a number of fully paid and nonassessable shares of Class B Common Stock based on the applicable Conversion Rate, upon the death or Incapacity of such High Vote Stockholder.

(d) ***Automatic Conversion of all Outstanding Class A Common Stock.*** Each one (1) share of Class A Common Stock shall automatically, without any further action, convert into one (1) fully paid and nonassessable share of Class B Common Stock upon the date specified by affirmative vote of the holders of a majority of the voting power of the then outstanding shares of Class A Common Stock, voting as a single class.

(e) ***Automatic Conversion Upon Termination as a Service Provider.*** Each one (1) share of Class A Common Stock held of record by a Class A Stockholder who is a natural person and who initially was a service provider as an officer, director, employee, or consultant, of the Corporation, or by such Class A Stockholder's Permitted Transferees, shall automatically, without any further action, convert into one (1) fully paid and nonassessable share of Class B Common Stock at such time that such Class A Stockholder ceases to provide services to the Corporation as an officer, director, employee, or consultant.

(f) ***Procedures.*** The Corporation may, from time to time, establish such administrative policies and procedures relating to the conversion of High Vote Stock to Class B Common Stock and the general administration of this dual class stock structure, including the issuance of stock certificates with respect thereto, as it may deem reasonably necessary or advisable, and may from time to time request that holders of shares of High Vote Stock furnish certifications, affidavits or other proof to the Corporation as it deems necessary to verify the ownership of High Vote Stock and to confirm that a conversion to Class B Common Stock has not occurred, provided, that such policies and procedures shall not adversely alter any of the rights of the stockholders under this Amended and Restated Certificate of Incorporation.

(g) ***Immediate Effect.*** In the event of a conversion of shares of High Vote Stock to shares of Class B Common Stock pursuant to this Section 5, such conversion(s) shall be deemed to have been made at the time that the Corporation or its transfer agent receives the written notice required pursuant to Section 5(a), upon the date specified pursuant to Section 5(d), the time that the Transfer of such shares occurred, the time of the death or Incapacity of the High Vote Stockholder or the time that the Class A Stockholder ceases to provide services to the Corporation, as applicable. Upon any conversion of High Vote Stock to Class B Common Stock, all rights of the holder of shares of High Vote Stock shall cease and the person or persons in whose name or names the certificate or certificates representing the shares of Class B Common Stock are to be issued, if any, shall be treated for all purposes as having become the record holder or holders of such number of shares of Class B Common Stock into which such shares of High Vote Stock were convertible. Shares of High Vote Stock that are converted into shares of Class B Common Stock as provided in this Section 5 shall be retired and may not be reissued.

6. **Reservation of Stock Issuable Upon Conversion.** The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class B Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred Stock and Class A Common Stock, such number of its shares of Class B Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, and Class A Common Stock; and if at any time the number of authorized but unissued shares of Class B Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock and Class A Common 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 Class B Common Stock to such number of shares as shall be sufficient for such purpose.

7. **Voting.**

(a) ***Restricted Class Voting.*** Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together and not as separate classes.

(b) ***Preferred Stock.*** Each holder of Preferred Stock, other than Series C-2 Preferred Stock, Series D Preferred Stock and Series D-2 Preferred Stock, shall be entitled to the number of votes equal to the voting power of the number of shares of Class A Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the applicable record date. Each holder of Series C-2 Preferred Stock, Series D Preferred Stock and Series D-2 Preferred Stock shall be entitled to the number of votes equal to the voting power of the number of shares of Class B Common Stock into which the shares of Series C-2 Preferred Stock, Series D Preferred Stock and Series D-2 Preferred Stock held by such holder could be converted as of the applicable record date. Except as otherwise provided herein or by applicable law, the holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. Holders of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Amended and Restated Bylaws of the Corporation (the "***Bylaws***"). Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock shall vote together as a single class on an as-converted to Class A Common Stock or Class B Common Stock basis, as applicable, with respect to any separate vote or consent of the holders of Preferred Stock.

(c) ***Common Stock.***

(i) Each holder of shares of Class A Common Stock shall be entitled to ten (10) votes for each share thereof held as of the applicable record date, and each holder of shares of Class B Common Stock shall be entitled to one (1) vote for each share thereof held as of the applicable record date on any matters submitted to a vote or for the consent of the stockholders of the Corporation. Except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation that relates solely to the terms of one or more series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation or the Delaware General Corporation Law.

(ii) Except as otherwise expressly provided herein or as required by applicable law, the holders of Class A Common Stock and Class B Common Stock shall at all times vote together as one class on all matters submitted to a vote or for the consent of the stockholders of the Corporation.

(d) ***Election of Directors.***

(i) The holders of Series A Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director for so long as any shares of Series A Preferred Stock remain outstanding (the "***Series A Director***").

(ii) The holders of Series B Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director for so long as any shares of Series B Preferred Stock remain outstanding (the "***Series B Director***," and together with the Series A Director, the "***Preferred Directors***").

(iii) The holders of a majority of the total voting power represented by the outstanding Class A Common Stock, voting as a separate class, shall be entitled to elect four (4) members of the Board of Directors (the "***Common Directors***") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors and to remove from office any of the Common Directors and to fill any vacancy caused by the resignation, death or removal of such Common Directors.

(iv) Any additional members of the Board of Directors shall be elected by an affirmative vote of the holders of a majority of the total voting power represented by the outstanding shares of the Common Stock and Preferred Stock, voting together as a single class on an as-converted basis. In the event that the size of the Board of Directors is increased to add an additional member of the Board of Directors elected by the holders of any series of Preferred Stock, the size of the Board of Directors shall also be increased to add an additional member of the Board of Directors elected by the holders of Class A Common Stock. If a vacancy on the Board of Directors is to be filled by the Board of Directors, only directors elected by the same class or classes of stockholders as those who would be entitled to vote to fill such vacancy shall vote to fill such vacancy.

(e) ***Adjustment in Authorized Common Stock or Preferred Stock.*** In addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of this Amended and Restated Certificate of Incorporation, the number of authorized shares of Common Stock (including, for the avoidance of doubt, the authorized shares of the Class A Common Stock or the Class B Common Stock) or Preferred Stock may be increased or decreased (but not below the number of shares of Common Stock or Preferred Stock then outstanding, respectively) by an affirmative vote of the holders of a majority of the total voting power represented by the outstanding capital stock of the Corporation entitled to vote thereon (voting together as a single class on an as-converted basis), and without a separate class vote by the Common Stock or Preferred Stock, irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law, any such act of transaction or transactions effected without such approval being null and void *ab initio* and of no force or effect. Notwithstanding the foregoing, increases or decreases of the number of authorized shares of Series D-2 Preferred Stock shall at all times remain subject to Section 9 below, increases or decreases of the number of authorized shares of Series D Preferred Stock shall at all times remain subject to Section 10 below, increases or decreases of the number of authorized shares of Series C-2 Preferred Stock shall at all times remain subject to Section 11 below, increases or decreases of the number of authorized shares of Series C-1 Preferred Stock or Series C Preferred Stock shall at all times remain subject to Section 12 below, increases or decreases of the number of authorized shares of Series B Preferred Stock shall at all times remain subject to Section 13 below, and increases or decreases of the number of authorized shares of Series A Preferred Stock shall at all times remain subject to Section 14 below.

8. **Amendments and Changes.** So long as any shares (as adjusted for Recapitalizations) of Preferred Stock shall be issued and outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, recapitalization, consolidation, waiver or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation) the written consent or affirmative vote of the holders of a majority of the total voting power of the then outstanding shares of Preferred Stock (voting together as a single class on an as-converted basis); *provided* that with respect to sections 8(i), 8(j) and 8(k), the written consent or

affirmative vote of the holders of two-thirds of the total voting power of the then outstanding shares of Preferred Stock (voting together as a single class on an as-converted basis) shall be required:

(a) authorize or create or issue or obligate itself to issue (by reclassification, merger or otherwise) any new class or series of equity security (including any security convertible into or exercisable for any equity security) having rights, preferences or privileges with respect to dividends or payments upon liquidation senior to any series of the Preferred Stock;

(b) declare or pay any Distribution or any dividend on any shares of capital stock of the Corporation other than dividends payable on the Common Stock solely in the form of additional shares of Common Stock;

(c) voluntarily liquidate, dissolve or wind up, or enter into any transaction or series of related transactions deemed to be a Deemed Liquidation Event pursuant to Section 3(d) herein;

(d) amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation (including pursuant to a merger) in a manner that materially and adversely impacts the Preferred Stock;

(e) increase or decrease the authorized number of directors constituting the Board of Directors, other than in connection with an equity financing of the Corporation;

(f) (i) sell, issue, sponsor, create or distribute any digital tokens, coins, cryptocurrency or other blockchain-based assets (collectively, “**Tokens**”), including through an initial coin offering, token distribution event or crowdfunding, or through the issuance of any instrument convertible into or exchangeable for Tokens for fundraising purposes or (ii) develop a computer network or other resources to either generate Tokens or permit the generation, sale or distribution of Tokens for fundraising purposes;

(g) enter into any transaction between or among the Corporation, on the one hand, and any director, officer, employee or member of the family of any such persons, on the other hand, in excess of \$250,000, except for transactions with employees related to such persons’ employment in the ordinary course of business or pursuant to any secondary transaction for the sale of such person’s capital stock of the Corporation or transactions approved by the Board of Directors, including a majority of the Preferred Directors;

(h) cause or permit any of its subsidiaries to do any of the foregoing with respect to such subsidiaries;

(i) amend, modify or waive the definition of Qualified IPO, Non-Qualified IPO, Qualified Direct Listing, Non-Qualified Direct Listing, Qualified SPAC and Non-Qualified SPAC in a manner that reduces the price per share or net proceeds amount set forth in such definition;

(j) effect a non-voluntary conversion of the Preferred Stock (other than pursuant to an Automatic Conversion Event);

(k) effect any registration statement on Form S-1 filed by the Corporation with the Securities and Exchange Commission that registers shares of existing capital stock of the Corporation for resale in connection with the Corporation’s initial listing of its Common Stock on a national securities exchange (a “**Direct Listing**”) for which the price per share for the Corporation’s Common Stock released as of the day immediately preceding such Direct Listing by the exchange or electronic securities market

on which such shares of Common Stock are to be listed in such Direct Listing is less than \$10.74427 (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the price of the Series C-2 Preferred Stock);

- (l) amend, alter, modify, repeal or waive the provisions of Article V, Section 5; or
- (m) amend, alter, modify, repeal or waive the provisions of this Section 8.

9. **Series D-2 Preferred Stock Protective Provisions.** So long as any shares (as adjusted for Recapitalizations) of Series D-2 Preferred Stock shall be issued and outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, recapitalization, consolidation, waiver or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation) the Series D-2 Preferred Supermajority Approval:

(a) amend, alter, modify, repeal or waive any provision of the Certificate of Incorporation or Bylaws of the Corporation so as to adversely change the powers, preferences, rights or restrictions of the Series D-2 Preferred Stock (it being understood that a future financing in which the Corporation sells and issues a new series of preferred stock without changing the rights of the holders of any existing series of Preferred Stock shall not, by itself, be considered such an amendment, alteration, modification, repeal or waiver);

(b) increase or decrease the total number of authorized shares of Series D-2 Preferred Stock;

(c) effect a non-voluntary conversion (other than pursuant to an Automatic Conversion Event), redemption or reclassification of the Series D-2 Preferred Stock;

(d) reclassify or otherwise alter or amend the terms of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock or Series D Preferred Stock if such reclassification, alteration or amendment would render such security senior to the Series D-2 Preferred Stock with respect to the distribution of assets on the Deemed Liquidation Event, the payment of dividends or rights of redemption;

(e) amend, alter, modify, repeal or waive the provisions of Article V, Section 5; or

(f) amend, alter, modify, repeal or waive the provisions of this Section 9.

10. **Series D Preferred Stock Protective Provisions.** So long as any shares (as adjusted for Recapitalizations) of Series D Preferred Stock shall be issued and outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, recapitalization, consolidation, waiver or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation) the Series D Preferred Approval:

(a) amend, alter, modify, repeal or waive any provision of the Certificate of Incorporation or Bylaws of the Corporation so as to adversely change the powers, preferences, rights or restrictions of the Series D Preferred Stock (it being understood that a future financing in which the Corporation sells and issues a new series of preferred stock without changing the rights of the holders of any existing series of Preferred Stock shall not, by itself, be considered such an amendment, alteration, modification, repeal or waiver);

(b) increase or decrease the total number of authorized shares of Series D Preferred Stock;

(c) effect a non-voluntary conversion (other than pursuant to an Automatic Conversion Event), redemption or reclassification of the Series D Preferred Stock;

(d) reclassify or otherwise alter or amend the terms of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock or Series D-2 Preferred Stock if such reclassification, alteration or amendment would render such security senior to the Series D Preferred Stock with respect to the distribution of assets on the Deemed Liquidation Event, the payment of dividends or rights of redemption;

(e) amend, alter, modify, repeal or waive the provisions of Article V, Section 5; or

(f) amend, alter, modify, repeal or waive the provisions of this Section 10.

Notwithstanding the foregoing, any provision in this Amended and Restated Certificate of Incorporation that requires Series D Preferred Supermajority Approval may only be amended, altered, modified, repealed or waived with Series D Preferred Supermajority Approval.

11. **Series C-2 Preferred Stock Protective Provisions.** So long as any shares (as adjusted for Recapitalizations) of Series C-2 Preferred Stock shall be issued and outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, recapitalization, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation) the Series C-2 Preferred Approval:

(a) amend, alter, modify, repeal or waive any provision of the Certificate of Incorporation or Bylaws of the Corporation so as to adversely change the powers, preferences, rights or restrictions of the Series C-2 Preferred Stock (it being understood that a future financing in which the Corporation sells and issues a new series of preferred stock without changing the rights of the holders of any existing series of Preferred Stock shall not, by itself, be considered such an amendment, alteration, modification, repeal or waiver);

(b) increase or decrease the total number of authorized shares of Series C-2 Preferred Stock;

(c) effect a non-voluntary conversion (other than pursuant to an Automatic Conversion Event), redemption or reclassification of the Series C-2 Preferred Stock;

(d) reclassify or otherwise alter or amend the terms of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series D Preferred Stock or Series D-2 Preferred Stock if such reclassification, alteration or amendment would render such security senior to the Series C-2 Preferred Stock with respect to the distribution of assets on the Deemed Liquidation Event, the payment of dividends or rights of redemption;

(e) amend, alter, modify, repeal or waive the provisions of Article V, Section 5; or

(f) amend, alter, modify, repeal or waive the provisions of this Section 11.

12. **Series C and C-1 Preferred Stock Protective Provisions.** So long as any shares (as adjusted for Recapitalizations) of Series C Preferred Stock or Series C-1 Preferred Stock shall be issued

and outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, recapitalization, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation) the Series C Preferred Approval:

(a) amend, alter, modify, repeal or waive any provision of the Certificate of Incorporation or Bylaws of the Corporation so as to adversely change the powers, preferences, rights or restrictions of the Series C-1 Preferred Stock or Series C Preferred Stock (it being understood that a future financing in which the Corporation sells and issues a new series of preferred stock without changing the rights of the holders of any existing series of Preferred Stock shall not, by itself, be considered such an amendment, alteration, modification, repeal or waiver);

(b) increase or decrease the total number of authorized shares of Series C-1 Preferred Stock or Series C Preferred Stock;

(c) effect a non-voluntary conversion (other than pursuant to an Automatic Conversion Event), redemption or reclassification of the Series C-1 Preferred Stock or Series C Preferred Stock;

(d) reclassify or otherwise alter or amend the terms of the Series A Preferred Stock, Series B Preferred Stock, Series C-2 Preferred Stock, Series D Preferred Stock or Series D-2 Preferred Stock if such reclassification, alteration or amendment would render such security senior to the Series C-1 Preferred Stock or Series C Preferred Stock with respect to the distribution of assets on the Deemed Liquidation Event, the payment of dividends or rights of redemption;

(e) amend, alter, modify, repeal or waive the provisions of Article V, Section 5; or

(f) amend, alter, modify, repeal or waive the provisions of this Section 12.

13. **Series B Preferred Stock Protective Provisions.** So long as any shares (as adjusted for Recapitalizations) of Series B Preferred Stock shall be issued and outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, recapitalization, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation) the Series B Preferred Approval:

(a) amend, alter, modify, repeal or waive any provision of the Certificate of Incorporation or Bylaws of the Corporation so as to adversely change the powers, preference, rights or restrictions of the Series B Preferred Stock (it being understood that a future financing in which the Corporation sells and issues a new series of preferred stock without changing the rights of the holders of any existing series of Preferred Stock shall not, by itself, be considered such an amendment, alteration, modification, repeal or waiver);

(b) increase or decrease the total number of authorized shares of Series B Preferred Stock;

(c) effect a non-voluntary conversion (other than pursuant to an Automatic Conversion Event), redemption or reclassification of the Series B Preferred Stock;

(d) reclassify or otherwise alter or amend the terms of the Series A Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series D Preferred Stock or Series D-2 Preferred Stock if such reclassification, alteration or amendment would render such security

senior to the Series B Preferred Stock with respect to the distribution of assets on the Deemed Liquidation Event, the payment of dividends or rights of redemption;

- (e) amend, alter, modify, repeal or waive the provisions of Article V, Section 5; or
- (f) amend, alter, modify, repeal or waive the provisions of this Section 13.

14. **Series A Preferred Stock Protective Provisions.** So long as any shares (as adjusted for Recapitalizations) of Series A Preferred Stock shall be issued and outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, recapitalization, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation) the Series A Preferred Approval:

(a) amend, alter, modify, repeal or waive any provision of the Certificate of Incorporation or Bylaws of the Corporation so as to adversely change the powers, preference, rights or restrictions of the Series A Preferred Stock (it being understood that a future financing in which the Corporation sells and issues a new series of preferred stock without changing the rights of the holders of any existing series of Preferred Stock shall not, by itself, be considered such an amendment, alteration, modification, repeal or waiver);

(b) increase or decrease the total number of authorized shares of Series A Preferred Stock;

(c) effect a non-voluntary conversion (other than pursuant to an Automatic Conversion Event), redemption or reclassification of the Series A Preferred Stock;

(d) reclassify or otherwise alter or amend the terms of the Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series D Preferred Stock or Series D-2 Preferred Stock if such reclassification, alteration or amendment would render such security senior to the Series A Preferred Stock with respect to the distribution of assets on the Deemed Liquidation Event, the payment of dividends or rights of redemption;

- (e) amend, alter, modify, repeal or waive the provisions of Article V, Section 5; or
- (f) amend, alter, modify, repeal or waive the provisions of this Section 14.

15. **Identical Rights.** Except as otherwise expressly provided herein or required by applicable law, shares of Class A Common Stock and Class B Common Stock shall have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters, including, without limitation:

(a) **Dividends and Distributions.** Shares of Class A Common Stock and Class B Common Stock shall be treated equally, identically and ratably, on a per share basis, with respect to any Distribution paid or distributed by the Corporation, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the then outstanding shares of Class B Common Stock and by the affirmative vote of the holders of a majority of the then outstanding shares of Class A Common Stock, each voting separately as a class; *provided, however*, that in the event a Distribution is paid in the form of Class A Common Stock or Class B Common Stock (or rights to acquire such stock), then holders of Class A Common Stock shall receive Class A Common Stock (or rights to acquire such stock, as the case may be) and holders of Class B Common Stock shall receive Class B Common Stock (or rights to acquire such stock, as the case may be).

(b) ***Subdivision or Combination or other Recapitalization.*** If the Corporation in any manner effects a Recapitalization, the then outstanding shares of Class A Common Stock and Class B Common Stock shall be treated equally, provided that if the Corporation in any manner subdivides or combines the then outstanding shares of Class A Common Stock or Class B Common Stock, the then outstanding shares of the other such class will be subdivided or combined in the same proportion and manner, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the voting power of the then outstanding shares of Class A Common Stock and by the affirmative vote of the holders of a majority of the voting power of the then outstanding shares of Class B Common Stock and by the affirmative vote of the holders of a majority of the voting power of the then outstanding shares of Preferred Stock, each of the Class B Common Stock, Class A Common Stock, and Preferred Stock, voting as three separate classes, and in the case of the Preferred Stock, on an as-converted basis.

(c) ***Equal Treatment in a Dissolution, Liquidation or Winding Up.*** In connection with any Deemed Liquidation Event, shares of Class A Common Stock and Class B Common Stock shall be treated equally, identically and ratably, on a per share basis, with respect to any consideration into which such shares are converted or any consideration paid or otherwise distributed to stockholders of the Corporation, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the voting power of the then outstanding shares of Class A Common Stock and by the affirmative vote of the holders of a majority of the voting power of the then outstanding shares of Class B Common Stock, each voting separately as a class. Any merger or consolidation of the Corporation with or into any other entity, which is not deemed a Deemed Liquidation Event pursuant to Section 3(d), shall require approval by the affirmative vote of the holders of a majority of the voting power of the outstanding shares of Class A Common Stock and by the affirmative vote of the holders of a majority of the voting power of the outstanding shares of Class B Common Stock, each voting separately as a class, unless (i) the shares of Class A Common Stock and Class B Common Stock remain outstanding and no other consideration is received in respect thereof or (ii) such shares are converted on a pro rata basis into shares of the surviving or parent entity in such transaction having identical rights to the shares of Class A Common Stock and Class B Common Stock, respectively

16. **Notices.** Any notice required by the provisions of this ARTICLE V to be given to the holders of Preferred Stock shall be deemed given (i) if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation, (ii) if such notice is provided by electronic transmission in a manner permitted by Section 232 of the Delaware General Corporation Law, or (iii) if such notice is provided in another manner then permitted by the Delaware General Corporation 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 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 is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation.

ARTICLE X

1. 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 1, nor the adoption of any provision of this Corporation's Amended and Restated Certificate of Incorporation inconsistent with this Section 1, shall eliminate or reduce the effect of this Section 1, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Section 1, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

2. 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 Amended and Restated Certificate of Incorporation or a bylaw of the Corporation shall not be eliminated or impaired by an amendment to this Amended and Restated 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.

ARTICLE XI

To the extent permitted by law, the Corporation renounces any expectancy that a Covered Person offer the Corporation an opportunity to participate in a Specified Opportunity and waives any claim that the Specified Opportunity constitutes a corporate opportunity that should have been presented by the Covered Person to the Corporation. A "***Specified Opportunity***" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "***Covered Persons***"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

ARTICLE XII

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.

ARTICLE XIII

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article XIII shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XIII (including, without limitation, each portion of any sentence of this Article XIII containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.