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Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "THIRTY MADISON, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF AUGUST, A.D. 2025.



6136532 8300

SR# 20253635700

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in cursive script, reading "C. B. Sanchez".

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 204447021

Date: 08-12-25

CONFIDENTIAL

BLH_P_0002366

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:15 AM 03/14/2022
FILED 10:15 AM 03/14/2022
SR 20220985303 - File Number 6136532

**SEVENTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
THIRTY MADISON, INC.**

Thirty Madison, 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 Thirty Madison, Inc. The Corporation’s original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on August 29, 2016.
2. This Seventh 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, Thirty Madison, Inc. has caused this Seventh Amended and Restated Certificate of Incorporation to be signed by Steven Craig Gutentag, a duly authorized officer of the Corporation, on March 14, 2022.

/s/Steven Craig Gutentag
Steven Craig Gutentag,
Chief Executive Officer

EXHIBIT A

ARTICLE I

The name of the corporation is Thirty Madison, Inc. (the “*Corporation*”).

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware (the “*DGCL*”).

ARTICLE III

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

ARTICLE IV

Immediately upon the filing of this Seventh Amended and Restated Certificate of Incorporation (the “*Certificate of Incorporation*”) (the “*Effective Time*”), all of the shares of (i) Series Seed-1 Preferred Stock (as defined below) of the Corporation that were authorized or outstanding prior to the Effective Time are hereby designated and reclassified as Series 2-A Preferred Stock (as defined below), (ii) Series Seed-2 Preferred Stock (as defined below) of the Corporation that were authorized or outstanding prior to the Effective Time are hereby designated and reclassified as Series 2-B Preferred Stock (as defined below), (iii) Series A Preferred Stock (as defined below) of the Corporation that were authorized or outstanding prior to the Effective Time are hereby designated and reclassified as Series 2-C Preferred Stock (as defined below), (iv) Series B-1 Preferred Stock (as defined below) of the Corporation that were authorized or outstanding prior to the Effective Time are hereby designated and reclassified as Series 2-D Preferred Stock (as defined below), (v) Series B-2 Preferred Stock (as defined below) of the Corporation that were authorized or outstanding prior to the Effective Time are hereby designated and reclassified as Series 2-E Preferred Stock (as defined below), (vi) Series B-3 Preferred Stock (as defined below) of the Corporation that were authorized or outstanding prior to the Effective Time are hereby designated and reclassified as Series 2-F Preferred Stock (as defined below) and (vii) Series C Preferred Stock (as defined below) of the Corporation that were authorized or outstanding prior to the Effective Time are hereby designated and reclassified as Series 1 Preferred Stock (as defined below) (collectively, the “*Reclassification*”) and shall have only the rights, preferences, powers, privileges and restrictions, qualifications and limitations set forth in this Certificate of Incorporation and as afforded under the DGCL.

To the extent certificated, any stock certificate that, immediately prior to the Effective Time (“*Pre-Reclassification*”), represented Series Seed-1 Preferred Stock, Series Seed-2 Preferred Stock, Series A Preferred Stock, Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock and Series C Preferred Stock will, from and after the Effective Time (“*Post-Reclassification*”), automatically and without the necessity of presenting the same for exchange, represent, as applicable, Series 2-A Preferred Stock, Series 2-B Preferred Stock, Series 2-C Preferred Stock, Series 2-D Preferred Stock, Series 2-E Preferred Stock, Series 2-F Preferred Stock and Series 1 Preferred Stock, as applicable. The Corporation shall, upon the request of a holder of a certificate representing shares of Series Seed-1 Preferred Stock, Series Seed-2 Preferred Stock, Series A Preferred Stock, Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock and/or Series C Preferred Stock, as applicable, issued and outstanding Pre-Reclassification, issue and deliver to such holder in exchange for such certificate a new certificate or certificates representing the Series 2-A Preferred Stock, Series 2-B Preferred Stock, Series 2-C Preferred Stock, Series 2-D Preferred Stock, Series 2-E Preferred

Stock, Series 2-F Preferred Stock and/or Series 1 Preferred Stock, as applicable, into which such shares were designated and reclassified. The Corporation shall not be obliged to issue new certificates evidencing the Post-Reclassification shares outstanding as a result of the Reclassification unless and until the certificates evidencing Pre-Reclassification shares held by a holder are delivered to the Corporation, or such holder notifies the Corporation 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.

Every share number, dollar amount and other provision contained in this Certificate of Incorporation has been adjusted for the Reclassification and there shall be no further adjustments made to such share numbers, dollar amounts or other provisions, except in the case of any stock splits, stock dividends, reclassifications and the like occurring after the date of filing of this Certificate of Incorporation.

ARTICLE V

The total number of shares of stock that the Corporation shall have authority to issue 150,326,531, consisting of 100,000,000 shares of common stock, \$0.00001 par value per share ("**Common Stock**"), and 50,326,531 shares of preferred stock, \$0.00001 par value per share ("**Preferred Stock**"). The first series of Preferred Stock shall be designated "**Series 2-A Preferred Stock**" and shall consist of 4,305,276 shares. The second series of Preferred Stock shall be designated "**Series 2-B Preferred Stock**" and shall consist of 3,476,042 shares. The third series of Preferred Stock shall be designated "**Series 2-C Preferred Stock**" and shall consist of 7,753,191 shares. The fourth series of Preferred Stock shall be designated "**Series 2-D Preferred Stock**" and shall consist of 2,168,200 shares. The fifth series of Preferred Stock shall be designated "**Series 2-E Preferred Stock**" and shall consist of 2,499,852 shares. The sixth series of Preferred Stock shall be designated "**Series 2-F Preferred Stock**" and shall consist of 7,712,174 shares. The seventh series of Preferred Stock shall be designated "**Series 1 Preferred Stock**" and shall consist of 7,317,220 shares. The eighth series of Preferred Stock shall be designated "**Series 2-G Preferred Stock**" and shall consist of 2,441,662 shares. The ninth series of Preferred Stock shall be designated "**Series 2-H Preferred Stock**" and shall consist of 446,282 shares. The tenth series of Preferred Stock shall be designated "**Series 2-I Preferred Stock**" and shall consist of 184,903 shares. The eleventh series of Preferred Stock shall be designated "**Series 2-J Preferred Stock**" and shall consist of 79,064 shares. The twelfth series of Preferred Stock shall be designated "**Series 2-K Preferred Stock**" and shall consist of 5,293,628 shares. The thirteenth series of Preferred Stock shall be designated "**Series 2-L Preferred Stock**" and shall consist of 508,513 shares. The fourteenth series of Preferred Stock shall be designated "**Series 2-M Preferred Stock**" and shall consist of 6,140,524 shares.

ARTICLE VI

The terms and provisions of the Common Stock and Preferred Stock are as follows:

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

- (a) "**Board of Directors**" shall mean the board of directors of the Corporation.
- (b) "**Conversion Price**" shall mean (i) \$0.63875 per share for the Series 2-A Preferred Stock, (ii) \$1.36663 per share for the Series 2-B Preferred Stock, (iii) \$1.96693 per share for the Series 2-C Preferred Stock, (iv) \$4.08172 per share for the Series 2-D Preferred Stock, (v) \$3.26538 per share for the Series 2-E Preferred Stock, (vi) \$4.17048 per share for the Series 2-F Preferred Stock, (vii) \$19.26958 per share for the Series 1 Preferred Stock, (viii) \$1.87847 per share for the Series 2-G Preferred Stock, (ix) \$0.59324 per share for the Series 2-H Preferred Stock, (x) \$1.05325 per share for the Series 2-I Preferred Stock, (xi) \$1.20156 per share for the Series 2-J Preferred Stock, (xii) \$6.02456 per share for the Series 2-K Preferred Stock, (xiii)

\$4.83849 per share for the Series 2-L Preferred Stock and (xiv) \$11.62659 per share for the Series 2-M Preferred Stock (in each case, subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(c) “**Convertible Securities**” shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for capital stock of the Corporation.

(d) “**Corporation**” shall mean Thirty Madison, Inc.

(e) “**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 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, and (iii) any other repurchase or redemption of capital stock of the Corporation approved by the holders of the Common Stock and Preferred Stock of the Corporation voting as separate classes.

(f) “**Dividend Rate**” shall mean (i) an annual rate of \$0.05110 per share for the Series 2-A Preferred Stock, (ii) an annual rate of \$0.10933 per share for the Series 2-B Preferred Stock, (iii) an annual rate of \$0.15735 per share for the Series 2-C Preferred Stock, (iv) an annual rate of \$0.32654 per share for the Series 2-D Preferred Stock, (v) an annual rate of \$0.26123 per share for the Series 2-E Preferred Stock, (vi) an annual rate of \$0.33364 per share for the Series 2-F Preferred Stock, (vii) an annual rate of \$1.54157 per share for the Series 1 Preferred Stock, (viii) an annual rate of \$0.15028 per share for the Series 2-G Preferred Stock, (ix) an annual rate of \$0.04746 per share for the Series 2-H Preferred Stock, (x) an annual rate of \$0.08426 per share for the Series 2-I Preferred Stock, (xi) an annual rate of \$0.09612 per share for the Series 2-J Preferred Stock, (xii) an annual rate of \$0.48196 per share for the Series 2-K Preferred Stock, (xiii) an annual rate of \$0.38708 per share for the Series 2-L Preferred Stock and (xiv) an annual rate of \$0.93013 per share for the Series 2-M Preferred Stock (in each case, subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(g) “**Liquidation Preference**” shall mean (i) \$0.63875 per share for the Series 2-A Preferred Stock, (ii) \$1.36663 per share for the Series 2-B Preferred Stock, (iii) \$1.96693 per share for the Series 2-C Preferred Stock, (iv) \$4.08172 per share for the Series 2-D Preferred Stock, (v) \$3.26538 per share for the Series 2-E Preferred Stock, (vi) \$4.17048 per share for the Series 2-F Preferred Stock, (vii) \$19.26958 per share for the Series 1 Preferred Stock, (viii) \$1.87847 per share for the Series 2-G Preferred Stock, (ix) \$0.59324 per share for the Series 2-H Preferred Stock, (x) \$1.05325 per share for the Series 2-I Preferred Stock, (xi) \$1.20156 per share for the Series 2-J Preferred Stock, (xii) \$6.02456 per share for the Series 2-K Preferred Stock, (xiii) \$4.83849 per share for the Series 2-L Preferred Stock and (xiv) \$11.62659 per share for the Series 2-M Preferred Stock (in each case, subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

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

(i) “**Original Issue Price**” shall mean (i) \$0.63875 per share for the Series 2-A Preferred Stock, (ii) \$1.36663 per share for the Series 2-B Preferred Stock, (iii) \$1.96693 per share for the Series 2-C Preferred Stock, (iv) \$4.08172 per share for the Series 2-D Preferred Stock, (v) \$3.26538 per share for the Series 2-E Preferred Stock, (vi) \$4.17048 per share for the Series 2-F Preferred Stock, (vii) \$19.26958 per share for

the Series 1 Preferred Stock, (viii) \$1.87847 per share for the Series 2-G Preferred Stock, (ix) \$0.59324 per share for the Series 2-H Preferred Stock, (x) \$1.05325 per share for the Series 2-I Preferred Stock, (xi) \$1.20156 per share for the Series 2-J Preferred Stock, (xii) \$6.02456 per share for the Series 2-K Preferred Stock, (xiii) \$4.83849 per share for the Series 2-L Preferred Stock and (xiv) \$11.62659 per share for the Series 2-M Preferred Stock (in each case, subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(j) **“Preferred Majority”** shall mean the holders of at least a majority of the outstanding shares of Preferred Stock (voting as a single class and on an as-converted basis).

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

(l) **“Requisite Board Vote”** shall mean approval by the Board of Directors, including the approval of at least two of the Preferred Directors.

(m) **“Series 1 Majority”** shall mean the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock (voting as a single class and on an as-converted basis).

(n) **“Series 2-New Original Issue Date”** shall mean the date that the first share of Series 2-New Preferred Stock is issued by the Corporation.

(o) **“Series 2-New Preferred Stock”** shall mean the Series 2-G Preferred Stock, Series 2-H Preferred Stock, Series 2-I Preferred Stock, Series 2-J Preferred Stock, Series 2-K Preferred Stock, Series 2-L Preferred Stock and Series 2-M Preferred Stock.

(p) **“Series 2 Preferred Stock”** shall mean the Series 2-A Preferred Stock, Series 2-B Preferred Stock, Series 2-C Preferred Stock, Series 2-D Preferred Stock, Series 2-E Preferred Stock, Series 2-F Preferred Stock, Series 2-G Preferred Stock, Series 2-H Preferred Stock, Series 2-I Preferred Stock, Series 2-J Preferred Stock, Series 2-K Preferred Stock, Series 2-L Preferred Stock and Series 2-M Preferred Stock.

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 Dividend Rates 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 Conversion Rate (as defined in Section 4(a)).

(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) **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 outstanding shares of such series.

3. Liquidation Rights.

(a) **Preferential Payments to Holders of Series 1 Preferred Stock.** In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Corporation (including a Liquidation Event (as defined below)), the holders of each share of Series 1 Preferred Stock then outstanding shall be entitled to be paid out of the assets available for distribution to the Corporation's stockholders, before any payment shall be made to the holders of Common Stock and Series 2 Preferred Stock by reason of their ownership thereof, an amount per share of Series 1 Preferred Stock equal to the greater of (i) the Original Issue Price of the Series 1 Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 1 Preferred Stock (together with any other series of Preferred Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the "**Series 1 Liquidation Amount**"). If upon any such liquidation, dissolution, winding up of the Corporation or Liquidation Event, the assets available for distribution to the Corporation's stockholders shall be insufficient to pay the holders of shares of Series 1 Preferred Stock the full amount to which they shall be entitled under this Subsection 3, the holders of shares of the Series 1 Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares of Series 1 Preferred Stock, held by them upon such distribution if such aggregate Series 1 Liquidation Amount was paid in full.

(b) **Other Liquidation Preference.** In the event of any liquidation, dissolution, winding up of the Corporation or Liquidation Event, either voluntary or involuntary, after giving effect to the payment in full of the Series 1 Liquidation Amount, the holders of the Series 2 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 equal to (A) in the case of the Series 2-A Preferred Stock, the greater of (i) the Original Issue Price of the Series 2-A Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 2-A Preferred Stock (together with any other series of Preferred Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the "**Series 2-A Liquidation Amount**"), (B) in the case of the Series 2-B Preferred Stock, the greater of (i) the Original Issue Price of the Series 2-B Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 2-B Preferred Stock (together with any other series of Preferred Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the "**Series 2-B Liquidation Amount**"), (C) in the case of the Series 2-C Preferred Stock, the greater of (i) the Original Issue Price of the Series 2-C Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 2-C Preferred Stock (together with any other series of Preferred

Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series 2-C Liquidation Amount**”), (D) in the case of the Series 2-D Preferred Stock, the greater of (i) the Original Issue Price of the Series 2-D Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 2-D Preferred Stock (together with any other series of Preferred Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series 2-D Liquidation Amount**”), (E) in the case of the Series 2-E Preferred Stock, the greater of (i) the Original Issue Price of the Series 2-E Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 2-E Preferred Stock (together with any other series of Preferred Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series 2-E Liquidation Amount**”), (F) in the case of the Series 2-F Preferred Stock, the greater of (i) the Original Issue Price of the Series 2-F Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 2-F Preferred Stock (together with any other series of Preferred Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series 2-F Liquidation Amount**”), (G) in the case of the Series 2-G Preferred Stock, the greater of (i) the Original Issue Price of the Series 2-G Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 2-G Preferred Stock (together with any other series of Preferred Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series 2-G Liquidation Amount**”), (H) in the case of the Series 2-H Preferred Stock, the greater of (i) the Original Issue Price of the Series 2-H Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 2-H Preferred Stock (together with any other series of Preferred Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series 2-H Liquidation Amount**”), (I) in the case of the Series 2-I Preferred Stock, the greater of (i) the Original Issue Price of the Series 2-I Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 2-I Preferred Stock (together with any other series of Preferred Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series 2-I Liquidation Amount**”), (J) in the case of the Series 2-J Preferred Stock, the greater of (i) the Original Issue Price of the Series 2-J Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 2-J Preferred Stock (together with any other series of Preferred Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series 2-J Liquidation Amount**”), (K) in the case of the Series 2-K Preferred Stock, the greater of (i) the Original Issue Price of the Series 2-K Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 2-K Preferred Stock (together with any other series of Preferred

Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series 2-K Liquidation Amount**”), (L) in the case of the Series 2-L Preferred Stock, the greater of (i) the Original Issue Price of the Series 2-L Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 2-L Preferred Stock (together with any other series of Preferred Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series 2-L Liquidation Amount**”), (M) in the case of the Series 2-M Preferred Stock, the greater of (i) the Original Issue Price of the Series 2-M Preferred Stock plus an amount equal to all declared and unpaid dividends thereon, or (ii) such amount per share as would have been payable had all shares of Series 2-M Preferred Stock (together with any other series of Preferred Stock that would receive more on an as-converted to Common Stock basis) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series 2-M Liquidation Amount**” and together with the Series 2-A Liquidation Amount, the Series 2-B Liquidation Amount, the Series 2-C Liquidation Amount, the Series 2-D Liquidation Amount, the Series 2-E Liquidation Amount, the Series 2-F Liquidation Amount, the Series 2-G Liquidation Amount, the Series 2-H Liquidation Amount, the Series 2-I Liquidation Amount, the Series 2-J Liquidation Amount, the Series 2-K Liquidation Amount, the Series 2-L Liquidation Amount and the Series 1 Liquidation Amount, each, an “**applicable Liquidation Amount**”). If upon the liquidation, dissolution, winding up of the Corporation or Liquidation Event and after payment in full of the Series 1 Liquidation Amount, 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(b), 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 Series 2 Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(b).

(c) **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) and Section 3(b), 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.

(d) **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 foregoing participation in the Distribution, or series of Distributions, as shares of Preferred Stock.

(e) **Reorganization.** For purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, or to include (each, a “**Liquidation Event**”), (i) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (or a subsidiary of the Corporation is a party, if the Corporation issues shares of its capital stock pursuant to such merger or consolidation) (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction retain, immediately after such transaction or series of transactions, as a result of shares in the Corporation held by such holders prior to such transaction, at least a majority of the total voting power represented by the outstanding voting securities of the Corporation or such other surviving or resulting entity (or if the Corporation or such other surviving or resulting entity is a wholly-owned subsidiary

immediately following such acquisition, its parent) in substantially the same proportions in relation to each other as such stockholders possessed immediately prior thereto; (ii) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Corporation and its subsidiaries taken as a whole, or the sale, transfer, exclusive license or other disposition of one or more subsidiaries of this Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, by means of any transaction or series of related transactions (including merger, consolidation or otherwise), except where such sale, lease, exclusive license or other disposition is to a wholly-owned subsidiary of the Corporation; or (iii) 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) or (ii) of the preceding sentence may be waived by a Preferred Majority; provided, however, as it relates to the Series 1 Preferred Stock, such waiver shall require a vote of the Series 1 Majority.

(f) **Valuation of Non-Cash Consideration.** 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;

(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 Section 3(f), “*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 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.

(g) **Effecting a Liquidation Event.**

(i) The Corporation shall not have the power to effect a Liquidation Event referred to in Section 3(e)(i) unless the agreement or plan of merger or consolidation for such transaction (the “*Merger Agreement*”) provides that the consideration payable to the stockholders of the Corporation in such Liquidation Event shall be allocated to the holders of capital stock of the Corporation in accordance with Sections 3(a) and 3(b).

(ii) In the event of a Liquidation Event referred to in Section 3(e)(ii), if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within ninety

(90) days after such Liquidation Event, then (x) the Corporation shall send a written notice to each holder of Preferred Stock no later than the ninetieth (90th) day after the Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (y) to require the redemption of such shares of Preferred Stock, and (y) if the Preferred Majority so request in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Liquidation Event (the “**Redemption Request**”), the Corporation shall use the consideration received by the Corporation for such Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the “**Available Proceeds**”), on the one hundred fiftieth (150th) day after such Liquidation Event (the “**Redemption Date**”), to redeem all outstanding shares of Preferred Stock at a price per share equal to the applicable Liquidation Amount (the “**Redemption Price**”). Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall first, ratably redeem each holder’s shares of Series 1 Preferred Stock to the fullest extent of such Available Proceeds in accordance with the preferences set forth in Section 3(a), and shall redeem the remaining shares of Series 1 Preferred Stock as soon as it may lawfully do so under Delaware law governing distributions to stockholders, and second, after all shares of Series 1 Preferred Stock shall have been redeemed, ratably redeem each holder’s shares of Series 2 Preferred Stock, on a pari passu basis, to the fullest extent of such Available Proceeds in accordance with the preferences set forth in Section 3(b), and shall redeem the remaining shares of such series of Preferred Stock as soon as it may lawfully do so under Delaware law governing distributions to stockholders. Prior to the distribution or redemption provided for in this Section 3(g), the Corporation shall not expend or dissipate the consideration received for such Liquidation Event, except to discharge expenses incurred in connection with such Liquidation Event.

(iii) Redemption Notice. Within 10 days after the Corporation’s receipt of the Redemption Request, the Corporation shall send written notice (the “**Redemption Notice**”) of the redemption to each holder of record of Preferred Stock. Each Redemption Notice shall state:

(1) the Redemption Date and the Redemption Price; and

(2) for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed.

(iv) Surrender of Certificates; Payment. On or before the Redemption Date, each holder of shares of Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 4, shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate (collectively, the “**Lost Certificate Documentation**”)) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof.

(v) Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the Redemption Date, the Redemption Price payable upon redemption of the shares of Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the

certificates evidencing any of the shares of Preferred Stock so called for redemption shall not have been surrendered (or if applicable, Lost Certificate Documentation shall not have been provided), all rights with respect to such shares of Preferred Stock shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of their certificate or certificates therefor, or, if applicable, delivery to the Corporation of Lost Certificate Documentation.

(h) **Allocation of Escrow and Contingent Consideration.** In the event of a Liquidation Event, if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the “**Additional Consideration**”), the definitive agreement governing such Liquidation Event shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the “**Initial Consideration**”) shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 3(a) and 3(b) as if the Initial Consideration were the only consideration payable in connection with such Liquidation Event; and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 3(a) and 3(b) after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Section 3(g), consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Liquidation Event shall be deemed to be Additional Consideration.

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

(a) **Right to Convert.** Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Preferred Stock, into that number of fully-paid, nonassessable shares of Common Stock determined by dividing the Original Issue Price for the relevant series by the Conversion Price for such series. (The number of shares of Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the “**Conversion Rate**” for each such series.) 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 shall automatically be converted into fully-paid, non-assessable shares of Common Stock at the then effective Conversion Rate for such share (i) immediately prior to the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the “**Securities Act**”), covering the offer and sale of the Common Stock, *provided* that the aggregate gross proceeds to the Corporation are not less than \$200,000,000 and such offering results in the Common Stock being listed on the New York Stock Exchange or the NASDAQ Stock Market (a “**Qualified IPO**”), (ii) immediately before the Corporation’s consummation of a merger, consolidation, business combination, share exchange or similar transaction or series of transactions with a publicly-traded “special purpose acquisition company” or its subsidiary (collectively, a “**SPAC**”) in which (A) the outstanding shares of capital stock of the Corporation are converted into the right to receive consideration including shares of common stock (or similar securities) of the SPAC or its successor entity (the “**Combined Company**”) that are listed on the Nasdaq Global Select Market, Nasdaq Global Market, the New York Stock Exchange or another exchange or marketplace that is approved by the Board of Directors, before the consummation of such transaction or series of transactions (a “**SPAC Transaction**”) and (B) the aggregate proceeds of the Combined Company and the Corporation, without duplication, with respect to such SPAC Transaction is at least \$100,000,000, including any amounts released from the balance of the trust account of the Combined Company after giving effect to any redemptions of securities effectuated in connection with such SPAC Transaction plus any proceeds of any private placement of the Combined Company or the

Corporation that is consummated concurrently with the consummation of such transaction or series of related transactions (such SPAC Transaction in accordance with this Sections 4(b)(ii)(A) and 4(b)(ii)(B), a “**Qualified SPAC Transaction**”), or (iii) upon the receipt by the Corporation of a written request for such conversion from a Preferred Majority (provided, as it relates to the Series 1 Preferred Stock, the vote of the Series 1 Majority shall be required), or, if later, the effective date for conversion specified in such request (each of the events referred to in clauses (i)-(iii) are referred to herein as an “**Automatic Conversion Event**”).

(c) **Mechanics of Conversion.** No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Common Stock 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 Common Stock shall be paid in cash. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock, and to receive certificates therefor, the holder shall either (A) surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock or (B) 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; *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 Common Stock 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 Common Stock 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 Common Stock 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 Common Stock 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 Common Stock, 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 Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date; *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 Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such transaction or the occurrence of such event.

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

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

- (1) shares of Common Stock upon the conversion of the Preferred Stock;
- (2) shares of Common Stock upon the exercise or conversion of Options or Convertible Securities either outstanding as of the Series 2-New Original Issue Date or for which adjustment to the applicable Conversion Prices has already been made upon the issuance of such Option or Convertible Security;
- (3) 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 Section 4(e), Section 4(f) or Section 4(g);
- (4) 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 Requisite Board Vote;
- (5) 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 Requisite Board Vote;
- (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 Requisite Board Vote;
- (7) shares of Common Stock issued or issuable in connection with any settlement of any action, suit, proceeding or litigation approved by the Requisite Board Vote;
- (8) shares of Common Stock issued or issuable in connection with (i) joint venture, technology licensing or development activities, (ii) distribution, supply or manufacture of the Corporation’s products or services and (iii) other similar agreements or strategic partnerships that are primarily for purposes other than raising capital, the terms of which are approved by the Requisite Board Vote; and
- (9) shares of Common Stock issued or issuable in a Qualified IPO.

(ii) ***No Adjustment of Conversion Price.*** No adjustment in the 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 Section 4(d)(v)) for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the 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.*** If the Corporation at any time or from time to time after the Series 2-New Original Issue 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 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 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 Conversion Price of a series of Preferred Stock to an amount above the 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 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 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 Conversion Price shall be adjusted pursuant to this Section 4(d)(iii) as of the actual date of their issuance.

(iv) **Adjustment of Conversion Price Upon Issuance of Additional Shares of Common.** If the Corporation issues Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to Section 4(d)(iii)) without consideration or for a consideration per share less than the applicable Conversion Price of a series of Preferred Stock in effect on the date of and immediately prior to such issue, then, the 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 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 Section 4(d)(iv), all shares of Common Stock issuable upon conversion of all outstanding shares of Preferred 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 Section 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. if 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 Section 4(d)(iii) shall be determined by dividing:

(a) 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

(b) 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.*** If the outstanding shares of Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the 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. If the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the 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.*** If the outstanding shares of Preferred Stock or a 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 Dividend Rate, Original Issue Price and 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. If the outstanding shares of Preferred Stock or a series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, the Dividend Rate, Original Issue Price and 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 series of 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 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 reasonable detail the facts upon which such adjustment or readjustment is based. The Corporation shall, following 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 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, (a) any downward adjustment of the Conversion Price of any series of Preferred Stock (other than the Series 1 Preferred Stock and the Series 2-M Preferred Stock) may be waived by the consent or vote of a Preferred Majority; (b) any downward adjustment of the Conversion Price of the Series 1 Preferred Stock may be waived by the consent or vote of the holders of a majority of the then-outstanding shares of Series 1 Preferred Stock, voting together as a separate class; and (c) any downward adjustment of the Conversion Price of the Series 2-M Preferred Stock may be waived by the consent or vote of the holders of a majority of the then-outstanding shares of Series 2-M Preferred Stock, voting together as a separate class. Any such waiver shall bind all future holders of shares of such series of Preferred Stock.

(j) ***Notices of Record Date.*** If the 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 liquidation, dissolution or winding up of the Corporation pursuant to Section 3(e);

then, in connection with each such event, the 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 Section 4(j)(ii) and Section 4(j)(iii). Such notice shall be given by in any matter permitted by the Delaware General Corporation Law. The notice provisions set forth in this Section 4(j) may be shortened or waived prospectively or retrospectively by a Preferred Majority.

(k) ***Reservation of Stock Issuable Upon Conversion.*** The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all 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 Common Stock to such number of shares as shall be sufficient for such purpose.

5. 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) ***No Series Voting.*** Other than as provided herein or required by law, there shall be no series voting.

(c) **Preferred Stock.** Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. Fractional votes shall not 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 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 Bylaws of the Corporation.

(d) **Election of Directors.**

(i) For as long as any shares of Preferred Stock remain issued and outstanding, the holders of Preferred Stock, voting as a separate class, shall be entitled to elect one member of the Board of Directors (the "**Majority Preferred Director**") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors. For as long as any shares of Series 2-F Preferred Stock remain issued and outstanding, holders of Series 2-F Preferred Stock, voting as a separate class, shall be entitled to elect one member of the Board of Directors (the "**Series 2-F Director**") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors. For as long as any shares of Series 1 Preferred Stock remain issued and outstanding, holders of Series 1 Preferred Stock, voting as a separate class, shall be entitled to elect one member of the Board of Directors (the "**Series 1 Director**" and together with the Majority Preferred Director and the Series 2-F Director, the "**Preferred Directors**" and each, a "**Preferred Director**") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors. The holders of Common Stock, voting as a separate class, shall be entitled to elect two members of the Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors. Any additional members of the Board of Directors shall be elected by the holders of Common Stock and Preferred Stock (voting together as a single class).

(ii) Notwithstanding the provisions of Section 223(a)(1) and 223(a)(2) of the Delaware General Corporation Law, any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of this Seventh Amended and Restated Certificate of Incorporation, and vacancies created by removal or resignation of a director, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced; *provided, however*, that where such vacancy occurs among the directors elected by the holders of a class or series of stock, the holders of shares of such class or series may override the Board of Directors' action to fill such vacancy by (i) voting for their own designee to fill such vacancy at a meeting of the Corporation's stockholders or (ii) written consent, if the consenting stockholders hold a sufficient number of shares to elect their designee at a meeting of the stockholders in which all members of such class or series are present and voted. Any director may be removed during his or her term of office without cause, by, and only by, the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders, and any vacancy thereby created may be filled by the holders of that class or series of stock represented at the meeting or pursuant to written consent. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director.

(e) **Adjustment in Authorized Common Stock.** The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by an affirmative vote of the holders of a majority of the capital stock of the Corporation.

(f) **Common Stock.** Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held.

6. **Amendments and Changes.** As long as 8,807,988 shares (as adjusted for Recapitalizations) of Preferred Stock shall be issued and outstanding, the Corporation shall not, whether by amendment, merger, reclassification, consolidation or otherwise, without first obtaining the approval (by vote or written consent as provided by law) of the holders of a Preferred Majority (in addition to any other vote required by law or this Seventh Amended and Restated Certificate of Incorporation or Bylaws of the Corporation):

(a) amend, repeal, waive, alter or change the rights, preferences or privileges of the Preferred Stock;

(b) increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) (i) the authorized number of shares of Preferred Stock or any series thereof or (ii) the authorized number of shares of Common Stock;

(c) authorize or create any new class or series of equity security (including any Convertible Securities) having rights, preferences or privileges with respect to dividends, redemption or payments upon liquidation senior to or on a parity with any series of Preferred Stock;

(d) redeem or repurchase any shares of Preferred Stock or Common Stock (other than repurchases of Common Stock at the lower of the then fair market value or the original purchase price, pursuant to employee agreements previously approved by the Board of Directors);

(e) declare or pay any Distribution with respect to the Preferred Stock or Common Stock of the Corporation;

(f) liquidate, dissolve or wind up the Corporation, or effect any Liquidation Event;

(g) increase or decrease the size of the Board of Directors;

(h) amend any provision of this Seventh Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation;

(i) create or authorize the creation of any debt in excess of \$500,000 (individually, or in aggregate with all other indebtedness of the Corporation and its subsidiaries), unless approved by the Requisite Board Vote, provided that the foregoing shall not apply to debt incurred by 30M One, Inc.;

(j) guarantee any indebtedness unless such guarantee is (i) for trade accounts of the Corporation or its subsidiaries arising in the ordinary course of business, (ii) approved by a Requisite Board Vote or (iii) with respect to debt held by 30M One, Inc.;

(k) engage in any transaction, or enter into or amend the terms of any agreement, with any director, stockholder, affiliate (other than 30M One, Inc.) or member of senior management of the Corporation except on reasonable arm's length terms and approved by the Requisite Board Vote;

or (l) except with respect to 30M One, Inc., permit any subsidiary to do any of the foregoing;

(m) amend this Section 6.

7. Amendments and Changes Effecting the Series 1 Preferred Stock. As long as 1,829,305 shares (as adjusted for Recapitalizations) of Series 1 Preferred Stock shall be issued and outstanding, the Corporation shall not, whether by amendment, merger, reclassification, consolidation or otherwise, without first obtaining the approval (by vote or written consent as provided by law) of the Series 1 Majority (in addition to any other vote required by law or this Seventh Amended and Restated Certificate of Incorporation or Bylaws of the Corporation):

(a) amend, repeal, waive, alter or change the rights, preferences or privileges of the Series 1 Preferred Stock in a manner adverse to the Series 1 Preferred Stock (it being understood that the Series 1 Preferred Stock shall not be affected differently because of the proportional differences in the amounts of respective issue prices, liquidation preferences and redemption prices that arise out of differences in the original issue price vis-à-vis other series of Preferred Stock);

(b) increase or decrease (other than for decreases resulting from conversion of the Series 1 Preferred Stock) the authorized number of shares of Series 1 Preferred Stock or any series thereof;

(c) issue shares of Series 1 Preferred Stock at a price below the Original Issue Price of the Series 1 Preferred Stock; or

(d) amend this Section 7.

8. Reissuance of Preferred Stock. If any shares of Preferred Stock are converted pursuant to Section 4 or otherwise repurchased by the Corporation, the shares so converted or repurchased shall be cancelled and shall not be issuable by the Corporation.

9. Notices. Any notice required by the provisions of this ARTICLE VI to be given to the holders of Preferred Stock shall be deemed given 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.

ARTICLE VII

The Corporation is to have perpetual existence.

ARTICLE VIII

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

ARTICLE IX

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 X

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 XI

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 Seventh Amended and Restated Certificate of Incorporation of the Corporation 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 Seventh Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation shall not be eliminated or impaired by an amendment to this Seventh 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, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

ARTICLE 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

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; *provided, however*, that the Covered Person acts in good faith. A "**Covered Person**" is any member of the Board of Directors (who is not an employee of the Corporation or any of its subsidiaries) who is a partner, member or employee of a Fund. A "**Specified Opportunity**" is any transaction or other matter that is presented to the Covered Person in his or her capacity as a partner, member or employee of a Fund (and other than

exclusively and solely as a result of his or her service as a member of the Board of Directors) that may be an opportunity of interest for both the Corporation and the Fund. A “**Fund**” is an entity that is a holder of Preferred Stock and that is primarily in the business of investing in other entities, or an entity that manages such an entity.