

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6646109

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
SOURCECODE TECHNOLOGY HOLDINGS, INC.	04/09/2020
RECEIVING PARTY DATA	
Name:	K2 SOFTWARE, INC.
Street Address:	1500 114TH AVE SE
City:	BELLEVUE
State/Country:	WASHINGTON
Postal Code:	98004
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16876849
CORRESPONDENCE DATA	
Fax Number:	(312)827-8000
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	3122721121
Email:	chicago.patents@klgates.com
Correspondent Name:	K&L GATES LLP
Address Line 1:	P.O. BOX 1135
Address Line 4:	CHICAGO, ILLINOIS 60690-1135
ATTORNEY DOCKET NUMBER:	714669.00153
NAME OF SUBMITTER:	BEATA WHITE
SIGNATURE:	/Beata White/
DATE SIGNED:	04/08/2021
Total Attachments: 25	
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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "SOURCECODE TECHNOLOGY HOLDINGS, INC.", CHANGING ITS NAME FROM "SOURCECODE TECHNOLOGY HOLDINGS, INC." TO "K2 SOFTWARE, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF APRIL, A.D. 2020, AT 2:44 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

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SR# 20202716372

Authentication: 202760040
Date: 04-14-20

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

PATENT
REEL: 055926 FRAME: 0879

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

SourceCode Technology Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

1. The date of filing of the Corporation's original Certificate of Incorporation with the Secretary of State of the State of Delaware was June 7, 2004. The Certificate of Incorporation was amended and restated on June 22, 2004, further amended and restated on December 14, 2006, further amended and restated on March 7, 2007, further amended and restated on March 28, 2008, further amended and restated on February 18, 2011, further amended and restated on January 6, 2012, further amended and restated on May 23, 2012, further amended and restated on December 13, 2013, further amended and restated on August 25, 2014, further amended and restated on March 19, 2015, further amended and restated on January 29, 2016, and further amended and restated on September 27, 2018.

2. This Amended and Restated Certificate of Incorporation, which was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, with stockholder approval given by written consent in accordance with Section 228 of the General Corporation Law of the State of Delaware, amends and restates the provisions of the present Amended and Restated Certificate of Incorporation of the Corporation.

3. Immediately upon filing this Amended and Restated Certificate of Incorporation, the text of the present Amended and Restated Certificate of Incorporation is hereby amended and restated to read in full as set forth herein:

FIRST. The name of this corporation is K2 Software, Inc. (the "Corporation").

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

THIRD. The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH. The Corporation is authorized to have two classes of stock, designated as Common Stock and Preferred Stock. The total number of shares of Common Stock which the Corporation is authorized to issue is 473,320,995 shares, and the par value per share of Common Stock is one tenth of one cent (\$0.001). The total number of shares of Preferred Stock which the Corporation is authorized to issue is 47,263,352 shares, and the par value per share of Preferred Stock is one tenth of one cent (\$0.001), of which (i) 3,056,743 shares of Preferred Stock shall be designated the "Series A Convertible Preferred Stock", (ii) 535,714 shares of Preferred Stock shall be designated the "Series B Convertible Preferred Stock", and (iii) 43,670,895 shares of Preferred Stock shall be designated the "Series C Convertible Preferred Stock". The Series A Convertible Preferred Stock, the Series B Convertible Preferred Stock, and the Series C Convertible Preferred Stock are sometimes referred to herein collectively as the "Preferred Stock."

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK.

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of any series as may be designated by the Board of Directors upon any issuance of the Preferred Stock of any series.

2. Voting. Each holder of the Common Stock is entitled to one vote for each share of Common Stock held on all matters on which such holder is entitled to vote. There shall be no cumulative voting.

Subject to Section B.4A hereof, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the capital stock of the Corporation entitled to vote, voting together as a single class, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of Delaware.

3. Dividends. Subject to the restrictions and limitations set forth in this Certificate of Incorporation, dividends may be declared and paid on the Common Stock from funds lawfully available therefor if, as and when determined by the Board of Directors.

4. Liquidation. Subject to any preferential rights of any then outstanding Preferred Stock and the other rights, restrictions and limitations set forth in this Certificate of Incorporation, upon the dissolution or liquidation of the Corporation, whether voluntary or involuntary, holders of Common Stock as a class distinct from the Preferred Stock will be entitled to receive assets of the Corporation available for distribution to its stockholders as set forth in Section B.3B.

B. PREFERRED STOCK.

The Preferred Stock shall have the following rights, preferences, powers, privileges and restrictions, qualifications and limitations.

1. Voting.

1A. General. Except as may be otherwise provided in these terms of Preferred Stock or by law, the Preferred Stock shall vote together with all other classes and series of stock of the Corporation as a single class on all actions to be taken by the stockholders of the Corporation. Each share of Preferred Stock shall entitle the holder thereof to such number of votes per share on each such action as shall equal the number of shares of Common Stock into which each share of Preferred Stock is then convertible.

1B. Board Size. Subject to the provisions of Paragraph 1C below, the Corporation shall not, without the unanimous written consent or unanimous affirmative vote of the Board of Directors, given in writing or by vote in a meeting, or Majority Preferred Stockholder Approval, given in writing or by vote at a meeting, increase or decrease the authorized number of directors constituting the Board of Directors to a number other than seven (7), unless the holders of Series C Convertible Preferred Stock make the election described in Section 1C2 below, in which case, to a number other than eleven (11). "Majority Preferred Stockholder Approval" means the written consent or affirmative vote, given in writing or by vote at a meeting, of the holders of at least a majority of the outstanding shares of the Series A Preferred Stock and at least a majority of the outstanding shares of Series C Preferred Stock then outstanding, the holders of each such series of Preferred Stock voting as a separate class.

1C. Board Seats.

1C1. For so long as there are shares of Series A Convertible Preferred Stock outstanding that in the aggregate are convertible into at least 13,090,650 shares of Common Stock on a fully-diluted, as-converted basis (appropriately adjusted to reflect an event described in Paragraph 5E hereof), the holders of the Series A Convertible Preferred Stock, voting separately as one class, shall be entitled to elect one (1) director of the Corporation (the "Series A Director"). The holders of Common Stock, Series B Convertible Preferred Stock, and Series C Convertible Preferred Stock shall not be entitled to elect the Series A Director. At any meeting (or in a written consent in lieu thereof) held for the purpose of electing directors, the presence in person or by proxy (or the written consent) of the holders of at least a majority of the then outstanding shares of Series A Convertible Preferred Stock shall constitute a quorum of the Series A Convertible Preferred Stock for the election of directors to be elected solely by the holders of the Series A Convertible Preferred Stock. A vacancy in any directorship elected by

the holders of the Series A Convertible Preferred Stock shall be filled only by vote or written consent of the holders of the Series A Convertible Preferred Stock, consenting or voting, as the case may be, separately as one class. The director to be elected by the holders of the Series A Convertible Preferred Stock, voting separately as one class, shall serve for a term extending from the date of his or her election and qualification until his or her successor has been elected and qualified or until such time as the holders of Series A Convertible Preferred Stock are no longer entitled to elect such director. The holders of the Series A Preferred Stock are permitted to remove the Series A Director at any time during his or her term.

1C2. For so long as there are shares of Series C Convertible Preferred Stock outstanding that in the aggregate are convertible into at least 13,090,650 shares of Common Stock on a fully-diluted, as-converted basis (appropriately adjusted to reflect an event described in Paragraph 5E hereof), the holders of the Series C Convertible Preferred Stock, voting separately as one class, shall be entitled to elect two (2) directors of the Corporation (the "Series C Directors") and collectively with the Series A Director, the "Preferred Directors"), provided, however, that after March 20, 2019, at the election of the holders of the Series C Convertible Preferred Stock, the right of the holders of Series C Convertible Preferred Stock to elect directors shall be increased to six (6) directors of the Corporation, and the Series C Directors shall be six directors. The holders of Common Stock, Series A Convertible Preferred Stock, and Series B Convertible Preferred Stock shall not be entitled to elect the Series C Directors. At any meeting (or in a written consent in lieu thereof) held for the purpose of electing directors, the presence in person or by proxy (or the written consent) of the holders of at least a majority of the then outstanding shares of Series C Convertible Preferred Stock shall constitute a quorum of the Series C Convertible Preferred Stock for the election of directors to be elected solely by the holders of the Series C Convertible Preferred Stock. A vacancy in any directorship elected by the holders of the Series C Convertible Preferred Stock shall be filled only by vote or written consent of the holders of the Series C Convertible Preferred Stock, consenting or voting, as the case may be, separately as one class. Each director to be elected by the holders of the Series C Convertible Preferred Stock, voting separately as one class, shall serve for a term extending from the date of his or her election and qualification until his or her successor has been elected and qualified or until such time as the holders of Series C Convertible Preferred Stock are no longer entitled to elect such director. The holders of the Series C Preferred Stock may remove any Series C Director at any time during their term.

1C3. For so long as Adriaan van Wyk and Olaf Wagner or their respective current and future beneficiaries (collectively, the "Founders") collectively have, either directly or indirectly, voting and dispositive power over at least 13,090,650 shares of Common Stock, the Founders shall be entitled to elect two (2) directors of the Corporation (the "Founder Directors"). The holders of Series A Convertible Preferred Stock, Series B Convertible Preferred Stock and Series C Convertible Preferred Stock, and the other holders of Common Stock shall not be entitled to elect the Founder Directors. At any meeting (or in a written consent in lieu thereof) held for the purpose of electing directors, the presence in person or by proxy (or the written consent) of the holders of at least a majority of the then outstanding shares of Common Stock on a fully-diluted, as-converted basis then held directly or indirectly by the Founders shall constitute a quorum for the election of the Founder Directors. A vacancy in any directorship elected by the Founders during such time as the Founders have the right to elect a director shall be filled only by vote or written consent of the Founders, consenting or voting, as

the case may be, separately as one class. Each Founder Director shall serve for a term extending from the date of his or her election and qualification until his or her successors have been elected and qualified or until such time as the Founders are no longer entitled to elect such director. The Founders may remove any Founder Director at any time during their term.

2. General.

2A. Dividends. In the event the Board of Directors of the Corporation shall declare a dividend (other than a dividend payable in Common Stock) payable upon the then outstanding shares of the Common Stock of the Corporation in accordance with Paragraph 4 hereof, the Board of Directors shall declare at the same time a dividend upon the then outstanding shares of Preferred Stock, payable at the same time as the dividend paid on the Common Stock, in an amount equal to the amount of dividends per share of Preferred Stock as would have been payable on the largest number of whole shares of Common Stock into which all shares of Preferred Stock held by each holder thereof if such Preferred Stock had been converted to Common Stock pursuant to the provisions of Paragraph 5 hereof as of the record date for the determination of holders of Common Stock entitled to receive such dividends. All dividends declared upon the Preferred Stock pursuant to this Paragraph 2A shall be declared and paid pro rata per share, treating for this purpose all shares of Preferred Stock as if they had been converted to Common Stock pursuant to the terms of the Certificate of Incorporation immediately prior to such payment. Notwithstanding the foregoing, no dividends (other than those payable solely in the Common Stock of the Corporation) shall be paid on any Common Stock or Preferred Stock of the Corporation during any fiscal year of the Corporation until all Series A Accruing Dividends and Series B Accruing Dividends as provided in the next succeeding paragraph have been paid or declared and set apart during that fiscal year.

2B. Accruing Dividends. The holders of shares of the Series A Convertible Preferred Stock and Series B Convertible Preferred Stock shall be entitled to receive, out of funds legally available therefor, when and if declared by the Board of Directors, dividends at the rate per annum of \$0.13086 and \$0.64 per share, respectively (subject to appropriate adjustment in the event of a stock split, stock dividend, combination, reclassification, or similar event affecting the Series A Convertible Preferred Stock or Series B Convertible Preferred Stock) (with respect to the Series A Convertible Preferred Stock, the "Series A Accruing Dividends", and with respect to the Series B Convertible Preferred Stock, the "Series B Accruing Dividends"). Series A Accruing Dividends shall accrue, whether or not earned or declared, beginning as of June 23, 2004 and shall be cumulative and Series B Accruing Dividends shall accrue, whether or not earned or declared, beginning as of December 14, 2006 and shall be cumulative; provided, however, that except as provided in Paragraph 3, the Corporation shall be under no obligation to pay such Series A Accruing Dividends or Series B Accruing Dividends unless so declared by the Board of Directors.

3. Liquidation, Dissolution and Winding-up.

3A. Preferential Payments to Holders of Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or any Deemed Liquidation Event (as defined herein), the holders of Preferred Stock then outstanding shall be entitled to be paid out of the assets available for distribution to its stockholders, before

any payment shall be made to the holders of Common Stock or any other class or series of stock ranking on liquidation junior to the Preferred Stock by reason of their ownership thereof, the following amounts:

3A1. for each share of Series A Convertible Preferred Stock, an amount equal to \$1.63573 per share (the "Series A Original Issue Price") (subject to appropriate adjustment in the event of a stock split, stock dividend, combination, reclassification, or similar event affecting the Series A Convertible Preferred Stock), plus an amount equal to (i) all accrued and unpaid Series A Accruing Dividends on each share of Series A Convertible Preferred Stock through the date of the liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, whether or not declared, and (ii) all other dividends declared but unpaid thereon (collectively, the "Series A Liquidation Amount");

3A2. for each share of Series B Convertible Preferred Stock, an amount equal to \$8.00 per share (the "Series B Original Issue Price") (subject to appropriate adjustment in the event of a stock split, stock dividend, combination, reclassification, or similar event affecting the Series B Convertible Preferred Stock), plus an amount equal to (i) all accrued and unpaid Series B Accruing Dividends on each share of Series B Convertible Preferred Stock through the date of the liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, whether or not declared, and (ii) all other dividends declared but unpaid thereon (collectively, the "Series B Preferential Payment"); and

3A3. for each share of Series C Convertible Preferred Stock, an amount equal to \$3.51484 per share (the "Series C Original Issue Price") (subject to appropriate adjustment in the event of a stock split, stock dividend, combination, reclassification, or similar event affecting the Series C Convertible Preferred Stock), plus all dividends declared but unpaid thereon (collectively, the "Series C Liquidation Amount").

If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets available for distribution to its stockholders shall be insufficient to pay the holders of Preferred Stock the full amounts to which they are entitled pursuant to this Paragraph 3A, the holders of Preferred Stock shall share ratably in any distribution of all of the assets available for distribution in proportion to the respective amounts which would otherwise be payable pursuant to this Paragraph 3A in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares pursuant to this Paragraph 3A were paid in full.

3B. Distribution of Remaining Assets. After the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock pursuant to Paragraph 3A above, the remaining assets legally available for distribution to the Corporation's stockholders shall be distributed among the holders of the shares of Series B Convertible Preferred Stock and Common Stock then outstanding pro rata based on the number of shares of Common Stock held by each such holder immediately prior to such dissolution, liquidation or winding up of the Corporation or Deemed Liquidation Event, treating for this purpose all shares of Series B Convertible Preferred Stock as if they had been converted to Common Stock pursuant to the terms of the Certificate of Incorporation immediately prior to such dissolution, liquidation or winding up of the Corporation or Deemed Liquidation Event; provided, however, that the

amount distributed to a holder of a share of Series B Convertible Preferred Stock pursuant to this Paragraph 3B plus the Series B Preferential Payment shall not exceed 2.0 multiplied by the Series B Original Issue Price. The amounts payable to a holder of a share of Series B Convertible Preferred Stock pursuant to Paragraph 3A plus this Paragraph 3B shall be referred to in the aggregate as the "Series B Liquidation Amount."

3C. Deemed Liquidation Events.

3C1. The (a) consolidation, merger or reorganization of the Corporation into or with any other entity or entities in which the stockholders of the Corporation immediately prior to such consolidation, merger or reorganization, do not hold at least a majority of the resulting or surviving corporation's voting power immediately after such consolidation, merger or reorganization, (b) sale, lease, exclusive license, transfer or other disposition, in a single transaction or series of related transactions, by the Corporation of all or substantially all its assets, or (c) the sale, exchange or transfer by the Corporation's stockholders, in a single transaction or series of related transactions, of capital stock representing a majority of the voting stock of the Corporation shall be deemed to be a "Deemed Liquidation Event" for purposes of this Paragraph 3; provided, however, that if approved by Unanimous Preferred Stockholder Approval, the holders of Preferred Stock shall be entitled to (x) the benefits of the provisions of Subparagraph 5F in lieu of receiving payment pursuant to this Paragraph 3 in respect of a transaction described in subparagraphs (a) or (b) above, and/or (y) elect that a transaction described in subparagraphs (a), (b) or (c) above shall not be treated as a "Deemed Liquidation Event" hereunder. "Unanimous Preferred Stockholder Approval" means the written consent or affirmative vote, given in writing or by vote at a meeting, of the holders of at least a majority of the outstanding shares of each series of Preferred Stock then outstanding, the holders of each such series of Preferred Stock voting as a separate class.

The term "subsidiary" shall mean any corporation, partnership, trust or other entity of which the Corporation and/or any of its other subsidiaries directly or indirectly owns at the time equity securities of such corporation, partnership, trust or other entity.

3C2. Unless otherwise approved by Unanimous Preferred Stockholder Approval, the Corporation shall not have the power to effect any transaction constituting a Deemed Liquidation Event pursuant to Subparagraph 3C1(a) above unless the agreement or plan of merger or consolidation provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Paragraphs 3A and 3B above.

3C3. In the event of a Deemed Liquidation Event pursuant to Subparagraph 3C1 above, if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within 60 days after such Deemed Liquidation Event, then (A) the Corporation shall deliver a written notice to each holder of Preferred Stock no later than the 60th day after the Deemed 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 (B) to require the redemption of such shares of Preferred Stock, and (B) if the holders of at least a majority of at least two series of Preferred Stock then outstanding, the holders of each series acting as a single class, so request in a written instrument delivered to the Corporation not later

than 75 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed 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) (the "Net Proceeds") to redeem, to the extent legally available therefor, on the 90th day after such Deemed Liquidation Event (the "Liquidation Redemption Date"), all outstanding shares of Series A Convertible Preferred Stock at a price per share equal to the Series A Liquidation Amount, all outstanding shares of Series B Convertible Preferred Stock at a price per share equal to the Series B Liquidation Amount, and all outstanding shares of Series C Convertible Preferred Stock at a price per share equal to the Series C Liquidation Amount. In the event of a redemption pursuant to the preceding sentence, if the Net Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, or if the Corporation does not have sufficient lawfully available funds to effect such redemption, the Corporation shall redeem a portion of each holder's shares of Preferred Stock to the fullest extent of such Net Proceeds or such lawfully available funds, as the case may be, on a pro rata basis in proportion to the respective amounts which would otherwise be payable pursuant to this Subparagraph 3C3 in respect of the shares held by them upon such redemption if all Series A Liquidation Amounts, Series B Liquidation Amounts, and Series C Liquidation Amounts were paid in full and, where such redemption is limited by the amount of lawfully available funds, the Corporation shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. The provisions of Subparagraph 3C4 below shall apply to the redemption of the Preferred Stock pursuant to this Subparagraph 3C3. Prior to the distribution or redemption provided for in this Subparagraph 3C3, the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in the ordinary course of business. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, lease, exclusive license, transfer or other disposition or redemption 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. The value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation.

3C4. At least 20 but not more than 30 days prior to the Liquidation Redemption Date, written notice (the "Redemption Notice") shall be given by the Corporation in accordance with Paragraph 5H, to each holder of record (at the close of business on the business day next preceding the day on which the Liquidation Redemption Notice is given) of shares of Preferred Stock notifying such holder of the redemption and specifying the Series A Liquidation Amount, Series B Liquidation Amount, and Series C Liquidation Amount, the Liquidation Redemption Date and the place where said Series A Liquidation Amount, Series B Liquidation Amount, and Series C Liquidation Amount shall be payable. The Redemption Notice shall be addressed to each holder at his or its address as shown by the records of the Corporation and shall set forth therein, in reasonable detail, the calculation of the Series A Liquidation Amount, Series B Liquidation Amount, and Series C Liquidation Amount. From and after the close of business on the Liquidation Redemption Date, unless there shall have been a default in the payment of the Series A Liquidation Amount all rights of holders of shares of Series A Convertible Preferred Stock that have been redeemed (except the right to receive the Series A Liquidation Amount) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. From and after the close of business on the Liquidation Redemption Date, unless

there shall have been a default in the payment of the Series B Liquidation Amount all rights of holders of shares of Series B Convertible Preferred Stock that have been redeemed (except the right to receive the Series B Liquidation Amount) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. From and after the close of business on the Liquidation Redemption Date, unless there shall have been a default in the payment of the Series C Liquidation Amount all rights of holders of shares of Series C Convertible Preferred Stock that have been redeemed (except the right to receive the Series C Liquidation Amount) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. The shares of Preferred Stock not redeemed shall remain outstanding and entitled to all rights and preferences provided herein. Any shares of Preferred Stock redeemed pursuant to this Paragraph 3 or otherwise acquired by the Corporation in any manner whatsoever shall be canceled and shall not under any circumstances be reissued; and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce accordingly the number of authorized shares of Preferred Stock.

4. Restrictions.

4A. At any time when at least 500,000 shares of Preferred Stock are outstanding (subject to appropriate adjustment in the event of a stock split, stock dividend, combination, reclassification, or similar event affecting the Preferred Stock), except where the vote or written consent of the holders of a greater number of shares of the Corporation is required by law or by the Certificate of Incorporation of the Corporation, and in addition to any other vote required by law or the Certificate of Incorporation of the Corporation, without Majority Preferred Stockholder Approval, the Corporation will not, either directly or indirectly enter into or agree to enter into any transaction involving in excess of \$30,000 (other than employment arrangements, compensation, payments and reimbursements in the ordinary course of business) with an officer, director or affiliate of the Corporation or any stockholder of the Corporation (or any affiliate of any stockholder of the Corporation), or any family members of any of the foregoing persons that is a natural person, unless otherwise approved by the vote or written consent of the Board of Directors.

4B. At any time when shares of Series A Convertible Preferred Stock are outstanding, without the consent of the holders of at least 75% of the then outstanding shares of Series A Convertible Preferred Stock, given in writing or by a vote at a meeting, consenting or voting (as the case may be) separately as one class, the Corporation will not, either directly by amendment of its Certificate of Incorporation or indirectly by merger, consolidation, conversion or otherwise, amend, alter, waive or repeal any provision of its Certificate of Incorporation or By-laws if such action adversely affects any of the rights, preferences, powers or privileges of the Series A Convertible Preferred Stock in a manner differently than other series of Preferred Stock, except in connection with the issuance securities otherwise approved in accordance with the terms of this Certificate of Incorporation.

4C. At any time when shares of Series B Convertible Preferred Stock are outstanding, without the consent of the holders of at least 75% of the then outstanding shares of Series B Convertible Preferred Stock, given in writing or by a vote at a meeting, consenting or

voting (as the case may be) separately as one class, the Corporation will not, either directly by amendment of its Certificate of Incorporation or indirectly by merger, consolidation, conversion or otherwise, amend, alter, waive or repeal any provision of its Certificate of Incorporation or By-laws if such action adversely affects any of the rights, preferences, powers or privileges of the Series B Convertible Preferred Stock in a manner differently than other series of Preferred Stock, except in connection with the issuance securities otherwise approved in accordance with the terms of this Certificate of Incorporation.

4D. At any time when shares of Series C Convertible Preferred Stock are outstanding, without the consent of the holders of at least 75% of the then outstanding shares of Series C Convertible Preferred Stock, given in writing or by a vote at a meeting, consenting or voting (as the case may be) separately as one class, the Corporation will not, either directly by amendment of its Certificate of Incorporation or indirectly by merger, consolidation, conversion or otherwise, amend, alter, waive or repeal any provision of its Certificate of Incorporation or By-laws if such action adversely affects any of the rights, preferences, powers or privileges of the Series C Convertible Preferred Stock in a manner differently than other series of Preferred Stock, except in connection with the issuance of securities otherwise approved in accordance with the terms of this Certificate of Incorporation.

4E. At any time prior to March 19, 2019, unless otherwise approved by at least one Founder and at least a majority of the outstanding shares of the Series A Convertible Preferred Stock then outstanding, the Corporation will not, either directly by amendment of its Certificate of Incorporation or indirectly by merger, consolidation, conversion or otherwise, (i) liquidate, dissolve or wind-up the business and affairs of the Corporation, or effect any Deemed Liquidation Event, or sell, lease, transfer or otherwise dispose of any material asset of the Corporation, or consent to any of the foregoing, except for any such actions which result in payments (in cash or securities traded on a United States national securities exchange with an average daily trading volume of at least \$3,000,000) to the Common Stock and Preferred Stock outstanding on March 20, 2015 (plus the aggregate amount of all prior dividends and distributions with respect to such Common Stock and Preferred Stock) at least equal to \$1.75742 per share (subject to appropriate adjustment in the event of a stock split, stock dividend, combination, reclassification, or similar event affecting the Series C Convertible Preferred Stock) or (ii) amend, alter, waive or repeal Paragraph 1C3 or Paragraph 4E.

4F. Unless otherwise approved by at least a majority of the outstanding shares of the Series C Convertible Preferred Stock then outstanding, the Corporation will not, either directly by amendment of its Certificate of Incorporation or indirectly by merger, consolidation, conversion or otherwise, liquidate, dissolve or wind-up the business and affairs of the Corporation, or effect any Deemed Liquidation Event, or sell, lease, transfer or otherwise dispose of any material asset of the Corporation, or consent to any of the foregoing, except for any such actions which result in payments (in cash or securities traded on a United States national securities exchange with an average daily trading volume of at least \$3,000,000) to the Series C Convertible Preferred Stock or to the Common Stock into which the Series C Convertible Preferred Stock converts (plus the aggregate amount of all prior dividends and distributions with respect to such Series C Convertible Preferred Stock or Common Stock, as applicable) at least equal to \$7.02968 per share (subject to appropriate adjustment in the event of a stock split, stock

dividend, combination, reclassification, or similar event affecting the Series C Convertible Preferred Stock).

5. Conversion of the Preferred Stock. The holders of shares of Preferred Stock shall have the following conversion rights:

5A. Right to Convert.

5A1. Subject to the terms and conditions of this Paragraph 5, the holder of any share or shares of Series A Convertible Preferred Stock shall have the right, at its option at any time, to convert any such shares of Series A Convertible Preferred Stock (except that upon any dissolution, liquidation, winding up or Deemed Liquidation Event of the Corporation the right of conversion shall terminate at the close of business on the business day fixed for payment of the amounts distributable on the Series A Convertible Preferred Stock) into such number of fully paid and nonassessable shares of Common Stock as is obtained by (i) multiplying the number of shares of Series A Convertible Preferred Stock so to be converted by the Series A Original Issue Price (subject to appropriate adjustment in the event of a stock split, stock dividend, combination, reclassification, or similar event affecting the Series A Convertible Preferred Stock) and (ii) dividing the result by the conversion price of \$0.0654292 per share or in case an adjustment of such price has taken place pursuant to the further provisions of this Paragraph 5, then by the conversion price as last adjusted and in effect at the date any share or shares of Series A Convertible Preferred Stock are surrendered for conversion (such price, or such price as last adjusted, being referred to as the "Series A Conversion Price").

5A2. Subject to the terms and conditions of this Paragraph 5, the holder of any share or shares of Series B Convertible Preferred Stock shall have the right, at its option at any time, to convert any such shares of Series B Convertible Preferred Stock (except that upon any dissolution, liquidation, winding up or Deemed Liquidation Event of the Corporation the right of conversion shall terminate at the close of business on the business day fixed for payment of the amounts distributable on the Series B Convertible Preferred Stock) into such number of fully paid and nonassessable shares of Common Stock as is obtained by (i) multiplying the number of shares of Series B Convertible Preferred Stock so to be converted by the Series B Original Issue Price (subject to appropriate adjustment in the event of a stock split, stock dividend, combination, reclassification, or similar event affecting the Series B Convertible Preferred Stock) and (ii) dividing the result by the conversion price of \$0.32 per share or in case an adjustment of such price has taken place pursuant to the further provisions of this Paragraph 5, then by the conversion price as last adjusted and in effect at the date any share or shares of Series B Convertible Preferred Stock are surrendered for conversion (such price, or such price as last adjusted, being referred to as the "Series B Conversion Price").

5A3. Subject to the terms and conditions of this Paragraph 5, the holder of any share or shares of Series C Convertible Preferred Stock shall have the right, at its option at any time, to convert any such shares of Series C Convertible Preferred Stock (except that upon any dissolution, liquidation, winding up or Deemed Liquidation Event of the Corporation the right of conversion shall terminate at the close of business on the business day fixed for payment of the amounts distributable on the Series C Convertible Preferred Stock) into such number of fully paid and nonassessable shares of Common Stock as is obtained by (i) multiplying the

number of shares of Series C Convertible Preferred Stock so to be converted by the Series C Original Issue Price (subject to appropriate adjustment in the event of a stock split, stock dividend, combination, reclassification, or similar event affecting the Series C Convertible Preferred Stock) and (ii) dividing the result by the conversion price of \$0.702968 per share or in case an adjustment of such price has taken place pursuant to the further provisions of this Paragraph 5, then by the conversion price as last adjusted and in effect at the date any share or shares of Series C Convertible Preferred Stock are surrendered for conversion (such price, or such price as last adjusted, being referred to as the "Series C Conversion Price").

5A4. The foregoing rights of conversion shall be exercised by the holder thereof by giving written notice that the holder elects to convert a stated number of shares of Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, and/or Series C Convertible Preferred Stock, as applicable, into Common Stock and by surrender of a certificate or certificates for the shares so to be converted to the Corporation at its principal office (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to the holders of the Preferred Stock) at any time during its usual business hours on the date set forth in such notice, together with a statement of the name or names (with address) in which the certificate or certificates for shares of Common Stock shall be issued. Notwithstanding any other provisions hereof, if a conversion of Preferred Stock is to be made in connection with any transaction affecting the Corporation, the conversion of any shares of Preferred Stock, may, at the election of the holder thereof, be conditioned upon the consummation of such transaction, in which case such conversion shall not be deemed to be effective until such transaction has been consummated, subject in all events to the terms hereof applicable to such transaction.

5B. Issuance of Certificates; Time Conversion Effected. Promptly after the receipt of the written notice referred to in Paragraph 5A and surrender of the certificate or certificates for the share or shares of Preferred Stock to be converted, the Corporation shall issue and deliver, or cause to be issued and delivered, to the holder, registered in such name or names as such holder may direct, a certificate or certificates for the number of whole shares of Common Stock issuable upon the conversion of such share or shares of Preferred Stock. To the extent permitted by law, such conversion shall be deemed to have been effected and the Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, and/or Series C Convertible Preferred Stock, as applicable, shall be determined as of the close of business on the date on which such written notice shall have been received by the Corporation and the certificate or certificates for such share or shares shall have been surrendered as aforesaid, and at such time the rights of the holder of such share or shares of Preferred Stock shall cease, and the person or persons in whose name or names any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares represented thereby.

5C. Fractional Shares; Partial Conversion. No fractional shares shall be issued upon conversion of Preferred Stock into Common Stock and no payment or adjustment shall be made upon any such conversion with respect to any cash dividends previously payable on the Common Stock issued upon such conversion. In case the number of shares of Preferred Stock represented by the certificate or certificates surrendered pursuant to Paragraph 5A exceeds the number of shares converted, the Corporation shall, upon such conversion, execute and deliver to the holder, at the expense of the Corporation, a new certificate or certificates for the number of

shares of Preferred Stock represented by the certificate or certificates surrendered which are not to be converted. If any fractional share of Common Stock would, except for the provisions of the first sentence of this Paragraph 5C, be delivered upon such conversion, the Corporation, in lieu of delivering such fractional share, shall pay to the holder surrendering the Preferred Stock for conversion an amount in cash equal to the current market price of such fractional share as determined in good faith by the Board of Directors of the Corporation, and based upon the aggregate number of shares of Preferred Stock surrendered by any one holder.

5D. Adjustment of Series A Conversion Price, Series B Conversion Price and Series C Conversion Price Upon Issuance of Common Stock.

5D1. Special Definitions. For purposes of this Paragraph 5D, the following definitions shall apply:

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

(B) “Series C Original Issue Date” shall mean the date on which the Corporation first issued a share of Series C Convertible Preferred Stock.

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

(D) “Additional Shares of Common Stock” shall mean all shares of Common Stock issued (or, pursuant to Subparagraphs 5D3 through 5D8 below, deemed to be issued) by the Corporation after the Series C Original Issue Date, other than the following (“Exempted Securities”):

- (I) shares of Common Stock issued or issuable upon conversion of the Preferred Stock;
- (II) shares of Common Stock reserved by the Corporation for issuance pursuant to stock purchase, stock grant, or stock option arrangements for employees, consultants or non-employee directors of the Corporation, all under arrangements approved by the Board of Directors;
- (III) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Paragraphs 5E or 5F;
- (IV) shares of Convertible Securities issuable upon the exercise of any Convertible Securities issued and outstanding as of the date hereof, and any shares of

Common Stock into which such Convertible Securities are convertible; and

- (IV) securities issued or issuable as to which the holders of at least a majority of the then outstanding shares of each series of then outstanding Preferred Stock (treating for this purpose all shares of Preferred Stock as if they had been converted to Common Stock pursuant to the terms of the Certificate of Incorporation) have waived any anti-dilution adjustment.

5D2. Adjustment of Conversion Price Upon Certain Events. Except as provided in Paragraph 5E, if and whenever the Corporation shall issue or sell, or is, in accordance with Subparagraphs 5D3 through 5D8, deemed to have issued or sold, any Additional Shares of Common Stock for a consideration per share less than the Series A Conversion Price, Series B Conversion Price, or Series C Conversion Price, as the case may be (the "Applicable Conversion Price"), in effect immediately prior to the time of such issue or sale, (such number being appropriately adjusted to reflect the occurrence of any event described in Paragraph 5E), then, forthwith upon such issue or sale, the Applicable Conversion Price shall be reduced to the price determined in accordance with the following formula:

$$CP2 = CP1 \times \frac{(X+Y)}{(X+Z)}$$

For purposes of the foregoing formula, the following definitions shall apply:

- (a) CP2 shall mean the Applicable Conversion Price in effect immediately after such issue of Additional Shares of Common Stock
- (b) CP1 shall mean the Applicable Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;
- (c) "X" shall mean the number of shares of Common Stock outstanding and deemed outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon conversion of Convertible Securities (including the Preferred Stock) outstanding immediately prior to such issue);
- (d) "Y" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP1); and
- (e) "Z" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

5D3. Issuance of Rights or Options. In case at any time the Corporation shall in any manner grant (whether directly or by assumption in a merger or otherwise) any Options or Convertible Securities, whether or not such Options or the right to convert or exchange any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon the exercise of such Options or upon the conversion or exchange of such Convertible Securities (determined by dividing (i) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of all such Options, plus, in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (ii) the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options) shall be less than the Applicable Conversion Price in effect immediately prior to the time of the granting of such Options, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such Options shall be deemed to have been issued for such price per share as of the date of granting of such Options or the issuance of such Convertible Securities and thereafter shall be deemed to be outstanding. Except as otherwise provided in Subparagraph 5D5, no further adjustment of the Applicable Conversion Price shall be made upon the actual issue of such Common Stock or of such Convertible Securities upon exercise of such Options or upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities.

5D4. Issuance of Convertible Securities. In case the Corporation shall in any manner issue (whether directly or by assumption in a merger or otherwise) or sell any Convertible Securities, whether or not the rights to exchange or convert any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon such conversion or exchange (determined by dividing (i) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (ii) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities) shall be less than the Applicable Conversion Price in effect immediately prior to the time of such issue or sale, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued for such price per share as of the date of the issue or sale of such Convertible Securities and thereafter shall be deemed to be outstanding, provided that (a) except as otherwise provided in Subparagraph 5D5, no further adjustment of the Applicable Conversion Price shall be made upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities and (b) if any such issue or sale of such Convertible Securities is made upon exercise of any Options to purchase any such Convertible Securities for which adjustments of the Applicable Conversion Price have been or are to be made pursuant to other provisions of this Paragraph 5D, no further adjustment of the Series A Conversion Price, Series B Conversion Price, or Series C Conversion Price shall be made by reason of such issue or sale.

5D5. Change in Option Price or Conversion Rate. Upon the happening of any of the following events, namely, if the purchase price provided for in any Option referred to in Subparagraph 5D3, the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in Subparagraph 5D3 or 5D4, or the rate at which Convertible Securities referred to in Subparagraph 5D3 or 5D4 are convertible into or exchangeable for Common Stock shall change at any time (including, but not limited to, changes under or by reason of provisions designed to protect against dilution), each Applicable Conversion Price in effect at the time of such event shall forthwith be readjusted (in each case by an amount equal to not less than one cent (\$.01)) to each Applicable Conversion Price that would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold; and on the expiration of any such Option or the termination of any such right to convert or exchange such Convertible Securities, each Applicable Conversion Price then in effect hereunder shall forthwith be increased to the Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such expiration or termination, never been issued.

5D6. Stock Dividends. In case the Corporation shall declare a dividend or make any other distribution upon any stock of the Corporation payable in Common Stock (except for the issue of stock dividends or distributions upon the outstanding Common Stock for which adjustment is made pursuant to Paragraph 5E), Options or Convertible Securities, any Common Stock, Options or Convertible Securities, as the case may be, issuable in payment of such dividend or distribution shall be deemed to have been issued or sold without consideration.

5D7. Consideration for Stock. In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor, without deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be the fair value of such consideration as determined in good faith by the Board of Directors of the Corporation, without deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any Options shall be issued in connection with the issue and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued for such consideration as determined in good faith by the Board of Directors of the Corporation.

5D8. Record Date. In case the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them (i) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities or (ii) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been

issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

5D9. Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation, and the disposition of any such shares shall be considered an issue or sale of Common Stock for the purpose of this Paragraph 5D.

5E. Subdivision or Combination of Common Stock. In case the Corporation shall at any time subdivide (by any stock split, stock dividend or otherwise) its outstanding shares of Common Stock into a greater number of shares, each Applicable Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and, conversely, in case the outstanding shares of Common Stock shall be combined into a smaller number of shares, each Applicable Conversion Price in effect immediately prior to such combination shall be proportionately increased.

5F. Reorganization or Reclassification. If any capital reorganization, reclassification, recapitalization, consolidation, merger, sale of all or substantially all of the Corporation's assets or other similar transaction (any such transaction being referred to herein as an "Organic Change") shall be effected in such a way that holders of Common Stock shall be entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such Organic Change, lawful and adequate provisions shall be made whereby each holder of a share or shares of Preferred Stock shall thereupon have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of or in addition to, as the case may be, the shares of Common Stock immediately theretofore receivable upon the conversion of such share or shares of Preferred Stock such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such Common Stock immediately theretofore receivable upon such conversion had such Organic Change not taken place, and in any case of a reorganization or reclassification only appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including without limitation provisions for adjustments of the Series A Conversion Price, Series B Conversion Price, and Series C Conversion Price) shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights.

5G. Notice of Adjustment. Upon any adjustment of the Series A Conversion Price, Series B Conversion Price, and/or Series C Conversion Price, then and in each such case the Corporation shall give written notice thereof, by first class mail, postage prepaid, or by facsimile transmission to non-U.S. residents, addressed to each holder of shares of Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, and/or Series C Convertible Preferred Stock at the address of such holder as shown on the books of the Corporation, which notice shall state the Series A Conversion Price, Series B Conversion Price, or Series C Conversion Price, as applicable, resulting from such adjustment, setting forth in reasonable detail the method upon which such calculation is based.

5H. Other Notices. In case at any time:

(1) the Corporation shall declare any dividend upon its Common Stock payable in cash or stock or make any other distribution to the holders of its Common Stock;

(2) the Corporation shall offer for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class or other rights;

(3) there shall be any capital reorganization or reclassification of the capital stock of the Corporation, or a consolidation or merger of the Corporation with or into, or a sale of all or substantially all its assets to, another entity or entities or any other Deemed Liquidation Event; or

(4) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Corporation;

then, in any one or more of said cases, the Corporation shall give, by first class mail, postage prepaid, or by facsimile transmission to non-U.S. residents, addressed to each holder of any shares of Preferred Stock at the address of such holder as shown on the books of the Corporation, (a) at least 20 days' prior written notice of the date on which the books of the Corporation shall close or a record shall be taken for such dividend, distribution or subscription rights or for determining rights to vote in respect of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up or other Deemed Liquidation Event and (b) in the case of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up or other Deemed Liquidation Event, at least 20 days' prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause (a) shall also specify, in the case of any such dividend, distribution or subscription rights, the date on which the holders of Common Stock shall be entitled thereto and such notice in accordance with the foregoing clause (b) shall also specify the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up or other Deemed Liquidation Event, as the case may be.

5I. Stock to be Reserved. The Corporation will at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issuance upon the conversion of Preferred Stock as herein provided, such number of shares of Common Stock as shall then be issuable upon the conversion of all outstanding shares of Preferred Stock. The Corporation covenants that all shares of Common Stock which shall be so issued shall be duly and validly issued and fully paid and nonassessable and free from all taxes, liens and charges with respect to the issue thereof, and, without limiting the generality of the foregoing, the Corporation covenants that it will from time to time take all such action as may be requisite to assure that the par value per share of the Common Stock is at all times equal to or less than the Applicable Conversion Prices in effect at the time. The Corporation will take all such action as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or regulation, or of any requirement of any national securities exchange upon which the Common Stock may be listed.

5J. No Reissuance of Preferred Stock. Shares of Preferred Stock that are converted into shares of Common Stock as provided herein shall not be reissued.

5K. Issue Tax. The issuance of certificates for shares of Common Stock upon conversion of Preferred Stock shall be made without charge to the holders thereof for any issuance tax in respect thereof, provided that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the holder of the Preferred Stock that is being converted.

5L. Closing of Books. The Corporation will at no time close its transfer books against the transfer of any shares of Preferred Stock or of any shares of Common Stock issued or issuable upon the conversion of any shares of Preferred Stock, in any manner which interferes with the timely conversion of such Preferred Stock except as may otherwise be required to comply with applicable securities laws.

5M. Mandatory Conversion.

5M1. Upon the earlier of (A) the closing of the sale of shares of Common Stock in a firm commitment underwritten public offering led by a nationally recognized underwriter in which (i) the aggregate net proceeds from such offering to the Corporation shall be at least \$75,000,000 and (ii) the price paid by the public for such shares shall be at least \$1.405936 (subject to appropriate adjustment in the event of a stock split, stock dividend, combination, reclassification, or similar event affecting the Common Stock) (a "Qualified Public Offering"), or (B) the written consent of at least a majority of the then outstanding shares of Series C Convertible Preferred Stock, all outstanding shares of Series C Convertible Preferred Stock shall automatically convert to shares of Common Stock, at the then effective conversion rate.

5M2. Upon the earlier of (A) the closing of a Qualified Public Offering, or (B) the written consent of at least a majority of the then outstanding shares of Series B Convertible Preferred Stock, all outstanding shares of Series B Convertible Preferred Stock shall automatically convert to shares of Common Stock, at the then effective conversion rate.

5M3. Upon the earlier of (A) the closing of a Qualified Public Offering, or (B) the written consent of at least a majority of the then outstanding shares of Series A Convertible Preferred Stock, all outstanding shares of Series A Convertible Preferred Stock shall automatically convert to shares of Common Stock, at the then effective conversion rate.

6. Corporate Opportunity. In the event that a director of the Corporation who is also a partner or employee of a holder of Preferred Stock acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both the Corporation and such holder of Preferred Stock, such director shall to the fullest extent permitted by law have fully satisfied and fulfilled his fiduciary duty with respect to such corporate opportunity, and the Corporation to the fullest extent permitted by law waives any claim that such business opportunity constituted a corporate opportunity that should have been presented to the Corporation or any of its affiliates, if such director acts in a manner consistent with the following policy: a corporate opportunity offered to any person who is a director of the Corporation, and

who is also a partner or employee of a holder of Preferred Stock shall belong to such holder of Preferred Stock, unless such opportunity was expressly offered to such person solely in his or her capacity as a director of the Corporation.

FIFTH. The Corporation is to have perpetual existence.

SIXTH. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

The Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation.

- A. Elections of directors need not be by written ballot unless the By-Laws of the Corporation shall so provide.
- B. The books of the Corporation may be kept at such place within or without the State of Delaware as the By-Laws of the Corporation may provide or as may be designated from time to time by the Board of Directors of the Corporation.
- C. The Corporation eliminates the personal liability of each member of its Board of Directors to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided, however, that, to the extent provided by applicable law, the foregoing shall not eliminate the liability of a director (i) for any breach of such director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of Title 8 of the Delaware Code or (iv) for any transaction from which such director derived an improper personal benefit. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

SEVENTH. The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon a stockholder herein are granted subject to this reservation.

EIGHTH. The Corporation shall, to the fullest extent permitted by the Delaware Code, indemnify each 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, by reason of the fact that he is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom.

Indemnification may include payment by the Corporation of expenses in defending an action or proceeding in advance of the final disposition of such action or proceeding upon receipt

of any undertaking by the person indemnified to repay such payment if it is ultimately determined that such person is not entitled to indemnification under this Article, which undertaking may be accepted without reference to the financial ability of such person to make such repayments.

The Corporation shall not indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person unless the initiation thereof was approved by the Board of Directors of the Corporation.

The indemnification rights provided in this Article (i) shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any law, agreement or vote of stockholders or disinterested directors or otherwise, and (ii) shall inure to the benefit of the heirs, executors and administrators of such persons. The Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.

Any person seeking indemnification under this Article shall be deemed to have met the standard of conduct required for such indemnification unless the contrary shall be established.

Any amendment or repeal of the provisions of this Article shall be prospective only, and shall not adversely affect any right or protection of a director or officer of this Corporation with respect to any act or omission of such director or officer existing or occurring at the time of such amendment or repeal.

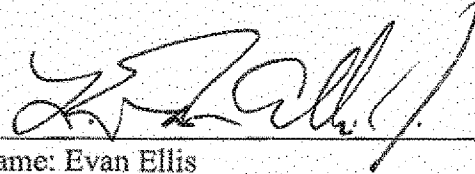
The intent of this Article is to provide for indemnification and advancement of expenses to the fullest extent permitted by Section 145 of the Delaware Code. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

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

binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by Evan Ellis, its Chief Executive Officer, this 9th day of April, 2020.



Name: Evan Ellis
Title: Chief Executive Officer

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "K2 SOFTWARE, 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 FOURTEENTH DAY OF APRIL, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.




Jeffrey W. Bullock, Secretary of State

3804361 8300

SR# 20202821486

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

Authentication: 202767218

Date: 04-14-20

RECORDED: 04/08/2021

PATENT
REEL: 055926 FRAME: 0903