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From: RUDEN, MCCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.

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**SIXTH AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
DATACORE SOFTWARE CORPORATION**

Pursuant to Section 607.1007 of the Florida Business Corporation Act, DataCore Software Corporation, a Florida corporation (the "Corporation") does hereby certify that:

FIRST: The present name of the Corporation is "DATACORE SOFTWARE CORPORATION". The Articles of Incorporation of the Corporation were originally filed with the Florida Department of State on February 4, 1998 under the name DATACORE STORAGE CORP., and were amended on March 30, 1998.

SECOND: Amended and Restated Articles of Incorporation of the Corporation were filed with the Florida Department of State on June 12, 1998 and were amended on November 20, 1998. Second Amended and Restated Articles of Incorporation of the Corporation were filed with the Florida Department of State on December 29, 1998 and were amended on May 18, 2000, May 24, 2000 and January 4, 2001. Third Amended and Restated Articles of Incorporation of the Corporation were filed with the Florida Department of State on October 11, 2003. Fourth Amended and Restated Articles of Incorporation of the Corporation were filed with the Florida Department of State on December 26, 2003 and were amended on August 26, 2004 and October 26, 2004. Fifth Amended and Restated Articles of Incorporation of the Corporation were filed with the Florida Department of State on October 26, 2004.

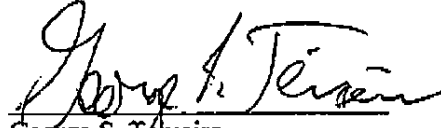
THIRD: This Sixth Amended and Restated Articles of Incorporation (the "Charter") amends and restates in its entirety the present Fifth Amended and Restated Articles of Incorporation of the Corporation, and has been approved by the Corporation's Board of Directors and shareholders on March 18, 2008 and April 18, 2008 in accordance with Sections 607.1007 and 607.1003, Florida Statutes. The number of votes cast by the shareholders in favor of the amendment was sufficient for approval.

FOURTH: This Charter shall become effective immediately upon its filing with the Florida Department of State.

FIFTH: Upon the filing of this Charter with the Florida Department of State, the Articles of Incorporation of the Corporation shall be restated in its entirety to read as set forth on Exhibit A attached hereto.

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IN WITNESS WHEREOF, the undersigned, being the Chief Executive Officer of the Corporation hereinabove named, DOES HEREBY CERTIFY, under penalties of perjury, that the facts hereinabove stated are truly set forth and, accordingly, such officer has hereunto set his hand as of April 21, 2008.



George S. Teixeira
Chief Executive Officer

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Exhibit A

SIXTH AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
DATACORE SOFTWARE CORPORATION

ARTICLE I

The name of the Corporation (herein called the "Corporation") is DataCore Software Corporation.

ARTICLE II

The address of the registered office of the Corporation in the State of Florida is 6300 N.W. 5th Way, Fort. Lauderdale, Florida 33309. The name of the registered agent of the Corporation at such address is George S. Teixeira.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Act of the State of Florida (the "FBCA").

ARTICLE IV

1. Authorized Shares. The Corporation shall be authorized to issue one hundred million (100,000,000) shares consisting of fifty million (50,000,000) shares of Preferred Stock, par value \$.01 per share (the "Preferred Stock") and fifty million (50,000,000) shares of Common Stock, par value \$.01 per share (the "Common Stock").

2. Common Stock. Each share of Common Stock shall be identical in all respects and for all purposes and entitled to: one vote in all proceedings in which action may or is required to be taken by shareholders of the Corporation; participate equally in all dividends payable with respect to the Common Stock, as, if and when declared by the Board of Directors of the Corporation (the "Board") subject to any preference in favor of any class or series of Preferred Stock; and share ratably in all distributions of assets of the Corporation in the event of any voluntary or involuntary liquidation, or winding up of the affairs of the Corporation, subject to any rights and preferences in favor of any class or series of Preferred Stock.

3. Preferred Stock. Of the fifty million (50,000,000) authorized shares of Preferred Stock, 1,000,000 shares shall be designated "Series A Convertible Preferred Stock" (the "Series A Preferred Shares" or the "Preferred Shares").

4. Dividends.

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(a) From and after the date of this Sixth Amended and Restated Articles of Incorporation (this "Charter"), holders of the Preferred Shares, in preference to the holders of any other class or series of the Corporation's Equity Securities ("Junior Stock"), shall be entitled to receive dividends (accruing from and after the date of issuance of such Series A Preferred Shares) at the rate of six percent (6%) of the Series A Purchase Price (as defined herein), when and if declared by the Board. To the extent not paid in cash, such dividends shall be cumulative and shall compound on each annual anniversary of the date of issuance thereof on each outstanding Series A Preferred Share whether or not such dividends are earned or declared and whether or not sufficient funds are legally available therefor (as adjusted for any stock dividends, combinations, splits, recapitalizations and related transactions with respect to such shares).

(b) So long as any Series A Preferred Share shall be outstanding, no dividend, whether in cash or property, shall be paid or declared, on any Junior Stock, until all accrued dividends on the Series A Preferred Shares shall have been paid. If any dividend is declared and paid on any share of Common Stock, the holders of Series A Preferred Shares shall be entitled to share in such dividends pro rata in accordance with the number of shares of Common Stock into which such Series A Preferred Shares are then convertible pursuant to Section 8 hereof.

5. Liquidation.

(a) Upon a Liquidation (as defined herein), after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of the Preferred Shares shall be entitled to receive, out of the remaining assets of the Corporation available for distribution to its shareholders, with respect to each Preferred Share, an amount (the "Preference Amount") equal to the sum of (A) \$32.95 per share (the "Series A Purchase Price") and (B) all accrued and unpaid dividends (subject to equitable adjustment as a result of any stock dividend, stock split, combination, reverse split, reclassification or similar event after the date of issuance of the first Series A Preferred Share) before any distribution shall be made to the holders of the Common Stock, or any other class or series of Junior Stock. If upon any Liquidation the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of Preferred Shares the full Preference Amount to which they shall be entitled, the holders of Preferred Shares shall share pro rata in any distribution of assets in accordance with their respective Preference Amounts.

(b) Upon any Liquidation, after payment in full of all Preference Amounts, the holders of Common Stock shall be entitled to share in the distribution of the remaining assets of the Corporation based on the number of shares of Common Stock then outstanding. The Series A Preferred Shares shall not participate in dividends or distributions to holders of Junior Stock in connection with a Liquidation.

(c) Notwithstanding anything to the contrary in this Section 5, but subject to Section 5(d), the holders of Preferred Shares shall not be required to reduce the consideration to be received in any Liquidation pursuant to Section 5(a) by any escrow, holdback or other contingency provision (collectively, "Escrow"). If, however, the holders of a majority of the Preferred Shares agree to be subject to any such Escrow, and the assets and funds to be distributed upon the occurrence of such Liquidation are insufficient to permit the payment to holders of Preferred Shares their full Preference Amount, then the Corporation shall ensure that

the transaction documentation relating to such Liquidation shall provide that the holders of Preferred Shares shall be entitled to receive the remainder of the Preference Amount upon the release of such Escrow, prior and in preference to any distribution of any of the proceeds from such Escrow to any persons or entities.

(d) Notwithstanding the foregoing, upon any Liquidation, the holders of the Preferred Shares shall be entitled to receive the greater of (i) the amount such holders would have received under Section 5(a) above and (ii) the sum of (A) the amount such holders would have received if such holders had converted his, her or its Preferred Shares into shares of Common Stock in accordance with Section 8 of this Article IV and (B) an amount in cash equal to accrued and unpaid dividends, before any distribution shall be made to the holders of the Common Stock, or any other class or series of Junior Stock. The amount payable pursuant to the foregoing clause (ii) shall be computed without regard to Section 5(c) hereof, and in the event that, upon any Liquidation, the holders of the Preferred Shares will receive amounts pursuant to the foregoing clause (ii), then notwithstanding anything to the contrary the holders of the Preferred Shares shall receive the same form of consideration and be subject to the same terms and conditions as the holders of the Common Stock in such Liquidation as if such holders had converted their Preferred Shares in accordance with Section 8 of this Article IV immediately prior to such Liquidation, including with respect to any Escrow established in connection with such Liquidation. To the extent that any or all of the proceeds payable in connection with a Liquidation are in a form other than cash or marketable securities, the amounts referred to in clauses (i) and (ii) shall be determined in accordance with the terms of Section 5(g) of this Article IV, and Article VI.

(e) "Liquidation" means (i) any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, other than any dissolution, liquidation or winding up in connection with any reincorporation of the Corporation in another jurisdiction, or (ii) any Sale of the Corporation. "Sale of the Corporation" means (A) the sale or transfer of the outstanding shares of capital stock of the Corporation, (B) the merger or consolidation of the Corporation with another person or entity, in each case in clauses (A) and (B) above under circumstances in which the holders of the voting power of outstanding capital stock of the Corporation, immediately prior to such transaction, own less than 50% in voting power of the outstanding capital stock of the Corporation or the surviving or resulting corporation or acquirer, as the case may be, immediately following such transaction, (B) the sale of all or substantially all of the Corporation's assets, or (C) any other transaction or series of transactions pursuant to, or as a result of which, a single Person (or group of affiliated Persons) acquires from the Corporation or holds capital stock of the Corporation representing a majority of the Corporation's outstanding voting power, except for any such transaction to which Insight Venture Partners VI, L.P. and/or its affiliates (collectively, "Insight") acquires capital stock of the Corporation. A sale (or multiple related sales) of one or more subsidiaries of the Corporation (whether by way or merger, consolidation, reorganization or sale of all or substantially all assets or securities) which constitutes all or substantially all of the consolidated assets of the Corporation shall be deemed a Sale of the Corporation.

(f) In the event of a Liquidation involving the sale of shares by shareholders of the Corporation or merger, consolidation or similar stock transaction, the "remaining assets of the Corporation available for distribution" shall be deemed to be the aggregate consideration to

be paid to all shareholders participating in such Liquidation. In connection with such a Liquidation, the Corporation shall either (i) cause the definitive transaction document(s) to provide for the conversion of the Preferred Shares into the right to receive an amount equal to the applicable amount payable with respect to such Preferred Shares under this Section 5 (subject to the priorities and limitations set forth herein) or, if less, an amount equal to the entire consideration payable in such Liquidation to the shareholders of the Corporation; or (ii) concurrently with the consummation of such Liquidation, cause the redemption of all outstanding Preferred Shares for an amount in cash equal to the applicable amount payable with respect to such Preferred Shares under this Section 5 (subject to the priorities and limitations set forth herein) or, if less, an amount equal to the entire consideration payable in such Liquidation to the shareholders of the Corporation.

(g) If any or all of the proceeds payable to the shareholders of the Corporation in connection with a Liquidation are in a form other than cash or marketable securities, the fair market value of such consideration shall be determined in good faith by the Board, and the Corporation shall give the holders of the Preferred Shares written notice of such determination.

6. Mandatory Redemption.

(a) At any time after the fifth anniversary of the date of this Charter, the holders of a majority of the Series A Preferred Shares then outstanding may demand that the Corporation from time to time redeem (out of funds legally available for that purpose) all or any portion of each such holder's Series A Preferred Shares then outstanding (the Series A Preferred Shares so demanded to be redeemed at any time, the "Put Shares"), in three equal annual installments for a cash amount per share (the "Redemption Amount") equal to the Series A Purchase Price. Such right may be exercised by delivery to the Corporation, from time to time, of a notice (a "Mandatory Redemption Notice") demanding such redemption. The Corporation shall (subject to Section 6(b) and Section 6(d) of this Article IV) redeem one-third of the Put Shares demanded to be redeemed hereunder on the date that is not more than 30 calendar days after the date of delivery of a Mandatory Redemption Notice relating to such Put Shares and on each of the next two (2) annual anniversaries after the date of delivery of such Mandatory Redemption Notice (each such date, a "Mandatory Redemption Date"). If the Redemption Amount for any Put Shares is not paid when due following any Mandatory Redemption Date, the amount of the Redemption Amount that is unpaid shall be increased at the rate of 6% per annum (compounded annually) from the due date to the actual date of full payment in cash.

(b) Notwithstanding the foregoing provisions of this subsection 6(a), the Corporation, at its sole option and discretion, may redeem greater numbers (including all) of the outstanding Series A Preferred Shares to be redeemed, at the Redemption Amount, at any time on or after receipt of a Mandatory Redemption Notice, to the extent permitted by law.

(c) A redemption request may be withdrawn or terminated with the written consent of (a) the holders of a majority of the Series A Preferred Shares outstanding on the date of the request for withdrawal or termination and (b) the Corporation, but only with respect to the shares of Series A Preferred Shares that had not been redeemed in full in cash as of the date of such request for withdrawal or termination. After any such withdrawn or terminated redemption request, the Series A Preferred Shares shall again be subject to redemption pursuant to this

Section 6 upon the request of the holders of a majority of the Series A Preferred Shares then outstanding as provided above.

(d) If the Corporation has insufficient funds legally available to redeem any Put Shares required to be redeemed on any Mandatory Redemption Date, those funds legally available for such purpose shall be used to redeem the maximum number of Put Shares which may be legally redeemed. The holders of the Put Shares to be redeemed pursuant to this Section 6 shall participate in any such partial redemption pro rata in accordance with the number of Put Shares requested to be redeemed by each such holder. At any time and from time to time thereafter when additional funds become legally available for the redemption of capital stock of the Corporation, such funds shall be used promptly to redeem the balance of the Put Shares requested to be redeemed pro rata, in accordance with the number of Put Shares requested to be redeemed by each holder thereof.

(e) At any time on or after a Mandatory Redemption Date, each holder of record of Put Shares to be redeemed on such date shall be entitled to receive his, her or its Redemption Amount upon actual delivery to the Corporation or its agents of the certificate or certificates representing the shares to be redeemed. On a Mandatory Redemption Date, all rights in respect of such Put Shares to be redeemed, except the right to receive the Redemption Amount, shall cease and terminate (unless the Corporation shall not pay the Redemption Amount, in which event such rights shall be exercisable until such payment shall be made in full in cash), and such shares shall no longer be deemed to be outstanding, whether or not the certificate or certificates representing such shares have been received by the Corporation.

(f) Other than as set forth in Section 6(b) of this Article IV, the Series A Preferred Shares shall not be redeemable at the option of the Corporation at any time.

7. Voting Rights.

In addition to the rights provided by law, the holders of the Preferred Shares shall be entitled to vote on all matters as to which holders of Common Stock shall be entitled to vote, in the same manner and with the same effect as such holders of Common Stock, voting together with the holders of Common Stock as one class. Each Preferred Share shall entitle the holder thereof to such number of votes as shall equal the number of shares of Common Stock into which such Preferred Share is then convertible pursuant to Section 8. The affirmative vote of the holders of a majority of the Preferred Shares and Common Stock, voting together as one class, shall be sufficient to increase or decrease the number of authorized shares of Common Stock (but not below the number of shares at the time outstanding).

8. Optional Conversion.

(a) Upon the terms set forth in this Section 8, each holder of Preferred Shares shall have the right, at such holder's option, at any time and from time to time, to convert any such shares into the number of fully paid and nonassessable shares of Common Stock equal to the quotient obtained by dividing (i) the product of the Series A Purchase Price and the number of Preferred Shares being converted, by (ii) the Conversion Price (as defined herein), as last adjusted and then in effect, by surrender of the certificates representing the Preferred Shares to

be converted. The initial conversion price per share at which shares of Common Stock shall be issuable upon conversion of Preferred Shares (as adjusted from time to time, the "Conversion Price") shall be the Series A Purchase Price. The Conversion Price shall be subject to adjustment from time to time in accordance with Section 8(e) below.

(b) Any holder of Preferred Shares may exercise the conversion right pursuant to paragraph (a) above by delivering to the Corporation the certificate or certificates for the shares to be converted, duly endorsed or assigned in blank or to the Corporation (if required by it), accompanied by written notice stating that the holder elects to convert such shares and stating the name or names (with address) in which the certificate or certificates for the shares of Common Stock are to be issued. Conversion shall be deemed to have been effected on the date when such delivery is made (the "Conversion Date"). As promptly as practicable thereafter, the Corporation shall issue and deliver to or upon the written order of such holder, to the place designated by such holder, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled, and a cash amount in respect of any fractional interest in a share of Common Stock as provided in Section 8(c) below. Upon conversion of any Preferred Shares pursuant to this Section 8, a holder of such Preferred Shares shall not be entitled to receive any accrued but unpaid dividends in respect of such converted Preferred Shares. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a shareholder of record on the applicable Conversion Date unless the transfer books of the Corporation are closed on that date, in which event such person shall be deemed to have become a shareholder of record on the next succeeding date on which the transfer books are open, but the Conversion Price shall be that in effect on the Conversion Date. Upon conversion of only a portion of the number of shares covered by a certificate representing shares of the Preferred Shares surrendered for conversion, the Corporation shall issue and deliver to or upon the written order of the holder of the certificate so surrendered for conversion, at the expense of the Corporation, a new certificate covering the number of shares of such Preferred Shares representing the unconverted portion of the certificate so surrendered.

(c) Upon conversion, the Corporation will not issue fractional shares of its Common Stock, and shall distribute cash in lieu of such fractional shares. In lieu of any fractional shares of Common Stock which would otherwise be issuable upon the conversion of Preferred Shares, the Corporation shall pay to the holder of the Preferred Shares being so converted a cash adjustment in respect of such fractional interest in an amount equal to the then fair market value, as determined in good faith by the Board, of a share of Common Stock multiplied by such fractional interest.

(d) The initial Conversion Price for the Preferred Shares was established based upon the Corporation's representation and warranty in the Securities Purchase Agreement, dated as of March 19, 2008, by and among the Corporation and the purchasers of the Preferred Shares named therein (as amended, modified, supplemented or restated, the "Preferred Share Purchase Agreement") that the Corporation's Fully Diluted Shares as of the date of the Preferred Share Purchase Agreement is and, as of the effective date hereof, shall be 3,034,959.045 shares. If such representation and warranty is determined after the effective date hereof to be untrue or incorrect, the Conversion Price then in effect shall be reduced or increased, as the case may be, to an amount equal to \$100,000,000 (or, with respect to any application of this Section 8(d) occurring after an adjustment to the Conversion Price under Section 8(e), an amount equal to the

New Valuation) divided by the Corporation's actual Fully Diluted Shares as of the effective date hereof.

(e) If the Corporation's 2008 Orders (as defined herein) shall be less than \$22,500,000 million (the "Target Amount"), then the Conversion Price shall automatically and without any further action be adjusted, effective as of December 31, 2008, to equal (x) the "New Valuation" which shall be the greater of (1) \$80.0 million and (2) the product of 3.9 and the 2008 Orders, divided by (y) 3,034,959.045 (or the Corporation's actual Fully Diluted Shares as of the date of the Preferred Share Purchase Agreement if it has been determined by December 31, 2008 that 3,034,959.045 was not the Corporation's actual Fully Diluted Shares as of the date of the Preferred Share Purchase Agreement). As used herein, "2008 Orders" means the sum of (A) the Corporation's actual gross revenue from operations for the calendar year ended December 31, 2008 calculated in accordance with generally accepted accounting principles ("GAAP") applying the same principles, policies, methodologies and practices used in preparing the annual Financial Statements (as defined in the Preferred Share Purchase Agreement), plus (B) the Corporation's deferred revenue at December 31, 2008 ("2008 Deferred Revenue") calculated in accordance with GAAP applying the same principles, policies, methodologies and practices used in preparing the 2007 Deferred Revenue (as defined herein), less the Corporation's deferred revenue at December 31, 2007 as set forth on the Corporation's balance sheet as of December 31, 2007 ("2007 Deferred Revenue"). For the avoidance of doubt, the calculation of 2008 Deferred Revenue and 2007 Deferred Revenue shall include amounts in respect of all contracted and invoiced deferred maintenance, professional services and training, plus all prepayments.

(i) The 2008 Orders shall be proportionately adjusted by mutual agreement among the Corporation and the holders of a majority of the outstanding Preferred Shares to give effect to any divestitures, acquisitions or other material corporate transactions which were not assumed in determining the Target Amount.

(ii) No adjustment to the Conversion Price shall be effected pursuant to Section 8(e) if a Liquidation shall be consummated prior to December 31, 2008.

(iii) In the event that subsequent to the date of this Charter, the Conversion Price is adjusted (the "Prior Adjustment") in accordance with Section 8 (other than Section 8(d) or Section 8(e)) and, thereafter, it is discovered that an adjustment to the Conversion Price is required under Section 8(d) or Section 8(e) (the "Special Adjustment"), the Conversion Price shall be recalculated assuming that the Special Adjustment was made prior to the Prior Adjustment.

(iv) By no later than April 1, 2009, the Corporation shall deliver to the holders of Preferred Shares a copy of the Corporation's financial statements for the calendar year ended December 31, 2008 and the Corporation's calculation of the 2008 Orders and 2008 Deferred Revenue (the "2008 Items") based on such financial statements (the date of such delivery, the "Delivery Date"). The adjustment to the Conversion Price pursuant to Section 8(e) of this Article IV shall occur within ten (10) Business Days following the Delivery Date (such period, the "Conversion Period"); provided, however, that if the holders of a majority of the outstanding Preferred Shares deliver a notice (an "Objection Notice") to the Corporation objecting to the accounts, line

items or other items derived from such financial statements that are utilized in calculating the 2008 Items, the calculation of the 2008 Items and/or any other calculation or determination contemplated by Section 8(e) of this Article IV prior to the expiration of the Conversion Period, then the Corporation and the holders of a majority of the outstanding Preferred Shares shall, within three (3) Business Days following the Corporation's receipt of the Objection Notice, jointly appoint Moore, Stephens, Lovelace, P.A. or, if mutually agreed by the Corporation and the holders of a majority of the outstanding Preferred Shares, another nationally recognized accounting firm to (x) conduct an audit of the accounts, line items and other items (including back-up data) utilized in making such calculations and/or determinations, and (y) to perform such calculations of the 2008 Items based on such audited financial information as determined by such accounting firm, and such calculations by such accounting firm shall be final and binding on all of such holders and the Corporation.

(f) The Conversion Price shall be subject to adjustment from time to time as follows:

(i) If the Corporation shall, at any time or from time to time after the date of this Charter, issue any Equity Securities (as defined herein) other than Excluded Stock (as defined herein) without consideration or for a consideration per share less than the Conversion Price for the Preferred Shares in effect immediately prior to the issuance of such Equity Securities, then the Conversion Price in effect immediately prior to each such issuance shall forthwith be lowered to a price equal to the quotient obtained by dividing:

(A) an amount equal to the sum of (x) the total number of Fully Diluted Shares immediately prior to such issuance, multiplied by the Conversion Price in effect immediately prior to such issuance, and (y) the consideration received by the Corporation upon such issuance; by

(B) the total number of Fully Diluted Shares immediately after the issuance of such Common Stock.

(ii) For the purposes of any adjustment of the Conversion Price pursuant to clause (i) above, the following provisions shall be applicable:

(A) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the gross amount of cash paid therefor, before deducting therefrom any discounts, commissions or placement fees payable by the Corporation to any underwriter or placement agent in connection with the issuance and sale thereof.

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

(C) In the case of the issuance of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock, or options to purchase or rights to subscribe for such convertible or exchangeable securities:

(1) the aggregate maximum number of shares of Common Stock deliverable upon exercise of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subdivisions (A) and (B) above), if any, received by the Corporation upon the issuance of such options or rights plus the minimum purchase price provided in such options or rights for the Common Stock covered thereby;

(2) the aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities, options, or rights were issued and for a consideration equal to the consideration received by the Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the additional consideration, if any, to be received by the Corporation upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subdivisions (A) and (B) above);

(3) on any change in the number of shares or exercise price of Common Stock deliverable to the Corporation upon exercise of any such options or rights or upon conversions of or in exchange for such convertible or exchangeable securities, other than a change resulting from the antidilution provisions thereof, the Conversion Price shall forthwith be readjusted to such Conversion Price as would have been obtained had the adjustment made upon the issuance of such options, rights or securities not converted prior to such change or options or rights related to such securities not converted prior to such change been made upon the basis of such change; and

(4) on the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price shall forthwith be readjusted to such Conversion Price as would have been obtained had the adjustment made upon the issuance of such options, rights, securities or options or rights related to such securities been made upon the basis of the issuance of only the number of shares of Common Stock actually issued upon the exercise

of such options or rights, upon the conversion or exchange of such securities, or upon the exercise of the options or rights related to such securities and subsequent conversion or exchange thereof.

(iii) "Excluded Stock" means (1) shares of Common Stock issuable upon the exercise of options granted to directors, officers, consultants and employees of the Corporation issued pursuant to the Corporation's 1998 Stock Incentive Plan (the "1998 Plan") or 2008 Stock Incentive Plan, as amended (x) prior to the effective date hereof or (y) after the effective date hereof with the consent of the Board of Directors, including the Investor Director (as defined in the Stockholders' Agreement dated as of April 22 2008 among the Corporation and certain of its stockholders), or with the consent of the holders of a majority of the outstanding Preferred Shares (the "2008 Plan", and together with the 1998 Plan, the "Plans"), (2) stock, warrants or other securities issued to a bank or other financial institution in connection with a debt financing of the Corporation, (3) shares of Common Stock issuable upon conversion of the Preferred Shares, (4) shares of Common Stock issued (or issuable upon conversion of preferred stock issued) in connection with any acquisition by the Corporation approved by the Board, (5) shares of Common Stock issued (or issuable upon conversion of preferred stock issued) pursuant to strategic alliances approved by the Board of Directors (not to exceed ten percent (10%) of the Fully Diluted Shares at the time of issuance) and (6) shares of Common Stock issuable upon the exercise of options, warrants or other securities exchangeable or exercisable for, or convertible into, shares of Common Stock that are outstanding as of the date of this Charter and disclosed to the holders of the Preferred Shares pursuant to the Preferred Share Purchase Agreement.

(iv) "Equity Securities" means all shares of capital stock of the Corporation, all securities convertible or exchangeable for shares of capital stock of the Corporation, and all options, warrants, and other rights to purchase or otherwise acquire from the Corporation shares of such capital stock, including any stock appreciation or similar rights, contractual or otherwise.

(v) "Fully Diluted Shares" means, at any given time, the number of shares of all classes of Common Stock outstanding at such time, calculated after giving effect to, and including the issuance of all shares reserved for issuance under the Plans (as defined in Section 8(f)(iii)) without giving effect to subclause (y) of clause (1) thereof) as of the effective date hereof, the conversion of all outstanding Series A Preferred Shares, and the exercise, conversion, or exchange, as applicable, of all existing options, warrants or other securities directly, or indirectly, convertible into or exchangeable for Common Stock, without regard to the contingencies or time periods applicable thereto (including any shares of Common Stock deemed to have been issued pursuant to subdivision (C) of clause (ii) of Section 8(f)).

(vi) If, at any time after the date of this Charter, the number of shares of Common Stock outstanding is increased by a stock dividend payable in shares of Common Stock or by a subdivision or split-up of shares of Common Stock, then, following the record date for the determination of holders of Common Stock entitled to receive such stock dividend, subdivision or split-up, the Conversion Price shall be

- appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of the Preferred Shares shall be increased in proportion to such increase in outstanding shares. The provisions of this clause shall similarly apply to successive combinations or reverse-splits.

(vii) If, at any time after the date of this Charter, the number of shares of Common Stock outstanding is decreased by a combination of the outstanding shares of Common Stock, then, following the record date for such combination, the Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of the Preferred Shares shall be decreased in proportion to such decrease in outstanding shares. The provisions of this clause shall similarly apply to successive combinations or reverse-splits.

(viii) Except in connection with a Liquidation, in the event of any capital reorganization of the Corporation, any reclassification of the stock of the Corporation (other than a change in par value or from no par value to par value or from par value to no par value or as a result of a stock dividend or subdivision, split-up or combination of shares), or any consolidation or merger of the Corporation, each Preferred Share shall after such reorganization, reclassification, consolidation, or merger be convertible into the kind and number of shares of stock or other securities or property of the Corporation or of the corporation resulting from such consolidation or surviving such merger to which such Preferred Share would have been entitled upon such reorganization, reclassification, consolidation or merger. The provisions of this clause shall similarly apply to successive reorganizations, reclassifications, consolidations or mergers.

(ix) All calculations under this paragraph shall be made to the nearest one hundredth (1/100) of a cent or the nearest one tenth (1/10) of a share, as the case may be.

(x) In any case in which the provisions of this paragraph (f) shall require that an adjustment shall become effective immediately after a record date of an event, the Corporation may defer until the occurrence of such event (i) issuing to the holder of any share of the Preferred Shares converted after such record date and before the occurrence of such event the shares of capital stock issuable upon such conversion by reason of the adjustment required by such event in addition to the shares of capital stock issuable upon such conversion before giving effect to such adjustments, and (ii) paying to such holder any amount in cash in lieu of a fractional share of capital stock pursuant to paragraph (c) above; provided, however, that the Corporation shall deliver to such holder an appropriate instrument evidencing such holder's right to receive such additional shares and such cash.

(g) Whenever the Conversion Price shall be adjusted as provided in paragraph (f), the Corporation shall make available for inspection during regular business hours, at its principal executive offices or at such other place as may be designated by the Corporation, a statement, signed by its chief executive officer, showing in detail the facts requiring such adjustment and the Conversion Price that shall be in effect after such adjustment. The Corporation shall also cause a copy of such statement to be sent by nationally recognized

overnight carrier or by first class certified mail, return receipt requested and postage prepaid, to each holder of the Preferred Shares at such holder's address appearing on the Corporation's records. Such copy may be given in advance.

(h) The Corporation shall reserve, and at all times from and after the date of this Charter keep reserved, free from preemptive or similar rights, out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Preferred Shares, sufficient shares of Common Stock to provide for the conversion of all outstanding Preferred Shares.

(i) Any adjustment to the Conversion Price hereunder shall, for all tax purposes, be treated as an adjustment to the Series A Purchase Price and not as a deemed exchange of the Preferred Shares. Any adjustment to the Conversion Price hereunder shall not be effected if and to the extent that the holders of a majority of the outstanding Preferred Shares shall waive such adjustment in writing.

9. Mandatory Conversion.

(a) Upon the first to occur of (i) the election to convert by holders of at least a majority of the Preferred Shares then outstanding or (ii) the consummation of the first firm commitment underwritten public offering pursuant to an effective registration statement filed on Form S-1 (or its successor form) under the Securities Act resulting in aggregate proceeds (net of underwriting discounts and commissions) to the Corporation of not less than forty million dollars (\$40,000,000) and a per share price of not less than three (3) times the Series A Purchase Price (a "QIPO"), each Preferred Share then outstanding shall, by virtue of and simultaneously with such occurrence (and, in the case of a QIPO, effective immediately prior to the consummation of the QIPO), be deemed automatically converted into the number of fully paid and nonassessable shares of Common Stock which would be issuable in respect thereof pursuant to Section 8. Upon such conversion, a holder of Preferred Shares shall not be entitled to receive any accrued but unpaid dividends in respect of such converted Preferred Shares.

(b) As promptly as practicable after the satisfaction of either of the conditions set forth in Section 9(a) to occur and the delivery to the Corporation of the certificate or certificates for the Preferred Shares which have been converted, duly endorsed or assigned in blank to the Corporation (if required by it), the Corporation shall issue and deliver to or upon the written order of each holder of Preferred Shares, to the place designated by such holder, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled, and a cash amount in respect of any fractional interest in a share of Common Stock as provided in Section 8(c) above. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a shareholder of record on the date of such occurrence and on such date the Preferred Shares shall cease to be outstanding, whether or not the certificates representing such shares have been received by the Corporation.

(c) Notwithstanding anything contained herein to the contrary, upon the consummation of a transaction that shall be a QIPO, each holder of Series A Preferred Shares shall be entitled to receive, in lieu of the receipt of shares of Common Stock pursuant to Section 9(a) above, his, her or its Series A Purchase Price in cash in respect of each Series A Preferred

Share then held upon actual delivery to the Corporation or its agents of the certificate or certificates representing the shares to be converted; provided that such holder delivers timely notice of such election as set forth below. The Corporation shall notify each holder of Series A Preferred Shares in writing of its intention to consummate a QIPO not less than 30 days prior to the consummation of a QIPO (the "QIPO Notice"). Provided that the Corporation is in compliance with its obligation pursuant to the immediately preceding sentence, each holder of Series A Preferred Shares shall notify the Corporation of its election pursuant to this Section 9(c) not less than fifteen (15) days following receipt of the QIPO Notice, and failure by the holders of Series A Preferred Shares to timely deliver such notice shall constitute an election by such holder that the Series A Preferred Shares held by such holder be converted into Common Stock pursuant to Section 9(a), and that such holder not receive his, her or its Series A Purchase Price in lieu thereof pursuant to this Section 9(c). Any such election (or deemed election) shall be irrevocable; provided that, if the QIPO is not consummated within 90 days of the delivery of the QIPO Notice, such holder's election (or deemed election) pursuant to this Section 9(c) may be revoked by such holder upon notice in writing to the Company and, if so revoked, such holder's right to make an election (and the related rights of the Corporation) pursuant to this Section 9(c) shall be restored automatically upon such revocation.

ARTICLE V

To the fullest extent permitted by the FBCA, 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 shareholders for monetary damages or breach of fiduciary duty as a director. The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative, or investigative (a "Proceeding"), by reason of the fact that he or she or his or her testator or intestate is or was a director of the Corporation or any subsidiary of the Corporation or any predecessor of the Corporation or any subsidiary of the Corporation, or serves or served at any other enterprise as director at the request of the Corporation or any predecessor to the Corporation, or acted at the direction of any such director against all expense, liability and loss actually and reasonably incurred or suffered by such person in connection therewith.

Any indemnification under this Article V (unless ordered by a court) shall be made by the Corporation upon a determination that indemnification of the director is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the FBCA, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment).

Expenses (including attorneys' fees) incurred by a director of the Corporation in defending a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding upon receipt of an undertaking by or on behalf of the director to repay all amounts so advanced in the event that it shall ultimately be determined that such director is not entitled to be indemnified by the Corporation as authorized in this Article V.

The indemnification and advancement of expenses provided by this Article V shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding office or while employed by or acting as agent for the Corporation. All rights to indemnification under this Article V shall be deemed to be a contract between the Corporation and each director of the Corporation or any of its subsidiaries who serves or served in such capacity at any time while this Article V is in effect.

The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director of the Corporation or any of its subsidiaries, or is or was serving at the request of the Corporation as a director of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her or on his or her behalf in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article V.

If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify or advance expenses to each person entitled to indemnification or advancement of expenses, as the case may be, as to all expense, liability and loss actually and reasonably incurred or suffered by such person and for which indemnification or advancement of expenses, as the case may be, is available to such person pursuant to this Article V to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the full extent permitted by applicable law.

Neither any amendment nor repeal of this Article V, nor the adoption of any provision of this Charter inconsistent with this Article V, shall eliminate or reduce the effect of this Article V in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article V would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE VI

If the holders of a majority of the outstanding Preferred Shares desire to dispute the Board's determination of "fair market value" under Section 5(g), Section 8(c) or Section 8(f)(ii)(B) hereof, such holders must submit a notice of disagreement to the Corporation within ten business days of the date such holders are given written notice of the Board's determination of such fair market value. During the three business days immediately following the Corporation's receipt of such notice, such holders and the Corporation shall negotiate in good faith to determine a mutually agreeable resolution. If the parties remain unable to reach agreement after such period, they shall engage a valuation firm reasonably acceptable to the Corporation and such majority of holders to resolve such dispute (the "Valuation Firm"). Each of the holders and the Corporation shall provide (at each's own expense) the Valuation Firm with copies of any documents, analyses or other information within its possession or control that the Valuation Firm reasonably requests in order to resolve such dispute. The Valuation Firm shall make a determination as soon as practicable after its engagement to resolve the dispute using customary valuation techniques for other companies or businesses in the same or similar industries as the Corporation (and shall not apply any discount due to the fact that the securities

may constitute "restricted securities", may be illiquid or represent a minority interest in the Corporation). The Valuation Firm's determination shall be binding on all of the holders and the Corporation, and not subject to challenge or collateral attack for any reason. The Corporation shall pay all fees, costs and expenses of the Valuation Firm in connection with its engagement to resolve such dispute.

ARTICLE VII

1. Business Opportunities.

(a) In anticipation that Insight will be, indirectly or directly, a substantial shareholder of the Corporation, and in recognition of the benefits to be derived by the Corporation through its continued contractual, corporate and business relations with Insight (including service of officers, directors, partners, managers, employees or affiliates of Insight (collectively, "Insight Persons") as directors of the Corporation), the provisions of this Article VII are set forth to define certain rights and duties of the Corporation, Insight and Insight Persons.

(b) In the event that Insight or any Insight Person acquires knowledge of a potential transaction or matter that may be a corporate opportunity for both Insight and the Corporation, Insight and such Insight Person shall have no duty to communicate or present such corporate opportunity to the Corporation and the Corporation hereby renounces any interest or expectancy it may have in such corporate opportunity, with the result that Insight or such Insight Person shall not be liable to the Corporation or its shareholders for breach of any fiduciary duty, including for breach of any fiduciary duty as a shareholder of the Corporation by reason of the fact that Insight pursues or acquires such corporate opportunity for itself, directs such corporate opportunity to another person or entity, or does not present such corporate opportunity to the Corporation, unless in each case such Insight Person acquired knowledge of such potential transaction or matter in his or her capacity as a director or officer of the Corporation or from the Corporation, its officers or employees.

(c) In the event that a director or officer of the Corporation who is an Insight Person acquires knowledge of a potential transaction or matter that may be a corporate opportunity for both the Corporation and Insight (other than in his or her capacity as an officer or director of the Corporation or from the Corporation, its officers or employees), such corporate opportunity shall belong to Insight, and the Corporation hereby renounces any interest or expectancy it may have in such corporate opportunity, and in the event that such director or officer acquires knowledge of such corporate opportunity in his or her capacity as a director or officer of the Corporation or from the Corporation, its officers or employees, such corporate opportunity shall belong to the Corporation.

(d) For the purposes of this Article VII, "corporate opportunities" shall not include any business opportunities that the Corporation is not financially or contractually able to undertake, or that are, from their nature, not in (or reasonably related to) the line of the Corporation's business or that are ones in which the Corporation has no interest.

(c) Any person or entity purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article VII.

(f) For purposes of this Article VII only, the "Corporation" shall mean the Corporation and all corporations, partnerships, joint ventures, associations and other entities in which the Corporation beneficially owns (directly or indirectly) fifty percent or more of the outstanding voting stock, voting power or similar voting interests.

Notwithstanding anything in this Charter to the contrary and in addition to any vote of the Board required by this Charter, for so long as one of the directors of the Corporation shall be an Insight Person, the affirmative vote of the holders of a majority of the shares of capital stock of the Corporation held by Insight, shall be required to alter, amend or repeal in a manner adverse to the interests of Insight or any Insight Person, or adopt any provision adverse to the interests of Insight or any Insight Person and inconsistent with, any provision of this Article VII; and this Article VII may be amended without the consent of Insight or any Insight Person if at any time none of the directors of the Corporation shall be an Insight Person.

ARTICLE VIII

The street address of the registered office of the Corporation in the State of Florida is 6300 N.W. 5th Way, Fort Lauderdale, Florida and the registered agent of the Corporation at that address shall be George S. Teixeira.

These Sixth Amended and Restated Articles of Incorporation were adopted by written consents of the board of directors and shareholders dated as of April 18th, 2008. The number of votes cast by the shareholders was sufficient for approval.