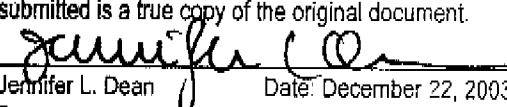


DRINKER BIDDLE & REATH LLP

1500 K Street, N.W., Suite 1100
 Washington, D.C. 20005-1209
 (202) 842-8800

<p>1. NAME OF CONVEYING PARTY:</p> <p>Fundscape.com, Inc. A Delaware corporation</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>StatementOne, Inc. A Delaware corporation 1009 Lenox Drive Building 4, Suite 103 Lawrenceville, NJ 08648</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger and Change of Name <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Change of Name <input type="checkbox"/> Release of Security Interest</p> <p>3A. EXECUTION DATE: December 13, 2000 3B. EFFECTIVE DATE: December 13, 2000</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>No</p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>N/A</p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached? No</p> <p>Jennifer L. Dean Drinker Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>Reg. No. 2,347,111 – FUNDSCAPE Reg. No. 2,549,141 – INNOVATION. CONSOLIDATION. KNOWLEDGE. Reg. No. 2,553,562 – NOW YOU KNOW Reg. No. 2,595,050 – STATEMENT ONE Reg. No. 2,595,051 – STATEMENT ONE Reg. No. 2,601,835 – STATEMENTONE.COM</p> <p>Additional numbers attached? No</p>
<p>6. TOTAL NUMBER OF TITLES: 6</p> <p>7. TOTAL FEE: \$165.00</p> <p>8. CHARGE FEES TO: DEPOSIT ACCT. NO. 50-0573 Our Ref: 43966.GEN/187173</p>	<p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p> Jennifer L. Dean Date: December 22, 2003 Page 1 of 26</p>

CH \$165.00 600573 2347111

FILED BY FACSIMILE TO: (703)306-5995
 December 22, 2003

43966.GEN/187173
 DC 3951150

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "FUNDSCAPE.COM, INC.", CHANGING ITS NAME FROM "FUNDSCAPE.COM, INC." TO "STATEMENTONE, INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF DECEMBER, A.D. 2000, AT 9 O'CLOCK A.M.

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



3069665 8100

001624424

Edward J. Freel, Secretary of State

AUTHENTICATION: 0860475

DATE: 12-18-00

TRADEMARK
REEL: 002767 FRAME: 0691

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/13/2000
001624424 - 3069665

**SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
FUNDSCAPE.COM, INC.**

FUNDSCAPE.COM, INC. (the "Corporation"), a corporation organized under the laws of the State of Delaware, does hereby certify that:

FIRST: The current name of the Corporation is Fundscape.com, Inc. The date of filing of the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware was July 19, 1999. The date of filing of the Amended and Restated Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware was June 2, 2000.

SECOND: This Second Amended and Restated Certificate of Incorporation amends and restates in its entirety the present Amended and Restated Certificate of Incorporation of the Corporation. This Certificate has been duly adopted and approved by the Board of Directors of the Corporation by unanimous written consent in lieu of a meeting thereof in accordance with the provisions of Sections 141(f), 242 and 245 of the General Corporation Law of Delaware and by the stockholders of the Corporation by written consent in lieu of a meeting thereof in accordance with the provisions of Section 228(a), 242 and 245 of the General Corporation Law of Delaware.

THIRD: This Second Amended and Restated Certificate of Incorporation shall become effective immediately upon its filing with the Secretary of State of the State of Delaware.

FOURTH: Upon filing with the Secretary of State of the State of Delaware of this Second Amended and Restated Certificate of Incorporation, the Amended and Restated Certificate of Incorporation of the Corporation shall be amended and restated in its entirety to read as follows:

ARTICLE I

The name of the Corporation is: **StatementOne, Inc.**

ARTICLE II**Purpose**

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

ARTICLE III**Capital Stock**

(a) The total number of shares of all classes of stock which the Corporation has authority to issue is Thirty Seven Million One Hundred Seventeen Thousand Nine Hundred Thirteen (37,117,913), consisting of Twenty Five Million Six Hundred Seventy Five Thousand Three Hundred Sixty Three (25,675,363) shares of Common Stock, par value \$.01 per share (the "Common Stock"), and Eleven Million Four Hundred Forty Two Thousand Five Hundred Fifty (11,442,550) shares of Preferred Stock, par value \$.01 per share (the "Preferred Stock"). The number of authorized shares of any such class or classes may be increased or decreased (but not below the number of shares then outstanding) by the affirmative vote of the holders of a majority of the outstanding voting power of the Corporation on the basis specified in Part B, Section 5 of this Article III.

(b) Except as provided in Part B, Section 7 of this Article III and in the Investors' Rights Agreement dated as of June 2, 2000 by and among the Corporation and each of the persons listed on Schedule I, Schedule II and Schedule III thereto, as amended from time to time, a copy of which is on file and available for inspection at the offices of the Corporation (the "Investors' Rights Agreement"), no stockholder shall be entitled as of right to purchase or subscribe for any unissued shares of the Corporation whether now or hereafter authorized or whether of a class now existing or of a class hereafter created, or to purchase or subscribe for any bonds, certificates of indebtedness, debentures, or other obligations convertible into shares of the Corporation.

A. COMMON STOCK**Section 1****Voting Rights**

The holders of shares of Common Stock shall be entitled to one vote for each share so held with respect to each matter voted on by the stockholders of the Corporation.

Section 2

Liquidation Rights

Subject to any prior and superior right of the holders of any series of Preferred Stock provided for in this Certificate of Incorporation, upon any liquidation, dissolution or winding up of the affairs of the Corporation, the holders of Common Stock and the holders of Series A Preferred Stock and Series B Preferred Stock shall be entitled to receive all remaining assets of the Corporation. Such assets shall be distributed ratably among the holders of Common Stock, the holders of Series A Preferred Stock and the holders of the Series B Preferred Stock on the basis of the total number of shares of Common Stock held by each of them and the number of shares of Common Stock into which each share of Series A Preferred Stock and Series B Preferred Stock held by each of them is then convertible.

Section 3

Dividends

Dividends may be paid on the Common Stock as and when declared by the Board of Directors, subject, however, to the rights of the holders of Preferred Stock set forth in Part B, Section 6 of this Article III.

B. PREFERRED STOCK

The rights, preferences, privileges and restrictions granted to and imposed upon the Preferred Stock are as follows:

Section 1

Designation

The first series of Preferred Stock shall be designated and known as "Series A Preferred Stock." The number of authorized shares constituting such series shall be Ten Million Eight Hundred Eighty One Thousand Six Hundred Twenty One (10,881,621). The second series of Preferred Stock shall be designated and known as "Series B Preferred Stock." The number of authorized shares constituting such series shall be Five Hundred Sixty Thousand Nine Hundred Twenty Nine (560,929).

Section 2

Liquidation Rights

(a) Liquidation. In the event of any liquidation, dissolution or winding up of the Corporation, (i) each holder of shares of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation

to the holders of the Common Stock and any other series of preferred stock which is junior to the Series A Preferred Stock, by reason of his, her or its ownership thereof, an amount per share of the Series A Preferred Stock equal to \$2.02788 plus any dividends which, pursuant to Section 6 hereof, have accrued to the date of distribution but remain unpaid at such time (the "Series A Liquidation Value"); and (ii) each holder of shares of Series B Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock and any other series of preferred stock which is junior to the Series B Preferred Stock, by reason of his, her or its ownership thereof, an amount per share of the Series B Preferred Stock equal to \$2.02788 plus any dividends which, pursuant to Section 6 hereof, have accrued but remain unpaid at such time (the "Series B Liquidation Value"). After the payment to such holders of such the full preferential amounts described in this subsection, any remaining assets shall be distributed to the holders of Common Stock and the holders of Series A Preferred Stock and Series B Preferred Stock in accordance with Part A, Section 2 of this Article III.

(b) Pro Rata Distribution. If the assets or surplus funds to be distributed to the holders of (i) the Series A Preferred Stock under Section 2(a); (ii) the Series B Preferred Stock under Section 2(a); and (iii) the holders of any other series of Preferred Stock ranking on a parity with the Series A Preferred Stock and Series B Preferred Stock are insufficient to permit the payment to such holders of their full preferential amount, the assets and surplus funds legally available for distribution shall be distributed ratably among (i) the holders of the Series A Preferred Stock (to the extent provided in Section 2(a) hereof); (ii) the holders of the Series B Preferred Stock (to the extent provided in Section 2(a) hereof); and (iii) the holders of such other series of Preferred Stock, pro rata, on an equal priority, pari passu basis, in proportion to the full preferential amount each such holder is otherwise entitled to receive.

(c) Series A Preferred Stock and Series B Preferred Stock Priority. All of the preferential amounts to be paid to the holders of (i) the Series A Preferred Stock under this Section 2; (ii) the Series B Preferred Stock under this Section 2; and (iii) the holders of any other series of Preferred Stock ranking on a parity with the Series A Preferred Stock and Series B Preferred shall be paid or set apart for payment before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to, the holders of the Common Stock and any other series of Preferred Stock which is junior to the Series A Preferred Stock and Series B Preferred Stock in connection with such liquidation, dissolution or winding up.

(d) Consolidation, Merger, Sale of Assets or Transfer of Capital Stock. A consolidation or merger of the Corporation with or into another corporation, or a conveyance of all or substantially all of the assets of the Corporation, or a sale, disposition or other transfer of more than fifty percent (50%) of the then outstanding capital stock of the Corporation (except where the rights set forth in Section 3.2(e) of the Investors' Rights Agreement are exercised) shall, in each case, be regarded as a liquidation, dissolution or winding up of the affairs of the Corporation within the meaning of Section 2(a) unless, upon consummation of such consolidation or merger or sale of assets, the holders of voting securities of the Corporation own directly or indirectly more than fifty percent (50%) of the voting power to elect directors of the consolidated or surviving or acquiring corporation, provided, however, that each holder of Series A Preferred Stock and each holder of Series B Preferred Stock shall have the right to elect

the benefits of the provisions of Section 3(d)(vii) hereof in lieu of receiving payment of any liquidating distributions in such liquidation, dissolution or winding up of the Corporation pursuant to this Section 2.

Section 3

Conversion

The holders of the Series A Preferred Stock and the holders of the Series B Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert.

(i) Each share of Series A Preferred Stock shall be convertible at any time, without the payment of any additional consideration by the holder thereof, at the option of the holder thereof, at the office of the Corporation or any transfer agent for the Series A Preferred Stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$2.02788 by the Series A Conversion Price, determined as hereinafter provided, in effect at the time of conversion. If more than one share of the Series A Preferred Stock shall be surrendered for conversion at the same time by the same holder of record, the number of full shares that shall be issuable upon the conversion thereof shall be computed on the basis of the total number of shares of the Series A Preferred Stock so surrendered. Each share of Series A Preferred Stock shall be so convertible at any time after the date of issuance of such share. The price at which shares of Common Stock shall be deliverable upon conversion of Series A Preferred Stock without the payment of any additional consideration by the holder thereof (the "Series A Conversion Price") shall initially be \$2.02788 per share of Common Stock. Such initial Series A Conversion Price shall be subject to adjustment, in order to adjust the number of shares of Common Stock into which the Series A Preferred Stock is convertible, as hereinafter provided.

(ii) Each share of Series B Preferred Stock shall be convertible, without the payment of any additional consideration by the holder thereof, at the option of the holder thereof, at the office of the Corporation or any transfer agent for the Series B Preferred Stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$2.02788 by the Series B Conversion Price, determined as hereinafter provided, in effect at the time of conversion. If more than one share of the Series B Preferred Stock shall be surrendered for conversion at the same time by the same holder of record, the number of full shares that shall be issuable upon the conversion thereof shall be computed on the basis of the total number of shares of the Series B Preferred Stock so surrendered. Each share of Series B Preferred Stock shall be so convertible at any time after the date of issuance of such share. The price at which shares of Common Stock shall be deliverable upon conversion of Series B Preferred Stock without the payment of any additional consideration by the holder thereof (the "Series B Conversion Price") shall initially be \$2.02788 per share of Common Stock. Such initial Series B Conversion Price shall be subject to adjustment, in order to adjust the number of shares of Common Stock into which the Series B Preferred Stock is convertible, as hereinafter provided.

(b) Automatic Conversion at the Option of the Corporation. Each share of Series A Preferred Stock and each share of Series B Preferred Stock shall, at the Corporation's option, be converted into shares of Common Stock at the then effective Series A Conversion Price or Series B Conversion Price, as applicable, upon the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Corporation to the public at an aggregate offering price resulting in gross proceeds to the Corporation as seller of not less than \$20,000,000, before deducting underwriting commissions, provided that the offering price per share of Common Stock is not less than \$8.11152 per share (the "Automatic Conversion Price"). The Corporation may exercise its option pursuant to this Section 3(b) only with respect to all, and not less than all outstanding shares of Series A Preferred Stock and Series B Preferred Stock. In the event the Corporation elects to cause the conversion of Series A Preferred Stock and Series B Preferred Stock pursuant to this Section 3(b), (i) it shall give to each holder of Series A Preferred Stock and Series B Preferred Stock notice of such conversion at least thirty (30) days prior to the scheduled closing of such a public offering, and (ii) the party or parties entitled to receive the Common Stock issuable upon such conversion of the Series A Preferred Stock and Series B Preferred Stock shall not be deemed to have converted their Series A Preferred Stock or Series B Preferred Stock until immediately prior to the closing of such offering.

(c) Mechanics of Conversion. Each party who holds of record Series A Preferred Stock or Series B Preferred Stock at the time of any conversion shall be entitled to any dividends which, pursuant to Section 6 hereof, have accrued but remain unpaid at such time. Such dividends shall be paid to all such holders within thirty (30) days of the conversion. No fractional shares of Common Stock shall be issued upon conversion of the Series A Preferred Stock or Series B Preferred Stock. In lieu of any fractional share to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then effective Series A Conversion Price or Series B Conversion Price, as applicable. Except in the case of a conversion at the option of the Corporation pursuant to Section 3(b), before any holder of Series A Preferred Stock or Series B Preferred Stock shall be entitled to convert the same into full shares of Common Stock, he, she or it shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Preferred Stock and Series B Preferred Stock, and shall give written notice to the Corporation at such office that he, she or it elects to convert the same. Upon the date of a conversion pursuant to Section 3(b), any party entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date, whether or not such holder has surrendered the certificate or certificates for such holder's shares of Series A Preferred Stock or Series B Preferred Stock. A holder surrendering his, her or its certificate or certificates shall notify the Corporation of his, her or its name or the name or names of his, her or its nominees in which he, she or it wishes the certificate or certificates for shares of Common Stock to be issued. If the person or persons in whose name any certificate for shares of Common Stock issuable upon such conversion shall be other than the registered holder or holders of the Series A Preferred Stock or Series B Preferred Stock being converted, the Corporation's obligation under this Section 3(c) shall be subject to the payment and satisfaction by such registered holder or holders of any and all transfer taxes in connection with the conversion and issuance of such Common Stock. The Corporation shall, as soon as practicable thereafter (and, in any event, within ten (10) days of such surrender), issue and

deliver at such office to such holder of Series A Preferred Stock or Series B Preferred Stock, or to his, her or its nominee or nominees, a certificate or certificates for the number of shares of Common Stock to which he, she or it shall be entitled as aforesaid, together with cash in lieu of any fraction of a share. Except in the case of a conversion pursuant to Section 3(b), such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred Stock or Series B Preferred Stock to be converted, and the party or parties entitled to receive the shares of Common Stock issuable upon conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date.

(d) Adjustments to Series A Conversion Price and Series B Conversion Price for Diluting Issues:

(i) Special Definitions. For purposes of this Section 3(d), the following definitions shall apply:

- (1) "Option" shall mean options, warrants or other rights issued by the Corporation to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities.
- (2) "Series A Original Issue Date" shall mean the first date on which a share of Series A Preferred Stock shall have been issued.
- (3) "Series B Original Issue Date" shall mean the first date on which a share of Series B Preferred Stock shall have been issued.
- (4) "Convertible Securities" shall mean any evidences of indebtedness, shares (other than Common Stock, Series A Preferred Stock and Series B Preferred Stock) of capital stock or other securities directly or indirectly convertible into or exchangeable for Common Stock.
- (5) "Additional Shares of Common Stock" shall mean any or all shares of Common Stock issued (or, pursuant to Section 3(d)(iii), deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued or issuable:
 - (A) upon conversion of shares of Series A Preferred Stock or Series B Preferred Stock or exercise of the Warrants (as defined in the Purchase Agreement); or
 - (B) to employees, officers or directors of, or consultants to, the Corporation pursuant to the Company's current employee stock plan or to one or more replacement employee stock purchase plans or stock option plans or options grants or issuances, provided that each such replacement plan, grant or issuance is approved by the holders of two-thirds (2/3) or more of the total outstanding Series A Preferred Stock (the

"Reserved Employee Shares"); all of such plans, options and grants collectively referred to as the "Plans"; or

- (C) to financial institutions in connection with borrowing or lease financing arrangements of the Corporation, provided that at least eighty percent (80%) of the entire Board of Directors approves thereof.

(ii) No Adjustment of Series A Conversion Price or Series B Conversion Price. Subject to the provisions of Section 3(d)(iii)(2) and Section 3(d)(vi) below, (i) no adjustment in the number of shares of Common Stock into which any series of the Series A Preferred Stock is convertible shall be made, by adjustment in the Series A Conversion Price in respect of the issuance of Additional Shares of Common Stock or otherwise, unless the consideration per share for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the Series A Conversion Price in effect on the date of, and immediately prior to, the issue of such Additional Share of Common Stock; and (ii) no adjustment in the number of shares of Common Stock into which any series of the Series B Preferred Stock is convertible shall be made, by adjustment in the Series B Conversion Price in respect of the issuance of Additional Shares of Common Stock or otherwise, unless the consideration per share for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the Series B Conversion Price in effect on the date of, and immediately prior to, the issue of such Additional Share of Common Stock.

(ii) Issue of Securities Deemed Issue of Additional Shares of Common Stock.

- (1) Options and Convertible Securities. In the event the Corporation at any time or from time to time after the Series A Original Issue Date or Series B Original Issue Date, as applicable, shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that such Additional Shares of Common Stock shall not be deemed to have been issued unless the consideration per share (determined pursuant to Section 3(d)(v) hereof) of such Additional Shares of Common Stock would be less than the Conversion Price in effect on the date of and immediately prior to such issue, or such record date, as the case may be, and provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:

- (A) no further adjustment in the Series A Conversion Price or Series B Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;
- (B) if such Options or Convertible Securities by their terms provide, with the passage of time, pursuant to any provisions designed to protect against dilution, or otherwise, for any increase or decrease in the consideration payable to the Corporation, or increase or decrease in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Series A Conversion Price and Series B Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;
- (C) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Series A Conversion Price and Series B Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if such expired Options or Convertible Securities, as the case may be, were never issued;
- (D) no readjustment pursuant to clause (B) or (C) above shall have the effect of (i) increasing the Series A Conversion Price to an amount which exceeds the lower of (X) the Series A Conversion Price on the original date on which the adjustment relating to such subsequent adjustment was made pursuant to this Section 3(d)(iii)(1), or (Y) the Series A Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between such original adjustment date and the date on which a readjustment is made pursuant to clause (B) or (C) above; or (ii) increasing the Series B Conversion Price to an amount which exceeds the lower of (X) the Series B Conversion Price on the original date on which the adjustment relating to such subsequent adjustment was made pursuant to this Section 3(d)(iii)(1), or (Y) the

Series B Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between such original adjustment date and the date on which a readjustment is made pursuant to clause (B) or (C) above;

- (E) in the case of any Options which expire by their terms not more than thirty (30) days after the date of issue thereof, no adjustment of the Series A Conversion Price or Series B Conversion Price shall be made until the expiration or exercise of all such Options, whereupon such adjustment shall be made in the same manner provided in clause (C) above; and
- (F) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Series A Conversion Price or Series B Conversion Price which became effective on such record date shall be cancelled as of the close of business on such record date, and thereafter the Series A Conversion Price and Series B Conversion Price shall be adjusted pursuant to this Section 3(d)(iii) as of the actual date of their issuance.
- (2) Stock Dividends, Stock Distributions and Subdivisions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date or Series B Original Issue Date, as applicable, shall declare or pay any dividend or make any other distribution on the Common Stock payable in Common Stock, or effect a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in Common Stock), then and in any such event, Additional Shares of Common Stock shall be deemed to have been issued:

- (A) in the case of any such dividend or distribution, immediately after the close of business on the record date for the determination of holders of any class of securities entitled to receive such dividend or distribution, or
- (B) in the case of any such subdivision, at the close of business on the date immediately prior to the date upon which such corporate action becomes effective.

If such record date shall have been fixed and such dividend shall not have been fully paid on the date fixed for the payment thereof, the adjustment previously made in the Series A Conversion Price or Series B Conversion Price which became effective on such record date

shall be cancelled as of the close of business on such record date, and thereafter the Series A Conversion Price and Series B Conversion Price shall be adjusted pursuant to this Section 3(d)(iii) as of the time of actual payment of such dividend.

(iv) Adjustment of Series A Conversion Price and Series B Conversion Price Upon Issuance of Additional Shares of Common Stock

- (1) In the event the Corporation shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 3(d)(iii)(1), but excluding Additional Shares of Common Stock deemed to be issued pursuant to Section 3(d)(iii)(2), which event is dealt with in Section 3(d)(vi) hereof and excluding Additional Shares of Common Stock issued pursuant to Section 3(d)(viii) hereof) without consideration or for a consideration per share less than the Series A Conversion Price in effect on the date of and immediately prior to such issue, then such Series A Conversion Price shall be reduced, concurrently with such issue, to (X) the lowest price for which any of such Additional Shares of Common Stock are issued or sold, provided that such issuance or sale occurs within one (1) year of the closing of the transactions contemplated by that certain Stock Purchase Agreement dated as of June 2, 2000, by and among the Corporation, the Purchasers listed on Schedule 1 thereto and the other signatories thereof (the "Purchase Agreement"), or (Y) if otherwise, the price determined by dividing (i) an amount equal to the sum of (a) the number of shares of Common Stock outstanding immediately prior to such issue or sale and the number of shares of Common Stock issuable upon conversion or exchange of any Convertible Securities (other than the Series A Preferred Stock) multiplied by the then existing Series A Conversion Price and (b) the consideration, if any, received by the Corporation upon such issue or sale, by (ii) the total number of shares of Common Stock outstanding immediately after such issue or sale and the number of shares of Common Stock issuable upon conversion or exchange of any Convertible Securities (other than the Series A Preferred Stock).
- (2) In the event the Corporation shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 3(d)(iii)(1), but excluding Additional Shares of Common Stock deemed to be issued pursuant to Section 3(d)(iii)(2), which event is dealt with in Section 3(d)(vi) hereof and excluding Additional Shares of Common Stock issued pursuant to Section 3(d)(viii) hereof) without consideration or for a consideration per share less than the Series B Conversion Price in effect on the date of and immediately prior to such issue, then such

Series B Conversion Price shall be reduced, concurrently with such issue, to the price determined by dividing (i) an amount equal to the sum of (a) the number of shares of Common Stock outstanding immediately prior to such issue or sale and the number of shares of Common Stock issuable upon conversion or exchange of any Convertible Securities (other than the Series B Preferred Stock) multiplied by the then existing Series B Conversion Price and (b) the consideration, if any, received by the Corporation upon such issue or sale, by (ii) the total number of shares of Common Stock outstanding immediately after such issue or sale and the number of shares of Common Stock issuable upon conversion or exchange of any Convertible Securities (other than the Series B Preferred Stock).

(v) Determination of Consideration. For purposes of this Section 3(d), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

- (1) Cash and Property. Such consideration shall:
 - (A) insofar as it consists of cash, be the aggregate amount of cash received by the Corporation excluding amounts paid or payable for accrued interest or accrued dividends;
 - (B) insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue, as determined in good faith by the Board of Directors; and
 - (C) in the event Additional Shares of Common Stock are issued together with other shares of securities or other assets of the Corporation for a single undivided consideration, be the proportion of such consideration so received allocable to such Additional Shares of Common Stock, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board of Directors.
- (2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 3(d)(iii)(1) shall be determined by dividing
 - (x) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of

such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

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

(vi) Adjustment for Stock Dividends, Stock Distributions, Subdivisions, Combinations or Consolidations of Common Stock.

- (1) Stock Dividends, Stock Distributions or Subdivisions. In the event the Corporation shall issue Additional Shares of Common Stock pursuant to Section 3(d)(iii)(2) in a stock dividend, other stock distribution or subdivision, the Series A Conversion Price and Series B Conversion Price in effect immediately prior to such stock dividend, stock distribution or subdivision shall, concurrently with the effectiveness of such stock dividend, stock distribution or subdivision, be proportionately decreased to adjust equitably for such dividend, distribution or subdivision.

- (2) Combinations or Consolidations. In the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, the Series A Conversion Price and Series B Conversion Price in effect immediately prior to such combination or consolidation shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased to adjust equitably for such combination or consolidation.

(vii) Adjustment for Merger or Reorganization, etc. In case of any consolidation or merger of the Corporation with or into another corporation or any proposed reorganization or reclassification of the Corporation (except a transaction for which provision for adjustment is otherwise made in this Section 3), (i) each share of Series A Preferred Stock shall thereafter be convertible into the number of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such Series A Preferred Stock would have been entitled upon such consolidation, merger, conveyance, reorganization or reclassification; and (ii) each share of Series B Preferred Stock shall thereafter be convertible into the number of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such Series B Preferred Stock would have been entitled upon

such consolidation, merger, conveyance, reorganization or reclassification; and, in any such case, appropriate adjustment (as determined by the Board of Directors) shall be made in the application of the provisions herein set forth with respect to the rights and interest thereafter of the holders of the Series A Preferred Stock and Series B Preferred Stock, to the end that the provisions set forth herein (including provisions with respect to changes in and other adjustments of the Series A Conversion Price and Series B Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Series A Preferred Stock and Series B Preferred Stock. The Corporation shall not effect any such consolidation, merger or sale unless prior to or simultaneously with the consummation thereof the successor corporation or purchaser, as the case may be, shall assume by written instrument the obligation to deliver to the holders of the Series A Preferred Stock and the holders of the Series B Preferred Stock such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder is entitled to receive.

Upon the occurrence of a consolidation or merger of the Corporation with or into another corporation (unless upon consummation thereof the holders of voting securities of the Corporation own directly or indirectly more than fifty percent (50%) of the voting power to elect directors of the consolidated or surviving or acquiring corporation), each holder of Series A Preferred Stock and each holder of Series B Preferred Stock shall have the option of electing treatment of its shares of Series A Preferred Stock or Series B Preferred Stock under this Section 3(d)(vii) in lieu of Section 2(d) hereof, notice of which election shall be submitted in writing to the Corporation at its principal offices no later than five (5) business days before the effective date of such event.

(viii) Adjustment for Additional Shares Issued to Cap Gemini Ernst & Young U.S. LLC ("Cap Gemini"). Notwithstanding anything herein to the contrary, in the event the Corporation shall issue Additional Shares of Common Stock to Cap Gemini or any affiliate thereof in accordance with that certain Letter of Understanding dated as of June 2, 2000 by and between the Corporation and Cap Gemini, (i) such Additional Shares shall, with respect to the Series A Conversion Price, be deemed to have been issued without consideration and the Series A Conversion Price shall be reduced, concurrently with such issue, to the price determined by dividing (X) an amount equal to the sum of the number of shares of Common Stock outstanding immediately prior to such issue or sale and the number of shares of Common Stock issuable upon conversion or exchange of any Convertible Securities (other than the Series A Preferred Stock) multiplied by the then existing Series A Conversion Price, by (Y) the total number of shares of Common Stock outstanding immediately after such issue or sale and the number of shares of Common Stock issuable upon conversion or exchange of any Convertible Securities (other than the Series A Preferred Stock); and (ii) such Additional Shares shall, with respect to the Series B Conversion Price, be deemed to have been issued at a price per share equal to \$1,680,000 divided by the number of Additional Shares of Common Stock so issued and the Series B Conversion Price shall be adjusted to the extent provided in Section 3(d)(iv) hereof.

(e) No Impairment. The Corporation will not, by amendment of its Certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the

Corporation but will at all times in good faith assist in the carrying out of all the provisions of this Section 3 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock and Series B Preferred Stock against impairment.

(f) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price or Series B Conversion Price pursuant to this Section 3, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock and Series B Preferred Stock, as applicable, a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred Stock or Series B Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) all such adjustments and readjustments theretofore made, (ii) the applicable Series A Conversion Price or Series B Conversion Price at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at such time would be received upon the conversion of Series A Preferred Stock or Series B Preferred Stock, as applicable.

(g) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend which is in the same amount per share as cash dividends paid in previous quarters) or other distribution, the Corporation shall mail to each holder of Series A Preferred Stock and each holder of Series B Preferred Stock at least ten (10) days prior to the date thereof, a notice specifying the date on which any such record is to be taken for the purpose of such dividend or distribution. At any time the Corporation makes or fixes a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in securities of the Corporation other than shares of Common Stock, provision shall be made so the each holder of shares of Series A Preferred Stock or Series B Preferred Stock shall receive upon conversion thereof, in addition to the shares of Common Stock receivable thereupon, the number of securities of the Corporation which it would have received had its shares of Series A Preferred Stock or Series B Preferred Stock been converted into shares of Common Stock on the date of such event and had such holder thereafter, during the period from the date of such event to and including the date of conversion, retained such securities receivable by it pursuant to this paragraph during such period, subject to the sum of all other adjustments called for during such period under this Section with respect to the rights of such holder of shares of Series A Preferred Stock or Series B Preferred Stock.

(h) Common Stock Reserved. The Corporation shall reserve and at all times keep available out of its authorized but unissued Common Stock, free from preemptive or other preferential rights, restrictions, reservations, dedications, allocations, options, other warrants and other rights under any stock option, conversion option or similar agreement, such number of shares of Common Stock as shall from time to time be sufficient to effect conversion of the Series A Preferred Stock and Series B Preferred Stock.

(i) No Reissuance of Series A Preferred Stock or Series B Preferred Stock. Shares of Series A Preferred Stock and Series B Preferred Stock which are converted into shares of Common Stock as provided herein shall not be reissued.

(j) Issue Tax. The issuance of certificates for shares of Common Stock upon conversion of Series A Preferred Stock or Series B 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 Series A Preferred Stock or Series B Preferred Stock which is being converted.

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

(l) Definition of Common Stock. As used in this Section 3, the term "Common Stock" shall mean and include the Corporation's authorized Common Stock, par value \$.01 per share, as constituted on the date of filing of this Second Amended and Restated Certificate of Incorporation, and shall also include any capital stock of any class of the Corporation thereafter authorized which shall neither be limited to a fixed sum or percentage of par value in respect of the rights of the holders thereof to participate in dividends nor entitled to a preference in the distribution of assets upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation; provided that the shares of Common Stock receivable upon conversion of shares of Series A Preferred Stock and Series B Preferred Stock shall include only shares designated as Common Stock of the Corporation on the date of filing of this Second Amended and Restated Certificate of Incorporation.

Section 4

Redemption

(a) Conditions. The shares of Series B Preferred Stock shall not have redemption rights. The shares of Series A Preferred Stock may be redeemed as follows:

(i) each holder of Series A Preferred Stock shall have the right, on or after a Redemption Event (as hereinafter defined), to compel the Corporation to redeem any or all of the shares of Series A Preferred Stock held by such holder, and

(ii) any holder of Series A Preferred Stock shall have the right, on or after June 2, 2005, to compel the Corporation to redeem any or all of the shares of Series A Preferred Stock held by such holder.

The redeeming holder shall give written notice to the Corporation at least forty five (45) days prior to the requested date of redemption (the "Redemption Date"). The Corporation shall,

within fifteen (15) days after receipt thereof, send a copy of such written notice to each other holder of Series A Preferred Stock.

Redemption shall only be permitted to the extent that it is permitted under the General Corporation Law of Delaware. A notice of redemption shall state the number of shares of Series A Preferred Stock to be redeemed. The Corporation shall, to the fullest extent permitted by law, do all things necessary to redeem the Series A Preferred Stock and make the payments therefor required by this Section 4.

If in any given year in which redemption is requested sufficient funds are not legally available for such redemption on the Redemption Date to redeem all of the shares of Series A Preferred Stock requested to be redeemed, any and all such unredeemed shares shall be carried forward and redeemed together with other shares of Series A Preferred Stock which are requested to be redeemed, at such time and to the extent that funds of the Corporation are legally available therefor. The shares of Series A Preferred Stock which are subject to redemption but which have not been redeemed and as to which the Redemption Price is not paid or set aside due to insufficient legally available funds shall continue to be entitled to the dividend, conversion and other rights, preferences and privileges of the Series A Preferred Stock until such shares have been redeemed and the Redemption Price has been paid or otherwise set aside with respect thereto. The number of shares to be redeemed by any holder which has requested redemption on a Redemption Date shall be determined by multiplying such amount requested to be redeemed by a fraction, the numerator of which is the aggregate number of shares to be redeemed on such Redemption Date by all holders and the denominator of which is the aggregate number of shares requested to be redeemed on such Redemption Date by all holders, as the case may be.

(b) Redemption Price. The price at which such shares shall be redeemed (the "Redemption Price") shall be the price equal to the greater of (i) the fair market value of the Series A Preferred Stock on the Redemption Date, which valuation shall be evidenced by an independent appraisal, or (ii) the Series A Liquidation Value (including any dividends which, pursuant to Part B, Section 6 of this Article III, have accrued to the date of redemption but remain unpaid at such time). The Redemption Price shall be paid by the Corporation on the Redemption Date. For purposes hereof, an independent appraisal shall be conducted by an appraiser appointed by the Corporation with the consent of the redeeming holders, which consent shall not be unreasonably withheld.

(c) Notice. Notice of any requested redemption shall be given by certified or registered mail (return receipt requested), postage prepaid. Any notice given by the Corporation shall be addressed to each holder at the address as it appears on the stock transfer books of the Corporation and shall specify the Redemption Date and the number of shares requested to be redeemed. On or after the Redemption Date as specified in any notice, the holder shall surrender such holder's certificate for the number of shares to be redeemed as stated in the notice to the Corporation. If less than all of the shares represented by such certificates are redeemed, a new certificate shall forthwith be issued for the unredeemed shares.

(d) Dividends and Conversion After Redemption. From and after the Redemption Date, no shares of the Series A Preferred Stock to be redeemed on the Redemption Date shall be

entitled to any further accrual of any dividends pursuant to Part B, Section 6 of this Article III hereof or to the conversion provisions set forth in Section 3 hereof.

(c) Redemption Event. The term "Redemption Event" as used herein shall mean failure by the Corporation to perform or comply with any material provision of this Certificate of Incorporation or of the Purchase Agreement, unless such failure, if curable, is cured within a period of sixty (60) days after the initial date on which the Corporation has failed to perform or comply with such provision.

Section 5

Voting Rights

(a) Number of Votes. Except as otherwise required by law and the provisions of this Section 5, the holders of Series A Preferred Stock, the holders of Series B Preferred Stock and the holders of the Common Stock shall be entitled to notice of any stockholders' meeting and to vote together as a single class of capital stock upon any matter submitted to a stockholder for a vote, on the following basis:

(i) Holders of Common Stock shall have one vote per share; and

(ii) Holders of Series A Preferred Stock shall have that number of votes per share as is equal to the number of shares of Common Stock into which each such share of Series A Preferred Stock held by such holder is convertible at the time of such vote or the record date therefor; and

(iii) Holders of Series B Preferred Stock shall have that number of votes per share as is equal to the number of shares of Common Stock into which each such share of Series B Preferred Stock held by such holder is convertible at the time of such vote.

(b) Election of Directors. The Board of Directors shall consist of five (5) members, which number may be increased to seven (7) as provided herein and in the Investors' Rights Agreement. Each of Axiom Venture Partners III Limited Partnership, Boston Ventures Limited Partnership VI, and Charter Fundscape LLC shall be entitled to designate one (1) director to the Board of Directors to the extent provided in the Investors' Rights Agreement. The holders of the Company's Common Stock shall be entitled to designate two (2) nominees for election to the Board of Directors, to the extent provided in the Investor Rights' Agreement. The holders of the Company's Common Stock, with the approval of the holders of the Company's Series A Preferred Stock, shall be entitled to designate two (2) additional nominees for election to the Board of Directors, as provided in the Investors' Rights Agreement. In the event that any stockholder(s) entitled to designate director(s) to the Board of Directors hereunder shall cease to have the shares required by the Investors' Rights Agreement to designate such director(s), such director(s) shall instead be elected by a plurality vote of the stockholders of the Company, voting together as a class.

(c) Quorums. Except as otherwise required by law, the following shall constitute quorums at meetings of stockholders:

(i) The presence in person or by proxy of the holders of shares constituting a majority of the votes entitled to vote thereat, calculated in accordance with Section 5(a) hereof, shall constitute a quorum for the purpose of transaction of business at all meetings of stockholders, except with respect to election of directors under Section 5(b) hereof.

(ii) For the purpose of electing directors under Section 5(b) hereof, (A) the presence in person or by proxy of the holders of a majority of the shares of Series A Preferred Stock entitled to vote thereat shall constitute a quorum for the purpose of electing that number of directors of the Board of Directors which such stockholders are entitled to elect pursuant to Section 5(b) hereof; and (B) the presence in person or by proxy of the holders of a majority of the shares of Common Stock entitled to vote thereat shall constitute a quorum for the purpose of electing that number of directors of the Board of Directors which such stockholders are entitled to elect pursuant to Section 5(b) hereof.

Section 6

Dividend Rights

If any cash dividends or other distributions are declared by the Board of Directors to be paid on the Common Stock as a class, then a dividend or distribution shall be paid at the same time to the holders of the outstanding shares of Series A Preferred Stock and Series B Preferred Stock at a rate per share equal to the product of (x) such dividend or distribution on each share of Common Stock multiplied by (y) the number of shares of Common Stock into which each share of Series A Preferred Stock or Series B Preferred Stock is then convertible. Dividends payable on the Series A Preferred Stock and Series B Preferred Stock may, with the consent of the holders of not less than two-thirds (2/3) of the then outstanding shares of Series A Preferred Stock and not less than two-thirds (2/3) of the then outstanding shares of Series B Preferred Stock, each voting solely as to such class, be paid either in cash or in fully-paid and non-assessable shares of Common Stock; provided that such method of payment is the same as the method of payment with respect to the related dividend or distribution on the Common Stock. The Corporation warrants that all Common Stock issued in such manner will be duly authorized and issued and fully paid and non-assessable upon issue by the Corporation and free from original issue taxes.

The term "distribution" as used in this Part B, Sections 6 and 7 of this Article III shall include the transfer of cash or property without consideration, whether by way of dividend or otherwise (except a dividend in shares of Common Stock), or the purchase or redemption of shares of the Corporation (other than from employees of the Corporation upon termination of employment or pursuant to the Corporation's rights of first refusal, in each case upon approval of the Board of Directors), for cash or property, including such transfer, purchase or redemption by a subsidiary of the Corporation. The time of any distribution by way of dividends shall be the date of declaration thereof, and the time of any distribution by purchase or redemption of shares shall be the date on which cash or property is transferred by the Corporation, whether or not pursuant to a contract of an earlier date; provided that where a debt security is issued in exchange for shares, the time of the distribution is the date when the Corporation acquires the shares for such exchange.

Section 7

Preemptive Rights

Each holder of Series A Preferred Stock shall have the right to participate in any offering of the Corporation's securities to the extent necessary to maintain such holder's proportionate ownership percentage of the Common Stock of the Corporation assuming for this purpose the conversion or exchange of all convertible securities, including the Series A Preferred Stock and Series B Preferred Stock, into Common Stock of the Corporation; provided that the foregoing right (i) does not apply to securities (X) issuable upon conversion of the Series A Preferred Stock or the Series B Preferred Stock or on exercise of the Warrants, (Y) issued pursuant to any stock option plan enumerated in Section 3(d)(i)(4)(B) hereof, or (Z) issued to financial institutions in connection with borrowing or lease financing arrangements of the Corporation, provided that at least eighty percent (80%) of the entire Board of Directors approves thereof; (ii) does not apply to non-cash offerings, and (iii) terminates upon the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Corporation to the public at an aggregate offering price resulting in gross proceeds to the Corporation as seller of not less than \$20,000,000, before deducting underwriting commissions, provided that the offering price per share of Common Stock is not less than \$8.11152, as such price may be adjusted from time to time for any stock dividends, combinations, splits, recapitalizations and the like. Each holder of Series A Preferred Stock who has the right to participate in any offering of securities by the Corporation in accordance with this Section 7 shall, in accordance with Section 4 of the Investors' Rights Agreement, be provided twenty (20) days notice of such offering, shall have thirty (30) days to respond to such offering, and shall be afforded the opportunity to participate in the offering pursuant to the same terms and conditions as are applicable to each of the other offerees. The holders of the Series B Preferred Stock shall not have preemptive rights.

Section 8

Covenants

Without limiting the rights of the holders of the Series A Preferred Stock to vote as a class, as required by law, so long as at least Two Million Three Hundred Ninety One Thousand Six Hundred Fifty Five (2,391,655) shares of the Series A Preferred Stock shall be outstanding, the Corporation shall not take any action which, pursuant to the terms of the Purchase Agreement, is prohibited to be taken without the approval of the holders of not less than two-thirds (2/3) of the then outstanding shares of Series A Preferred Stock, without obtaining such approval.

Section 9**Stock Dividends, Stock Distributions,
Subdivisions, Combinations and Consolidations**

In the event the Corporation shall issue additional shares of Series A Preferred Stock or Series B Preferred Stock in a stock dividend, other stock distribution or subdivision, or in the event the outstanding shares of Series A Preferred Stock or Series B Preferred Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Series A Preferred Stock or Series B Preferred Stock, (i) the amounts set forth in Section 2(a) hereof, (ii) the Automatic Conversion Price set forth in Section 3(b) hereof, and (iii), with respect to the Series A Preferred Stock, the Redemption Price set forth in Section 4 hereof (to the extent that it is based on the Series A Liquidation Value), in each case in effect immediately prior to such event shall, concurrently therewith, be proportionately decreased (in the case of a stock dividend, other stock distribution or subdivision) or increased (in the case of a combination or consolidation) in each such case to adjust equitably therefor.

ARTICLE IV**Board of Directors****Section 1****Management**

The business and affairs of the Corporation shall be managed by the board of directors. The board of directors shall meet at least once during every calendar quarter.

Section 2**No Ballot**

The directors need not be elected by written ballot unless the bylaws of the Corporation shall so provide.

Section 3**Indemnification and Liability**

To the fullest extent permitted by Delaware General Corporation Law as the same exists or may hereafter be amended, a director of this Corporation shall be indemnified by the Corporation and shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

ARTICLE V**Meetings of Stockholders**

Meetings of the stockholders may be held within or without the State of Delaware, as the bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the Delaware statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the Bylaws of the Corporation.

ARTICLE VI**Bylaws**

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the board of directors is expressly authorized to adopt, amend or repeal the bylaws of the Corporation.

ARTICLE VII**Perpetual Existence**

The Corporation is to have perpetual existence.

ARTICLE VIII**Compromise or Arrangement**

Whenever a compromise or arrangement is proposed between the 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 matter as the said court directs. If a majority in number representing three-fourths (3/4) 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 a 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; provided however, if such creditors and/or stockholders hold shares

of the Corporation's Series A Preferred Stock, the holders of at least two-thirds (2/3) of the outstanding Series A Preferred Stock must consent to such compromise or arrangement.

ARTICLE IX

Amendments and Repeal

Subject to the provisions of Part B, Section 8 of Article III, and the applicable provisions of the General Corporation Law of Delaware, the Corporation reserves the right to amend, alter, change, or repeal any provision contained in this Second Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights herein conferred are granted subject to this reservation.

ARTICLE X

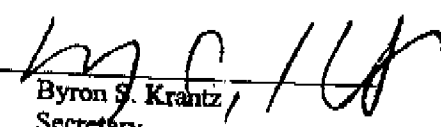
The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The Corporation's registered agent at such address is the Corporation Service Company.

IN WITNESS WHEREOF, Fundscape.com, Inc., has caused this certificate to be signed by its Chairman of the Board as of this 13th day of December, 2000 and hereby affirms that the facts stated herein are true.

FUNDSCAPE.COM, INC.

By: 
Louis C. Gerber
Chairman of the Board

ATTEST:

By: 
Byron S. Krantz
Secretary