

**SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

OF

**AVID TECHNOLOGY, INC.,
a Delaware corporation**

Incorporated September 4, 1987

**Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware**

The undersigned, Jonathan Cook and Mark G. Borden are Vice President and Assistant Secretary, respectively, of Avid Technology, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"). The Corporation's Certificate of Incorporation was initially filed in the Office of the Secretary of State of the State of Delaware on September 4, 1987. Certificates of Amendment to the Certificate of Incorporation were filed with the Office of the Secretary of State of the State of Delaware on August 25, 1988, May 19, 1989, January 22, 1990, February 22, 1991, May 17, 1991 and May 21, 1991. A Restated Certificate of Incorporation was filed with the Office of the Secretary of State of the State of Delaware on September 23, 1992. The undersigned, as President and Secretary of the Corporation, do hereby certify that (a) the Board of Directors duly adopted a resolution pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware proposing that this Second Amended Restated Certificate of Incorporation (the "Restated Certificate") be approved and declaring the adoption of such Restated Certificate to be advisable; and (b) the stockholders of the Corporation duly approved this Restated Certificate by written consent in accordance with Sections 228 and 242 of the General Corporation Law of the State of Delaware, and written notice of such consent has been given to all stockholders who have not consented in writing to this Restated Certificate.

FIRST: The name of the Corporation is: Avid Technology, Inc.

SECOND: The address of the Corporation's registered office in the State of Delaware is The Prantice-Hall Corporation System, Inc., 32 Lockerman Square, Suite L-100, in the City of Dover, County of Kent. The name of the registered agent of the Corporation at such address is The Prantice-Hall Corporation System, Inc.

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

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 34,814,050 shares, consisting of (A) 3,814,050 shares of Convertible Preferred Stock, \$.01 par value (the "Preferred Stock"), (B) 30,000,000 shares of Common Stock, \$.01 par value (the "Common Stock") and (C) 1,000,000 shares of unclassified Preferred Stock, \$.01 par value, pursuant to Paragraph K. of this Article **FOURTH** (the "Additional Preferred Stock"). The Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation is authorized, by resolution with respect to any such series ("Series Resolution"), from time to time to designate one or more series of Preferred Stock in addition to the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Series E Preferred Stock designated in this Restated Certificate, and the powers, preferences and rights, and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof and to fix or alter the number of shares comprising any such series and the designation thereof, subject to any requirements of Delaware law and this Restated Certificate.

Subject to the foregoing powers, a statement of the designations of the authorized classes of stock, and the powers, preferences and relative participating, optional, or other special rights, and the qualifications, limitations or restrictions thereof, is as follows:

A. Voting Rights.

(1) Except as otherwise provided by the laws of Delaware or in subparagraph (2) of this paragraph A, the Common Stock and the Preferred Stock shall vote as one class, with the holder of each share of Common Stock being entitled to one vote in respect of such share of Common Stock and the holder of shares of Preferred Stock being entitled to the number of votes equal to the number of whole shares of Common Stock into which all such shares of Preferred Stock could have been converted as of the record date for determining the stockholders having the right to notice of and to vote at such meeting.

(2) The affirmative consent or vote of at least 65% of the Preferred Stock on an as converted basis shall be required

with respect to any action (a) which would increase the authorized number of shares of Preferred Stock, (b) which would result in the merger, consolidation or voluntary liquidation of the Corporation or the sale, lease or other disposition (other than a mortgage or pledge) of a substantial portion of the property or assets of the Corporation, or (c) which would create any new class or series of a class of any stock of the Corporation having a preference over or being on a parity with the Preferred Stock.

B. Dividend Rights.

During any fiscal year of the Corporation, no dividends (other than dividends or distributions payable solely in shares of Common Stock of the Corporation) shall be paid or declared, and no other distribution shall be made, on or with respect to the Common Stock of the Corporation unless and until there shall have been paid, or declared and set aside for payment, during such fiscal year dividends with respect to the Preferred Stock in an amount which the holders of Preferred Stock would have received if they had converted their Preferred Stock into Common Stock immediately prior to the record date for such dividend or distribution.

C. Liquidation Rights.

(1) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, then, before any distribution or payment shall be made to or set apart for the holders of Common Stock, the holders of each series of Preferred Stock shall be entitled to receive from the assets of the Corporation an amount equal to the stated amount (the "Liquidation Preference") per share of Preferred Stock set forth in the applicable Series Resolution (such amount to be adjusted appropriately in the event of any stock dividend, stock split or combination, or similar recapitalization affecting the Preferred Stock) plus, in the case of each share, an amount equal to any dividends declared but unpaid thereon or required to be so paid under paragraph B of this Article FOURTH. After such payment shall have been made in full to the holders of Preferred Stock, the holders of Common Stock shall be entitled to receive from the remaining assets of the Corporation, as a class, a sum equal to the aggregate of the Liquidation Preferences of the Preferred Stock in cash or other property plus, in the case of each share, an amount equal to any dividends declared but unpaid thereon, any such declaration of dividends to be subject to paragraph B of this Article FOURTH above. Any assets of the Corporation remaining after all of the payments specified above in this paragraph C(1) shall be distributed with respect to the then outstanding shares of Preferred Stock and Common Stock pro rata on a per share basis without regard to class (assuming the conversion of all

outstanding Preferred Stock). If upon the occurrence of any such liquidation, dissolution or winding up, the assets and funds to be thus distributed among the holders of the Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amount, then each issued and outstanding share of Preferred Stock shall entitle the holder thereof to a proportion of the assets and funds to be distributed on a pro rata basis according to the applicable Liquidation Preference, and the holders of the Common Stock shall in no event be entitled to participate in any such distribution in respect of their shares.

(2) A merger or consolidation of the Corporation into or with any other Corporation, a merger of any other Corporation into the Corporation, or a sale, lease, exchange, transfer or similar disposition (other than a mortgage or pledge) by the Corporation of all or substantially all of its assets shall be deemed, for purposes of this paragraph C, to be a liquidation, dissolution, or winding up of the Corporation unless, in the case of any such merger or consolidation, the holders of Preferred Stock retain their existing shares of Preferred Stock or receive a security of the surviving or resulting corporation which entitles them to substantially equivalent rights and obligations as those of the Preferred Stock. Written notice of any proposed merger, consolidation, sale, lease, exchange, transfer or similar disposition meeting the foregoing description, in reasonable detail, shall be furnished to the holders of Preferred Stock no later than 30 days prior to the anticipated effective date thereof.

D. Conversion Rights.

The rights and obligations of the holders of the Preferred Stock to convert such shares into Common Stock of the Corporation shall be as follows:

(1) Optional Conversion. The shares of Preferred Stock shall be convertible (unless otherwise provided in the applicable Series Resolution) at any time at the option of the respective holders thereof at the office of the Corporation or any transfer agent for the Preferred Stock into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the conversion value (the "Conversion Value") specified in the applicable Series Resolution by the Conversion Price (as hereinafter defined) in effect at the time of conversion. The price per share of Preferred Stock at which shares of Common Stock shall be deliverable upon conversion (the "Conversion Price") shall be specified in the applicable Series Resolution. Such initial Conversion Price shall be subject to adjustment as hereinafter provided. The mechanics for conversion and other

provisions relating to conversion of Preferred Stock into Common Stock set forth elsewhere in this paragraph D of Article FOURTH shall apply to the optional conversion of the Preferred Stock.

(2) Mandatory Conversion. Each share of each series of Preferred Stock shall automatically be converted into such number of fully paid and nonassessable shares of Common Stock of the Corporation as is determined by dividing the Conversion Value applicable to such series by the Conversion Price, as such Conversion Price may be adjusted pursuant to paragraph D(3), applicable to such series upon the consummation of a firm commitment underwritten public offering pursuant to an effective registration statement (other than a registration statement relating to an offer and sale of securities to employees of, or other persons providing services to, the Corporation pursuant to an employee or similar benefit plan, registered on Form S-8 or comparable or successor form) under the Securities Act of 1933, as amended, covering the offer and sale by the Corporation of Common Stock of the Corporation to the public at a price per share that is not less than \$22.00 per share (as adjusted for stock dividends, stock splits or combinations, or similar recapitalizations affecting the Common Stock) and which results in gross proceeds to the Corporation of not less than \$10,000,000. All holders of record of shares of Preferred Stock will be given at least 20 days' prior written notice of the date fixed and place designated for mandatory conversion of the Preferred Stock and the event which resulted in the mandatory conversion of the Preferred Stock into Common Stock. Such notice shall be sent by first class mail, postage prepaid, to each holder of record of the Preferred Stock at such holder's address as shown in the records of the Corporation. On or before the date so fixed for conversion, each holder of shares of the Preferred Stock shall surrender his or its certificate or certificates for all such shares to the Corporation or the transfer agent for the Preferred Stock at the place designated in such notice and shall thereafter receive certificates for the number of shares of Common Stock to which such holder is entitled. The mechanics for conversion and other provisions relating to conversion of Preferred Stock into Common Stock set forth elsewhere in this paragraph D of Article FOURTH shall apply to the mandatory conversion of the Preferred Stock.

(3) Adjustment of Conversion Price. The applicable Conversion Price from time to time in effect shall be subject to adjustment (to the nearest tenth of a cent) from time to time as follows:

(a) If at any time after issuance of any shares of a series of Preferred Stock the Corporation shall issue, or be deemed to issue as provided below, any shares of Common Stock

(other than Excluded Stock as defined in subparagraph D(3)(h) and other than a dividend or other distribution payable in Common Stock) or Preferred Stock convertible into Common Stock or other securities convertible into Common Stock for a consideration per share less than the Conversion Price of such series in effect immediately prior to the issuance of such Common Stock or Preferred Stock convertible into Common Stock or other securities convertible into Common Stock, the Conversion Price of such series in effect immediately prior to each such issuance shall forthwith (except as provided in subparagraph D(3)(b) hereof) be adjusted as of the opening of business on the date of such issue or deemed issue to a price equal to the quotient obtained by dividing:

(i) an amount equal to the sum of

(x) the total number of shares of Common Stock outstanding (including the number of shares of Common Stock into which the outstanding shares of Preferred Stock are then convertible) immediately prior to such issuance multiplied by the Conversion Price in effect immediately prior to such issuance, plus

(y) the consideration received by the Corporation upon such issuance,

by

(ii) the total number of shares of Common Stock outstanding (including the number of shares of Common Stock into which the outstanding shares of Preferred Stock are then convertible and, in the case of an adjustment resulting from an issuance of Preferred Stock or other securities convertible into Common Stock, the number of shares of Common Stock into which such Preferred Stock or other securities are convertible at the Conversion Price then applicable to such Preferred Stock or other securities) immediately after such issuance.

(b) For the purpose of any adjustment of the Conversion Price pursuant to subparagraph D(3)(a), the following provisions shall be applicable:

(1) In the case of the issuance of options or warrants to purchase or rights to subscribe for Common Stock other than Excluded Stock, which options, warrants or rights are exercisable at a price per share less than the then applicable Conversion Price, the aggregate maximum number of shares of Common Stock deliverable upon exercise of such options or warrants to purchase or rights to subscribe for Common Stock shall be deemed for purposes of this subparagraph D(3) to have been issued at the time such options, warrants or rights were issued and for a

consideration equal to the consideration (determined in the manner provided in subparagraph D(3)(c)), if any, received by the Corporation upon the issuance of such options, warrants or rights plus the minimum purchase price provided in such options, warrants or rights for the Common Stock covered thereby.

(ii) In the case of the issuance of securities by their terms convertible into or exchangeable for Common Stock other than Excluded Stock, or options or warrants to purchase or rights to subscribe for such convertible or exchangeable securities, which securities are convertible at a price per share less than the then applicable Conversion Price, 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 or warrants to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed for purposes of this subparagraph D(3) to have been issued at the time such securities were issued or such options, warrants or rights were issued and for a consideration equal to the consideration received by the Corporation for any such securities and related options, warrants 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 subparagraph D(3)(c) hereof).

(iii) On any change in the number of shares of Common Stock deliverable upon the exercise of any such options, warrants or rights covered in subparagraph D(3)(b)(i) or upon the conversion of or exchange for such convertible or exchangeable securities or upon the exercise of such options, warrants or rights to subscribe covered in subparagraph D(3)(b)(ii), or on any change in the minimum purchase price of such options, rights or securities, including, but not limited to a change resulting from the antidilution provisions of such options, rights or securities, the Conversion Price shall forthwith be readjusted to such Conversion Price as would have obtained had the adjustment made upon the issuance of (x) such options, rights or securities not exercised, converted or exchanged prior to such change or (y) the options or rights related to such securities not converted or exchanged prior to such change, as the case may be, been made upon the basis of such change; provided, however, that no readjustment pursuant to the terms of this subparagraph D(3)(b)(iii) shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (A) the Conversion Price on the original adjustment date,

or (B) the Conversion Price that would have resulted under subparagraph D(3)(b) hereof from any issuance or deemed issuance of Common Stock between the original adjustment date and such readjustment date.

(iv) 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 obtained had the adjustment made upon the issuance of such options, rights, convertible or exchangeable securities, or options or rights related to such convertible or exchangeable securities, as the case may be, been made upon the basis of the issuance of only the number of shares of Common Stock actually issued upon the exercise of rights, upon the conversion of exchangeable securities or upon the exercise of the options or rights related to such convertible or exchangeable securities and subsequent conversion or exchange thereof, as the case may be; provided, however, that no readjustment pursuant to the terms of this subparagraph D(3)(b)(iv) shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (A) the Conversion Price on the original adjustment date, or (B) the Conversion Price that would have resulted under subparagraph D(3)(b) from any issuance or deemed issuance of Common Stock between the original adjustment date and such readjustment date.

(c) For the purpose of any adjustment of Conversion Prices pursuant to subparagraph D(3)(a), the following provisions shall be applicable:

(i) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor.

(ii) 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 value thereof as determined by an independent appraiser chosen by the Board of Directors of the Corporation; provided, however, that such fair value as determined by the independent appraiser shall not exceed the aggregate Current Market Price of the shares of Common Stock issued in exchange therefor, as of the date the Board of Directors authorizes the issuance of such shares.

(d) If the Corporation declares a dividend or other distribution payable in Common Stock, or subdivides its outstanding shares of Common Stock into a larger number or combines its outstanding shares of Common Stock into a smaller

number, then the Conversion Price in effect immediately prior to such dividend, distribution, subdivision or combination, as the case may be, shall forthwith be adjusted to that price determined by multiplying the Conversion Price by a fraction (i) the numerator of which shall be the total number of outstanding shares of Common Stock immediately prior to such dividend, distribution, subdivision or combination and (ii) the denominator of which shall be the total number of outstanding shares of Common Stock immediately after such dividend, subdivision or combination.

(e) In case the Corporation shall distribute to holders of its Common Stock shares of its capital stock (other than Common Stock), stock or other securities of other persons, evidence of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights (excluding options to purchase and rights to subscribe for Common Stock or other securities of the Corporation convertible into or exchangeable for Common Stock), then, in each such case, immediately following the record date fixed for the determination of the holders of Common Stock entitled to receive such distribution, the Conversion Price in effect thereafter shall be determined by multiplying the Conversion Price in effect immediately prior to such record date by a fraction (i) the numerator of which shall be an amount equal to the remainder of (x) the Current Market Price (as defined in subparagraph D(3)(i) hereof) of one share of Common Stock less (y) the fair market value (as determined by the Board of Directors in good faith, whose determination shall be conclusive) of the stock, securities, evidences of indebtedness, assets, options or rights so distributed in respect of one share of Common Stock, as the case may be, and (ii) the denominator of which shall be the Current Market Price of one share of Common Stock. Such adjustment shall be made on the date such distribution is made, and shall become effective at the opening of business on the business day following the record date for the determination of stockholders entitled to such distribution.

(f) Whenever the Conversion Price shall be adjusted as provided in this subparagraph D(3), the Corporation shall forthwith file, at the office of the transfer agent for the Preferred Stock, at the principal office of the Corporation or at such other place as may be designated by the Corporation, a statement, certified by the Chief Financial Officer of the Corporation, 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 first class mail, postage prepaid, to each holder of record of each series of Preferred Stock affected by

such adjustment at such holder's address as shown in the records of the Corporation.

(g) In the event the Corporation shall propose to take any action of the types described in this subparagraph D(3), the Corporation shall give notice to each holder of the Preferred Stock, which notice shall specify the record date, if any, with respect to any such action and the date on which such action is to take place. Such notice shall also set forth such facts with respect thereto as shall be reasonably necessary to indicate the effect of such action (to the extent such effect may be known at the date of such notice) on the Conversion Price and the number, kind or class of shares or other securities or property which shall be deliverable upon conversion of the shares of Preferred Stock. In the case of any action which would require the fixing of a record date, such notice shall be given at least 20 days prior to the date so fixed, and in case of all other action, such notice shall be given at least 30 days prior to the taking of such proposed action.

(h) As used in this Certificate, "Excluded Stock" shall mean up to 1,400,750 shares of Common (as adjusted for dividends and other distributions payable in Common Stock, and for subdivisions and combinations of shares of Common Stock) issued by the Corporation from and after the initial issuance date of any Series A Preferred Stock to directors, consultants and employees of the Corporation under arrangements, contracts or plans, including options to acquire said shares of Common Stock, approved by the Board of Directors of the Corporation.

(i) For the purpose of any computation pursuant to subparagraph D(3)(c) or (e) hereof, the Current Market Price at any date of one share of Common Stock shall be deemed to be the average of the daily closing prices for the 30 consecutive business days ending 15 business days before the day in question (as adjusted for any stock dividend, split, combination or reclassification that took effect during such 30 business day period). The closing price for each day shall be the last reported sales price or, in case no such reported sales take place on such date, the average of the last reported bid and asked prices, in either case on the principal national securities exchange of which the Common Stock is listed or admitted to trading, or if not listed or admitted to trading on any national securities exchange, the average of the highest reported bid and the lowest reported offer prices as furnished by The National Quotation Bureau, Incorporated (or the equivalent recognized source of quotations), all as adjusted; provided, however, that if the Common Stock is not traded in such manner that the quotations referred to in this subparagraph D(3)(i) are available for the

period required hereunder, Current Market Price shall be deemed to be the aggregate net asset value of the Corporation as shown on its most recent available balance sheet as adjusted to reflect the receipt of any property received or to be received in connection with the proposed distribution, divided by the outstanding number of shares of Common Stock, determined on the assumption that all outstanding shares of convertible securities have been converted. For this purpose, net asset values shall be calculated without taking into account the liability represented by the then outstanding convertible debt instruments.

(4) Mechanics of Conversion

(a) Before any holder of shares of Preferred Stock shall be entitled to convert the same into shares of Common Stock or upon the mandatory conversion of any such shares, he shall surrender the certificate or certificates therefor at the office of the Corporation or the transfer agent for the Preferred Stock, and shall give written notice to the Corporation or such transfer agent at said office that he elects to convert the same and shall state in such notice the name or names in which he wishes the certificate or certificates for shares of Common Stock to be registered. The Corporation will, as soon as practicable thereafter, issue and deliver at said office to the person for whose account such surrender of the shares of Preferred Stock was made or to his nominee or nominees certificates for the number of full shares of Common Stock to which he shall be entitled as aforesaid together with the cash payment to be made in respect of any fraction of a share as herein provided. Such conversion, if voluntary, shall be deemed to have been made as of the date of such surrender of the shares of Preferred Stock to be converted, and, if mandatory, shall be deemed to have been made as of the date of the occurrence of the event which requires conversion, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on said date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder surrendering Preferred Stock for conversion be conditioned upon the closing with the underwriter of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities.

(b) The shares of Common Stock issued by the Corporation from time to time upon the conversion of any shares of

Preferred Stock shall be deemed fully paid and not liable to any further call or assessment thereon.

(c) All shares of Preferred Stock so converted shall be retired and shall not be reissued. If at any time there are no shares of a particular series of Preferred Stock outstanding, then the series of Preferred Stock shall be cancelled and shall cease to exist as a series of authorized capital stock of the Corporation.

(d) The Corporation shall at all times reserve and keep available, out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Preferred Stock, the full number of shares of Common Stock deliverable upon conversion of all of the shares of Preferred Stock from time to time outstanding.

(e) No fractional shares or scrip representing fractional shares shall be issued upon the conversion of any of the shares of Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If any such conversion results in a fraction, an amount equal to such fraction multiplied by the then current market price (as determined in good faith by the board of directors of the Corporation) of one share of Common Stock shall be paid to such holder in cash by the Corporation.

E. Redemption Rights.

(1) At any time during the Redemption Period specified in the applicable Series Resolution, subject to the conditions set forth in such Series Resolution, if any, each holder of Preferred Stock shall have the right to compel the Corporation to redeem all or a portion of the shares of Preferred Stock held by such holder. The redemption price (the "Preferred Redemption Price") shall be as set forth in the applicable Series Resolution (such amount to be adjusted appropriately in the event of any stock dividend, stock split or combination, or similar recapitalization affecting the Preferred Stock).

(2) To exercise its rights under this Paragraph E, a holder of Preferred Stock shall be required to give the Corporation, during the Redemption Period, written notice of its intention to redeem (the "Notice"), which Notice shall specify the number of shares to be redeemed. Such Notice shall be sent by first class mail or registered mail, postage prepaid, and shall be

deemed to have been provided when mailed. Upon the receipt of any such Notice, the Corporation shall promptly notify each holder of Preferred Stock of the receipt of such Notice. Such notice shall be sent by first class mail or registered mail, postage prepaid, and shall be deemed to have been provided when mailed. On the date which is not later than 60 days following the date of any Notice (the "Redemption Date"), the holder of the shares of Preferred Stock to be redeemed shall be entitled to receive the applicable Preferred Redemption Price therefor (plus any declared but unpaid dividends on such shares) upon actual delivery to the Corporation or its agent of the certificate(s) representing the shares to be redeemed. At the option of the Corporation, payment of up to one-third of the Preferred Redemption Price may be deferred until a date no later than one year after the Redemption Date and payment of up to one-third of the Preferred Redemption Price may be deferred until a date no later than two years after the Redemption Date, and any such deferred portions of the Preferred Redemption Price shall bear interest at the rate of 10% per year and shall be evidenced by a promissory note of the Corporation. All shares of Preferred Stock redeemed by the Corporation pursuant to this Paragraph E shall be retired by the Corporation and not reissued.

(3) If the funds of the Corporation legally available for redemption of Preferred Stock on any redemption date are insufficient to redeem the number of shares of Preferred Stock required under this Paragraph E to be redeemed on such date, those funds which are legally available will be used to redeem the maximum possible number of such shares of Preferred Stock which would be redeemed on such date if the funds of the Corporation legally available therefor had been sufficient to redeem all shares of Preferred Stock required to be redeemed on such date. Any such partial redemption shall be pro rata among the holders of the shares of Preferred Stock to be redeemed according to Redemption Price. At any time thereafter when additional funds of the Corporation become legally available for the redemption of Preferred Stock, such funds will be used, at the end of the next succeeding fiscal quarter, to redeem the balance of the shares which the Corporation was theretofore obligated to redeem, ratably on the basis set forth in the preceding sentence.

F. Terms of Series A Preferred Stock.

There is hereby created a series of 500,000 shares of Preferred Stock designated "Series A Preferred Stock" having the following powers, preferences and relative participating, optional or other special rights, including fractional shares for this purpose, and qualifications, limitations or restrictions thereof in addition to those specified in this Restated Certificate.

(1) Liquidation Preference. The Liquidation Preference of Series A Preferred Stock shall be \$1.00.

(2) Conversion. The Conversion Value shall be \$1.00 and the initial Conversion Price shall be \$1.00 per share of Series A Preferred Stock.

(3) Redemption. The Preferred Redemption Price for the Series A Preferred Stock shall be \$1.50 per share and the Redemption Period shall be from January 1, 1996 through June 30, 1996.

(4) Series A Resolution. The provisions of this paragraph F shall be deemed, for purposes of this Article FOURTH, to be the Series Resolution with respect to the Series A Preferred Stock.

G. Terms of Series B Preferred Stock.

There is hereby created a series of 854,160 shares of Preferred Stock designated "Series B Preferred Stock" having the following powers, preferences and relative participating, optional or other special rights, including fractional shares for this purpose, and qualifications, limitations or restrictions thereof in addition to those specified in this Restated Certificate.

(1) Liquidation Preference. The Liquidation Preference of Series B Preferred Stock shall be \$2.40.

(2) Conversion. The Conversion Value shall be \$2.40 and the initial Conversion Price shall be \$2.40 per share of Series B Preferred Stock.

(3) Redemption. The Preferred Redemption Price for the Series B Preferred Stock shall be \$3.60 per share and the Redemption Period shall be from January 1, 1996 through June 30, 1996.

(4) Series B Resolution. The provisions of this paragraph G shall be deemed, for purposes of this Article FOURTH, to be the Series Resolution with respect to the Series B Preferred Stock.

H. Terms of Series C Preferred Stock.

There is hereby created a series of 937,500 shares of Preferred Stock designated "Series C Preferred Stock" having the following powers, preferences and relative participating, optional

or other special rights, including fractional shares for this purpose, and qualifications, limitations or restrictions thereof in addition to those specified in this Restated Certificate.

(1) Liquidation Preference. The Liquidation Preference of Series C Preferred Stock shall be \$4.00.

(2) Conversion. The Conversion Value shall be \$4.00 and the Initial Conversion Price shall be \$4.00 per share of Series C Preferred Stock.

(3) Redemption. The Preferred Redemption Price for the Series C Preferred Stock shall be \$6.00 per share and the Redemption Period shall be from January 1, 1995 through June 30, 1996.

(4) Series C Resolution. The provisions of this paragraph H shall be deemed, for purposes of this Article FOURTH, to be the Series Resolution with respect to the Series C Preferred Stock.

I. Terms of Series D Preferred Stock.

There is hereby created a series of 525,888 shares of Preferred Stock designated "Series D Preferred Stock" having the following powers, preferences and relative participating, optional or other special rights, including fractional shares for this purpose, and qualifications, limitations or restrictions thereof in addition to those specified in this Restated Certificate.

(1) Liquidation Preference. The Liquidation Preference of Series D Preferred Stock shall be \$4.50.

(2) Conversion. The Conversion Value shall be \$4.50 and the Initial Conversion Price shall be \$4.50 per share of Series D Preferred Stock.

(3) Redemption. The Preferred Redemption Price for the Series D Preferred Stock shall be \$6.75 per share and the redemption period shall be from January 1, 1996 through June 30, 1996; provided, however, that the Preferred Redemption Price shall be reduced to \$4.50 if the sum of the Company's net income, for all fiscal quarters in which the Company has net income ending during the period from January 1, 1991 through September 30, 1995, equals or exceeds \$20,000,000.

(4) Series D Resolution. The provisions of this paragraph I shall be deemed, for purposes of this Article FOURTH,

to be the Series Resolution with respect to the Series D Preferred Stock.

J. Terms of Series E Preferred Stock.

There is hereby created a series of 933,496 shares of Preferred Stock designated "Series E Preferred Stock" having the following powers, preferences and relative participating, optional or other special rights, including fractional shares for this purpose, and qualifications, limitations or restrictions thereof in addition to those specified in this Restated Certificate.

(1) Liquidation Preference. The Liquidation Preference of Series E Preferred Stock shall be \$16.39.

(2) Conversion. The Conversion Value shall be \$16.39 and the initial Conversion Price shall be \$16.39 per share of Series E Preferred Stock.

(3) Redemption. The Preferred Redemption Price for the Series E Preferred Stock shall be \$24.585 per share and the Redemption Period shall be from January 1, 1996 through June 30, 1996; provided, however, that the Preferred Redemption Price shall be reduced to \$16.39 if the sum of the Company's net income, for all fiscal quarters in which the Company has net income ending during the period from January 1, 1991 through September 30, 1995, equals or exceeds \$20,000,000.

(4) Series E Resolution. The provisions of this paragraph J shall be deemed, for purposes of this Article FOURTH, to be the Series Resolution with respect to the Series E Preferred Stock.

K. ADDITIONAL PREFERRED STOCK.

Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors for the Corporation hereinafter provided. Any shares of Preferred Stock which may be redeemed, purchased or acquired by the Corporation may be reissued except as otherwise provided by law. Different series of Preferred Stock shall not be construed to constitute different classes of shares for the purposes of voting by classes unless expressly provided.

Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such

series, by resolution or resolutions providing for the issue of the shares thereof, to determine and fix such voting powers, full or limited, or not voting powers, and such designations, preferences and relative participating, opinions or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the full extent now or hereafter permitted by the General Corporation Law of Delaware. Without limiting the generality of the foregoing, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to the Preferred Stock of any other series to the extent permitted by law. Except as otherwise provided in this Certificate of Incorporation, no vote of the holders of the Preferred Stock or Common Stock shall be a prerequisite to the designation or issuance of any shares of any series of the Preferred Stock authorized by and complying with the conditions of this Certificate of Incorporation, the right to have such vote being expressly waived by all present and future holders of the capital stock of the Corporation.

FIFTH: The Corporation is to have perpetual existence.

SIXTH: To the maximum extent permitted by Section 102(b)(7) of the General Corporation Law of Delaware, a director of this Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

A. To make, alter or repeal the by-laws of the Corporation.

B. To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.

C. To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any

proper purpose and to abolish any such reserve in the manner in which it was created.

D. By a majority of the whole board, to designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The by-laws may provide that in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, or in the by-laws of the Corporation, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Restated Certificate, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease, or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the Corporation; and, unless the resolution or by-laws expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

E. When and as authorized by the stockholders in accordance with statute, to sell, lease or exchange all or substantially all of the property and assets of the Corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property, including shares of stock in, and/or other securities of, any other corporation or corporations, as its Board of Directors shall deem expedient and for the best interests of the Corporation.

EIGHTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the

Delaware Code on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement, 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.

NINTH: Meetings of the stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the 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 by-laws of the Corporation. Elections of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

TENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ELEVENTH:

A. Actions, Suits and Proceedings Other than by or in the Right of the Corporation. The Corporation shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines

and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. Notwithstanding anything to the contrary in this Article, except as set forth in Paragraph F below, the Corporation shall not indemnify an Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by the Indemnitee unless the initiation thereof was approved by the Board of Directors of the Corporation.

B. Actions or Suits by or in the Right of the Corporation.
The Corporation shall indemnify any Indemnitee who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses (including attorneys' fees) which the Court of Chancery of Delaware or such other court shall deem proper.

C. Indemnification for Expenses of Successful Party. Notwithstanding the other provisions of this Article, to the extent that an Indemnitee has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Paragraphs A and B of this Article, or in defense of any claim, issue or matter therein, or on appeal from any such action, suit or proceeding, he shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf in connection therewith. Without limiting the foregoing, if any action, suit or proceeding is disposed of, on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to the Indemnitee, (ii) an adjudication that the Indemnitee was liable to the Corporation, (iii) a plea of guilty or nolo contendere by the Indemnitee, (iv) an adjudication that the Indemnitee did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and (v) with respect to any criminal proceeding, an adjudication that the Indemnitee had reasonable cause to believe his conduct was unlawful, the Indemnitee shall be considered for the purposes hereof to have been wholly successful with respect thereto.

D. Notification and Defense of Claim. As a condition precedent to his right to be indemnified, the Indemnitee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving him for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnitee. After notice from the Corporation to the Indemnitee of its election so to assume such defense, the Corporation shall not be liable to the Indemnitee for any legal or other expenses subsequently incurred by the Indemnitee in connection with such claim, other than as provided below in this Paragraph D. The Indemnitee shall have the right to employ his own counsel in connection with such claim, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (i) the employment of counsel by the Indemnitee has been authorized by the Corporation, (ii) counsel to the Indemnitee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and the Indemnitee in the conduct of the defense of such action or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnitee shall be at the expense of the Corporation, except as otherwise

expressly provided by this Article. The Corporation shall not be entitled, without the consent of the Indemnitee, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for the Indemnitee shall have reasonably made the conclusion provided for in clause (ii) above.

E. Advance of Expenses. Subject to the provisions of Paragraph F below, in the event that the Corporation does not assume the defense pursuant to Paragraph D of this Article of any action, suit, proceeding or investigation of which the Corporation receives notice under this Article, any expenses (including attorneys' fees) incurred by an Indemnitee in defending a civil or criminal action, suit, proceeding or investigation or any appeal therefrom shall be paid by the Corporation in advance of the final disposition of such matter, provided, however, that the payment of such expenses incurred by an Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of the Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Article. Such undertaking may be accepted without reference to the financial ability of such person to make such repayment.

F. Procedure for Indemnification. In order to obtain indemnification or advancement of expenses pursuant to Paragraph A, B, C or E of this Article, the Indemnitee shall submit to the Corporation a written request, including in such request such documentation and information as is reasonably available to the Indemnitee and is reasonably necessary to determine whether and to what extent the Indemnitee is entitled to indemnification or advancement of expenses. Any such indemnification or advancement of expenses shall be made promptly, and in any event within 60 days after receipt by the Corporation of the written request of the Indemnitee, unless with respect to requests under Paragraph A, B or E the Corporation determines within such 60-day period that the Indemnitee did not meet the applicable standard of conduct set forth in Paragraph A or B, as the case may be. Such determination shall be made in each instance by (i) a majority vote of a quorum of the directors of the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), (ii) if no such quorum is obtainable, a majority vote of a committee of two or more disinterested directors, (iii) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the action, suit or proceeding in question, (iv) independent legal counsel (who may be regular legal

counsel to the Corporation), or (v) a court of competent jurisdiction.

G. Remedies. The right to indemnification or advances as granted by this Article shall be enforceable by the Indemnitee in any court of competent jurisdiction if the Corporation denies such request, in whole or in part, or if no disposition thereof is made within the 60-day period referred to above in Paragraph F. Unless otherwise provided by law, the burden of proving that the Indemnitee is not entitled to indemnification or advancement of expenses under this Article shall be on the Corporation. Neither the failure of the Corporation to have made a determination prior to the commencement of such action that indemnification is proper in the circumstances because the Indemnitee has met the applicable standard of conduct, nor an actual determination by the Corporation pursuant to Paragraph F that the Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the Indemnitee has not met the applicable standard of conduct. The Indemnitee's expenses (including attorneys' fees) incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such proceeding shall also be indemnified by the Corporation.

H. Subsequent Amendment. No amendment, termination or repeal of this Article or of the relevant provisions of the General Corporation Law of Delaware or any other applicable laws shall affect or diminish in any way the rights of any Indemnitee to indemnification under the provisions hereof with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

I. Other Rights. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), agreement or vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in any other capacity while holding office for the Corporation, and shall continue as to an Indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the estate, heirs, executors and administrators of the Indemnitee. Nothing contained in this Article shall be deemed to prohibit, and the Corporation is specifically authorized to enter into, agreements with officers and directors providing indemnification rights and procedures different from those set forth in this Article. In addition, the Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the

Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.

J. Partial Indemnification. If an Indemnitee is entitled under any provision of this Article to indemnification by the Corporation for some or a portion of the expenses (including attorneys' fees), judgments, fines or amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with any action, suit, proceeding or investigation and any appeal therefrom but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify the Indemnitee for the portion of such expenses (including attorneys' fees), judgments, fines or amounts paid in settlement to which the Indemnitee is entitled.

K. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) against any expense, liability or loss incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of Delaware.

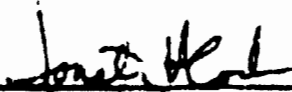
L. Merger or Consolidation. If the Corporation is merged into or consolidated with another corporation and the Corporation is not the surviving corporation, the surviving corporation shall assume the obligations of the Corporation under this Article with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the date of such merger or consolidation.

M. Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Indemnitee as to any expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

N. Definitions. Terms used herein and defined in Section 145(n) and Section 145(i) of the General Corporation Law of Delaware shall have the respective meanings assigned to such terms in such Section 145(h) and Section 145(i).

O. Subsequent Legislation. If the General Corporation Law of Delaware is amended after adoption of this Article to expand further the indemnification permitted to Indemnitees, then the Corporation shall indemnify such persons to the fullest extent permitted by the General Corporation Law of Delaware, as so amended.

EXECUTED at Tewksbury, Massachusetts, as of the 22 day of February, 1993.



Jonathan Cook
Vice President

ATTEST:



Mark G. Borden
Assistant Secretary