

FIRST AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
COMPUNET, INC.

(Pursuant to Title 30, Chapter 29, Part 10 of the
Idaho Business Corporation Act)

COMPUNET, INC., a corporation organized and existing under and by virtue of the provisions of the Idaho Business Corporation Act (the "Act").

DOES HEREBY CERTIFY:

1. That the name of this corporation is CompuNet, Inc., and that this corporation was originally incorporated pursuant to the Act on June 26, 1998.

2. That the amendments to the Articles of Incorporation affected by this Certificate are to authorize the (i) issuance of 300,000 shares of Convertible Preferred Stock with \$0.01 par value, (ii) issuance of 1,300,000 shares of Common Stock with \$0.01 par value and expressly vests in the Board of Directors of the Corporation the authority provided therein to issue any or all of said shares in one or more series and by resolution or resolutions, the designation, number, full or limited voting powers, or the denial of voting powers, preferences and relative, participating, optional, and other special rights and the qualifications, limitations, restrictions, and other distinguishing characteristics of each series to be issued.

3. That Amended and Restated Articles of Incorporation were duly adopted in accordance with the Act, after being proposed by the members of the board of directors of the Corporation and adopted by the shareholders of the Corporation in the manner and by the vote prescribed in the Act and restates integrates and further amends the Articles of Incorporation:

RESOLVED, that the Articles of Incorporation of this corporation be amended and restated in its entirety to read as follows:

FIRST: The name of the corporation is CompuNet, Inc. (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Idaho is 505 S. Florence Street, Grangeville, County of Idaho, ID 83530. The name of the registered agent at such address is Nolan B. Schoo.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Act.

FOURTH: The Corporation is authorized to issue a total of 1,600,000 shares of stock, of which 1,300,000 shares are to be designated "Common Stock," with a par value of \$0.01 per share and 300,000 shares are to be designated "Preferred Stock," with a par value of \$0.01 per share.

The description of the different classes of capital stock, and the statement of the relative powers, preferences, rights, qualifications, limitations and restrictions of each of such classes of stock, are as follows:

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A. Common Stock.

1. VOTING. Except as may otherwise be required by law, each holder of Common Stock shall have one (1) vote in respect of each share of such Common Stock held by such holder with respect to every matter coming before any meeting of, or otherwise to be acted upon by, the shareholders of the Corporation, including, without limitation, the election of the board of directors of the Corporation (the "Board").

2. DIVIDENDS. Except as otherwise provided herein, after payment in full of any "Preferred Dividends" or any "Special Preferred Dividends" (as such terms are defined in Section B.2 below) to the holders of issued and outstanding Convertible Preferred Stock, the holders of the issued and outstanding Common Stock shall share equally and ratably in any dividends paid or declared and set aside for payment (when and if declared by the Board).

3. PAYMENTS IN LIQUIDATION. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, following payment of the "Liquidation Payment" (as such term is defined in Section B.3 below), then the holders of Common Stock shall be entitled to participate, on the same basis, share for share, as the holders of Convertible Preferred Stock (on an as-converted basis as provided in Section B.5 below) in the distribution of the balance of the assets of the Corporation available for distribution to the Corporation's shareholders.

4. NO-PREEMPTIVE RIGHTS. The shares of Common Stock shall have no preemptive rights.

B. Convertible Preferred Stock.

1. VOTING RIGHTS.

- (a) Holders of outstanding shares of Convertible Preferred Stock are entitled to one vote for each share of Common Stock into which such shares of Convertible Preferred Stock are then convertible.
- (b) Except for matters on which the holders of Common Stock or any other series of Preferred Stock are required to vote as separate series by law or pursuant to the Corporation's By-Laws, the holders of Convertible Preferred Stock shall be entitled to vote together with the holders of Common Stock in elections of directors and on all other matters on which the holders of Common Stock vote.
- (c) In addition to any other rights provided by law, so long as any share of Convertible Preferred Stock is outstanding, the Corporation shall not, without the vote of the holders of at least a majority of the outstanding shares of Convertible Preferred Stock, (i) authorize or issue (or obligate itself to authorize or issue) any security of the Corporation ranking on parity with or senior to the Convertible Preferred Stock; (ii) issue new classes or series of preferred stock having rights, preferences or privileges senior to the Convertible Preferred Stock; (iii) reclassify any class or series of Common Stock into shares having rights, preferences or privileges

senior to the Convertible Preferred Stock; (iv) apply any of its assets to the redemption or acquisition of shares of any class or series of capital stock of the Corporation (unless such shares are repurchased in connection with an employment, employee stock option, repurchase or similar vesting agreement or pursuant to the provisions of the ESOP); or (v) amend the Corporation's Articles of Incorporation, as amended, or By-Laws in any manner that adversely affects the preferences, privileges, restrictions or other rights of the Convertible Preferred Stock or that results in a breach of the terms hereof.

2. DIVIDENDS.

- (a) To the extent permitted under the Act, holders of shares of Convertible Preferred Stock will be entitled to receive dividends on each share of Convertible Preferred Stock, which shall accrue cumulatively from the Convertible Preferred Stock Inception Date (as such term is defined in Section B.9 below) at the rate of five percent (5%) per annum on the Convertible Preferred Purchase Price (as such term is defined in Section B.9 below) thereof ("Preferred Dividends") and shall be payable annually in cash in accordance with Section B. 2(b). Such dividends shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends, and such dividends shall be cumulative such that all accrued and unpaid dividends shall be fully paid or declared with funds irrevocably set apart for payment before any dividends, distributions, redemptions or other payments may be made with respect to any other securities of the Corporation. Notwithstanding any provision contained herein to the contrary, the rights of a holder of Convertible Preferred Stock to receive the Preferred Dividends shall terminate with respect to each such share of Convertible Preferred Stock upon such time (the "Convertible Preferred Stock Dividend Cap Date") when the aggregate amount of all Preferred Dividends, Special Preferred Dividends (as defined in Section B.2(c) below) and other dividends and distributions that the holders of Convertible Preferred Stock received in respect of all shares of the Convertible Preferred Stock equals or exceeds \$10,074,100 (or \$33.58 per share) (the "Cumulative Preferred Dividends"), subject to equitable adjustments to reflect stock splits, stock dividends, stock combinations, recapitalizations and like occurrences and to reflect any adjustments to the purchase price under the terms of the Stock Purchase Agreement, (if applicable).
- (b) To the extent permitted under the Act, except as provided in the last sentence of Section B.2(a) above, beginning on each anniversary date of such Convertible Preferred Stock Inception Date while shares of Convertible Preferred Stock remain outstanding through the five (5) year anniversary of the Convertible Preferred Stock Inception Date (the "Fifth Anniversary Date") (each referred to herein as "Dividend Reference

Dates”), all dividends described in Section B.2(a) that have accrued on each share of Convertible Preferred Stock during the period from the date of the last payment of the dividends described in Section B.2(a) (or, for the dividends that have accrued on each share of Convertible Preferred Stock payable on the one year anniversary of the Convertible Preferred Stock Inception Date, from the Convertible Preferred Stock Inception Date) and ending on such Dividend Reference Date shall be paid on each Dividend Reference Date; provided, however, that upon the occurrence of an “Optional Conversion” (as such term is defined in Section B.5(a) below), all dividends described in Section B.2(a) that have accrued on each share of Convertible Preferred Stock during the period beginning after the previous Dividend Reference Date (or, in the case of an Optional Conversion that occurs before the one year anniversary of the Convertible Preferred Stock Inception Date, for the dividends that have accrued on each share of Convertible Preferred Stock payable on the one year anniversary of the Convertible Preferred Stock Inception Date, from the Convertible Preferred Stock Inception Date) and ending on the date of such Optional Conversion shall be paid on the effective date of such Optional Conversion; and further provided that upon the occurrence of an “Automatic Conversion” (as such term is defined in Section B.5(c) below), all dividends described in Section B.2(a) that would have accrued on each share of Convertible Preferred Stock during the period beginning after the previous Dividend Reference Date (or, in the case of an Automatic Conversion that occurs before the one year anniversary of the Convertible Preferred Stock Inception Date, beginning after the Convertible Preferred Stock Inception Date) and ending on the Fifth Anniversary Date had the Automatic Conversion not occurred prior to the Fifth Anniversary Date shall be paid on the effective date of such Automatic Conversion.

- (c) Special Dividends. The holders of Convertible Preferred Stock shall be entitled to receive, when and as declared by the Board out of funds legally available therefor, such other amounts as the Board may declare from time to time, in its sole discretion, as a dividend payable solely on the issued and outstanding shares of Convertible Preferred Stock (“Special Dividends”).
- (d) Restrictions on Dividends. So long as the Corporation is in arrears in the payment of any Preferred Dividend or any declared but unpaid Special Dividend, the Corporation shall not, directly or indirectly, declare or pay any dividend on, or make any distribution to the holders (as such) of, any Common Stock or any other class or series of stock of the Corporation.
- (e) Pro Rata Share of Other Dividends. In the event that the Board shall, subject to Section B.2(c) above, elect to pay or declare and set apart for payment any cash dividend on shares of the Common Stock out of funds legally available therefor, the holder of the Convertible Preferred Stock shall also be entitled to receive dividends payable in an amount per share

equal to the amount per share payable on the Common Stock (with the shares of Convertible Preferred Stock treated on an as-converted basis).

3. REDEMPTION AT OPTION OF CORPORATION.

- (a) Optional Redemption. Subject to the conversion rights set forth in Section B.5, the Convertible Preferred Stock shall be redeemable, in whole or in part, at the option of the Corporation at any time; provided, however that for so long as shares of Convertible Preferred Stock are held by the ESOP such redemption shall be subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including any restrictions on the redemption as a "prohibited transaction" (as provided for under the Internal Revenue Code of 1986, as amended, and under ERISA). The redemption price paid for each share of Convertible Preferred Stock to be redeemed (the "Redemption Price") shall equal (i) the value of one share of Common Stock (subject to appropriate adjustments in the event of, without duplication, (A) combinations, subdivisions, stock splits or like events with respect to the Convertible Preferred Stock and (B) the Conversion Ratio of the Convertible Preferred Stock changing to a Conversion Ratio other than 1:1 pursuant to Section B.6 below), plus (ii) a payment in cash equal to the sum of (A) the present value (calculated using a discount rate equal to ten percent (8%) per annum) of all accrued and unpaid Preferred Dividends (whether or not declared as of the date of redemption) from the Convertible Preferred Stock Inception Date through the Fifth Anniversary Date and (B) any declared and unpaid Special Preferred Dividends or other declared and unpaid dividends as of the date of redemption provided, however that no call will occur at a price that is below fair market value (determined as of the date of the call under the requirements of ERISA) of the interests owned by the ESOP or in any event when the transaction is otherwise not able to be completed as required under ERISA fiduciary requirements. From and after the Redemption Date (as defined in Section B.3(b) below) and payment in full of the Redemption Price, dividends on shares of Convertible Preferred Stock called for redemption shall cease to accrue and such shares will no longer be deemed to be outstanding and all rights in respect of such shares of Convertible Preferred Stock shall cease.
- (b) Notice of Redemption. Unless otherwise required by law, a notice of redemption pursuant to this Section B.3 (the "Redemption Notice") shall be sent to the holder of the shares of Convertible Preferred Stock at the address shown on the books of the Corporation by first class mail, postage prepaid, mailed not less than 10 days nor more than 30 days prior to the Redemption Date. Each such notice shall state: (i) the date that the Redemption Price will be paid (the "Redemption Date"); (ii) the total number of shares of Convertible Preferred Stock to be redeemed; (iii) the Redemption Price; (iv) the place or places where certificates for such

shares are to be surrendered for payment of the Redemption Price; (v) that dividends on the shares of Convertible Preferred Stock to be redeemed will cease to accrue at the Redemption Date; and (vi) the conversion rights of the shares of Convertible Preferred Stock to be redeemed and the period within which such conversion rights may be exercised, and the Conversion Ratio in effect at the time in accordance with Section B.5 below. Upon surrender of a certificate or certificates for any shares of Convertible Preferred Stock so called for redemption, the Corporation shall redeem such shares of Convertible Preferred Stock on the Redemption Date and at the Redemption Price specified in Section B.3(a). If a certificate or certificates representing the shares of Convertible Preferred Stock to be redeemed are not surrendered on or prior to the Redemption Date, the Corporation shall send payment of the Redemption Price to the holder of the shares of Convertible Preferred Stock at the address of such holder shown in the records of the Corporation and the certificate or certificates for such shares of Convertible Preferred Stock shall be deemed automatically cancelled as of the Redemption Date.

4. LIQUIDATION PREFERENCE.

- (a) Liquidation Preference. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation prior to the payment of dividends and other distributions to all holders of Convertible Preferred Stock in the aggregate of \$10,074,100 (or \$33.58 per share) on each outstanding share of Convertible Preferred Stock, subject to equitable adjustments to reflect stock splits, stock dividends, stock combinations, recapitalizations and like occurrences and to reflect any adjustments to the purchase price under the terms of the Stock Purchase Agreement, if applicable), the holder of Convertible Preferred Stock shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, a payment for each outstanding share of Convertible Preferred Stock in cash equal to sum of (i) the present value (calculated using a discount rate of eight percent (8%) per annum) of all accrued Preferred Dividends (whether or not declared as of the payment date) from the Convertible Preferred Stock Inception Date through the Convertible Preferred Stock Dividend Cap Date and (ii) any declared and unpaid Special Preferred Dividends or other declared and unpaid dividends as of the payment date, less the aggregate amount of dividends and other distributions previously paid on such shares prior to the payment date (the "Liquidation Payment"), and such payment shall be allocated pro rata among the outstanding shares of Convertible Preferred Stock, before any payment shall be made or any assets distributed to the holders of the Common Stock. After payment of the Liquidation Payment, the holders of Convertible Preferred Stock shall then be entitled to participate, on the same basis, share for share (calculated with regard to the number of shares of Common Stock into which a share of Convertible Preferred Stock is convertible at the Conversion Ratio then in effect) in any distribution to

holders of Common Stock of the balance of the assets of the Corporation available for distribution to the Corporation's shareholders in connection with such liquidation, dissolution or winding up. If the value of the assets of the Corporation available for distribution to the Corporation's shareholders is less than the Liquidation Payment, upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), all of the assets of the Corporation available for distribution to the Corporation's shareholders shall be distributed to the holders of the Convertible Preferred Stock.

- (b) Deemed Liquidation. For purposes of this Section B.4, a liquidation, dissolution or winding up of the Corporation shall be deemed to include the occurrence of any of the following events, unless the preferences and rights applicable to the Convertible Preferred Stock in this Amended and Restated Certificate of Incorporation (including the Preferred Dividends per share for the periods provided herein) remain unaffected in such transaction or, prior thereto, such transaction shall have been approved by the holder of the shares of the Convertible Preferred Stock: (1) any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation under applicable law, (2) any sale of all or substantially all of the assets of the Corporation in any transaction or series of related transactions, (3) merger consolidation, reorganization or other combination of the Corporation with or into any other entity which, under applicable law, requires the approval of the shareholders of the Corporation, or (4) a person or group of persons (other than the ESOT or another trust established in connection with another employee benefit plan of the Corporation) acquires beneficial ownership of more than percent (50%) of the outstanding capital stock of the Corporation owned by the shareholders of the Corporation. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that any liquidation that occurs under items (2), (3), or (4) will be subject to all fiduciary requirements, including that the ESOP receives at least fair market value for its stock at the time of such liquidation.

5. CONVERSION RIGHTS.

- (a) Optional Conversion. The holder of shares of Convertible Preferred Stock shall be entitled, at any time, to cause any or all of the shares of Convertible Preferred Stock held by such holder of shares of Convertible Preferred Stock to be converted into shares of Common Stock at a one to one (1:1) ratio, being one share of Common Stock to one share of Convertible Preferred Stock (as adjusted pursuant to Section B.6, the "Conversion Ratio"); provided, however, that if the Corporation elects to redeem any shares of Convertible Preferred Stock and, following notice of such redemption, the holder of Convertible Preferred Stock elects to exercise its conversion rights, then the holder of Convertible Preferred Stock must exercise its conversion rights prior to the close of business on

the date which is 10 Business Days before the date that the Corporation fixed for redemption. At the time of such conversion, the Corporation shall pay the holder of Convertible Preferred Stock in cash an amount equal to the aggregate amount of accrued but unpaid dividends due through the date of conversion on the shares of Convertible Preferred Stock to be so converted (collectively, the "Accrued Dividend Amount").

- (b) Notice of Conversion. To convert shares of Convertible Preferred Stock into shares of Common Stock, the holder of shares of Convertible Preferred Stock shall give written notice to the Corporation (the "Conversion Notice") of the holder's election to convert a stated number of shares of Convertible Preferred Stock (the "Conversion Shares") into shares of Common Stock on the date specified in the Conversion Notice (which date shall not be earlier than 5 Business Days after the date of the Conversion Notice), after which the holder of the Conversion Shares shall surrender the certificate or certificates, duly assigned and endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto) representing such Conversion Shares. Promptly after the receipt of the Conversion Notice and surrender of the Conversion Shares, the Corporation shall (1) issue and deliver, or cause to be delivered, to the holder of Conversion Shares a certificate or certificates for the number of shares of Common Stock issuable upon the conversion of such Conversion Shares (and a certificate for the number, if any, of the shares of Convertible Preferred Stock represented by the surrendered certificate that were not converted into Common Stock) and (2) pay the holder of the Conversion Shares in cash the Accrued Dividend Amount on all shares of Convertible Preferred Stock converted. Such conversion shall be deemed to have been effected as of the close of business on the date specified in the Conversion Notice, and the holder of the Conversion shares shall be treated for all purposes as the holder of record of the shares of Common Stock issuable upon such conversion, and shall not be treated as a holder of Convertible Preferred Stock, as of the close of business on such date.
- (c) Automatic Conversion. If the Convertible Preferred Stock has not already been converted into Common Stock pursuant to an Optional Conversion, then immediately upon the earliest to occur of (i) a Public Offering (as defined in Section B. 9 below), (ii) the Fifth Anniversary Date, (iii) the date upon which the Cumulative Preferred Dividends are paid in full, (iv) the effective date of any election by the Corporation to be treated as an S-corporation for federal income tax purposes or (v) the date a Change of Control (as defined in Section B.9 below) occurs, each outstanding share of Convertible Preferred Stock shall be converted into Common Stock at the Conversion Ratio then in effect without the need for any action by the holder thereof or by the Corporation (an "Automatic Conversion"). In addition, after the Convertible Preferred Stock Inception Date, any share of Convertible Preferred Stock that is transferred to any person or entity

other than the ESOT shall also automatically be converted into shares of the Corporation's Common Stock at a rate equal to the Conversion Ratio then in effect. While no action by the Corporation or the holder of any share of Convertible Preferred Stock shall be required to effectuate an Automatic Conversion, the Corporation may elect to follow the procedures essentially similar to those set forth in Section B.5(b). Any Automatic Conversion occurring prior to the Fifth Anniversary Date shall require that each share of Convertible Preferred Stock receive (as of such Automatic Conversion date) a payment in cash equal to the sum of (A) the present value (calculated using a discount rate equal to eight percent (8%) per annum) of all accrued and unpaid Preferred Dividends (whether or not declared as of the date of redemption) from the Convertible Preferred Stock Inception Date through the Fifth Anniversary Date and (B) any declared and unpaid Special Preferred Dividends or other declared and unpaid dividends as of the date of redemption.

- (d) Reservation of Shares. The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Stock, solely for issuance upon the conversion of shares of Convertible Preferred Stock as herein provided, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all of the shares of Convertible Preferred Stock at the time outstanding.
- (e) Cancellation and Reissuance of Converted Shares. Any shares of Convertible Preferred Stock that the Corporation acquired by reason of the conversion of such shares shall be cancelled as shares of Convertible Preferred Stock and restored to the status of authorized but unissued shares of Convertible Preferred Stock of the Corporation, undesignated as to series, and may thereafter be reissued as part of a new series of such Convertible Preferred Stock as permitted by law.
- (f) Stock Transfer Taxes. The Corporation shall pay all stock transfer and documentary stamp taxes that may be payable in respect of any issuance or delivery of shares of the Convertible Preferred Stock or shares of Common Stock or other such securities issued on account of the Convertible Preferred Stock pursuant hereto or certificates representing such shares or securities. The Corporation shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of the Convertible Preferred Stock or such Common Stock or other securities in a name other than that in which the shares of the Convertible Preferred Stock with respect to which such shares or other securities are issued or delivered were registered, or in respect of any payment to any person with respect to any such shares or securities other than a payment to the registered holder thereof, and shall not be required to make any such issuance, delivery or payment until the person otherwise entitled to such issuance, delivery or payment has paid to the Corporation the amount of any such tax or has

established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

6. ADJUSTMENT OF CONVERSION RATIO.

- (a) Organic Changes. If the Corporation shall (i) subdivide the outstanding shares of Common Stock or (ii) combine the outstanding shares of Common Stock into a smaller number of shares, in each case, whether by reclassification of shares or recapitalization of the Corporation, the Conversion Ratio in effect immediately prior to such action shall be adjusted by multiplying such Conversion Ratio by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately after such event, and the denominator of which shall be the number of shares of Common Stock outstanding immediately before such event.
- (b) Subsequent Issuances. If at any time and from time to time after the Convertible Preferred Stock Inception Date, the Corporation shall issue, sell or exchange (i) shares of Common Stock or (ii) options, warrants or other rights to acquire shares of Common Stock (but excluding synthetic equity awards issued to employees of the Corporation representing less than ten percent (10%) of the Common Stock as determined on a fully diluted basis) (securities described in this clause (ii), "Common Securities") (each such event, an "Issuance", and the date of such Issuance, the "Issuance Date"), in any such case at a purchase price or exercise price per share, as applicable, that is less than the Fair Market Value (as defined in Section B.9 below) on the Issuance Date, then the Conversion Ratio in effect immediately prior to such Issuance shall be adjusted by multiplying such Conversion Ratio by a fraction, the numerator of which shall be the sum of (i) the number of shares of Common Stock outstanding immediately before the Issuance and (ii) the number of shares of Common Stock so issued, or the maximum number of shares of Common Stock that could be acquired upon exercise in full of all Common Securities so issued, and the denominator of which shall be the sum of (x) the number of shares of Common Stock outstanding immediately before such Issuance and (y) the number of shares of Common Stock that could be purchased at the Fair Market Value of a share of Common Stock on the Issuance Date for the maximum aggregate consideration paid for the Common Stock received in such Issuance or payable for the maximum number of shares of Common Stock upon the exercise in full of all such Common Stock received in such Issuance.
- (c) Adjustment for Mergers, Reorganization and Similar Events. If there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Convertible Preferred Stock) is converted in or exchanged for securities, cash or other property, then following any such event (so long as it is not a deemed liquidation covered by Section B.4(b) above, and

without duplication), each share of Convertible Preferred Stock shall thereafter be convertible, in lieu of the Common Stock it was convertible into prior to such event, into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Convertible Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction.

- (d) No De Minimus Adjustments. Notwithstanding any other provisions of this Section B.6, the Corporation shall not be required to make any adjustment of the Conversion Ratio unless such adjustment would require an increase or decrease of at least one percent (1%) in the Conversion Ratio. Any lesser adjustment shall be carried forward and shall be made no later than the time of, and together with, the next subsequent adjustment which, together with any adjustment or adjustments so carried forward, shall amount to an increase or decrease of at least one percent (1%) in the Conversion Ratio.

7. NOTICES TO HOLDERS.

- (a) Notice of Adjustment. Whenever an adjustment to the Conversion Ratio of the Convertible Preferred Stock is required pursuant to Section B.6, the Corporation shall forthwith place on file with the Secretary of the Corporation a statement signed by an officer of the Corporation stating the adjusted Conversion Ratio determined as provided herein. Such statement shall set forth in reasonable detail such facts as shall be necessary to show the reason and the manner of computing such adjustment. Promptly after each adjustment to the Conversion Ratio of the Convertible Preferred Stock, the Corporation shall mail a notice thereof and of the then prevailing Conversion Ratio to the holder of Convertible Preferred Stock at the address shown on the books of the Corporation. However, except as may be otherwise required by law, the failure to give the notice required by this Section B.7 or any defect therein shall not affect the legality or validity of any distribution, right, option, warrant, consolidation, merger, conveyance, transfer, dissolution, liquidation or winding up, or the vote upon any action.
- (b) Address of Holder. If the holder of shares of Convertible Preferred Stock shall not by written notice designate the address to which the certificate or certificates representing shares of Common Stock to be issued upon conversion of such Convertible Preferred Stock should be sent, the Corporation shall be entitled to send the certificate or certificates representing such shares, or such payment, to the address of such holder of shares of Convertible Preferred Stock shown on the books of the Corporation.

8. **EXCLUSION OF OTHER RIGHTS.** Except as may otherwise be required by law, the shares of Convertible Preferred Stock shall not have any preferences or optional, participating, relative or other special rights, other than those specifically set forth in this Amended and Restated Certificate of Incorporation of the Corporation. Except as otherwise provided for in this Amended and Restated Certificate of Incorporation, the shares of Convertible Preferred Stock shall have no preemptive or subscription rights.

9. **GENERAL PROVISIONS.**

(a) **Headings.** The headings of the various sections hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

(b) **Invalidity.** If any term, right, preference or limitation of the Convertible Preferred Stock set forth in this Amended and Restated Certificate of Incorporation is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other terms, rights, preferences and limitations that can be given effect without the invalid, unlawful or unenforceable term, right, preference or limitation will, nevertheless, remain in full force and effect, and no term, right, preference or limitation herein set forth will be deemed dependent upon any other such term, right, preference or limitation unless so expressed herein.

(c) **Definitions.** For the purposes of this Amended and Restated Certificate of Incorporation the following terms shall have the meanings indicated:

"Business Day" means each day that is not a Saturday, Sunday or a day on which state or federally chartered banking institutions in Idaho required or authorized to be closed.

"Change of Control" means (A) events pursuant to which the Corporation shall, directly or indirectly, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Corporation is the surviving corporation) another Person, (ii) sell, assign, transfer, lease, license, convey or otherwise dispose of all or substantially all of the properties or assets of the Corporation to another Person, (iii) allow another Person to make a purchase, tender or exchange offer that is accepted by the holders of more than fifty percent (50%) of the outstanding shares of stock (not including any shares of stock held by the Person or Persons making or party to, or associated or affiliated with the Persons making or party to, such purchase, tender or exchange offer) pursuant to which such Person becomes the direct owner or "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of fifty percent (50%) or more of the aggregate ordinary voting power represented by issued and outstanding stock of the Corporation, (iv) consummate a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with

another Person whereby such other Person acquires more than fifty percent (50%) of the outstanding shares of stock of the Corporation, or (v) reorganize, recapitalize or reclassify its stock or (B) the Corporation entering into any other instrument or transaction structured in a manner to circumvent, or that circumvents, the intent of this definition in which case this definition shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this definition to the extent necessary to correct this definition or any portion of this definition which may be defective or inconsistent with the intended treatment of such instrument or transaction.

"Convertible Preferred Stock Inception Date" means the date of the ESOT's purchase of Preferred Stock pursuant to the Stock Purchase Agreement.

"Convertible Preferred Purchase Price" means \$40,296,409, subject to equitable adjustments to reflect stock splits, stock dividends, stock combinations, recapitalizations and like occurrences and to reflect any adjustments to the purchase price under the terms of the Stock Purchase Agreement, if applicable).

"ESOP" means the CompuNet, Inc. Employee Stock Ownership Plan.

"ESOT" means the CompuNet, Inc. Employee Stock Ownership Trust.

"Fair Market Value" means, as to shares of Common Stock or any other class of capital stock or securities of the Corporation, the fair market value thereof as determined by the most recent valuation of the Corporation's stock in connection with the administration of the ESOP or, if the ESOT no longer owns shares of stock of the Corporation, as determined by the Corporation's board of directors.

"Public Offering" means an underwritten public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended.

"Stock Purchase Agreement" means that certain Stock Purchase Agreement, by and among the sellers set forth therein, the Corporation and the ESOT pursuant to which the ESOT will purchase the shares of Convertible Preferred Stock.

FIFTH: The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by statute or by this First Amended and Restated Articles of Incorporation or the Bylaws of the Corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation. Election of directors need not be by written ballot, unless the Bylaws so provide.

SIXTH: The Board of Directors is authorized to make, adopt, amend, alter, or repeal the Bylaws of the Corporation. The shareholders shall also have power to make, adopt, amend, alter, or repeal the Bylaws of the Corporation.

SEVENTH: Any notice required or permitted by the provisions of this Article Seventh shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the Act, and shall be deemed sent upon such mailing or electronic transmission.

EIGHTH. To the fullest extent permitted by the Act, as the same exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of the foregoing provisions of this Article EIGHTH by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions occurring prior to, such repeal or modification.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amended and Restated Articles of Incorporation has been executed
by a duly authorized officer of this corporation on this 7th day of June, 2024.

COMPUNET, INC.

By: Nolan B Schoo
Name: Nolan B. Schoo
Title: President

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