

AMENDED AND RESTATED MANAGEMENT AGREEMENT

SATURN PARTNERS LIMITED PARTNERSHIP III

THIS AMENDED AND RESTATED MANAGEMENT AGREEMENT dated as of August 22, 2012 (this "Agreement") by and between SATURN PARTNERS LIMITED PARTNERSHIP III, a Delaware limited partnership (the "Partnership"); SATURN PARTNERS III, LLC, a Delaware limited liability company that serves as sole general partner of the Partnership (in such capacity, the "General Partner"); and SATURN MANAGEMENT LLC, a Delaware limited liability company (the "Manager") amends and restates that certain Management Agreement (the "Original Agreement"), dated March 31, 2011 by and among the Partnership, the General Partner and the Manager.

W I T N E S S E T H:

WHEREAS, the Partnership is a venture capital fund that will invest predominantly in software and information technology, specialty energy, biotechnology and advanced materials manufacturing, as well as follow on investments in certain Saturn Partners portfolio companies and special opportunities which are believed to have potential for significant growth, as described in the Partnership's Third Amended and Restated Confidential Private Placement Memorandum dated as September 1, 2011 (as amended and restated from time to time the "PPM");

WHEREAS, the Partnership has been continued pursuant to the Second Amended and Restated Limited Partnership Agreement of the Partnership, dated as of August 22, 2012 (as amended and restated from time to time the "Partnership Agreement"); and

WHEREAS, the parties desire to enter into this Agreement in order to amend and restate in its entirety the Original Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein set forth, the parties hereby amend and restate the Original Agreement in its entirety and hereby covenant and agree as follows:

Capitalized terms not otherwise defined herein shall have the definitions set forth in the Partnership Agreement.

§1. Engagement and Duties of the Manager.

- (a) ***Engagement of the Manager.*** The Partnership and the General Partner engage the Manager to serve as manager for the Partnership upon the terms and conditions of this Agreement, and the Manager accepts such engagement.

- (b) ***Duties of the Manager.*** In its capacity as manager for the Partnership, the Manager shall be responsible for performing the following duties and shall have full power and authority to perform such duties when and as the Manager shall, in its sole discretion, determine:
- (i) structuring, arranging, and negotiating proposed investments for the Partnership in corporations, partnerships, companies, and other business enterprises for the Partnership (regardless of whether such transaction is consummated), including:
 - (A) reviewing, and analyzing investment opportunities;
 - (B) negotiating the terms of investments, preparing documentation for investments, and arranging for the closing of investments; and
 - (C) consummating investment transactions on behalf of, and in the name of, the Partnership in corporations, partnerships, companies, and other business enterprises ("Portfolio Companies");
 - (ii) monitoring, advising, assisting, reviewing or otherwise participating in the management or control of Portfolio Companies, including taking all actions necessary or convenient to enforce, amend, compromise, or modify any agreement, contract, or other instrument relating to an investment of the Partnership;
 - (iii) exercising any rights of the Partnership to hold, control, participate in, consult regarding, or review the management and businesses of the Portfolio Companies, including (A) providing individuals to serve as directors, officers, advisory committee members, or in a similar capacity for Portfolio Companies, (B) exercising voting, consent, or approval rights in relation to shares and other securities of Portfolio Companies, and, (C) as necessary, arranging debt or equity financing for Portfolio Companies;
 - (iv) exercising any options, warrants, redemption rights, repurchase rights, first refusal rights, first offer rights, and conversion rights of the Partnership with respect to the Partnership investments, and accepting tender offers for securities held by the Partnership;
 - (v) arranging for the Partnership to sell, restructure, refinance, or otherwise dispose of its investments in Portfolio Companies, including:

- (A) reviewing, evaluating, and analyzing disposition opportunities for Partnership investments;
 - (B) negotiating the terms of disposition transactions, preparing documentation for disposition transactions, and arranging for the closing of disposition transactions; and
 - (C) consummating disposition transactions on behalf of, and in the name of, the Partnership;
- (vi) in the event of a default with respect to any investment of the Partnership, taking all action necessary or convenient to effect, enforce, and secure the rights of the Partnership with respect to such investment, including commencing, prosecuting, defending, settling, and terminating legal, arbitration, administrative, foreclosure, liquidation, or bankruptcy proceedings relating to Partnership investments, appealing any judgment in any such proceeding, and taking all measures necessary or convenient to enforce any judgment in any such proceeding;
 - (vii) maintaining the financial and accounting records of the Partnership, and making such financial and accounting records available for inspection and copying by the Partners, as provided in Section 8.1 of the Partnership Agreement; preparing and distributing to the Partners periodic reports and financial statements of the Partnership in accordance with Section 8.3 of the Partnership Agreement; preparing and filing all federal, state, local, and foreign tax returns and reports of the Partnership to taxing authorities and government agencies; exercising the authority of the General Partner under Section 8.2 of the Partnership Agreement to select the Partnership's independent accountants; and supervising the Partnership's independent accountants;
 - (viii) reporting to Limited Partner Committee, as necessary;
 - (ix) compliance with federal or state law, including the legal existence and good standing of the Partnership in the jurisdictions in which it is organized and in which it conducts business;
 - (x) determining the value of any Securities or other assets of or interests in the Partnership;
 - (x) evaluating the Partnership's insurance requirements; establishing a program of insurance for the Partnership; and assessing, negotiating, and obtaining policies of insurance for the Partnership;

- (xii) making banking and brokerage arrangements for the Partnership;
 - (xiii) purchasing, managing, selling, and otherwise dealing in and with Temporary Investments for Partnership cash;
 - (xiv) any other action or transaction delegated to the Manager by the General Partner as set forth in Section 1(d) hereof; and
 - (xv) taking any other actions including the engagement and management of third parties pursuant to Section 2 hereof reasonably incidental to any of the foregoing or necessary or convenient in order to fully effect or evidence any action or transaction contemplated by the foregoing.
- (c) **Limitations on Manager Authority.** The Manager's performance of its duties under Section 1(b) shall be subject always to the restrictions contained within:
- (i) the PPM,
 - (ii) the Partnership Agreement, and
 - (iii) such determinations of investment policy for the Partnership as the General Partner may from time to time establish with notice to the Manager.
- (d) **Delegation of General Partner Duties and Authority.** The General Partner hereby delegates to the Manager all of the authorities of the General Partner under the Partnership Agreement that are necessary or convenient for the Manager to perform its duties as set forth in this Section 1. To the extent any duties of the Manager set forth in this Section 1 are duties of the General Partner under the Partnership, the General Partner hereby delegates such duties to the Manager. The Partnership consents to the delegations of the authority and duties of the General Partner under this Section 1(d).

§2. Delegation of Duties of the Manager. The Manager has the right to delegate its duties hereunder to others, provided the Manager shall remain responsible to the Partnership for the performance of any such duties. In addition, the Manager shall have the right to employ and engage lawyers, accountants, appraisers and other professional advisers to assist it in performing its duties hereunder. The Manager and the Partnership shall bear the fees and expenses of any such delegates and professional advisers as provided in Section 3 hereof.

§3. Compensation and Expenses.

- (a) **Annual Management Fee.**

- (i) From and after Principal Closing Date until the Expiration Date, the Partnership shall pay the Manager an annual management fee (the "Management Fee") equal to 2.5% of the Net Capital Commitments.
 - (ii) From and after the Expiration Date until the final dissolution and liquidation of the Partnership, the Partnership shall pay the Manager an annual Management Fee equal to 1.0% of the Net Capital Commitments.
 - (iii) The Management Fee will be payable quarterly in advance on the first day of each calendar quarter based on Net Capital Commitments on such date and is not refundable. It will be reduced by Portfolio Management Fees, Other Portfolio Company Fees and Direct Placement Fees as set forth in Sections 3(d), 3(e) and 3(f) hereof. Such reductions shall be carried forward and applied against any future payments of the Management Fee until the reductions have been fully applied. The Management Fee for partial quarters will be prorated. The Management Fee will accrue from the Principal Closing Date on all capital commitments to the Partnership through the date on which this Agreement terminates as provided in Section 10 hereof. For purposes of calculating the Management Fee, the Net Capital Commitments shall not be reduced by any cash distributions, returns of capital, or other payments by the Partnership to the Partners.
- (b) **Manager Expenses.** The Manager shall bear and be responsible for the following costs and expenses in connection with performing its duties hereunder:
- (i) normal overhead expenses of the Manager, including rental of office space and costs of office equipment, office supplies, and utilities;
 - (ii) premiums on insurance policies insuring the Manager, its personnel, and its assets (but excluding any insurance policies insuring the Partnership, its personnel, and its assets); and
 - (iii) salaries, benefits, and other personnel costs of Manager employees
- (c) **Partnership Expenses.** The Partnership shall bear and be responsible for all expenses of the Partnership and all expenses of the Manager in connection with performing its duties hereunder except for expenses that are to be borne by the Manager as provided in Section 3(b) hereof. In the event any such expenses are advanced by the Manager, the Partnership shall reimburse the Manager therefor upon demand. Without limiting the generality of the foregoing, the Partnership shall bear the following:

(i) all Organizational Expenses (not including finders fees, selling commissions, fees of Selling Agents or lobbying expenses) to the extent that they are equal to or less than 0.5% of the aggregate Capital Commitments of the Partners;

(ii) all finders fees, selling commissions, fees of Selling Agents and lobbying expenses;

(iii) third party and out-of-pocket costs and expenses connected with monitoring, advising, assisting, reviewing, or otherwise participating in the management or control of Portfolio Companies, including legal, accounting, engineering, scientific and consulting costs and travel expenses;

(iv) all costs and expenses incurred in the structuring, arranging, negotiating and closing of any investment (regardless of whether such transaction is consummated) and all costs and expenses that directly relate to the holding, restructuring, refinancing or disposition of any Partnership investment including legal, accounting, engineering, scientific and consulting costs, travel expenses, expenses of advisors and due diligence costs;

(v) costs of maintaining the accounting records of the Partnership, including independent audits of the Partnership's accounting records;

(vi) fees and expenses of custodians, outside counsel and similar advisers;

(vii) costs of preparing, filing, and distributing reports to Limited Partners, taxing authorities, and government agencies;

(viii) premiums on insurance policies insuring the Partnership, its personnel (including General Partner and/or Manager personnel that act on behalf of the Partnership) and/or the Partnership's assets;

(ix) fees and expenses of any appraiser, accounting firm, or other expert appointed by the General Partner to determine the value of any Securities or other assets of or interests in the Partnership;

(x) costs of compliance with federal or state law, including costs of maintaining the legal existence and good standing of the Partnership in the jurisdictions in which it is organized and in which it conducts business;

(xi) taxes and other governmental charges applicable to the Partnership and its operations;

(xii) banking and brokerage expenses including brokerage commissions on Temporary Investments;

(xiii) costs and expenses relating to the acquisition and disposition of securities that are registered under Section 12 of the Securities Exchange Act of 1934 as amended;

(xiv) all costs and expenses incurred in the structuring, arranging, negotiation and closing of any Temporary Investment or Portfolio Investment (regardless of whether such transaction is consummated), and all costs and expenses that directly relate to the holding, restructuring, refinancing or disposition of any Temporary Investment or Portfolio Investment regardless of whether the Partnership completes these transactions (as applicable), including, in each case, legal, accounting, engineering, scientific and consulting costs, travel expenses, expenses of advisors and due diligence costs;

(xv) interest charges due on amounts borrowed;

(xvi) reasonable out-of-pocket costs relating to any meetings of the Limited Partner Committee (including the costs of the reimbursement of all out-of-pocket expenses reasonably incurred by the members of the Limited Partner Committee in connection with attending any meetings of the Limited Partner Committee);

(xvii) third party costs and expenses that directly relate to the evaluation by such third party of any Portfolio Investment (regardless of whether such transaction is consummated);

(xviii) the Management Fee; and

(xix) without duplication, all costs and expenses of the Partnership and the General Partner in connection with the Partnership Agreement (such as costs of litigation and the matters that are the subject of indemnification pursuant to Section 3.7 of the Partnership Agreement and the costs of winding-up and liquidating the Partnership).

- (d) ***Portfolio Management Fees.*** The Manager and its Affiliates may receive and retain fees from Portfolio Companies for consulting and management services provided directly by the Manager or any of its Affiliates to such Portfolio Company (all such fees, "Portfolio Management Fees"). Unless otherwise agreed to by the Limited Partner Committee (or, if there is no Limited Partner Committee, the Majority Consent of the Limited Partners and subject to Section 3.2(g)), the Management Fee shall be reduced by the value of any Portfolio Management Fee that is actually received and retained by the Manager and its Affiliates after the date hereof, provided, however, that the Management Fee will not be reduced by any reimbursements from Portfolio Companies and other parties for expenses relating to the Partnership that are to be borne by the Manager. For the avoidance of doubt any compensation the Manager

or any of its Affiliates may receive and retain under the last sentence of Section 3(f) hereof will not reduce the Management Fee.

- (e) **Other Portfolio Company Fees.** The Manager and its Affiliates may serve as directors, officers, employees, or consultants of Portfolio Companies and may receive fees from Portfolio Companies for such services provided (all such fees, "Other Portfolio Company Fees"). The Other Portfolio Company Fees may consist of cash payments including salaries, expense reimbursements, board member fees and equity interests. Such Person serving in such capacity may retain such Other Portfolio Company Fees. Unless otherwise agreed to by the Limited Partner Committee (or, if there is no Limited Partner Committee, the Majority Consent of the Limited Partners and subject to Section 3.2(g)), the Management Fee shall be reduced by the value of any Other Portfolio Company Fee that is actually received (net of taxes) and retained by the Affiliates after the date hereof, provided, however, that the Management Fee will not be reduced by; (i) any expense reimbursements from Portfolio Companies, (ii) the value of meals, travel, and entertainment provided by Portfolio Companies, and (iii) non-cash gifts having an aggregate value in any calendar year of not more than \$500. For the avoidance of doubt any compensation the Manager and its Affiliates may receive and retain under the last sentence of Section 3(f) hereof will not reduce the Management Fee.
- (f) **Portfolio Investment Placement Fees.** The Manager and its Affiliates may serve as placement agent or arranger in connection with the making of Portfolio Investments by the Partnership and, in connection therewith, may receive and retain placement fees or other compensation from the applicable Portfolio Company directly as a result of the Partnership's investment in such Portfolio Company (all such placement fees or other compensation, "Direct Placement Fees"). In respect of commitments made by the Partnership to Portfolio Investments after the Principal Closing Date, unless otherwise agreed to by the Limited Partner Committee (or, if there is no Limited Partner Committee, the Majority Consent of the Limited Partners and subject to Section 3.2(g)), the Management Fee shall be reduced by the value of any Direct Placement Fees that are earned and retained by such Person. The Management Fee will not be reduced by placement fees and other compensation earned by such placement agent or arranger for investments made in Portfolio Companies by investors other than the Partnership.
- (g) **Non-Cash Compensation.** Portfolio Management Fees, Other Portfolio Company Fees and Portfolio Investment Placement Fees received in the form of non-cash compensation ("Non-Cash Compensation") which would reduce the Management Fee in accordance with Section 3.2(d), Section 3.2(e) and Section 3.2(f), respectively shall not reduce the Management Fee until such Non-Cash Compensation is disposed of for cash, and such reduction shall

be deemed to equal the proceeds from the disposition of such Non-Cash Compensation, net of acquisition and other transaction expenses reasonably incurred (including taxes, if any). Notwithstanding the foregoing, if Non-Cash Compensation is not disposed of for cash by the eighth anniversary of the Principal Closing Date, it shall reduce the Management Fee at that time at a value determined in accordance with the valuation principles set out in Section 7.4(d) of the Partnership Agreement, net of any taxes and acquisition and other transaction expenses that would have been paid or payable had such compensation been disposed of for cash at such time.

- (h) **Reimbursement of Partnership Expenses.** In the event the Manager receives any reimbursement of any expenses of the Partnership that are to be borne by the Partnership as provided in Section 3(c) hereof, the Manager shall either remit or credit the amount of such reimbursement to the Partnership.

§4. Limitation of Liability of the Manager and Indemnification. The Manager shall have no liability to the Partnership for any loss suffered by the Partnership that arises out of any action or omission of the Manager if the Manager, reasonably and in good faith, determined that such course of conduct was in the best interest of the Partnership and such course of conduct did not constitute fraud, willful misconduct, or gross negligence on the part of the Manager. The Partnership shall indemnify the Manager on a current basis from any losses, expenses, judgments, liabilities, and amounts paid in contesting (including legal fees and court costs) or in settlement of any claims sustained by the Manager in connection with the Partnership, provided that the same were not the result of fraud, willful misconduct, or gross negligence on the part of the Manager. Upon receipt from the Manager of a notice that (i) identifies a claim or proceeding involving the Manager; (ii) states that the Manager reasonably believes that it will be entitled to indemnity in relation to such claim or proceeding under this Section; and (iii) contains an undertaking by the Manager to refund to the Partnership any amounts advanced under this sentence in the event it is finally determined (after all appeals or the expiration of appeal periods) that the Manager is not entitled to such indemnity, the Partnership shall advance to the Manager on a current basis any amounts paid or incurred by such party in contesting such claim or proceeding (including legal fees and court costs). The Partnership shall make any such advances without consideration for the creditworthiness of the Manager or any security for the Manager's obligation to refund such payments.

§5. Other Activities of the Manager.

- (a) **Allocation of Time and Resources.** Subject to the Partnership Agreement, the Manager shall devote so much of its time and resources to the business of the Partnership as, in the sole judgment of the Manager, is reasonably required for the proper conduct of the business of the Partnership. Without limiting the generality of the foregoing, the Manager and its personnel shall not be required to devote all of their time to the business of the Partnership. The

Partnership acknowledges that the Manager may have conflicts of interest in allocating investment advisory time and other resources among the Partnership and other projects and clients of the Manager.

- (b) **Non-Exclusive Engagement.** Subject to the Partnership Agreement and clauses (c) and (d) below, the engagement of the Manager under this Agreement shall not be exclusive, and the Manager and its Affiliates shall be free to render management and/or other services to others and to engage independently or with others in other business ventures of every nature or description, including the ownership, management, financing, refinancing, or sale of debt and equity securities of any companies (including Portfolio Companies and companies that compete with Portfolio Companies). Neither the Partnership nor any Limited Partner shall have any right or interest in any such ventures or any income or profits from any such services and/or ventures.
- (c) **Other Funds.** The Manager shall not, and shall cause its Affiliates not to, manage any new privately offered investment partnership or fund (other than the Partnership and one or more special purpose vehicles for facilitating investment in the Partnership) until at least seventy five percent (75%) of the aggregate Limited Partner capital commitments to the Partnership have been (A) invested in Portfolio Companies, (B) applied to Partnership Expenses, and or (C) reserved for the payment of future Partnership Expenses or future Portfolio Investments of Follow-on Investments (or, if earlier, the end of the Investment Period), provided, however, that the foregoing will not apply to investment partnerships or funds with investment goals and strategies substantially dissimilar to those of the Partnership (e.g. those that focus primarily on a specific industry sector or geography or on last stage investments than those typically contemplated by the Partnership.)
- (d) **Other Investments.** The Manager and its Affiliates shall allocate investment opportunities in a manner consistent with Section 3.3 of the Partnership Agreement.

§6. Delivery of Information. The Manager shall furnish to the Partnership such information regarding the Portfolio Companies and the Manager's activities hereunder as the General Partner may from time to time reasonably request.

§7. Information Furnished to Manager. The General Partner shall, at all times, keep the Manager fully informed in writing with regard to any changes in the investment policies of the Partnership, and the Manager may rely on such written information most recently provided to it in carrying out its responsibilities under this Agreement.

§8. Confidentiality. Each of the Partnership and the General Partner on the one hand and the Manager on the other hand shall hold in confidence, and shall

use only for the purposes contemplated by this Agreement, any information or material provided to it by the other in connection with the services under this Agreement and that is designated as confidential or proprietary, provided this Section 8 shall not (a) apply to any information or material that has become public other than as a result of a breach of this Agreement, (b) bar disclosures that are required under applicable laws, or (c) prohibit a party from disclosing information or material to its lawyers, accountants, or other professional advisers.

§9. Nature of Relationship. The Manager shall be an independent contractor of the Partnership and the General Partner. This Agreement shall not create any partnership, fiduciary, employment, or other relationship between the Partnership and the General Partner on one hand and the Manager on the other hand.

§10. Duration, Termination, and Amendment of this Agreement.

- (a) This Agreement shall become effective as of the day and year first above written and shall remain in force until the end of the term of the Partnership.
- (b) The Partnership and the General Partner may not terminate this Agreement prior to the date specified in Section 10(a) hereof unless both (i) the Manager acts with fraud, willful misconduct or gross negligence in fulfilling its duties to the Partnership and (ii) Limited Partners holding at least two-thirds of the Units (excluding any Limited Partners that are Affiliates of the Manager) vote to terminate this Agreement.

§11. Name of Partnership. The Partnership acknowledges that the name "Saturn" and all related names and marks are the exclusive property of the Manager. In the event the Manager ceases for any reason to serve as the Partnership's investment manager hereunder, the Partnership shall forthwith upon request by the Manager change its name so that it does not include the words "Saturn" or any related names or marks.

§11. Amendments. This Agreement shall not be changed, modified, terminated or discharged in whole or in part except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

§12. Assignment. This Agreement may not be assigned by either party, without the written consent of the other party. Any assignee of Manager shall be bound hereunder to the same extent as its assignor.

§13. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be delivered by hand to an officer of the addressee or given by hand, or sent by overnight delivery service or certified mail (return receipt requested, postage prepaid), addressed as follows (or to such other address as a party may notify the other parties of):

If to the Partnership,

the General Partner,
or the Manager:

75 Federal Street
Suite 1320
Boston, Massachusetts 02110
tel: (617) 574-3330

Attention: Susan M.N. Antonio

§14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, without regard to any choice of law principles that would require application of the laws of any other jurisdiction. The parties hereto absolutely and irrevocably consent to the jurisdiction of the courts of The Commonwealth of Massachusetts and of any Federal court located in said Commonwealth in connection with any actions or proceedings arising out of or relating to this Agreement and waive any objection to the convenience of any such court.

§15. Headings. The descriptive section headings have been inserted for convenience of reference only and do not define or limit the provisions hereof.

§16. Severability. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein.

§17. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior negotiations, understandings or arrangements.

§18. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

§19. Rules of Interpretation. The following rules shall apply in the construction and interpretation of this Agreement:

- (a) The singular includes the plural, and the plural includes the singular.
- (b) A reference to any gender includes each other gender.
- (c) A reference to any Person includes its legal successors and permitted assigns.
- (d) A reference to any contract, agreement, placement memorandum or other document, shall include any written amendment, supplement or modification thereto and any replacement thereof.
- (e) A reference to any statute, law, rule or regulation shall include any amendment or modification thereto and any replacement thereof.

- (f) The words “include,” “includes” and “including” are not limiting.
- (g) The words “hereof,” “herein” and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular part of this Agreement.

§20. Definitions. Capitalized terms used in this Agreement without definition shall have the respective meanings assigned to them in the Partnership Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered in their names and on their behalf by the undersigned, thereunto duly authorized, all as of the day and year first above written.

**SATURN PARTNERS III LIMITED
PARTNERSHIP**

By: Saturn Partners III LLC,
as General Partner

By: _____
Jeffrey S. McCormick
Manager

SATURN PARTNERS III LLC

By: _____
Jeffrey S. McCormick
Manager

SATURN MANAGEMENT LLC

By: _____
Jeffrey S. McCormick
President and Chief Executive Officer