UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

August 28, 2025
Date of Report (date of earliest event reported)

STRATA CRITICAL MEDICAL, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-39046**	**84-1890381**
(State or other jurisdiction of incorporation or organization)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**

31 Hudson Yards, 14th Floor
New York, NY 10001
(Address of principal executive offices and zip code)

(212) 967-1009
(Registrant's telephone number, including area code)

Blade Air Mobility, Inc.
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

¨ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
¨ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
¨ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
¨ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol**	**Name of each exchange on which registered**
Common Stock, par value $0.0001 per share	**SRTA**	**The Nasdaq Stock Market**
Warrants, each exercisable for one share of Common Stock at a price of $11.50	**SRTAW**	**The Nasdaq Stock Market**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 12b-2 of the Exchange Act.

Emerging growth company ¨

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ¨

Introductory Note

On August 28, 2025, as further discussed below, Blade Air Mobility, Inc. changed its name to Strata Critical Medical, Inc. (the "Name Change"). References to the "Company" in this Current Report on Form 8-K prior to the Name Change refer to Blade Air Mobility, Inc. and after the Name Change to Strata Critical Medical, Inc.

Item 1.01 Item 1.01 Entry into a Material Definitive Agreement.

The information set forth under Item 2.01 of this Current Report on Form 8-K with respect to the Restrictive Covenant Agreement (as defined below) and the Commercial Agreement (as defined below) is incorporated by reference into this Item 1.01.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On August 29, 2025, the Company completed the previously announced sale of its Passenger business to Joby Aero, Inc. ("Joby Buyer") pursuant to that certain Equity Purchase Agreement, dated as of August 1, 2025 (the "Purchase Agreement"), among the Company, Strata Critical, Inc. (f/k/a Trinity Medical Intermediate II, Inc.), a wholly owned subsidiary of the Company, Blade Urban Air Mobility, LLC (f/k/a Blade Urban Air Mobility, Inc.), Joby Aviation, Inc. ("Joby Aviation") and Joby Buyer, a wholly owned subsidiary of Joby Aviation. The purchase price received by the Company upon the consummation of the transactions contemplated by the Purchase Agreement (the "Closing") was approximately $76.0 million (assuming the closing price per share of $14.27 of Joby Aviation's common stock as of August 28, 2025), after giving effect to pre-Closing adjustments and indemnity holdbacks pursuant to the terms of the Purchase Agreement, consisting of 5,325,585 shares of Joby Aviation's common stock, par value $0.0001 per share (the "Buyer Shares"). As previously disclosed, the Company may receive up to an additional $35.0 million in consideration upon the satisfaction of certain employee retention and financial performance targets described in the Purchase Agreement during the 18 and 12 months, respectively, following the Closing, payable in cash or Buyer Shares at Joby Buyer's election as well as the release of up to $10.0 million in indemnity holdbacks.

As contemplated by the Purchase Agreement, on August 29, 2025, the Company entered into each of the agreements ancillary to the Purchase Agreement. These included a restrictive covenant agreement between the Company and Joby Aviation (the "Restrictive Covenant Agreement") pursuant to which the Company agreed to certain non-solicitation and non-compete obligations that restrict its ability to offer short distance or jet charter services for a period of eight and three years, respectively and a commercial agreement (the "Commercial Agreement") among the Company, Joby Aviation and Joby Buyer pursuant to which Joby Buyer will have the right, but not the obligation, to provide certain medical transport services to the Company for a period of eight years from the Closing.

The foregoing summary of the Restrictive Covenant Agreement, and the Commercial Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Restrictive Covenant Agreement, and the Commercial Agreement, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K, respectively, and incorporated herein by reference.

The Company has included as Exhibit 99.1 to this Current Report on Form 8-K unaudited pro forma condensed consolidated financial information to illustrate the pro forma effects of the Closing.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously announced, effective as of the Closing, Melissa Tomkiel, who previously served as the Company's President and General Counsel, and William Heyburn, who previously served as the Company's Chief Financial Officer and Head of Corporate Development, assumed the roles of co-Chief Executive Officers of the Company. Ms. Tomkiel will continue to also serve as the Company's General Counsel and Mr. Heyburn will continue to also serve as the Company's Chief Financial Officer. The duties formerly assigned to the President of the Company will be shared between Ms. Tomkiel and Mr. Heyburn.

On August 28, 2025, effective as of the Closing, the Company expanded the size of the Board of Directors of the Company (the "Board") from eight to ten directors and appointed Ms. Tomkiel to the Board as a Class III director to serve until the Company's 2027 annual stockholders meeting and Mr. Heyburn to the Board as a Class II director to serve until the Company's 2026 annual stockholders meeting.

Information regarding Ms. Tomkiel and Mr. Heyburn and their respective time with the Company, business experience and compensation arrangements are disclosed under the headings "Executive Officers" and "Executive Compensation" in the Company's definitive Proxy Statement for its 2025 annual meeting of stockholders, which was filed with the Securities and Exchange Commission (the "SEC") on March 24, 2025, and such information is incorporated herein by reference. In addition, the information contained in Item 5.02 of the Current Report on Form 8-K filed by the Company with the SEC on August 4, 2025 relating to the appointment of Ms. Tomkiel and Mr. Heyburn as co-Chief Executive Officers of the Company and the amendment to such Current Report filed with the SEC on Form 8-K/A on the date hereof disclosing certain compensation arrangements in connection with such appointments is incorporated herein by reference. As of the date of this Report, neither Ms. Tomkiel or Mr. Heyburn, nor any of their respective immediate family members, had a direct or indirect material interest in any transaction that would be required to be reported under Item 404(a) of Regulation S-K. Neither Ms. Tomkiel nor Mr. Heyburn have a family relationship with any of the Company's directors or other executive officers.

On August 28, 2025, John Borthwick and Kenneth Lerer each notified the Company of his decision to resign as a director of the Company, effective upon the Closing. The resignations of Messrs. Borthwick and Lerer were not because of any disagreement with the Company on any matter relating to its operations, policies or practices.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On August 28, 2025, Board approved an amendment to the Company's Second Amended Restated Certificate of Incorporation, as amended (the "Charter"), to change the Company's name to Strata Critical Medical, Inc. On August 28, 2025, the Company filed a Certificate of Amendment (the "Certificate of Amendment") to the Charter with the Secretary of State of the State of Delaware, which went effective immediately. Pursuant to Section 242 of the General Corporation Law of the State of Delaware, as amended ("DGCL"), the Name Change did not require approval of the Company's stockholders and will not affect the rights of the Company's security holders. A copy of the Certificate of Amendment is included as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Additionally, on August 28, 2025, the Board approved an amendment to the Company's Amended and Restated Bylaws (as so amended and restated, the "Amended Bylaws"). The Amended Bylaws went effective upon the effectiveness of the Name Change on August 28, 2025. Amended Bylaws reflect the following amendments:

- the Name Change;
- the appointment of Co-Chief Executive Officers;
- require the independent members of the Board to elect a Lead Independent Director at any time the Chairman of the Board is either not independent or has served as an officer of the Company at any time (other than on an interim basis) and provide for the powers and duties of such role;
- limit the number of persons that a stockholder may nominate for election at a given stockholder meeting to the aggregate number of directors to be elected at such meeting;
- revise certain procedural mechanics and disclosure requirements applicable to stockholder nominations, submission of stockholder proposals, and stockholder solicitation of proxies for persons not nominated by the Board;
- revise certain provisions related to the adjournment of stockholder meetings;

- make certain additional revisions designed to better conform to amendments to the DGCL or judicial interpretations of the DGCL; and
- additional conforming, clarifying, technical, non-substantive, or ministerial revisions.

The full text of the Amended Bylaws is attached as Exhibit 3.2 to this Current Report on Form 8-K and is incorporated herein by reference. In addition, a copy of the Amended Bylaws marked to show the above amendments is attached as Exhibit 3.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On August 29, 2025, the Company issued a press release announcing the completion of the transactions contemplated by the Purchase Agreement and containing updated financial guidance for fiscal year 2025. A copy of that press release is attached as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated by reference herein.

The information included in this Current Report on Form 8-K under this Item 7.01 (including Exhibit 99.2 hereto) is being "furnished" and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as expressly set forth by specific reference in such filing.

Item 8.01 Other Events.

New Nasdaq Ticker Symbol

At the market open on August 29, 2025, the trading symbol of the Company's common stock on The Nasdaq Capital Market is expected to change to "SRTA" and the trading symbol of the Company's public warrants is expected to change to "SRTAW".

New Corporate Website and Social Media Channels

In connection with the Name Change, the Company launched a new corporate website: ir.stratacritical.com and a new X (formerly Twitter) feed @stratacritical. The Company's investor relations information, including press releases and links to the Company's filings with the Securities and Exchange Commission, will now be found on this website. The Company's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, and amendments to these reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and the Company's corporate governance documents, including the charters of the committees of the Board and Code of Business and Ethics, are available on this website. Any amendments to or waivers of the Company's Code of Business and Ethics will be disclosed on this website.

The Company intends to use its new investor relations website (ir.stratacritical.com) and its new X (formerly Twitter) feed (@stratacritical) to publish important information about the Company, including financial or other information that may be deemed material to investors. The list of social media channels that the Company uses may be updated on its investor relations website from time to time. The Company encourages investors, the media and other interested parties to review the information it posts on its investor relations website and designated social media channels, in addition to information announced by the Company through its Securities and Exchange Commission filings, press releases, presentations and webcasts. Information contained on the Company's website or social media channels is not part of this Current Report on Form 8-K or intended to be incorporated by reference herein.

Item 9.01 - Financial Statements and Exhibits

(b) Pro forma Financial Information.

Unaudited pro forma condensed consolidated financial information of the Company, giving effect to the transaction contemplated by the Purchase Agreement described in Item 2.01, is filed as Exhibit 99.1.

(d) The following exhibits are being filed herewith:

Exhibit No.	Description
3.1	Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation of Blade Air Mobility, Inc.
3.2	Amended and Restated Bylaws of Stata Critical Medical, Inc.
3.3	Amended and Restated Bylaws of Strata Critical Medical, Inc. marked to show amendments
10.1*	Restrictive Covenant Agreement, dated as of August 29, 2025, between the Company and Joby Aviation, Inc.
10.2*	Commercial Agreement, dated as of August 29, 2025 between the Company, Joby Aviation, Inc. and Joby Aero, Inc.
99.1	Unaudited pro forma condensed consolidated financial information of Strata Critical Medical, Inc.
99.2	Press Release, dated August 29, 2025
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

*Pursuant to Item 601(b) of Regulation S-K, certain exhibits, schedules and similar attachments have been omitted; exhibits, schedules and other attachments will be provided to the SEC upon request.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

STRATA CRITICAL MEDICAL, INC.

Dated: August 29, 2025

By: /s/ William A. Heyburn
Name: William A. Heyburn
Title: Co-Chief Executive Officer and Chief Financial Officer

Exhibit 3.1

CERTIFICATE OF AMENDMENT
TO THE
SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
BLADE AIR MOBILITY, INC.

Blade Air Mobility, Inc. (the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, pursuant to Section 242 of the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

1. The amendment to the Second Amended and Restated Certificate of Incorporation of the Corporation set forth herein has been duly adopted in accordance with Section 242 of the DGCL.

2. Article I of the Second Amended and Restated Certificate of Incorporation of the Corporation is hereby amended in its entirety as follows:

   "The name of the corporation (hereinafter sometimes referred to as the "Corporation") is: Strata Critical Medical, Inc."

3. This Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation of the Corporation shall be effective on and as of the date of filing of this Certificate of Amendment with the office of the Secretary of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed on August 28, 2025.

BLADE AIR MOBILITY, INC.

By: /s/ William Heyburn
Name: William Heyburn
Title: Chief Financial Officer

Exhibit 3.2

AMENDED AND RESTATED
BYLAWS
OF
STRATA CRITICAL MEDICAL, INC.
*** * * ***

ARTICLE I

Offices

Section 1.01 Registered Office. The registered office and registered agent of Strata Critical Medical, Inc. (the "Corporation") shall be as set forth in the Certificate of Incorporation (as defined below). The Corporation may also have offices in such other places in the United States or elsewhere (and may change the Corporation's registered agent) as the board of directors of the Corporation (the "Board of Directors") may, from time to time, determine or as the business of the Corporation may require as determined by any officer of the Corporation.

ARTICLE II

Meetings of Stockholders

Section 2.01 Annual Meetings. Annual meetings of stockholders may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board of Directors shall determine and state in the notice of meeting. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication, including by webcast as described in Section 2.11 of these Amended and Restated Bylaws (these "Bylaws"), in accordance with the General Corporation Law of the State of Delaware (the "DGCL"). The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

Section 2.02 Special Meetings. Special meetings of the stockholders may only be called in the manner provided in the Corporation's second amended and restated certificate of incorporation as then in effect (as the same may be amended and/or restated from time to time, the "Certificate of Incorporation") and may be held, at such place, if any, either within or without the State of Delaware, and at such time and date as the Board of Directors or the Chairman of the Board of Directors shall determine and state in the notice of such meeting. The Board of Directors may, in its sole discretion, determine that special meetings of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 2.11 of these Bylaws in accordance with Section 211(a)(2) of the DGCL. The Board of Directors may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors or the Chairman of the Board of Directors.

Section 2.03 Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) as provided in the Investor Rights Agreement (as defined in the Certificate of Incorporation), (b) pursuant to the Corporation's notice of meeting (or any supplement thereto) delivered pursuant to Section 2.04, (c) by or at the direction of the Board of Directors or any authorized committee thereof, or (d) by any stockholder of the Corporation who (i) was a stockholder of record at the time the notice provided for in this Section 2.03 was given, on the record date for the determination of stockholders of the Corporation entitled to vote at the meeting, and at the time of the meeting, (ii) is entitled to vote at the meeting, and (iii) subject to Section 2.03(C)(4), complies with the notice procedures set forth in these Bylaws as to such business or nomination. This Section 2.03(A)(1)(d) shall be the exclusive means for a stockholder to make nominations (other than pursuant to Section 2.03(A)(1)(a)) or submit other business before an annual meeting of stockholders (other than pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")).

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to Section 2.03(A)(1)(d), the stockholder must have given timely notice thereof in writing and otherwise in proper form in accordance with this Section 2.03(A)(2) to the Secretary of the Corporation, and, in the case of business other than nominations of persons for election to the Board of Directors, such other business must constitute a proper matter for stockholder action under applicable law. To be timely, a stockholder's notice shall be delivered to the Secretary not earlier than the 120th calendar day prior to the first anniversary of the preceding year's annual meeting nor later than the Close of Business on the 90th calendar day prior to the first anniversary of the date of the preceding year's annual meeting; *provided,* that in the event that the date of the annual meeting is more than 30 calendar days before or more than 70 calendar days after the anniversary date of the preceding year's annual meeting, or if no annual meeting was held in the preceding year, notice by the stockholder to be timely must be so delivered not earlier than the 120th calendar day prior to the date of such annual meeting and not later than the Close of Business on the later of the 90th calendar day prior to the date of such annual meeting or the tenth calendar day following the calendar day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. For the avoidance of doubt, a stockholder shall not be entitled to make additional or substitute nominations following the expiration of the time periods set forth in these Bylaws. Notwithstanding anything in this Section 2.03(A)(2) to the contrary, in the event that the number of directors to be elected to the Board of Directors at an annual meeting is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least 100 calendar days prior to the first anniversary of the preceding year's annual meeting of stockholders, then a stockholder's notice required by this Section 2.03 shall be considered timely, but only with respect to nominees for any new positions created by such increase, if it is received by the Secretary of the Corporation not later than the Close of Business on the tenth calendar day following the day on which such public announcement is first made by the Corporation. The number of nominees a stockholder may nominate for election at the annual meeting on its own behalf (or in the case of one or more stockholders giving the notice on behalf of a beneficial owner, the number of nominees such stockholders may collectively nominate for election at the annual meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such annual meeting.

(3) To be in proper form, a stockholder's notice delivered to the Secretary pursuant to this Section 2.03 must:

(a) set forth, as to each person whom the Noticing Stockholder (as defined herein) proposes to nominate for election or re-election as a director, (i) the name, age, business address and residence address of such proposed nominee, (ii) the principal occupation or employment of such proposed nominee (present and for the past five years), (iii) the Ownership Information (as defined herein) for such proposed nominee and any Affiliate or Associate (as such terms are defined herein) of such person, (iv) all other information relating to such proposed nominee that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (v) such proposed nominee's written consent to being named in the Corporation's proxy statement and accompanying proxy card as a nominee and to serving as a director if elected, (vi) a description of all agreements, arrangements and understandings relating to any direct or indirect compensation or other payments to be paid to such person or pertaining to such nomination between or among the Holders and/or any of their respective Stockholder Associated Persons (as such terms are defined herein), on the one hand, and such proposed nominee and his or her Affiliates and Associates, on the other hand, including without limitation, the name of each other person who is party to such an agreement, arrangement or understanding and all related party transaction and other information that would be required to be disclosed pursuant to the federal and state securities laws, including Rule 404 promulgated under Regulation S-K (the "Regulation S-K") under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), if any Holder and/or any Stockholder Associated Person were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant; and (vii) the completed and signed questionnaire, representation and agreement of such proposed nominee required by Section 2.03(D).

(b) if the notice relates to any business other than nominations of persons for election to the Board of Directors that the stockholder proposes to bring before the meeting, set forth (i) a brief description of the business desired to be brought before the meeting, (ii) the text, if any, of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment) and (iii) the reasons for conducting such business at the meeting and any material interest of each Holder and any of their respective Stockholder Associated Persons in such business; and (iv) a description of all agreements, arrangements and understandings between or among the Holders, any Stockholder Associated Person, and any other person, pertaining to the proposal of such business by such stockholder (which description shall include the name of each other person who is a party to such agreements, arrangements and understandings);

(c) set forth, as to the stockholder giving the notice (the "Noticing Stockholder") and the beneficial owner, if any, on whose behalf the nomination or proposal is made (collectively with the Noticing Stockholder, the "Holders" and each, a "Holder") and any of their respective Stockholder Associated Persons: (i) the name and address as they appear on the Corporation's books and records of each Holder and the name and address of any Stockholder Associated Person, (ii) (A) the class or series and number of shares of the Corporation which are, directly or indirectly, owned beneficially and of record by each Holder and any Stockholder Associated Person (*provided*, *however*, that for purposes of this Section 2.03(A)(3), any such person shall in all events be deemed to beneficially own any shares of the Corporation as to which such person has a right to acquire beneficial ownership at any time in the future), (B) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived, in whole or in part, from the value of any class or series of shares of the Corporation, hedging transactions, and borrowed or loaned shares) to which any Holder or Stockholder Associated Person is a party, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise, the effect or intent of which is to (I) transfer to or from any Holder or Stockholder Associated Person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation, (II) increase or decrease the voting power of any Holder or Stockholder Associated Person with respect to shares of any class or series of stock of the Corporation and/or (III) to provide any Holder or Stockholder Associated Person, directly or indirectly, with the opportunity to profit or share in any profit derived from, or to otherwise benefit economically from, any increase or decrease in the value of any security of the Corporation (a "Derivative Instrument"), (C) a description of any proxy (other than a revocable proxy given in response to a public proxy solicitation made pursuant to, and in accordance with, the Exchange Act), agreement, arrangement, understanding pursuant to which each Holder and any Stockholder Associated Person has or shares a right to vote or has granted a right to vote any shares of any class or series of the capital stock of the Corporation, (D) a description of any agreement, arrangement or understanding with respect to the nomination between or among the Holders, the Stockholder Associated Persons, and any other person, pertaining to the nomination(s) (which description shall identify the name of each other person who is party to such an agreement, arrangement or understanding), (E) a description of any agreement, arrangement or understanding with respect any rights to dividends or other distributions on any shares of the Corporation, directly or indirectly, owned beneficially by each Holder and any Stockholder Associated Person that are separated or separable from the underlying shares of the Corporation pursuant to such agreement, arrangement, or understanding, (F) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership or limited liability company or similar entity in which any Holder and any Stockholder Associated Person is a general partner or, directly or indirectly, beneficially owns a controlling interest in a general partner or is the manager or managing member or, directly or indirectly, beneficially owns a controlling interest in the manager or managing member of a limited liability company or similar entity, and (G) a description of any performance-related fees (other than an asset-based fee) that each Holder and any Stockholder Associated Person is entitled to based on any increase or decrease in the value of any shares of the Corporation or Derivative Instruments, if any, as of the date of such notice (Sub-clauses (A) through (G) above of this Section 2.03(A)(3)(c)(ii) shall be referred, collectively, as the "Ownership Information"), (iii) a representation by the Noticing Stockholder that such stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting, will continue to be a stockholder of record of the Corporation entitled to vote at such meeting through the date of such meeting and intends to appear in person (which for the avoidance of doubt, includes remote appearances at virtual meetings) or by proxy at the meeting to propose such business or nomination, (iv) a representation as to whether any Holder and/or any Stockholder Associated Person intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage in voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee, (B) otherwise to solicit proxies from stockholders in support of such proposal or nomination and/or (C) to solicit proxies in support of any proposed nominee in accordance with Rule 14a-19 promulgated under the Exchange Act, (v) a certification regarding whether each Holder has complied with all applicable federal, state and other legal requirements in connection with its acquisition of shares or other securities of the Corporation and such person's acts or omissions as a stockholder of the Corporation, (vi) any other information relating to any Holder or Stockholder Associated Person, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest, or is otherwise required, pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, (vii) the names and addresses of other stockholders and beneficial owners known by any Holder to support financially such nomination or proposal, and to the extent known, the class and number of all shares of the Corporation's capital stock owned beneficially and/or of record by such other stockholder(s) and beneficial owner(s) and (viii) a representation as to the accuracy of the information set forth in the notice.

(4) A Noticing Stockholder shall further update and supplement its notice of any nomination or other business proposed to be brought before a meeting, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.03(A) shall be true and correct (a) as of the record date for the meeting and (b) as of the date that is 15 calendar days prior to the meeting or any adjournment, recess, rescheduling or postponement thereof, *provided* that if the record date for the meeting is less than 15 calendar days prior to the meeting or any adjournment, recess, rescheduling or postponement thereof, the information shall be supplemented and updated as of such later date. Such update and supplement shall be delivered to the Secretary not later than three Business Days after the later of the record date or the date notice of the record date is first publicly announced (in the case of the update and supplement required to be made as of the record date for the meeting) and not later than seven Business Days prior to the date for the meeting, if practicable (or, if not practicable, on the first practicable date prior to the meeting), or any adjournment, recess, rescheduling or postponement thereof (in the case of the update and supplement required to be made as of 15 calendar days prior to the meeting or any adjournment, recess, rescheduling or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this Section 2.03(A)(4) or any other section of these Bylaws shall not limit the Corporation's rights with respect to any deficiencies in any stockholder's notice, including, without limitation, any representation required herein, extend any applicable deadlines under these Bylaws or enable or be deemed to permit a stockholder who has previously submitted a stockholder's notice under these Bylaws to change any representation that was previously made pursuant to this Section 2.03, to amend or update any proposal or to submit any new proposal, including by changing or adding nominees, matters, business and/or resolutions proposed to be brought before a meeting of stockholders.

(5) The Corporation may also, as a condition to any such nomination or business being deemed properly brought before an annual meeting, require any Holder or any proposed nominee to deliver to the Secretary, within five Business Days of any such request, such other information as may reasonably be requested by the Corporation, including such other information as may be reasonably required by the Board of Directors, in its sole discretion, to determine (a) the eligibility of such proposed nominee to serve as a director of the Corporation, (b) whether such nominee qualifies as an "independent director" or "audit committee financial expert" under applicable law, securities exchange rule or regulation, or any publicly disclosed corporate governance guideline or committee charter of the Corporation and (c) such other information that the Board of Directors determines, in its sole discretion, could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(B) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting under Section 2.02. At any time that the stockholders are not prohibited from filling vacancies or newly created directorships on the Board of Directors, nominations of persons for election to the Board of Directors to fill any vacancy or newly created directorship may be made at a special meeting of stockholders at which any proposal to fill any vacancy or newly created directorship is to be presented to the stockholders (1) as provided in the Investor Rights Agreement, (2) by or at the direction of the Board of Directors or any committee thereof or (3) by any stockholder of the Corporation who (a) was a stockholder of record at the time the notice provided for in this Section 2.03 was given, on the record date for the determination of stockholders of the Corporation entitled to vote at the meeting, and at the time of the meeting, (b) is entitled to vote at the meeting, and (c) subject to Section 2.03(C)(4), complies with the notice procedures set forth in these Bylaws as to such business or nomination, including delivering the stockholder's notice required by Section 2.03(A) with respect to any nomination (including the completed and signed questionnaire, representation and agreement required by Section 2.03(D)) to the Secretary not earlier than the 120th calendar day prior to such special meeting, nor later than the Close of Business on the later of the 90th calendar day prior to such special meeting or the tenth calendar day following the day on which public announcement is first made of the date of the special meeting and of the nominees, if any, proposed by the Board of Directors to be elected at such meeting. The number of nominees a stockholder may nominate for election at the special meeting at which directors are to be elected on its own behalf (or in the case of one or more stockholders giving the notice on behalf of a beneficial owner, the number of nominees such stockholders may collectively nominate for election at the special meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such special meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(B) General.

(1) Except as provided in Section 2.03(C)(4) only such persons who are nominated in accordance with the procedures set forth in this Section 2.03 or the Investor Rights Agreement shall be eligible to be elected at an annual or special meeting of stockholders of the Corporation to serve as directors and only such business shall be conducted at an annual or special meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the chairman of the meeting shall, in addition to making any other determination that may be appropriate for the conduct of the meeting, have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall be disregarded. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of the meeting shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; (v) limitations on the time allotted to questions or comments by participants and on stockholder approvals; and (vi) restricting the use of cell phones, audio or video recording devices and similar devices at the meeting. The chairman of the meeting's rulings on procedural matters shall be final. Notwithstanding the foregoing provisions of this Section 2.03, unless otherwise required by law, if the Noticing Stockholder (or a qualified representative thereof) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that such nomination or proposal is set forth in the notice of meeting or other proxy materials and notwithstanding that proxies or votes in respect of such vote may have been received by the Corporation. For purposes of this Section 2.03, to be considered a qualified representative of the Noticing Stockholder, a person must be a duly authorized officer, manager or partner of such Noticing Stockholder or must be authorized by a writing executed by such Noticing Stockholder or an electronic transmission delivered by such Noticing Stockholder to act for such Noticing Stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, the meeting of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. Notwithstanding anything to the contrary in these Bylaws, unless otherwise required by law, if any Holder or Stockholder Associated Person (a) provides notice pursuant to Rule 14a-19(b) promulgated under the Exchange Act with respect to any proposed nominee and (b) subsequently fails to comply with the requirements of Rule 14a-19 promulgated under the Exchange Act (or fails to timely provide reasonable evidence sufficient to satisfy the Corporation that such stockholder has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act in accordance with the following sentence), then the nomination of each such proposed nominee shall be disregarded, notwithstanding that the nominee is included as a nominee in the Corporation's proxy statement, notice of meeting or other proxy materials for any annual meeting (or any supplement thereto) and notwithstanding that proxies or votes in respect of the election of such proposed nominees may have been received by the Corporation (which proxies and votes shall be disregarded). If any Holder or Stockholder Associated Person provides notice pursuant to Rule 14a-19(b) promulgated under the Exchange Act, such stockholder shall deliver to the Corporation, no later than five (5) business days prior to the applicable meeting, reasonable evidence that it or such beneficial owner or Stockholder Related Person has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act.

(2) For purposes of these Bylaws,

(a) "Affiliate" shall mean, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise. The term "control" means the ownership of a majority of the voting securities of the applicable Person or the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the applicable Person, whether through ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto; provided, that, in no event shall the Corporation or any of its subsidiaries be considered an Affiliate of any portfolio company (other than the Corporation and its subsidiaries) of any investment fund affiliated with any direct or indirect equityholder of the Corporation nor shall any portfolio company (other than the Corporation and its subsidiaries) of any investment fund affiliated with any direct or indirect equityholder of the Corporation be considered to be an Affiliate of the Corporation or its subsidiaries.

(b) "Associate(s)" shall have the meaning attributed to such term in Rule 12b-2 under the Exchange Act and the rules and regulations promulgated thereunder.

(c) "Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York, NY are authorized or obligated by law or executive order to close.

(d) "Close of Business" shall mean 5:00 p.m. local time at the principal executive offices of the Corporation, and if an applicable deadline falls on the Close of Business on a day that is not a Business Day, then the applicable deadline shall be deemed to be the Close of Business on the immediately preceding Business Day.

(e) "delivery" of any notice or materials by a stockholder as required to be "delivered" under this Section 2.03 shall be made by both (i) hand delivery, overnight courier service, or by certified or registered mail, return receipt required, in each case, to the Secretary at the principal executive offices of the Corporation, and (ii) electronic mail to the Secretary at such email address as may be specified in the Corporation's proxy statement for the annual meeting of stockholders immediately preceding such delivery of notice or materials.

(f) "person" means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

(g) "public announcement" shall mean any method (or combination of methods) of disclosure that is reasonably designed to provide broad, non-exclusionary distribution of the information to the public or the furnishing or filing of any document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(h) "Stockholder Associated Person" shall mean, as to any Holder, such Holder's Affiliates and Associates.

(3) Notwithstanding the foregoing provisions of this Section 2.03, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 2.03; *provided, however,* that, to the fullest extent permitted by law, any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to Section 2.03(A) and Section 2.03(B). Nothing in these Bylaws shall be deemed to affect any rights of (a) stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or any other applicable federal or state securities law with respect to that stockholder's request to include proposals in the Corporation's proxy statement, or (b) the holders of any class or series of stock having a preference over the Common Stock (as defined in the Certificate of Incorporation) as to dividends or upon liquidation to elect directors under specified circumstances.

(4) Notwithstanding anything to the contrary contained in this Section 2.03, for as long as the Investor Rights Agreement remains in effect with respect to the Sellers or the Sponsor (each as defined in the Certificate of Incorporation), neither the Sponsor nor any Seller (to the extent then subject to the Investor Rights Agreement) shall be subject to the notice procedures set forth in Section 2.03(A)(2), Section 2.03(A)(3), Section 2.03(A)(4), Section 2.03(A)(5), Section 2.03(B) or Section 2.03(D) with respect to any annual or special meeting of stockholders in respect of any matters that are contemplated by the Investor Rights Agreement.

(5) Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the Board of Directors.

(D) Submission of Questionnaire. Representation and Agreement. To be eligible to be a nominee for election or re-election as a director of the Corporation pursuant to Section 2.03(A)(1)(d), a proposed nominee must deliver in writing (in accordance with the time periods prescribed for delivery of notice under this Section 2.03) to the Secretary (1) a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such written request), (2) an irrevocable, contingent resignation to the Board of Directors, in a form acceptable to the Board of Directors, and (3) a written representation and agreement (in the form provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such request) that such person (a) is not and will not become a party to (i) any agreement, arrangement or understanding (whether written or oral) with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a Director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (ii) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a Director of the Corporation, with such person's fiduciary duties under applicable law, (b) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, (c) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable rules of the exchanges upon which the securities of the Corporation are listed and all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation and (d) in such person's individual capacity and on behalf of any Holder on whose behalf the nomination is being made, intends to serve a full term if elected as a director of the Corporation.

Section 2.04 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a timely notice in writing or by electronic transmission, in the manner provided in Section 232 of the DGCL, of the meeting, which shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purposes for which the meeting is called, shall be mailed to or transmitted electronically by the Secretary of the Corporation to each stockholder of record entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting. Unless otherwise provided by law, the Certificate of Incorporation or these Bylaws, the notice of any meeting shall be given not less than ten nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

Section 2.05 Quorum. Unless otherwise required by law, the Certificate of Incorporation or the rules of any stock exchange upon which the Corporation's securities are listed, the holders of record of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. Notwithstanding the foregoing, where a separate vote by a class or series or classes or series is required, a majority in voting power of the outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on that matter. Once a quorum is present to organize a meeting, it shall not be broken by the subsequent withdrawal of any stockholders.

Section 2.06 Voting. Except as otherwise provided by or pursuant to the provisions of the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy in any manner provided by applicable law, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Unless required by the Certificate of Incorporation or applicable law, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by such stockholder's proxy, if there be such proxy. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the voting power of the shares of stock present in person or represented by proxy and entitled to vote on the subject matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of applicable law, of the rules or regulations of any stock exchange applicable to the Corporation, of any regulation applicable to the Corporation or its securities, of the Certificate of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Notwithstanding the foregoing sentence and subject to the Certificate of Incorporation, all elections of directors shall be determined by a plurality of the votes cast in respect of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 2.07 Chairman of Meetings. The Lead Independent Director of the Board of Directors, if one is elected, or, in his or her absence or disability or refusal to act, or at the direction of the Board of Directors or the Lead Independent Director, the Chairman of the Board of Directors, if one is elected, or, in his or her absence or disability or refusal to act, the Chief Executive Officer of the Corporation, or in the absence, disability or refusal to act of the Lead Independent Director, the Chairman of the Board of Directors, and the Chief Executive Officer, a person designated by the Board of Directors shall be the chairman of the meeting and, as such, preside at all meetings of the stockholders.

Section 2.08 Secretary of Meetings. The Secretary of the Corporation shall act as Secretary at all meetings of the stockholders. In the absence, disability or refusal to act of the Secretary, the chairman of the meeting shall appoint a person to act as Secretary at such meetings.

Section 2.09 Consent of Stockholders in Lieu of Meeting. Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote only to the extent permitted by and in the manner provided in the Certificate of Incorporation and in accordance with applicable law.

Section 2.10 Adjournment. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken or are provided in any other manner permitted by the DGCL. The chairman of the meeting or stockholders holding a majority in voting power of the shares of stock of the Corporation, present in person or by proxy and entitled to vote thereon, shall have the power to adjourn the meeting. Any business may be transacted at the adjourned meeting that might have been transacted at the meeting originally noticed. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date so fixed for notice of such adjourned meeting.

Section 2.11 Remote Communication. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:

(A) participate in a meeting of stockholders; and

(B) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that

(i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 2.12 Inspectors of Election. The Corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

ARTICLE III

Board of Directors

Section 3.01 Powers. Except as otherwise provided by the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not, by law or the Certificate of Incorporation, directed or required to be exercised or done by the stockholders.

Section 3.02 Number and Term; Chairman and Lead Independent Director. Subject to the Certificate of Incorporation and the Investor Rights Agreement, the total number of directors shall be determined from time to time exclusively by resolution adopted by the Board of Directors. The term of each director shall be as set forth in the Certificate of Incorporation. Directors need not be stockholders.

The Board of Directors shall elect a Chairman of the Board, who shall have the powers and perform such duties as provided in these Bylaws and as the Board of Directors may from time to time prescribe. The Chairman of the Board shall hold such office until his or her successor is elected, or until his or her earlier death, resignation, retirement, disqualification or removal. The Board of Directors may remove the Chairman of the Board from such position at any time, with or without cause. In the event the Board of Directors elects a Chairman of the Board who is not an Independent Member (as defined below), the Independent Members of the Board of Directors shall elect a Lead Independent Director who is an Independent Member. The Lead Independent Director shall have the powers and perform such duties as provided in these Bylaws and as the Board of Directors may from time to time prescribe. The Lead Independent Director shall hold such office until his or her successor is elected, or until his or her earlier death, resignation, retirement, removal, disqualification as an Independent Member, or the election of an Independent Member as Chairman of the Board of Directors. The Lead Independent Director may be removed as Lead Independent Director at any time, with or without cause, by a majority of the Independent Members. For purposes of this Section 3.02, "Independent Member" means a member of the Board of Directors that meets the criteria for independence required by the Nasdaq Stock Market or such other exchange upon which the Corporation's securities are publicly traded from time to time and who has never served as an officer of the Corporation (except on an interim basis).

The Chairman of the Board and the Lead Independent Director shall preside jointly at all meetings of the Board of Directors at which he or she is present. If no Chairman of the Board has been elected or in the absence of the Chairman of the Board, the Lead Independent Director shall preside at all meetings of the Board of Directors at which he or she is present. If no Lead Independent Director has been elected or in the absence of the Lead Independent Director, the Chairman of the Board shall preside at all meetings of the Board of Directors at which he or she is present. If neither the Lead Independent Director nor Chairman of the Board is present at a meeting of the Board of Directors, the Chief Executive Officer (if the Chief Executive Officer is a director and is not also the Chairman of the Board) shall preside at such meeting, and, if the Chief Executive Officer is not present at such meeting or is not a director, a majority of the directors present at such meeting shall elect one of their members to preside over such meeting.

Section 3.03 Resignations. Any director may resign at any time upon notice given in writing or by electronic transmission to the Board of Directors, the Chairman of the Board of Directors, the Lead Independent Director, if one is elected, the Chief Executive Officer, the President or the Secretary of the Corporation. The resignation shall take effect at the time or the happening of any event specified therein, and if no time or event is specified, at the time of its receipt. The acceptance of a resignation shall not be necessary to make it effective unless otherwise expressly provided in the resignation.

Section 3.04 Removal. Subject to the Investor Rights Agreement, directors of the Corporation may be removed in the manner provided in the Certificate of Incorporation and applicable law.

Section 3.05 Vacancies and Newly Created Directorships. Except as otherwise provided by law and subject to the Investor Rights Agreement, vacancies occurring in any directorship (whether by death, resignation, retirement, disqualification, removal or other cause) and newly created directorships resulting from any increase in the number of directors shall be filled in accordance with the Certificate of Incorporation. Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

Section 3.06 Meetings. Regular meetings of the Board of Directors may be held at such places and times as shall be determined from time to time by the Board of Directors. Special meetings of the Board of Directors may be called by the Chief Executive Officer of the Corporation, the President of the Corporation, the Chairman of the Board of Directors, or the Lead Independent Director, and shall be called by the Chief Executive Officer, the President or the Secretary of the Corporation if directed by the Board of Directors and shall be at such places and times as they or he or she shall fix. Notice need not be given of regular meetings of the Board of Directors. At least 24 hours before each special meeting of the Board of Directors, either written notice, notice by electronic transmission or oral notice (either in person or by telephone) of the time, date and place of the meeting shall be given to each director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 3.07 Quorum, Voting and Adjournment. Except as otherwise provided by law, the Certificate of Incorporation, or these Bylaws, a majority of the total number of directors shall constitute a quorum for the transaction of business. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.08 Committees; Committee Rules. Subject to the Investor Rights Agreement, the Board of Directors may designate one or more committees, including but not limited to an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee, each such committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors establishing such committee, 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 the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval or (b) adopting, amending or repealing any Bylaw of the Corporation. Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present at a meeting of the committee at which a quorum is present. Unless otherwise provided in such a resolution, in the event that a member and that member's alternate, if alternates are designated by the Board of Directors, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 3.09 Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or any committee thereof, as the case may be, consent thereto in writing or by electronic transmission. After the action is taken, the consent or consents relating thereto shall be filed in the minutes of proceedings of the Board of Directors in accordance with applicable law.

Section 3.10 Remote Meeting. Unless otherwise restricted by the Certificate of Incorporation, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute presence in person at such meeting.

Section 3.11 Compensation. The Board of Directors shall have the authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

Section 3.12 Reliance on Books and Records. A member of the Board of Directors, or a member of any committee designated by the Board of Directors shall, in the performance of such person's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE IV

Officers

Section 4.01 Number. The officers of the Corporation shall include a Chief Executive Officers and a Secretary, each of whom shall be elected by the Board of Directors and who shall hold office for such terms as shall be determined by the Board of Directors and until their successors are elected and qualify or until their earlier resignation or removal. The Board may elect or appoint co-Chief Executive Officers or co-Secretaries and, in such case, references in these Bylaws to the Chief Executive Officer or Secretary shall refer to either of such co-Chief Executive Officers or co-Secretaries, as the case may be. In addition, the Board of Directors may elect one or more Presidents, Vice Chairmen and Vice Presidents, including one or more Executive Vice Presidents or Senior Vice Presidents, a Treasurer and one or more Assistant Treasurers and one or more Assistant Secretaries, who shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Any number of offices may be held by the same person.

Section 4.02 Other Officers and Agents. The Board of Directors may elect such other officers and agents as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board of Directors.

Section 4.03 Chief Executive Officer. The Chief Executive Officer shall have general executive charge, management, and control of the business and affairs of the Corporation in the ordinary course of its business, with all such powers as may be reasonably incident to such responsibilities or that are delegated to him or her by the Board of Directors. If the Board of Directors has not elected a Chairman of the Board or in the absence, inability or refusal to act of such elected person to act as the Chairman of the Board, the Chief Executive Officer shall exercise all of the powers and discharge all of the duties of the Chairman of the Board, but only if the Chief Executive Officer is a director of the Corporation. He or she shall have power to sign all stock certificates, contracts and other instruments of the Corporation and shall have general supervision and direction of all of the other officers, employees and agents of the Corporation.

Section 4.04 Vice Chairman. The Vice Chairman of the Corporation shall perform all duties as customarily pertain to that office, with all such powers with respect to such management and control as may be reasonably incident to such responsibilities or that are delegated to him or her by the Board of Directors. The Vice Chairman of the Corporation shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized and shall have general supervision of all of the other officers, employees and agents of the Corporation.

Section 4.05 President. The President shall have general responsibility for the management and control of the operations of the Corporation and shall perform all duties, with all such powers with respect to such management and control as may be reasonably incident to such responsibilities or that are delegated to him or her by the Board of Directors. The President shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized and shall have general supervision of all of the other officers (other than the Chief Executive Officer), employees and agents of the Corporation.

Section 4.06 Vice Presidents. Each Vice President, if any are elected, of whom one or more may be designated an Executive Vice President or Senior Vice President, shall have such powers and shall perform such duties as shall be assigned to him by the Chief Executive Officer, the President or the Board of Directors.

Section 4.07 Treasurer. The Treasurer, if any is elected, shall have custody of the corporate funds, securities, evidences of indebtedness and other valuables of the Corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors or its designees selected for such purposes. The Treasurer shall disburse the funds of the Corporation, taking proper vouchers therefor. The Treasurer shall render to the Chief Executive Officer, the President and the Board of Directors, upon their request, a report of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

In addition, the Treasurer shall have such further powers and perform such other duties incident to the office of Treasurer as from time to time are assigned to him or her by the Chief Executive Officer, the President or the Board of Directors.

Section 4.08 Secretary. The Secretary shall: (a) cause minutes of all meetings of the stockholders and directors to be recorded and kept properly; (b) cause all notices required by these Bylaws or otherwise to be given properly; (c) see that the minute books, stock books, and other nonfinancial books, records and papers of the Corporation are kept properly; and (d) cause all reports, statements, returns, certificates and other documents to be prepared and filed when and as required. The Secretary shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer, the President or the Board of Directors.

Section 4.09 Assistant Treasurers and Assistant Secretaries. Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the Chief Executive Officer, the President or the Board of Directors shall otherwise determine. In addition, Assistant Treasurers and Assistant Secretaries shall have such powers and shall perform such duties as shall be assigned to them by the Chief Executive Officer, the President or the Board of Directors.

Section 4.10 Corporate Funds and Checks. The funds of the Corporation shall be kept in such depositories as shall from time to time be prescribed by the Board of Directors or its designees selected for such purposes. All checks or other orders for the payment of money shall be signed by the Chief Executive Officer, the President, a Vice President, the Treasurer or the Secretary or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board of Directors.

Section 4.11 Contracts and Other Documents. The Chief Executive Officer, the President and the Secretary, or such other officer or officers as may from time to time be authorized by the Board of Directors or any other committee given specific authority in the premises by the Board of Directors during the intervals between the meetings of the Board of Directors, shall have power to sign and execute on behalf of the Corporation deeds, conveyances and contracts, and any and all other documents requiring execution by the Corporation.

Section 4.12 Ownership of Stock of Another Entity. Unless otherwise directed by the Board of Directors, the Chief Executive Officer, the President, a Vice President, the Treasurer or the Secretary, or such other officer or agent as shall be authorized by the Board of Directors, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of securityholders of any entity in which the Corporation holds securities or equity interests and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such securities or equity interests at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

Section 4.13 Delegation of Duties. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board of Directors may delegate to another officer such powers or duties.

Section 4.14 Resignation and Removal. Any officer of the Corporation may be removed from office for or without cause at any time by the Board of Directors. Any officer may resign at any time in the same manner prescribed under Section 3.03 of these Bylaws.

Section 4.15 Vacancies. Subject to the Investor Rights Agreement, the Board of Directors shall have the power to fill vacancies occurring in any office.

ARTICLE V

Stock

Section 5.01 Shares With Certificates.

The shares of stock of the Corporation shall be uncertificated and shall not be represented by certificates, except to the extent as may be required by applicable law or as otherwise authorized by the Board of Directors. Notwithstanding the foregoing, shares of stock represented by a certificate and issued and outstanding on May 7, 2021 shall remain represented by a certificate until such certificate is surrendered to the Corporation.

If shares of stock of the Corporation shall be certificated, such certificates shall be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock in the Corporation represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by, any two authorized officers of the Corporation (it being understood that each of the Chief Executive Officer, the Vice Chairman, the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary, and any Assistant Secretary of the Corporation shall be an authorized officer for such purpose), certifying the number and class of shares of stock of the Corporation owned by such holder. Any or all of the signatures on the certificate may be a facsimile. The Board of Directors shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars. The name of the holder of record of the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the Corporation. With respect to all uncertificated shares, the name of the holder of record of such uncertificated shares represented, with the number of such shares and the date of issue, shall be entered on the books of the Corporation.

Section 5.02 Shares Without Certificates. If the Board of Directors chooses to issue shares of stock without certificates, the Corporation, if required by the DGCL, shall, within a reasonable time after the issue or transfer of shares without certificates, send the stockholder a statement of the information required by the DGCL. The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, provided that the use of such system by the Corporation is permitted in accordance with applicable law.

Section 5.03 Transfer of Shares. Shares of stock of the Corporation shall be transferable upon its books by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender to the Corporation by delivery thereof (to the extent evidenced by a physical stock certificate) to the person in charge of the stock and transfer books and ledgers. Certificates representing such shares, if any, shall be cancelled and new certificates, if the shares are to be certificated, shall thereupon be issued. Shares of capital stock of the Corporation that are not represented by a certificate shall be transferred in accordance with any procedures adopted by the Corporation or its agent and applicable law. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Corporation shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

Section 5.04 Lost, Stolen, Destroyed or Mutilated Certificates. A new certificate of stock or uncertificated shares may be issued in the place of any certificate previously issued by the Corporation alleged to have been lost, stolen or destroyed, and the Corporation may, in its discretion, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Corporation may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith. A new certificate or uncertificated shares of stock may be issued in the place of any certificate previously issued by the Corporation that has become mutilated upon the surrender by such owner of such mutilated certificate and, if required by the Corporation, the posting of a bond by such owner in an amount sufficient to indemnify the Corporation against any claim that may be made against it in connection therewith.

Section 5.05 List of Stockholders Entitled To Vote. The Corporation shall prepare, no later than the tenth day before each meeting, a complete list of the stockholders entitled to vote at the meeting *(provided, however,* if the record date for determining the stockholders entitled to vote is less than ten days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of ten days ending on the day before the meeting date (a) on a reasonably accessible electronic network; *provided* that the information required to gain access to such list is provided with the notice of meeting or (b) during ordinary business hours at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 5.05 or to vote in person or by proxy at any meeting of stockholders.

Section 5.06 Fixing Date for Determination of Stockholders of Record.

(A) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than 60 nor less than ten days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however,* that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(B) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than 60 days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(C) Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 5.07 Registered Stockholders. Prior to the surrender to the Corporation of the certificate or certificates for a share or shares of stock or notification to the Corporation of the transfer of uncertificated shares with a request to record the transfer of such share or shares, the Corporation may treat the registered owner of such share or shares as the person entitled to receive dividends, to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner of such share or shares. To the fullest extent permitted by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

ARTICLE VI

Notice and Waiver of Notice

Section 6.01 Notice. If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Other forms of notice shall be deemed given as provided in the DGCL. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

Section 6.02 Waiver of Notice. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting (in person or by remote communication) shall constitute waiver of notice except attendance for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII

Indemnification

Section 7.01 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, agent or trustee or in any other capacity while serving as a director, officer, employee, agent or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith; *provided, however,* that, except as provided in Section 7.03 with respect to proceedings to enforce rights to indemnification or advancement of expenses or with respect to any compulsory counterclaim brought by such indemnitee, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors. Any reference to an officer of the Corporation in this Article VII shall be deemed to refer exclusively to the Chief Executive Officer, Vice Chairman, President, Chief Financial Officer, General Counsel and Secretary of the Corporation elected pursuant to Article IV of these Bylaws, and to any Vice President, Assistant Secretary, Assistant Treasurer, other officer of the Corporation elected by the Board of Directors pursuant to Article IV of these Bylaws or other person designated by the title of "Vice President" of the Corporation, and any reference to an officer of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be deemed to refer exclusively to an officer elected by the board of directors or equivalent governing body of such other entity pursuant to the certificate of incorporation and bylaws or equivalent organizational documents of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

Section 7.02 Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section 7.01, an indemnitee shall also have the right to be paid by the Corporation the expenses (including attorney's fees) incurred by the indemnitee in appearing at, participating in or defending any such proceeding in advance of its final disposition or in connection with a proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Article VII (which shall be governed by Section 7.03) (hereinafter an "advancement of expenses"); *provided, however,* that, if the DGCL requires or in the case of an advance made in a proceeding brought to establish or enforce a right to indemnification or advancement, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer of the Corporation (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made solely upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified or entitled to advancement of expenses under Section 7.01 and Section 7.02 or otherwise.

Section 7.03 Right of Indemnitee to Bring Suit. If a claim under Section 7.01 or Section 7.02 is not paid in full by the Corporation within (i) 60 days after a written claim for indemnification has been received by the Corporation or (ii) 20 days after a claim for an advancement of expenses has been received by the Corporation, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim or to obtain advancement of expenses, as applicable. To the fullest extent permitted by law, if successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VII or otherwise shall be on the Corporation.

Section 7.04 Indemnification Not Exclusive.

(A) The provision of indemnification to or the advancement of expenses and costs to any indemnitee under this Article VII, or the entitlement of any indemnitee to indemnification or advancement of expenses and costs under this Article VII, shall not limit or restrict in any way the power of the Corporation to indemnify or advance expenses and costs to such indemnitee in any other way permitted by law or be deemed exclusive of, or invalidate, any right to which any indemnitee seeking indemnification or advancement of expenses and costs may be entitled under any law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such indemnitee's capacity as an officer, director, employee or agent of the Corporation and as to action in any other capacity.

(B) Given that certain jointly indemnifiable claims (as defined below) may arise due to the service of the indemnitee as a director or officer of the Corporation at the request of the indemnitee-related entities (as defined below), the Corporation shall be fully and primarily responsible for the payment to the indemnitee in respect of indemnification or advancement of expenses in connection with any such jointly indemnifiable claims, pursuant to and in accordance with the terms of this Article VII, irrespective of any right of recovery the indemnitee may have from the indemnitee-related entities. Under no circumstance shall the Corporation be entitled to any right of subrogation or contribution by the indemnitee-related entities and no right of advancement or recovery the indemnitee may have from the indemnitee-related entities shall reduce or otherwise alter the rights of the indemnitee or the obligations of the Corporation hereunder. In the event that any of the indemnitee-related entities shall make any payment to the indemnitee in respect of indemnification or advancement of expenses with respect to any jointly indemnifiable claim, the indemnitee-related entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee against the Corporation, and the indemnitee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the indemnitee-related entities effectively to bring suit to enforce such rights. Each of the indemnitee-related entities shall be third-party beneficiaries with respect to this Section 7.04(B) of Article VII, entitled to enforce this Section 7.04(B) of Article VII.

For purposes of this Section 7.04(B) of Article VII, the following terms shall have the following meanings:

(1) The term "indemnitee-related entities" means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Corporation or any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise for which the indemnitee has agreed, on behalf of the Corporation or at the Corporation's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described herein) from whom an indemnitee may be entitled to indemnification or advancement of expenses with respect to which, in whole or in part, the Corporation may also have an indemnification or advancement obligation.

(2) The term "jointly indemnifiable claims" shall be broadly construed and shall include, without limitation, any action, suit or proceeding for which the indemnitee shall be entitled to indemnification or advancement of expenses from both the indemnitee-related entities and the Corporation pursuant to Delaware law, any agreement or certificate of incorporation, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Corporation or the indemnitee-related entities, as applicable.

Section 7.05 Nature of Rights. The rights conferred upon indemnitees in this Article VII shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VII that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

Section 7.06 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 against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 7.07 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article VII with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE VIII

Miscellaneous

Section 8.01 Electronic Transmission. For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 8.02 Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Chief Financial Officer, Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 8.03 Fiscal Year. The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors. Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

Section 8.04 Section Headings. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 8.05 Inconsistent Provisions. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the DGCL or any other applicable law, such provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

Section 8.06 Severability. If any provision or provisions in these Bylaws shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision or provisions in any other circumstance and of the remaining provisions in these Bylaws and the application of such provision or provisions to other persons or entities and circumstances shall not in any way be affected or impaired thereby. Any person or entity purchasing or otherwise acquiring any security of the Corporation shall be deemed to have notice of and consented to this Section 8.06.

ARTICLE IX

Amendments

Section 9.01 Amendments. The Board of Directors is authorized to make, repeal, alter, amend and rescind, in whole or in part, these Bylaws without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware, the Certificate of Incorporation or the Investor Rights Agreement.

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Exhibit 3.3

AMENDED AND RESTATED
BYLAWS
OF

~~Blade Air Mobility, Inc.~~
STRATA CRITICAL MEDICAL, INC.
* * *
ARTICLE I

Offices

Section 1.01 Registered Office. The registered office and registered agent of ~~**Blade Air Mobility**~~Strata Critical Medical, Inc. (the "Corporation") shall be as set forth in the Certificate of Incorporation (as defined below). The Corporation may also have offices in such other places in the United States or elsewhere (and may change the Corporation's registered agent) as the board of directors of the Corporation (the "Board of Directors") may, from time to time, determine or as the business of the Corporation may require as determined by any officer of the Corporation.

ARTICLE II

Meetings of Stockholders

Section 2.01 Annual Meetings. Annual meetings of stockholders may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board of Directors shall determine and state in the notice of meeting. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication, including by webcast as described in Section 2.11 of these Amended and Restated Bylaws (these "Bylaws"), in accordance with the General Corporation Law of the State of Delaware (the "DGCL"). The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

Section 2.02 Special Meetings. Special meetings of the stockholders may only be called in the manner provided in the Corporation's second amended and restated certificate of incorporation as then in effect (as the same may be amended and/or restated from time to time, the "Certificate of Incorporation") and may be held, at such place, if any, either within or without the State of Delaware, and at such time and date as the Board of Directors or the Chairman of the Board of Directors shall determine and state in the notice of such meeting. The Board of Directors may, in its sole discretion, determine that special meetings of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as described in Section

2.11 of these Bylaws in accordance with Section 211(a)(2) of the DGCL. The Board of Directors may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors or the Chairman of the Board of Directors.

Section 2.03 Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) as provided in the Investor Rights Agreement (as defined in the Certificate of Incorporation), (b) pursuant to the Corporation's notice of meeting (or any supplement thereto) delivered pursuant to Section 2.04, (c) by or at the direction of the Board of Directors or any authorized committee thereof, or (d) by any stockholder of the Corporation who (i) was a stockholder of record at the time the notice provided for in this Section 2.03 was given, on the record date for the determination of stockholders of the Corporation entitled to vote at the meeting, and at the time of the meeting, (ii) is entitled to vote at the meeting, and (iii) subject to Section 2.03(C)(4), complies with the notice procedures set forth in these Bylaws as to such business or nomination. This Section 2.03(A)(1)(d) shall be the exclusive means for a stockholder to make nominations (other than pursuant to Section 2.03(A)(1)(a)) or submit other business before an annual meeting of stockholders (other than pursuant to

Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")).

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to Section 2.03(A)(1)(d), the stockholder must have given timely notice thereof in writing and otherwise in proper form in accordance with this Section 2.03(A)(2) to the Secretary of the Corporation, and, in the case of business other than nominations of persons for election to the Board of Directors, such other business must constitute a proper matter for stockholder action under applicable law. To be timely, a stockholder's notice shall be delivered to the Secretary not earlier than the ~~Close of Business on the~~ 120th calendar day prior to the first anniversary of the preceding year's annual meeting nor later than the Close of Business on the 90th calendar day prior to the first anniversary of the date of the preceding year's annual meeting ~~(which first anniversary date shall, for purposes of the Corporation's first annual meeting of stockholders (or special meeting in lieu thereof) held after the shares of the Corporation's common stock are first publicly traded (the "First Annual Meeting"), be deemed to be May 5, 2022)~~; *provided,* that in the event that the date of the annual meeting is more than 30 calendar days before or more than 70 calendar days after the anniversary date of the preceding year's annual meeting, or if no annual meeting was held in the preceding year ~~(other than in connection with the First Annual Meeting)~~, notice by the stockholder to be timely must be so delivered not earlier than the ~~Close of Business on the~~ 120th calendar day prior to the date of such annual meeting and not later than the Close of Business on the later of the 90th calendar day prior to the date of such annual meeting or the tenth calendar day following the calendar day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. For the avoidance of doubt, a stockholder shall not be entitled to make additional or substitute nominations following the expiration of the time periods set forth in these Bylaws. Notwithstanding anything in this Section 2.03(A)(2) to the contrary, in the event that the number of directors to be elected to the Board of Directors at an annual meeting is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least 100 calendar days prior to the first anniversary of the preceding year's annual meeting of stockholders, then a stockholder's notice required by this Section 2.03 shall be considered timely, but only with respect to nominees for any new positions created by such increase, if it is received by the Secretary of the Corporation not later than the Close of Business on the tenth calendar day following the day on which such public announcement is first made by the Corporation. The number of nominees a stockholder may nominate for election at the annual meeting on its own behalf (or in the case of one or more stockholders giving the notice on behalf of a beneficial owner, the number of nominees such stockholders may collectively nominate for election at the annual meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such annual meeting.

(3) To be in proper form, a stockholder's notice delivered to the Secretary pursuant to this Section 2.03 must:

(a) set forth, as to each person whom the Noticing Stockholder (as defined herein) proposes to nominate for election or re-election as a director, (i) the name, age, business address and residence address of such ~~person~~proposed nominee, (ii) the principal occupation or employment of such ~~person~~proposed nominee (present and for the past five years), (iii) the Ownership Information (as defined herein) for such ~~person and any member of the immediate family of such person, or~~proposed nominee and any Affiliate or Associate (as such terms are defined herein) of such person, ~~or any person acting in concert therewith,~~ (iv) all other information relating to such ~~person~~proposed nominee that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (~~including such person's~~v) such proposed nominee's written consent to being named in the Corporation's proxy statement and accompanying proxy card as a nominee and to serving as a director if elected~~) and~~, (~~v~~vi) a ~~complete and accurate~~ description of all ~~direct and indirect compensation and other material monetary~~ agreements, arrangements and understandings ~~(whether written or oral) during the past three years, and any other material relationships,~~relating to any direct or indirect compensation or other payments to be paid to such person or pertaining to such nomination between or among the Holders and/or any of their respective Stockholder Associated Persons (as such terms are defined herein), on the one hand, and ~~each~~such proposed nominee and ~~any member of the immediate family of such proposed nominee, and~~ his or her ~~respective~~ Affiliates and Associates, ~~or others acting in concert therewith,~~ on the other hand, including~~,~~ without limitation ~~all biographical and~~, the name of each other person who is party to such an agreement, arrangement or understanding and all related party transaction and other information that would be required to be disclosed pursuant to the federal and state securities laws, including Rule 404 promulgated under Regulation S-K (the "Regulation S-K") under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), if any Holder and/or any Stockholder Associated Person were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant; and (vii) the completed and signed questionnaire, representation and agreement of such proposed nominee required by Section 2.03(D).

(b) if the notice relates to any business other than nominations of persons for election to the Board of Directors that the stockholder proposes to bring before the meeting, set forth (i) a brief description of the business desired to be brought before the meeting, (ii) the text, if any, of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment)~~,~~ and (iii) the reasons for conducting such business at the meeting and any material interest of each Holder and any of their respective Stockholder Associated Persons in such business~~,~~; and (iv) a description of all agreements, arrangements and understandings between ~~each~~or among the Holders ~~and~~, any Stockholder Associated Person, and any other person ~~or persons (including their names) in connection with~~, pertaining to the proposal of such business by such stockholder (which description shall include the name of each other person who is a party to such agreements, arrangements and understandings);

~~(c) set forth, as to the stockholder giving the notice (the "Noticing Stockholder") and the beneficial owner, if any, on whose behalf the nomination or proposal is made (collectively with the Noticing Stockholder, the "Holders" and each, a "Holder"): (i) the name and address as they appear on the Corporation's books and records of each Holder and the name and address of any Stockholder Associated Person,~~

(c) set forth, as to the stockholder giving the notice (the "Noticing Stockholder") and the beneficial owner, if any, on whose behalf the nomination or proposal is made (collectively with the Noticing Stockholder, the "Holders" and each, a "Holder") and any of their respective Stockholder Associated Persons: (i) the name and address as they appear on the Corporation's books and records of each Holder and the name and address of any Stockholder Associated Person, (ii) (A) the class or series and number of shares of the Corporation which are, directly or indirectly, owned beneficially and of record by each Holder and any Stockholder Associated Person (*provided*, *however*, that for purposes of this Section 2.03(A)(3), any such person shall in all events be deemed to beneficially own any shares of the Corporation as to which such person has a right to acquire beneficial ownership at any time in the future), (B) ~~any~~a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived, in whole or in part, from the value of any class or series of shares of the Corporation, hedging transactions, and borrowed or loaned shares) to which any Holder or Stockholder Associated Person is a party, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise ~~(a "Derivative Instrument") directly or indirectly owned beneficially by each Holder and any~~ , the effect or intent of which is to (I) transfer to or from any Holder or Stockholder Associated Person ~~and any other direct or indirect~~ , in whole or in part, any of the economic consequences of ownership of any security of the Corporation, (II) increase or decrease the voting power of any Holder or Stockholder Associated Person with respect to shares of any class or series of stock of the Corporation and/or (III) to provide any Holder or Stockholder Associated Person, directly or indirectly, with the opportunity to profit or share in any profit derived from, or to otherwise benefit economically from, any increase or decrease in the value of ~~shares~~any security of the Corporation~~, (C) any proxy, contract~~ (a "Derivative Instrument"), (C) a description of any proxy (other than a revocable proxy given in response to a public proxy solicitation made pursuant to, and in accordance with, the Exchange Act), agreement, arrangement, understanding ~~or relationship~~ pursuant to which each Holder and any Stockholder Associated Person has or shares a right to vote or has granted a right to vote any shares of any class or series of the capital stock of the Corporation, (D) a description of ~~vote or has granted a right to vote any shares of any security of the Corporation, (D) any Short Interest held by each Holder and any Stockholder Associated Person presently or within the last 12 months in any security of the Corporation (for purposes of this Section 2.03 a person shall be deemed to have a "Short Interest" in a security if such person, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (E)~~ any agreement, arrangement or understanding ~~(including any contract to purchase or sell, acquisition or grant of any option, right or warrant to purchase or sell, swap or other instrument) between and among each Holder, any Stockholder Associated Person, on the one hand, and any person acting in concert with any such person, on the other hand, the intent or effect of which may be to transfer to or from any such person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation or to increase or decrease the voting power of any such person with respect to any security of the Corporation, (F) any direct or indirect legal, economic or financial interest (including Short Interest) of each Holder and any Stockholder Associated Person in the outcome of any vote to be taken at any annual or special meeting of stockholders of the Corporation or any other entity with respect to any matter that is substantially related, directly or indirectly, to any nomination or business proposed by any Holder under this Section 2.03, (G) any rights to dividends on the shares of the Corporation~~with respect to the nomination between or among the Holders, the Stockholder Associated Persons, and any other person, pertaining to the nomination(s) (which description shall identify the name of each other person who is party to such an agreement, arrangement or understanding), (E) a description of any agreement, arrangement or understanding with respect any rights to dividends or other distributions on any shares of the Corporation, directly or indirectly, owned beneficially by each Holder and any Stockholder Associated Person that are separated or separable from the underlying shares of the Corporation pursuant to such agreement, arrangement, or understanding, (~~H~~F) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership or limited liability company or similar entity in which any Holder and any Stockholder Associated Person is a general partner or, directly or indirectly, beneficially owns ~~any~~a controlling interest in a general partner or is the manager or managing member or, directly or indirectly, beneficially owns ~~any~~a controlling interest in the manager or managing member of a limited liability company or similar entity, and (~~I~~G) a description of any performance-related fees (other than an asset-based fee) that each Holder and any Stockholder Associated Person is entitled to based on any increase or decrease in the value of any shares of the Corporation or Derivative Instruments, if any, as of the date of such notice (Sub-clauses (A) through (~~I~~G) above of this Section 2.03(A)(3)(c)(ii) shall be referred, collectively, as the "Ownership Information"), (iii) a representation by the Noticing Stockholder that such stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting, will continue to be a stockholder of record of the Corporation entitled to vote at such meeting through the date of such meeting and intends to appear in person (which for the avoidance of doubt, includes remote appearances at virtual meetings) or by proxy at the meeting to propose such business or nomination, (iv) a representation as to whether any Holder and/or any Stockholder Associated Person intends or is part of ~~Section 2.03(A)(3)(c)(ii) shall be referred, collectively, as the "Ownership Information"), (iii) a representation by the Noticing Stockholder that such stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting, will continue to be a stockholder of record of the Corporation entitled to vote at such meeting through the date of such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, (iv) a representation as to whether any Holder and/or any Stockholder Associated Person intends or is part of~~ a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage in voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee ~~and/or~~, (B) otherwise to solicit proxies from stockholders in support of such proposal or nomination and/or (C) to solicit proxies in support of any proposed nominee in accordance with Rule 14a-19 promulgated under the Exchange Act, (v) a certification ~~that~~regarding whether each Holder ~~and any Stockholder Associated Person~~ has complied with all applicable federal, state and other legal requirements in connection with its acquisition of shares or other securities of the Corporation and such person's acts or omissions as a stockholder of the Corporation, (vi) any other information relating to ~~such~~any Holder or ~~s~~Stockholder ~~and beneficial owner~~Associated Person, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest, or is otherwise required, pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, (vii) the names and addresses of other stockholders and beneficial owners known by any Holder to support financially such nomination or proposal, and to the extent known, the class and number of all shares of the Corporation's capital stock owned beneficially and/or of record by such other stockholder(s) and beneficial owner(s) and (viii) a representation as to the accuracy of the information set forth in the notice.

~~(vii) a representation as to the accuracy of the information set forth in the notice, and (viii) with respect to each person nominated for election to the Board of Directors, include a completed and signed questionnaire, representation and agreement and any and all other information required by Section 2.03(D).~~

(4) A Noticing Stockholder shall further update and supplement its notice of any nomination or other business proposed to be brought before a meeting, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.03(A) shall be true and correct (a) as of the record date for the meeting and (b) as of the date that is 15 calendar days prior to the meeting or any adjournment, recess, rescheduling or postponement thereof, *provided* that if the record date for the meeting is less than 15 calendar days prior to the meeting or any adjournment, recess, rescheduling or postponement thereof, the information shall be supplemented and updated as of such later date. Such update and supplement shall be delivered to the Secretary not later than three Business Days after the later of the record date or the date notice of the record date is first publicly announced (in the case of the update and supplement required to be made as of the record date for the meeting) and not later than seven Business Days prior to the date for the meeting, if practicable (or, if not practicable, on the first practicable date prior to the meeting), or any adjournment, recess, rescheduling or postponement thereof (in the case of the update and supplement required to be made as of ~~ten Business~~15 calendar ~~D~~days prior to the meeting or any adjournment, recess, rescheduling or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this Section 2.03(A)(4) or any other section of these Bylaws shall not limit the Corporation's rights with respect to any deficiencies in any stockholder's notice, including, without limitation, any representation required herein, extend any applicable deadlines under these Bylaws or enable or be deemed to permit a stockholder who has previously submitted a stockholder's notice under these Bylaws to change any representation that was previously made pursuant to this Section 2.03, to amend or update any proposal or to submit any new proposal, including by changing or adding nominees, matters, business and/or resolutions proposed to be brought before a meeting of stockholders.

(5) The Corporation may also, as a condition to any such nomination or business being deemed properly brought before an annual meeting, require any Holder or any proposed nominee to deliver to the Secretary, within five Business Days of any such request, such other information as may reasonably be requested by the Corporation, including such other information as may be reasonably required by the Board of Directors, in its sole discretion, to determine (a) the eligibility of such proposed nominee to serve as a director of the Corporation,

(b) whether such nominee qualifies as an "independent director" or "audit committee financial expert" under applicable law, securities exchange rule or regulation, or any publicly disclosed corporate governance guideline or committee charter of the Corporation and (c) such other information that the Board of Directors determines, in its sole discretion, could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(B) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting under Section 2.02. At any time that the stockholders are not prohibited from filling vacancies or newly created directorships on the Board of Directors, nominations of persons for election to the Board of Directors to fill any vacancy or newly created directorship may be made at a special meeting of stockholders at which any proposal to fill any vacancy or newly created directorship is to be presented to the stockholders (1) as provided in the Investor Rights Agreement, (2) by or at the direction of the Board of Directors or any committee thereof or (3) by any stockholder of the Corporation who (a) was a stockholder of record at the time the notice provided for in this Section 2.03 was given, on the record date for the determination of stockholders of the Corporation entitled to vote at the meeting, and at the time of the meeting, (b) is entitled to vote at the meeting, and (c) subject to Section 2.03(C)(4), complies with the notice procedures set forth in these Bylaws as to such business or nomination, including delivering the stockholder's notice required by Section 2.03(A) with respect to any nomination (including the completed and signed questionnaire, representation and agreement required by Section 2.03(D)) to the Secretary not earlier than the ~~Close of Business on the~~ 120th calendar day prior to such special meeting, nor later than the Close of Business on the later of the 90th calendar day prior to such special meeting or the tenth calendar day following the day on which public announcement is first made of the date of the special meeting and of the nominees, if any, proposed by the Board of Directors to be elected at such meeting. The number of nominees a stockholder may nominate for election at the special meeting at which directors are to be elected on its own behalf (or in the case of one or more stockholders giving the notice on behalf of a beneficial owner, the number of nominees such stockholders may collectively nominate for election at the special meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such special meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(~~C~~B) General.

(1) Except as provided in Section 2.03(C)(4) only such persons who are nominated in accordance with the procedures set forth in this Section 2.03 or the Investor Rights Agreement shall be eligible to be elected at an annual or special meeting of stockholders of the Corporation to serve as directors and only such business shall be conducted at an annual or special meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the chairman of the meeting shall, in addition to making any other determination that may be appropriate for the conduct of the meeting, have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall be disregarded. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of the meeting shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; (v) limitations on the time allotted to questions or comments by participants and on stockholder approvals; and (vi) restricting the use of cell phones, audio or video recording devices and similar devices at the meeting. The chairman of the meeting's rulings on procedural matters shall be final. Notwithstanding the foregoing provisions of this Section 2.03, unless otherwise required by law, if the Noticing Stockholder (or a qualified representative thereof) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that such nomination or proposal is set forth in the notice of meeting or other proxy materials and notwithstanding that proxies or votes in respect of such vote may have been received by the Corporation. For purposes of this Section 2.03, to be considered a qualified representative of the Noticing Stockholder, a person must be a duly authorized officer, manager or partner of such Noticing Stockholder or must be authorized by a writing executed by such Noticing Stockholder or an electronic transmission delivered by such Noticing Stockholder to act for such Noticing Stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, the meeting of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. Notwithstanding anything to the contrary in these Bylaws, unless otherwise required by law, if any Holder or Stockholder Associated Person (a) provides notice pursuant to Rule 14a-19(b) promulgated under the Exchange Act with respect to any proposed nominee and (b) subsequently fails to comply with the requirements of Rule 14a-19 promulgated under the Exchange Act (or fails to timely provide reasonable evidence sufficient to satisfy the Corporation that such stockholder has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act in accordance with the following sentence), then the nomination of each such proposed nominee shall be disregarded, notwithstanding that the nominee is included as a nominee in the Corporation's proxy statement, notice of meeting or other proxy materials for any annual meeting (or any supplement thereto) and notwithstanding that proxies or votes in respect of the election of such proposed nominees may have been received by the Corporation (which proxies and votes shall be disregarded). If any Holder or Stockholder Associated Person provides notice pursuant to Rule 14a-19(b) promulgated under the Exchange Act, such stockholder shall deliver to the Corporation, no later than five (5) business days prior to the applicable meeting, reasonable evidence that it or such beneficial owner or Stockholder Related Person has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act.

(2) For purposes of these Bylaws,

(a) "Affiliate" shall mean, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise. The term "control" means the ownership of a majority of the voting securities of the applicable Person or the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the applicable Person, whether through ownership of voting securities, by contract or otherwise, and the terms

"controlled" and "controlling" have meanings correlative thereto; provided, that, in no event shall the Corporation or any of its subsidiaries be considered an Affiliate of any portfolio company (other than the Corporation and its subsidiaries) of any investment fund affiliated with any direct or indirect equityholder of the Corporation nor shall any portfolio company (other than the Corporation and its subsidiaries) of any investment fund affiliated with any direct or indirect equityholder of the Corporation be considered to be an Affiliate of the Corporation or its subsidiaries.

(b) "Associate(s)" shall have the meaning attributed to such term in Rule 12b-2 under the Exchange Act and the rules and regulations promulgated thereunder.

(c) "Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York, NY are authorized or obligated by law or executive order to close.

(d) "Close of Business" shall mean 5:00 p.m. local time at the principal executive offices of the Corporation, and if an applicable deadline falls on the Close of Business on a day that is not a Business Day, then the applicable deadline shall be deemed to be the Close of Business on the immediately preceding Business Day.

(e) "delivery" of any notice or materials by a stockholder as required to be "delivered" under this Section 2.03 shall be made by both

(i) hand delivery, overnight courier service, or by certified or registered mail, return receipt required, in each case, to the Secretary at the principal executive offices of the Corporation, and (ii) electronic mail to the Secretary at such email address as may be specified in the Corporation's proxy statement for the annual meeting of stockholders immediately preceding such delivery of notice or materials.

(f) "person" means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

(g) "public announcement" shall mean any method (or combination of methods) of disclosure that is reasonably designed to provide broad, non-exclusionary distribution of the information to the public or the furnishing or filing of any document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(h) "Stockholder Associated Person" shall mean, as to any Holder ~~(i) any person acting in concert with~~, such Holder's~~, (ii) any person controlling, controlled by or under common control with such Holder or any of their respective~~ Affiliates and Associates~~, or person acting in concert therewith and (iii) any member of the immediate family of such Holder or an affiliate or associate of such Holder~~.

(3) Notwithstanding the foregoing provisions of this Section 2.03, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 2.03; *provided, however,* that, to the fullest extent permitted by law, any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to Section 2.03(A) and Section 2.03(B). Nothing in these Bylaws shall be deemed to affect any rights of (a) stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or any other applicable federal or state securities law with respect to that stockholder's request to include proposals in the Corporation's proxy statement, or (b) the holders of any class or series of stock having a preference over the Common Stock (as defined in the Certificate of Incorporation) as to dividends or upon liquidation to elect directors under specified circumstances.

(4) Notwithstanding anything to the contrary contained in this Section 2.03, for as long as the Investor Rights Agreement remains in effect with respect to the Sellers or the Sponsor (each as defined in the Certificate of Incorporation), neither the Sponsor nor any Seller (to the extent then subject to the Investor Rights Agreement) shall be subject to the notice procedures set forth in Section 2.03(A)(2), Section 2.03(A)(3), Section 2.03(A)(4), Section 2.03(A)(5), Section 2.03(B) or Section 2.03(D) with respect to any annual or special meeting of stockholders in respect of any matters that are contemplated by the Investor Rights Agreement.

(5) Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the Board of Directors.

(D) Submission of Questionnaire. Representation and Agreement. To be eligible to be a nominee for election or re-election as a director of the Corporation pursuant to Section 2.03(A)(1)(d), a proposed nominee must deliver in writing (in accordance with the time periods prescribed for delivery of notice under this Section 2.03) to the Secretary (1) a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such written request), (2) an irrevocable, contingent resignation to the Board of Directors, in a form acceptable to the Board of Directors, and (3) a written representation and agreement (in the form provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such request) that such person (a) is not and will not become a party to (i) any agreement, arrangement or understanding (whether written or oral) with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a Director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (ii) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a Director of the Corporation, with such person's fiduciary duties under applicable law, (b) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, (c) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable rules of the exchanges upon which the securities of the Corporation are listed and all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation and (d) in such person's individual capacity and on behalf of any Holder on whose behalf the nomination is being made, intends to serve a full term if elected as a director of the Corporation.

Section 2.04 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a timely notice in writing or by electronic transmission, in the manner provided in Section 232 of the DGCL, of the meeting, which shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purposes for which the meeting is called, shall be mailed to or transmitted electronically by the Secretary of the Corporation to each stockholder of record entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting. Unless otherwise provided by law, the Certificate of Incorporation or these Bylaws, the notice of any meeting shall be given not less than ten nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

Section 2.05 Quorum. Unless otherwise required by law, the Certificate of Incorporation or the rules of any stock exchange upon which the Corporation's securities are listed, the holders of record of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. Notwithstanding the foregoing, where a separate vote by a class or series or classes or series is required, a majority in voting power of the outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on that matter. Once a quorum is present to organize a meeting, it shall not be broken by the subsequent withdrawal of any stockholders.

Section 2.06 Voting. Except as otherwise provided by or pursuant to the provisions of the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy in any manner provided by applicable law, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Unless required by the Certificate of Incorporation or applicable law, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by such stockholder's proxy, if there be such proxy. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the voting power of the shares of stock present in person or represented by proxy and entitled to vote on the subject matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of applicable law, of the rules or regulations of any stock exchange applicable to the Corporation, of any regulation applicable to the Corporation or its securities, of the Certificate of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Notwithstanding the foregoing sentence and subject to the Certificate of Incorporation, all elections of directors shall be determined by a plurality of the votes cast in respect of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 2.07 Chairman of Meetings. The Lead Independent Director of the Board of Directors, if one is elected, or, in his or her absence or disability or refusal to act, or at the direction of the Board of Directors or the Lead Independent Director, the Chairman of the Board of Directors, if one is elected, or, in his or her absence or disability or refusal to act, the Chief Executive Officer of the Corporation, or in the absence, disability or refusal to act of the Lead Independent Director, the Chairman of the Board of Directors, and the Chief Executive Officer, a person designated by the Board of Directors shall be the chairman of the meeting and, as such, preside at all meetings of the stockholders.

Section 2.08 Secretary of Meetings. The Secretary of the Corporation shall act as Secretary at all meetings of the stockholders. In the absence, disability or refusal to act of the Secretary, the chairman of the meeting shall appoint a person to act as Secretary at such meetings.

Section 2.09 Consent of Stockholders in Lieu of Meeting. Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote only to the extent permitted by and in the manner provided in the Certificate of Incorporation and in accordance with applicable law.

Section 2.10 Adjournment. ~~At any~~Any meeting of stockholders ~~of the Corporation, if less than a quorum be present, the~~ , annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken or are provided in any other manner permitted by the DGCL. The chairman of the meeting or stockholders holding a majority in voting power of the shares of stock of the Corporation, present in person or by proxy and entitled to vote thereon, shall have the power to adjourn the meeting ~~from time to time without notice other than announcement at the meeting until a quorum shall be present~~. Any business may be transacted at the adjourned meeting that might have been transacted at the meeting originally noticed. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date so fixed for notice of such adjourned meeting.

Section 2.11 Remote Communication. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:

(A) participate in a meeting of stockholders; and

(B) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that

~~*provided* that~~

(i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 2.12 Inspectors of Election. The Corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other

information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

ARTICLE III

Board of Directors

Section 3.01 Powers. Except as otherwise provided by the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not, by law or the Certificate of Incorporation, directed or required to be exercised or done by the stockholders.

Section 3.02 Number and Term; Chairman and Lead Independent Director. Subject to the Certificate of Incorporation and the Investor Rights Agreement, the total number of directors shall be determined from time to time exclusively by resolution adopted by the Board of Directors. The term of each director shall be as set forth in the Certificate of Incorporation. Directors need not be stockholders. ~~The Board of Directors shall elect a Chairman of the Board, who shall have the powers and perform such duties as provided in these Bylaws and as the Board of Directors may from time to time prescribe. The Chairman of the Board shall~~

The Board of Directors shall elect a Chairman of the Board, who shall have the powers and perform such duties as provided in these Bylaws and as the Board of Directors may from time to time prescribe. The Chairman of the Board shall hold such office until his or her successor is elected, or until his or her earlier death, resignation, retirement, disqualification or removal. The Board of Directors may remove the Chairman of the Board from such position at any time, with or without cause. In the event the Board of Directors elects a Chairman of the Board who is not an Independent Member (as defined below), the Independent Members of the Board of Directors shall elect a Lead Independent Director who is an Independent Member. The Lead Independent Director shall have the powers and perform such duties as provided in these Bylaws and as the Board of Directors may from time to time prescribe. The Lead Independent Director shall hold such office until his or her successor is elected, or until his or her earlier death, resignation, retirement, removal, disqualification as an Independent Member, or the election of an Independent Member as Chairman of the Board of Directors. The Lead Independent Director may be removed as Lead Independent Director at any time, with or without cause, by a majority of the Independent Members. For purposes of this Section 3.02, "Independent Member" means a member of the Board of Directors that meets the criteria for independence required by the Nasdaq Stock Market or such other exchange upon which the Corporation's securities are publicly traded from time to time and who has never served as an officer of the Corporation (except on an interim basis).

The Chairman of the Board and the Lead Independent Director shall preside jointly at all meetings of the Board of Directors at which he or she is present. If no Chairman of the Board has been elected or in the absence of the Chairman of the Board, the Lead Independent Director shall preside at all meetings of the Board of Directors at which he or she is present. If no Lead Independent Director has been elected or in the absence of the Lead Independent Director, the Chairman of the Board ~~is not~~shall preside at all meetings of the Board of Directors at which he or she is present. If neither the Lead Independent Director nor Chairman of the Board is present at a meeting of the Board of Directors, the Chief Executive Officer (if the Chief Executive Officer is a director and is not also the Chairman of the Board) shall preside at such meeting, and, if the Chief Executive Officer is not present at such meeting or is not a director, a majority of the directors present at such meeting shall elect one of their members to preside over such meeting.

Section 3.03 Resignations. Any director may resign at any time upon notice given in writing or by electronic transmission to the Board of Directors, the Chairman of the Board of Directors, the Lead Independent Director, if one is elected, the Chief Executive Officer, the President or the Secretary of the Corporation. The resignation shall take effect at the time or the happening of any event specified therein, and if no time or event is specified, at the time of its receipt. The acceptance of a resignation shall not be necessary to make it effective unless otherwise expressly provided in the resignation.

Section 3.04 Removal. Subject to the Investor Rights Agreement, directors of the Corporation may be removed in the manner provided in the Certificate of Incorporation and applicable law.

Section 3.05 Vacancies and Newly Created Directorships. Except as otherwise provided by law and subject to the Investor Rights Agreement, vacancies occurring in any directorship (whether by death, resignation, retirement, disqualification, removal or other cause) and newly created directorships resulting from any increase in the number of directors shall be filled in accordance with the Certificate of Incorporation. Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

Section 3.06 Meetings. Regular meetings of the Board of Directors may be held at such places and times as shall be determined from time to time by the Board of Directors. Special meetings of the Board of Directors may be called by the Chief Executive Officer of the Corporation, the President of the Corporation ~~or~~, the Chairman of the Board of Directors, or the Lead Independent Director, and shall be called by the Chief Executive Officer, the President or the Secretary of the Corporation if directed by the Board of Directors and shall be at such places and times as they or he or she shall fix. Notice need not be given of regular meetings of the Board of Directors. At least 24 hours before each special meeting of the Board of Directors, either written notice, notice by electronic transmission or oral notice (either in person or by telephone) of the time, date and place of the meeting shall be given to each director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 3.07 Quorum, Voting and Adjournment. Except as otherwise provided by law, the Certificate of Incorporation, or these Bylaws, a majority of the total number of directors shall constitute a quorum for the transaction of business. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. ~~In the absence of a quorum, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of such adjourned meeting need not be given if the time and place of such adjourned meeting are announced at the meeting so adjourned.~~

Section 3.08 Committees; Committee Rules. Subject to the Investor Rights Agreement, the Board of Directors may designate one or more committees, including but not limited to an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee, each such committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors establishing such committee, 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 the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval or (b) adopting, amending or repealing any Bylaw of the Corporation. Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present at a meeting of the committee at which a quorum is present. Unless otherwise provided in such a resolution, in the event that a member and that member's alternate, if alternates are designated by the Board of Directors, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 3.09 Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or any committee thereof, as the case may be, consent thereto in writing or by electronic transmission. ~~The writing or~~After the action is taken, the consent or consents ~~wr~~relating~~s or electronic transmission or transmissions~~thereto shall be filed in the minutes of proceedings of the Board of Directors in accordance with applicable law.

Section 3.10 Remote Meeting. Unless otherwise restricted by the Certificate of Incorporation, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute presence in person at such meeting.

Section 3.11 Compensation. The Board of Directors shall have the authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

Section 3.12 Reliance on Books and Records. A member of the Board of Directors, or a member of any committee designated by the Board of Directors shall, in the performance of such person's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE IV

Officers

Section 4.01 Number. The officers of the Corporation shall include a Chief Executive Officers~~, a President~~ and a Secretary, each of whom shall be elected by the Board of Directors and who shall hold office for such terms as shall be determined by the Board of Directors and until their successors are elected and qualify or until their earlier resignation or removal. The Board may elect or appoint co-Chief Executive Officers or co-Secretaries and, in such case, references in these Bylaws to the Chief Executive Officer or Secretary shall refer to either of such co-Chief Executive Officers or co-Secretaries, as the case may be. In addition, the Board of Directors may elect one or more Presidents, Vice Chairmen and Vice Presidents, including one or more Executive Vice Presidents or Senior Vice Presidents, a Treasurer and one or more Assistant Treasurers and one or more Assistant Secretaries, who shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Any number of offices may be held by the same person.

Section 4.02 Other Officers and Agents. The Board of Directors may ~~appoint~~elect such other officers and agents as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board of Directors.

Section 4.03 Chief Executive Officer. The Chief Executive Officer shall have general executive charge, management, and control of the business and affairs of the Corporation in the ordinary course of its business, with all such powers as may be reasonably incident to such responsibilities or that are delegated to him or her by the Board of Directors. If the Board of Directors has not elected a Chairman of the Board or in the absence, inability or refusal to act of such elected person to act as the Chairman of the Board, the Chief Executive Officer shall exercise all of the powers and discharge all of the duties of the Chairman of the Board, but only if the Chief Executive Officer is a director of the Corporation. He or she shall have power to sign all stock certificates, contracts and other instruments of the Corporation and shall have general supervision and direction of all of the other officers, employees and agents of the Corporation.

Section 4.04 Vice Chairman. The Vice Chairman of the Corporation shall perform all duties as customarily pertain to that office, with all such powers with respect to such management and control as may be reasonably incident to such responsibilities or that are delegated to him or her by the Board of Directors. The Vice Chairman of the Corporation shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized and shall have general supervision of all of the other officers, employees and agents of the Corporation.

Section 4.05 President. The President shall have general responsibility for the management and control of the operations of the Corporation and shall perform all duties, with all such powers with respect to such management and control as may be reasonably incident to such responsibilities or that are delegated to him or her by the Board of Directors. The President shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized and shall have general supervision of all of the other officers (other than the Chief Executive Officer), employees and agents of the Corporation.

Section 4.06 Vice Presidents. Each Vice President, if any are elected, of whom one or more may be designated an Executive Vice President or Senior Vice President, shall have such powers and shall perform such duties as shall be assigned to him by the Chief Executive Officer, the President or the Board of Directors.

Section 4.07 Treasurer. The Treasurer, if any is elected, shall have custody of the corporate funds, securities, evidences of indebtedness and other valuables of the Corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors or its designees selected for such purposes. The Treasurer shall disburse the funds of the Corporation, taking proper vouchers therefor. The Treasurer shall render to the Chief Executive Officer, the President and the Board of Directors, upon their request, a report of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

In addition, the Treasurer shall have such further powers and perform such other duties incident to the office of Treasurer as from time to time are assigned to him or her by the Chief Executive Officer, the President or the Board of Directors.

Section 4.08 Secretary. The Secretary shall: (a) cause minutes of all meetings of the stockholders and directors to be recorded and kept properly; (b) cause all notices required by these Bylaws or otherwise to be given properly; (c) see that the minute books, stock books, and other nonfinancial books, records and papers of the Corporation are kept properly; and (d) cause all reports, statements, returns, certificates and other documents to be prepared and filed when and as required. The Secretary shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer, the President or the Board of Directors.

Section 4.09 Assistant Treasurers and Assistant Secretaries. Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the Chief Executive Officer, the President or the Board of Directors shall otherwise determine. In addition, Assistant Treasurers and Assistant Secretaries shall have such powers and shall perform such duties as shall be assigned to them by the Chief Executive Officer, the President or the Board of Directors.

Section 4.10 Corporate Funds and Checks. The funds of the Corporation shall be kept in such depositories as shall from time to time be prescribed by the Board of Directors or its designees selected for such purposes. All checks or other orders for the payment of money shall be signed by the Chief Executive Officer, the President, a Vice President, the Treasurer or the Secretary or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board of Directors.

Section 4.11 Contracts and Other Documents. The Chief Executive Officer, the President and the Secretary, or such other officer or officers as may from time to time be authorized by the Board of Directors or any other committee given specific authority in the premises by the Board of Directors during the intervals between the meetings of the Board of Directors, shall have power to sign and execute on behalf of the Corporation deeds, conveyances and contracts, and any and all other documents requiring execution by the Corporation.

Section 4.12 Ownership of Stock of Another ~~Corporation~~Entity. Unless otherwise directed by the Board of Directors, the Chief Executive Officer, the President, a Vice President, the Treasurer or the Secretary, or such other officer or agent as shall be authorized by the Board of Directors, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of securityholders of any entity in which the Corporation holds securities or equity interests and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such securities or equity interests at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

Section 4.13 Delegation of Duties. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board of Directors may delegate to another officer such powers or duties.

Section 4.14 Resignation and Removal. Any officer of the Corporation may be removed from office for or without cause at any time by the Board of Directors. Any officer may resign at any time in the same manner prescribed under Section 3.03 of these Bylaws.

Section 4.15 Vacancies. Subject to the Investor Rights Agreement, the Board of Directors shall have the power to fill vacancies occurring in any office.

ARTICLE V

Stock

Section 5.01 Shares With Certificates.

The shares of stock of the Corporation shall be uncertificated and shall not be represented by certificates, except to the extent as may be required by applicable law or as otherwise authorized by the Board of Directors. Notwithstanding the foregoing, shares of stock represented by a certificate and issued and outstanding on May 7, 2021 shall remain represented by a certificate until such certificate is surrendered to the Corporation.

If shares of stock of the Corporation shall be certificated, such certificates shall be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock in the Corporation represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by, any two authorized officers of the Corporation (it being understood that each of the Chief Executive Officer, the Vice Chairman, the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary, and any Assistant Secretary of the Corporation shall be an authorized officer for such purpose), certifying the number and class of shares of stock of the Corporation owned by such holder. Any or all of the signatures on the certificate may be a facsimile. The Board of Directors shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars. The name of the holder of record of the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the Corporation. With respect to all uncertificated shares, the name of the holder of record of such uncertificated shares represented, with the number of such shares and the date of issue, shall be entered on the books of the Corporation.

Section 5.02 Shares Without Certificates. If the Board of Directors chooses to issue shares of stock without certificates, the Corporation, if required by the DGCL, shall, within a reasonable time after the issue or transfer of shares without certificates, send the stockholder a statement of the information required by the DGCL. The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, provided that the use of such system by the Corporation is permitted in accordance with applicable law.

Section 5.03 Transfer of Shares. Shares of stock of the Corporation shall be transferable upon its books by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender to the Corporation by delivery thereof (to the extent evidenced by a physical stock certificate) to the person in charge of the stock and transfer books and ledgers. Certificates representing such shares, if any, shall be cancelled and new certificates, if the shares are to be certificated, shall thereupon be issued. Shares of capital stock of the Corporation that are not represented by a certificate shall be transferred in accordance with any procedures adopted by the Corporation or its agent and applicable law. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Corporation shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

Section 5.04 Lost, Stolen, Destroyed or Mutilated Certificates. A new certificate of stock or uncertificated shares may be issued in the place of any certificate previously issued by the Corporation alleged to have been lost, stolen or destroyed, and the Corporation may, in its discretion, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Corporation may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith. A new certificate or uncertificated shares of stock may be issued in the place of any certificate previously issued by the Corporation that has become mutilated upon the surrender by such owner of such mutilated certificate and, if required by the Corporation, the posting of a bond by such owner in an amount sufficient to indemnify the Corporation against any claim that may be made against it in connection therewith.

Section 5.05 List of Stockholders Entitled To Vote. The Corporation shall prepare, ~~at least~~no later than the~~n~~ tenth day~~s~~ before ~~every~~each meeting ~~of stockholders~~, a complete list of the stockholders entitled to vote at the meeting *(provided, however,* if the record date for determining the stockholders entitled to vote is less than ten days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting ~~at least~~for a period of ten days ~~prior to~~ending on the day before the meeting date (a) on a reasonably accessible electronic network; *provided* that the information required to gain access to such list is provided with the notice of meeting or (b) during ordinary business hours at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. ~~If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.~~ Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 5.05 or to vote in person or by proxy at any meeting of stockholders.

Section 5.06 Fixing Date for Determination of Stockholders of Record.

(A) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless

otherwise required by law, not be more than 60 nor less than ten days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however,* that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(B) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than 60 days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(C) Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action ~~in writing~~ without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action ~~in writing~~ without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed ~~written~~ consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 5.07 Registered Stockholders. Prior to the surrender to the Corporation of the certificate or certificates for a share or shares of stock or notification to the Corporation of the transfer of uncertificated shares with a request to record the transfer of such share or shares, the Corporation may treat the registered owner of such share or shares as the person entitled to receive dividends, to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner of such share or shares. To the fullest extent permitted by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

ARTICLE VI

Notice and Waiver of Notice

Section 6.01 Notice. If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Other forms of notice shall be deemed given as provided in the DGCL. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

Section 6.02 Waiver of Notice. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting (in person or by remote communication) shall constitute waiver of notice except attendance for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII

Indemnification

Section 7.01 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, agent or trustee or in any other capacity while serving as a director, officer, employee, agent or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith; *provided, however,* that, except as provided in Section 7.03 with respect to proceedings to enforce rights to indemnification or advancement of expenses or with respect to any compulsory counterclaim brought by such indemnitee, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors. Any reference to an officer of the Corporation in this Article VII shall be deemed to refer exclusively to the Chief Executive Officer, Vice Chairman, President, Chief Financial Officer, General Counsel and Secretary of the Corporation ~~appointed~~ elected pursuant to Article IV of these Bylaws, and to any Vice President, Assistant Secretary, Assistant Treasurer, other officer of the Corporation ~~appointed~~elected by the Board of Directors pursuant to Article IV of these Bylaws or other person designated by the title of "Vice President" of the Corporation, and any reference to an officer of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be deemed to refer exclusively to an officer ~~appointed~~elected by the board of directors or equivalent governing body of such other entity pursuant to the certificate of incorporation and bylaws or equivalent organizational documents of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

Section 7.02 Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section 7.01, an indemnitee shall also have the right to be paid by the Corporation the expenses (including attorney's fees) incurred by the indemnitee in appearing at, participating in or defending any such proceeding in advance of its final disposition or in connection with a proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Article VII (which shall be governed by Section 7.03) (hereinafter an "advancement of expenses"); *provided, however,* that, if the DGCL requires or in the case of an advance made in a proceeding brought to establish or enforce a right to indemnification or advancement, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer of the Corporation (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made solely upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified or entitled to advancement of expenses under Section 7.01 and Section 7.02 or otherwise.

Section 7.03 Right of Indemnitee to Bring Suit. If a claim under Section 7.01 or Section 7.02 is not paid in full by the Corporation within (i) 60 days after a written claim for indemnification has been received by the Corporation or (ii) 20 days after a claim for an advancement of expenses has been received by the Corporation, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim or to obtain advancement of expenses, as applicable. To the fullest extent permitted by law, if successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VII or otherwise shall be on the Corporation.

Section 7.04 Indemnification Not Exclusive.

(A) The provision of indemnification to or the advancement of expenses and costs to any indemnitee under this Article VII, or the entitlement of any indemnitee to indemnification or advancement of expenses and costs under this Article VII, shall not limit or restrict in any way the power of the Corporation to indemnify or advance expenses and costs to such indemnitee in any other way permitted by law or be deemed exclusive of, or invalidate, any right to which any indemnitee seeking indemnification or advancement of expenses and costs may be entitled under any law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such indemnitee's capacity as an officer, director, employee or agent of the Corporation and as to action in any other capacity.

(B) Given that certain jointly indemnifiable claims (as defined below) may arise due to the service of the indemnitee as a director or officer of the Corporation at the request of the indemnitee-related entities (as defined below), the Corporation shall be fully and primarily responsible for the payment to the indemnitee in respect of indemnification or advancement of expenses in connection with any such jointly indemnifiable claims, pursuant to and in accordance with the terms of this Article VII, irrespective of any right of recovery the indemnitee may have from the indemnitee-related entities. Under no circumstance shall the Corporation be entitled to any right of subrogation or contribution by the indemnitee-related entities and no right of advancement or recovery the indemnitee may have from the indemnitee-related entities shall reduce or otherwise alter the rights of the indemnitee or the obligations of the Corporation hereunder. In the event that any of the indemnitee-related entities shall make any payment to the indemnitee in respect of indemnification or advancement of expenses with respect to any jointly indemnifiable claim, the indemnitee-related entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee against the Corporation, and the indemnitee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the indemnitee-related entities effectively to bring suit to enforce such rights. Each of the indemnitee-related entities shall be third-party beneficiaries with respect to this Section 7.04(B) of Article VII, entitled to enforce this Section 7.04(B) of Article VII.

For purposes of this Section 7.04(B) of Article VII, the following terms shall have the following meanings:

(1) The term "indemnitee-related entities" means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Corporation or any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise for which the indemnitee has agreed, on behalf of the Corporation or at the Corporation's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described herein) from whom an indemnitee may be entitled to indemnification or advancement of expenses with respect to which, in whole or in part, the Corporation may also have an indemnification or advancement obligation.

(2) The term "jointly indemnifiable claims" shall be broadly construed and shall include, without limitation, any action, suit or proceeding for which the indemnitee shall be entitled to indemnification or advancement of expenses from both the indemnitee-related entities and the Corporation pursuant to Delaware law, any agreement or certificate of incorporation, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Corporation or the ~~indemnitee- related~~indemnitee-related entities, as applicable.

Section 7.05 Nature of Rights. The rights conferred upon indemnitees in this Article VII shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VII that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

Section 7.06 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 against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 7.07 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article VII with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE VIII

Miscellaneous

Section 8.01 Electronic Transmission. For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 8.02 Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Chief Financial Officer, Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 8.03 Fiscal Year. The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors. Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

Section 8.04 Section Headings. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 8.05 Inconsistent Provisions. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the DGCL or any other applicable law, such provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

Section 8.06 Severability. If any provision or provisions in these Bylaws shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision or provisions in any other circumstance and of the remaining provisions in these Bylaws and the application of such provision or provisions to other persons or entities and circumstances shall not in any way be affected or impaired thereby. Any person or entity purchasing or otherwise acquiring any security of the Corporation shall be deemed to have notice of and consented to this Section 8.06.

ARTICLE IX

Amendments

Section 9.01 Amendments. The Board of Directors is authorized to make, repeal, alter, amend and rescind, in whole or in part, these Bylaws without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware, the Certificate of Incorporation or the Investor Rights Agreement.

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Exhibit 10.1

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT, dated as of August 29, 2025 (this "Agreement"), is entered into by and between Joby Aviation, Inc., a Delaware corporation (the "Parent"), and Strata Critical Medical, Inc. (f/k/a Blade Air Mobility, Inc.), a Delaware corporation ("Seller", and, together with the Parent, the "Parties" and each individually a "Party").

W I T N E S S E T H:

WHEREAS, the Parent, the Buyer and Seller are party to that certain Equity Purchase Agreement, dated as of August 1, 2025 (the "Purchase Agreement"), pursuant to which Seller will, on the terms and subject to the conditions set forth therein, sell, transfer, convey and deliver to the Buyer the Purchased Equity and the Buyer will accept and purchase the Purchased Equity and thereby acquire all the outstanding membership interests of the Transferred Subsidiary and the Business;

WHEREAS, the Parent and Seller mutually desire that the goodwill of the Business be acquired by the Buyer as part of the Equity Purchase and the other transactions contemplated by the Purchase Agreement and acknowledge that the Buyer's failure to acquire the goodwill of the Business in accordance with the terms of, and subject to the conditions set forth in, the Purchase Agreement would have the effect of reducing the value of the Transferred Subsidiary and the Business;

WHEREAS, this Agreement is necessary to protect the Buyer's legitimate interests as the acquirer of the Purchased Equity, and Seller understands and acknowledges that the execution and delivery of this Agreement by Seller is a material inducement of the Parent's willingness to enter into the Purchase Agreement and is a material condition to the Parent consummating the transactions contemplated by the Purchase Agreement, including the Equity Purchase; and

WHEREAS, as a condition and material inducement to the Parent's execution of the Purchase Agreement and consummation of the transactions contemplated thereby, including the Equity Purchase, and to preserve the value of the Business and assets being acquired by the Buyer pursuant to the Purchase Agreement, the Purchase Agreement contemplates, among other things, that Seller enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Definitions**. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. In addition, when used herein, the following capitalized terms shall have the following meanings:

(a) "Competing Business" means each of the Jet Charter Business and the Short Distance Business.

(b) "Covered Person" means any customer or client of the Business as of the Closing Date.

(c) "Jet Charter Business" means the business of marketing pursuant to paid advertising in digital or print mediums for full fixed wing aircraft charters or offering, selling, promoting, marketing, planning, booking, brokering, coordinating or arranging seats available for purchase on a fixed wing aircraft (which shall exclude planes capable of landing and takeoff over water, which are referred to herein as "Sea Planes"), in each case, as conducted by the Business as of the Closing Date; provided that, for the avoidance of doubt, the "Jet Charter Business" shall expressly exclude (i) the Retained Business (including, for the avoidance of doubt, the transportation of medical staff, organs, patients and patient families in the course of operating the medical transport business of the Retained Business), (ii) the business of facilitating or providing air transportation for any purpose other than the transportation of passengers (including, without limitation, for medical evacuations, transporting cargo, combatting fires, surveillance, news gathering or any other similar purpose), and (iii) the business of selling aircraft capacity to other Persons or businesses engaged in the aviation industry, including marketing through an online marketplace or similar platform maintained or operated by a B2B technology company (including, for the avoidance of doubt, Avinode TripManager) or through a traditional aircraft leasing arrangement; provided, that during the term set forth in Section 2(b), Parent, with respect to the Business, shall receive a ten (10%) percent discount with respect to jet charter seats marketed directly by Seller or any of its controlled Affiliates through an online marketplace or similar platform maintained or operated by a B2B technology company (including, for the avoidance of doubt, Avinode TripManager), and (iv) ownership or use of, or rights or benefits arising under or relating to, the Excluded Assets, the Excluded Contracts, the Excluded Intellectual Property Rights and the Excluded Technology.

(d) "Parent Group" means the Parent and any of its Subsidiaries or controlled Affiliates (including, after the Closing, the Transferred Subsidiary and its Subsidiaries).

(e) "Short Distance Business" means the business of operating, offering, selling, promoting, marketing, planning, booking, brokering, coordinating and arranging for the air transportation of passengers using Sea Planes, helicopters or electric vertical takeoff and landing ("eVTOL") aircrafts, in each case, as conducted by the Business as of the Closing Date; provided that, for the avoidance of doubt, the "Short Distance Business" shall exclude (i) the Retained Business (including, for the avoidance of doubt, the carriage or transportation of medical staff, organs, patients and patient families in the course of operating the medical transport business of the Retained Business), (ii) the business of facilitating or providing air transportation for any purpose other than the transportation of passengers (including, without limitation, for medical evacuations, combatting fires, surveillance, news gathering or any other similar purpose), and (iii) ownership or use of, or rights or benefits arising under or relating to, the Excluded Assets, the Excluded Contracts, the Excluded Intellectual Property Rights and the Excluded Technology.

(f) "Significant Transaction" means any transaction or a series of related transactions, whether structured as a merger, sale of equity securities, sale of assets, recapitalization or otherwise, pursuant to which any Person(s) (each, a "Significant Investor") (i) directly or indirectly acquire shares of capital stock of Seller that represent more than 50% of the equity interests of Seller, (ii) acquire or obtain, directly or indirectly, the power or right to direct or cause the direction of management or policies of Seller or its Subsidiaries or the Retained Business (whether through ownership of equity securities, by contract or otherwise) or (iii) directly or indirectly acquire all or substantially all of the assets of the Retained Business or Seller and its Subsidiaries on a consolidated basis.

(g) "Specified Employee" means any individual who is a Business Employee and employed by a Transferred Entity as of immediately prior to the Closing.

(h) "Territory" means (i) the United States, (ii) the Principality of Monaco, (iii) the city of Nice, the commune of Saint-Tropez and the Provence-Alpes-Côte d'Azur in France, (iv) each and every state, province, city or other political subdivision throughout the world in which Seller or its Affiliates conducts the Business as of the Closing Date and (v) upon thirty (30) days' prior written notice to Seller, any other country in which the Business begins to operate after the Closing Date.

2. **Noncompetition and Nonsolicitation Obligations of Seller**.

(a) During the period commencing on the Closing Date and ending on the eighth (8^{th}) anniversary of the Closing Date, Seller will not, without the prior written consent of the Parent, and Seller will cause its controlled Affiliates not to: (i) engage, participate in or acquire or hold any interest in any Short Distance Business in the Territory; or (ii) be or become a member, stockholder, equityholder, owner, affiliate, salesperson, co-owner, investment partner, trustee, promoter, agent, representative, supplier, contractor, consultant, advisor or manager of or to, or participate in or facilitate the financing, operation, management or control of, any Person or business that engages or participates in a Short Distance Business in the Territory, in each case, subject to Section 2(c).

(b) During the period commencing on the Closing Date and ending on the third (3^{rd}) anniversary of the Closing Date, Seller will not, without the prior written consent of the Parent, and Seller will cause its controlled Affiliates not to: (i) engage or participate in or acquire or hold any interest in any Jet Charter Business in the Territory; or (ii) be or become a member, stockholder, equityholder, owner, affiliate, salesperson, co-owner, investment partner, trustee, promoter, agent, representative, supplier, contractor, consultant, advisor or manager of or to, or participate in or facilitate the financing, operation, management or control of, any Person or business that engages or participates in a Jet Charter Business in the Territory, in each case, subject to Section 2(c).

(c) Notwithstanding anything to the contrary, nothing in this Section 2 shall prohibit or restrict Seller or any of its controlled Affiliates from, directly or indirectly, (i) performing its obligations or taking any action permitted under the Purchase Agreement or any Ancillary Agreement, (ii) owning as a passive investment less than five percent (5%) of the outstanding shares of the capital stock of a publicly-traded company that is engaged in a Competing Business, (iii) owning as a passive investment an equity interest in a private debt or equity investment fund or vehicle (and any corresponding indirect interest in any portfolio company (as such term is customarily understood in the private equity industry) or investment of any such private debt or equity investment fund or vehicle) in which Seller does not have the ability to control or materially influence investment decisions or exercise any managerial control over such fund, (iv) acquiring or investing in (whether in any transaction or a series of related transactions, structured in any manner, including as a merger, sale of equity securities, sale of assets, recapitalization or otherwise) any Person or business that is engaged or participates in a Jet Charter Business and will continue to engage or participate in a Jet Charter Business after the consummation of such acquisition or investment; provided, that (x) such Person or business is not engaged or participating in a Short Distance Business, (y) the net revenue generated by Seller and its Subsidiaries, on a consolidated basis, in respect of the Jet Charter Business of such Person or business would not reasonably be expected to account for more than 20% of the aggregate net revenue of Seller and its Subsidiaries, on a consolidated basis, and (z) during the portion of the term set forth in Section 2(b) that remains after the date that is three (3) months after the consummation of such acquisition or investment, the acquired Person or business will not engage or participate in the Jet Charter Business, or (iv) engaging or participating in any business (including, for the avoidance of doubt, the Retained Business) other than the Competing Businesses. For the avoidance of doubt, nothing in this Agreement, including in this Section 2, shall (A) restrict, limit or prohibit the ability of Seller or any of its controlled Affiliates to transfer, sell, acquire, lease (whether as lessor or lessee) or sublease (whether as sublessor or sublessee) any aircraft to or from any Person or (B) restrict or limit, or be binding upon, any direct or indirect third-party acquiror or investor of the Retained Business (or any Affiliate, investment vehicle or portfolio company (as such term is customarily understood in the private equity industry) of any such acquiror or investor); provided, however, Seller and its controlled Affiliates shall remain subject to the obligations set forth in this Section 2 in accordance with the terms hereof.

(d) During the period commencing on the Closing Date and ending on the third (3rd) anniversary of the Closing Date, Seller will not, without the prior written consent of the Parent, directly or indirectly, and Seller will cause its controlled Affiliates not to:

(i) encourage, induce, attempt to induce, recruit or solicit any Specified Employee to leave his or her employment with any member of the Parent Group; *provided*, however, that nothing contained herein shall prohibit or restrict Seller or any of its controlled Affiliates from, directly or indirectly, placing general advertisements or conducting any other form of general solicitation (including via search firm engagements) that may be targeted to a particular geographic or technical area but that is not specifically targeted directly or indirectly towards Specified Employees;

(ii) solicit business from any Covered Person, in each case, for the purpose of interfering with the relationship between such Covered Person and the Business by providing goods, products or services with respect to, or on behalf of, a Competing Business in the Territory (it being understood that the placement of general advertisements that may be targeted to a particular geographic or technical area, but which are not targeted directly towards a Covered Person, shall not be prohibited or restricted under, or deemed to be a breach of, this Section 2(d)(ii)); or

(iii) encourage, induce, attempt to induce or solicit any Covered Person to cease doing business with any of the Transferred Entities (including the Transferred Subsidiary);

provided, that, except as expressly set forth in Section 2(d)(ii) or Section 2(d)(iii), nothing in this Section 2(d) shall prohibit, restrict or otherwise limit the ability of the Retained Business or Seller or any of its controlled Affiliates from doing business with any Covered Person.

3. **Injunctive Relief; Availability of Other Remedies**.

(a) Each Party acknowledges that (i) the provisions in Section 2 are reasonable and necessary to protect the legitimate interests of the Parent and Seller, respectively, and (ii) any violation of Section 2 may result in irreparable injury to the Parent or Seller, as applicable, the exact amount of which may be difficult to ascertain, and that the remedies at law for any such violation may not be reasonable or provide adequate compensation to such Party for such a violation. Accordingly, each Party agrees that if such Party violates the provisions of Section 2, as applicable, in addition to any other remedy which may be available at law or in equity, the other Party shall be entitled to seek specific performance and injunctive relief, without posting a bond or other security, and without the necessity of proving the inadequacy of the available remedies at law.

(b) The rights and remedies of each Party under this Agreement are not exclusive of or limited by any other rights or remedies that it may have, whether at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative). Without limiting the generality of the foregoing, the rights and remedies of each Party under this Agreement, and the obligations and liabilities of each Party under this Agreement, are in addition to their respective rights, remedies, obligations and liabilities under the law of unfair competition, under laws relating to misappropriation of trade secrets, under other laws and common law requirements and under all applicable rules and regulations, in each case, solely to the extent applicable and subject to the terms and provisions set forth in the Purchase Agreement and the Ancillary Agreements.

(c) Notwithstanding anything to the contrary in this Agreement, if the Purchase Agreement is terminated in accordance with its terms prior to the Closing, then this Agreement shall automatically and immediately terminate in full and be of no further force or effect.

4. **Severability; Judicial Modification**.

(a) The covenants and obligations of each Party set forth in this Agreement shall be construed as independent of any other covenant or obligation set forth in this Agreement. If any term or provision of this Agreement is held invalid, illegal or unenforceable by a court of a competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(b) If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable, in each case, to come as close as possible to expressing and giving effect to the original intention of the Parties with respect to the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties agree to negotiate in good faith to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the original intent of the Parties with respect to the economic, business and other purposes of such invalid or unenforceable term.

5. **Miscellaneous**.

(a) Adequacy of Consideration. Each Party acknowledges and agrees that the Parties' entry into, and consummation of the transactions contemplated under, the Purchase Agreement provide for adequate consideration for the Parties to enter into this Agreement.

(b) Entire Agreement. This Agreement and the Purchase Agreement and Ancillary Agreements embody the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the Parties, or between any of them, with respect to the subject matter hereof. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the Parties except as expressly set forth in this Agreement, the Purchase Agreement or any of the other Ancillary Agreements.

(c) Successors and Assigns; Third-Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, including any successor or acquirer of a Party, each of which shall assume the obligations of such Party hereunder, except as set forth in Section 2(e). None of the Parties may assign their respective rights or obligations hereunder (by operation of Law or otherwise) without the prior written consent of the other Party. Any attempted assignment in violation of this Section 5(c) shall be void. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(d) Interpretation. Section 10.03 of the Purchase Agreement is incorporated herein by reference *mutatis mutandis*.

(e) Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(i) This Agreement and any claim arising from or relating to this Agreement, the transactions contemplated by this Agreement, any relief or remedies sought by any Parties, and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the conflicts of Law provisions thereof that would cause the Laws of any other jurisdiction to apply.

(ii) Each of the Parties irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Delaware Court of Chancery (or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the United States District Court for the District of Delaware) in any action arising out of or relating to this Agreement or any of the matters contemplated hereby. Each of the Parties irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection it may now or hereafter have to the laying of venue of any action arising out of or relating to this Agreement in any such court. Each of the Parties hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action in any such court. Each of the Parties agrees not to bring any action arising out of or relating to this Agreement or any of the matters contemplated hereby other than in any such court. Each Party agrees that service of process upon such Party in any such action shall be effective if notice is given in accordance with Section 5(h).

(iii) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS CONTAINED IN THIS SECTION 5(e).

(f) Amendment and Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more such counterparts have been signed by each Party and delivered (by facsimile, e-mail or other means of electronic transmission) by the other Parties.

(h) Notice. All notices and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand, (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (iii) on the date sent by e-mail (with confirmation of transmission or no error message generated) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (iv) on the third (3^{rd}) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid; provided, that any notices and other communications delivered pursuant to the foregoing clauses (i), (ii) and (iv) shall also be sent by e-mail. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 5(h)):

if to Seller, to:

Strata Critical Medical, Inc. (f/k/a Blade Air Mobility, Inc.)
31 Hudson Yards, 14th Floor
New York, NY 10001
Attention: Melissa Tomkiel; Legal Department
E-mail: [ ]

with a copy to:

Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, CA 94304
Attention: William B. Brentani; Mark Myott; Matthew Fisher
E-mail: [ ]

if to the Parent, to:

Joby Aviation
333 Encinal Street
Santa Cruz, CA 95060
Attn: Legal Dept.

with a copy to:

Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Attention:
E Mail:

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Restrictive Covenant Agreement, effective as of the date first written above.

SELLER

STRATA CRITICAL MEDICAL, INC. (F/K/A BLADE AIR MOBILITY, INC.)

By: /s/ Melissa Tomkiel

Name: Melissa Tomkiel

Title: General Counsel

IN WITNESS WHEREOF, the Parties hereto have duly executed this Restrictive Covenant Agreement, effective as of the date first written above.

PARENT

JOBY AVIATION, INC.

By: /s/ JoeBen Bevirt

Name: JoeBen Bevirt

Title: Chief Executive Officer

Exhibit 10.2

COMMERCIAL AGREEMENT

This COMMERCIAL AGREEMENT (this "Agreement"), dated as of August 29, 2025 (the "Effective Date"), is entered into by and among (i) Joby Aero, Inc., a Delaware corporation ("Joby"), (ii) solely for purposes of Article IV, Joby Aviation, Inc., a Delaware corporation ("Parent") and (iii) Strata Critical Medical, Inc. (f/k/a Blade Air Mobility, Inc.), a Delaware corporation ("Seller", and, together with Joby and Parent, the "Parties" and each individually a "Party").

RECITALS

WHEREAS, reference is hereby made to that certain Equity Purchase Agreement, dated as of August 1, 2025, by and among Seller, Joby and each of the other parties thereto (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Purchase Agreement"); and

WHEREAS, in connection with, and immediately following the consummation of, the transactions contemplated by the Purchase Agreement, the Parties desire that certain services will be provided between the Seller Group and the Joby Group in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

Section 1.1 Definitions. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Purchase Agreement. In addition, when used herein, the following capitalized terms shall have the following meanings:

(a) "Applicable Payment Amount" has the meaning set forth on Annex I.

(b) "Competing Service Provider" means any Person (other than the members of the Seller Group and any Affiliate of any member of the Seller Group) that engages in or provides Medical Transport Services.

(c) "Customer Request" has the meaning set forth on Annex I.

(d) "Excluded Operator" has the meaning set forth on Annex I.

(e) "eVTOL Business" means the business of offering, selling, promoting, marketing, planning, booking, brokering, coordinating, operating or arranging the air transportation of passengers using electric vertical takeoff and landing ("eVTOL") aircrafts, as may be conducted by the Joby Group from time to time after the date hereof.

(f) "Gross Profit Amount" means, with respect to a Medical Transport Service provided by or on behalf of a member of the Joby Group, the gross profit recognized by the Seller Group or the Retained Business from such Medical Transport Service, which shall be equal to the sum of (x) the then-current hourly rate charged by the Seller Group for the helicopter transportation of the applicable Seller customer, *multiplied by* the helicopter flight time actually billed to such customer in connection with such flight, *minus* (y) all Operation Costs.

(g) "Joby Group" means, collectively, Joby and each of its controlled Affiliates.

(h) "Medical Transport Service" means a helicopter flight arranged for the specific purpose of transporting any human organs, including those accompanied by medical professionals, in the Territory, in each case, in accordance with applicable Laws.

(i) "Non-Participation Event" has the meaning set forth on Annex I.

(j) "Notice Deadline" has the meaning set forth on Annex I.

(k) "Operation Costs" means, with respect to a Medical Transport Service, all helicopter charter costs, all landing fees (whether such landing fees are billed by Joby, a third-party helicopter operator or directly by the infrastructure operator) and all other costs billed by third parties (excluding, for the avoidance of doubt, Joby and its Affiliates) and directly related to such Medical Transport Service (including, without limitation, fuel, crew costs, dispatch fees, navigation and ATC fees).

(l) "Qualified Medical Transport Service Operator" means any Person that operates an aircraft in connection with the provision of any Medical Transport Service; provided that such Person (x) complies with the Qualified Medical Transport Requirements and (y) is legally permitted to provide such Medical Transport Service.

(m) "Qualified Medical Transport Requirements" has the meaning set forth on Annex I.

(n) "Service Notice Upper Limit" has the meaning set forth on Annex I.

(o) "Service Prover Exceptions" has the meaning set forth on Annex I.

(p) "Specified Period" has the meaning set forth on Annex I.

(q) "Term" has the meaning set forth on Annex I.

(r) "Territory" means (i) initially, any subdivision, state or region of the United States in which the Retained Business operates utilizing helicopters as of the Closing and (ii) upon thirty (30) days' prior written notice to Seller at any date hereafter, any other subdivision, state or region of the United States in which the Business operates utilizing helicopters for Medical Transport Service after the Closing Date.

(s) "Waiver Rights" has the meaning set forth on Annex I.

ARTICLE II

MEDICAL TRANSPORT SERVICES

Section 2.1 During the Term, other than as permitted by this Article II, Seller shall not, and shall cause its controlled Affiliates not to, engage any Competing Service Provider for or in respect of, procure from or contract with any Competing Service Provider for or in respect of, the provision of a Medical Transport Service. Notwithstanding the foregoing, nothing in this Section 2.1 shall restrict or limit the ability of Seller or any of its controlled Affiliates to negotiate or contract with any operator or provider of helicopters (other than the Excluded Operator or, upon prior written notice to Seller, another dedicated provider of helicopters that provides Medical Transport Services), subject to compliance with Section 2.2 for the procurement of a specific trip.

Section 2.2 Prior to engagement in or procurement or provision of, or entry into a contract for the engagement, procurement or provision of, any individual Medical Transport Service (*i.e.,* a specific flight), directly or indirectly, by or on behalf of any member of the Seller Group during the Term, Seller will deliver written notice (the "Service Notice") to Joby and, subject to Section 2.6, any service provider designated by Joby in writing to act on its behalf at least ten (10) days in advance of the delivery of any such Service Notice (any such designated service provider, a "Service Designee") setting forth (a) (i) a reasonably detailed description of the applicable Medical Transport Service, (ii) the contemplated air transportation route, including the designated pick-up location and designated drop-off location, (iii) the proposed pick-up time, (iv) the total number of passengers, (v) any applicable payment terms, including when any payment shall become due and payable and (vi) the hourly rate to be charged to the Seller customer for such transportation and Seller's good faith estimate of the amount described in clause (x) of the definition of "Gross Profit Amount" based thereon and (b) an offer for the Joby Group to provide, or cause to be provided, the Medical Transport Service described in such Service Notice (the "Noticed Service") in exchange for a cash payment equal to the Applicable Payment Amount for such Noticed Service (the foregoing items (a) and (b), the "Noticed Terms").

Section 2.3 Upon the receipt of a Service Notice, Joby shall have the right, but not the obligation, to deliver (or to cause a Service Designee to deliver) to Seller a written (including via email) notice that contains the information required to be included therein pursuant to this Section 2.3 (a "Service Election Notice") no later than the Notice Deadline. Such Service Election Notice shall include (i) a binding and irrevocable commitment on the part of Joby to use commercially reasonable efforts to perform, or cause to be performed, in all material respects the Noticed Service on the Noticed Terms and (ii) Joby's calculation of the applicable Gross Profit Amount for such Noticed Service based upon Joby's good faith estimate of each cost, expense and fee described in clause (y) of the definition of "Gross Profit Amount" and the Noticed Terms. Following the delivery of any such Service Election Notice, (A) Joby shall be required to provide, or cause to be provided (including via such Service Designee acting on its behalf), the Noticed Service in all material respects on the Noticed Terms and on such other terms as may be agreed in a writing executed by the Parties from time to time (together with the Noticed Terms and the terms required to be provided under Section 2.6, the "Service Terms") and (B) Seller shall be obligated to pay, or cause to be paid, to Joby (A) all Operation Costs for such Medical Transport Service and (B) the Applicable Payment Amount for such Medical Transport Service. Subject to Seller's Waiver Rights, any failure by Joby to deliver a Service Election Notice at or prior to the applicable Notice Deadline for a Service Notice shall constitute a waiver of Joby's rights under this Article II with respect to the Noticed Service described in such Service Notice, but shall not affect Joby's rights with respect to any future Service Notice.

Section 2.4 Notwithstanding anything to the contrary in this Article II, Seller shall:

(a) not be required to deliver a Service Notice to Joby or any other Person or to take any actions pursuant to this Article II in connection with the provision of any Medical Transport Service if, at or immediately prior to such time when Seller seeks to arrange or provide or cause to be arranged or provided such Medical Transport Service: (i) on five (5) or more occasions in any three (3) month period, Joby has willfully and materially breached the Service Terms applicable to Medical Transport Services for which Joby has delivered a Service Election Notice, which (x) did not occur in the first ninety (90) days following the Closing, (y) have been noticed to Joby in a writing delivered by Seller not more than 30 days following each applicable Medical Transport Service and (z) were not the result of natural disasters or any pandemic, epidemic or any material worsening of such conditions, weather conditions (including hurricanes, tornadoes, floods, earthquakes and other weather-related events), cyberattacks or other force majeure events; (ii) a Service Notice Upper Limit Event has occurred; (iii) a Non-Participation Event has occurred; (iv) a Governmental Authority of competent jurisdiction shall have enacted any applicable Law that is in effect or issued any Governmental Order which has become final and non-appealable and which, in either case, restrains, enjoins or otherwise prohibits delivery of such Service Notice pursuant to this Article II or the performance of such Medical Transport Service by Joby; or (v) a Customer Request has been received; provided, however, that in the event that Seller determines to refrain from delivering a Service Notice in reliance on clauses (i), (ii), (iii), (iv) or (v) above, Seller shall provide Joby with written notice thereof, which shall include a specific reference to such clause or clauses on which Seller is relying, promptly following such determination (and in no event less than two (2) Business Days following such determination); and

(b) be permitted to rely on the Service Provider Exceptions.

Section 2.5 In respect of any Medical Transport Service provided by or on behalf of Joby pursuant to a Service Election Notice, any amount required to be paid to by Seller to any Person in respect thereof shall be paid in accordance with the Service Terms.

Section 2.6 Joby shall not, and shall not permit any of the other members of the Joby Group or any other Person to, operate an aircraft on behalf of a member of the Joby Group in connection with the provision of any Medical Transport Service pursuant to this Article II, in each case, unless (a) with respect to any member of the Joby Group, the Joby Group shall (i) hold harmless and indemnify the Seller Indemnitees from and against, and shall compensate and reimburse the Seller Indemnitees for, any Losses which are suffered or incurred by any of the Seller Indemnitees or to which any of the Seller Indemnitees may otherwise become subject (regardless of whether or not such Losses relate to any third-party claim) and which arise from or as a result of, or in connection with, such member's or its pilots', personnel's, employee's, contractors', agents' or representatives' negligence, willful misconduct or material breach in the provision of a Medical Transport Flight, and (ii) name the Seller Indemnitees as additional insureds under any applicable aircraft liability or applicable related insurance policies maintained by the Joby Group in respect of the provision of Medical Transport Flights, cause the Seller Indemnitees to be covered up to the maximum applicable limits of each such policy and cause a certificate of insurance for each such coverage to be issued to Seller, and/or (b) with respect to any other Person operating an aircraft on behalf of a member of the Joby Group hereunder, such Person is a Qualified Medical Transport Service Operator.

Section 2.7 Seller may (a) terminate its obligations under Section 2.1 in the event of a serious incident occurring during or in respect of a Medical Transport Service provided by Joby pursuant to this Agreement which results in a fatality or mass casualty event and is finally determined, by the applicable regulatory agency of competent jurisdiction, to have been caused by negligence or willful misconduct on the part of Joby, and/or (b) upon written notice to Joby, request that the Joby Group not engage an operator that has been involved in a serious incident which results in a fatality or mass casualty event, and, from and after the delivery of such written notice, Joby shall not, and shall not permit any of the other members of the Joby Group to, engage such operator (or any of its Affiliates) to provide any services on behalf of any member of the Joby Group hereunder.

ARTICLE III

eVTOL TRANSACTIONS

Section 3.1 eVTOL Business. Joby will use commercially reasonable efforts to notify Seller in writing prior to introducing an operational eVTOL Business in any geographic region in the U.S. Upon such written notice, the Parties shall reasonably cooperate with each other and negotiate in good faith to amend this Agreement or enter into one or more new commercial agreements providing Joby with a right of first refusal to provide the Retained Business air transportation using eVTOL aircraft for the specific purpose of transporting any human organs, including those accompanied by medical professionals, in any such geographic region provided that the economic and commercial terms and operational capabilities of the Joby Group are the same or better than those offered by other aircraft operators for aircrafts with similar capabilities, including conventionally powered aircrafts, which right will be structured to give the Seller Group volume-based service priority.

Section 3.2 eVTOL Transactions. In the event that any member of the Seller Group intends to, directly or indirectly, (i) lease or purchase or offer to lease or purchase any eVTOL aircraft, or (ii) enter into any contract or agreement for the purpose of effecting the transactions contemplated in the foregoing clause (i) (such transactions, "eVTOL Transactions"), and solely to the extent that Joby has an eVTOL aircraft available for sale or lease (as applicable) which is suitable for Seller's purpose, Seller and Joby shall, for the Specified Period, negotiate in good faith and on an exclusive basis for the entry into an agreement providing for such eVTOL Transaction on economic and commercial terms and for operational capabilities of such aircraft are the same or better than those offered by other aircraft operators for aircrafts with similar capabilities, including conventionally powered aircrafts.

ARTICLE IV

NON-SOLICITATION

Section 4.1 During the Term, Parent will not, without the prior written consent of Seller, and Parent will cause its controlled Affiliates (including, after the Closing, the Transferred Entities) not to:

(a) encourage, induce, attempt to induce or solicit business from any customer or client of the Retained Business as of the Closing Date (collectively, the "Covered Customers"), in each case, for the purpose of interfering with the relationship between any such Covered Customer, on the one hand, and the Retained Business, on the other hand, by providing goods, products or services with respect to, or on behalf of, any business that competes with the Retained Business (it being understood that the placement of general advertisements that may be targeted to a particular geographic or technical area, but which are not targeted directly towards a Covered Customer, shall not be prohibited or restricted under, or deemed to be a breach of, this Section 4.1(a)); or

(b) encourage, induce, attempt to induce or solicit any Covered Customer to cease doing business with the Retained Business or Seller or any of its Affiliates.

provided, that, except as expressly set forth in Section 4.1(a) or Section 4.1(b), nothing in this Agreement shall prohibit, restrict or otherwise limit the ability of Parent or any of its controlled Affiliates from doing business with any Covered Customer.

Section 4.2 Notwithstanding anything to the contrary, nothing in this Section 4 shall prohibit or restrict Parent or any of its controlled Affiliates from, directly or indirectly, (i) performing its obligations under the Purchase Agreement or any Ancillary Agreement, (ii) owning as a passive investment less than five percent (5%) of the outstanding shares of the capital stock of a publicly-traded company that competes with the Retained Business, or (iii) owning as a passive investment an equity interest in a private debt or equity investment fund or vehicle (or any portfolio company (as such term is customarily understood in the private equity industry) or investment of any such fund or vehicle) in which neither Joby nor any of its Affiliates has the ability to control or materially influence investment decisions or exercise any managerial control over such fund, vehicle, portfolio company or investment.

ARTICLE V

MISCELLANEOUS

Section 5.1 Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the Parties, or between any of them, with respect to the subject matter hereof. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the Parties except as expressly set forth in this Agreement.

Section 5.2 Successors and Assigns; Third-Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, including any successor or acquirer of a Party, each of which shall assume the obligations of such Party hereunder. None of the Parties may assign its rights or obligations hereunder (by operation of Law or otherwise) without the prior written consent of the other Parties; provided, for the avoidance of doubt, that the Joby Group may engage one or more subcontractors to perform any Medical Transport Service for which it becomes engaged pursuant to this Agreement, in each case, subject to the terms and conditions set forth in Article II. Any attempted assignment in violation of this Section 5.2 shall be void. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 5.3 Interpretation. Section 10.03 of the Purchase Agreement is incorporated herein by reference *mutatis mutandis*.

Section 5.4 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement and any claim arising from or relating to this Agreement, the transactions contemplated by this Agreement, any relief or remedies sought by any Parties, and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the conflicts of Law provisions thereof that would cause the Laws of any other jurisdiction to apply.

(b) Each of the Parties irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Delaware Court of Chancery (or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the United States District Court for the District of Delaware) in any action arising out of or relating to this Agreement or any of the matters contemplated hereby. Each of the Parties irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection it may now or hereafter have to the laying of venue of any action arising out of or relating to this Agreement in any such court. Each of the Parties hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action in any such court. Each of the Parties agrees not to bring any action arising out of or relating to this Agreement or any of the matters contemplated hereby other than in any such court. Each Party agrees that service of process upon such Party in any such action shall be effective if notice is given in accordance with Section 5.4(f).

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS CONTAINED IN THIS Section 5.4(c).

(d) Amendment and Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more such counterparts have been signed by each Party and delivered (by facsimile, e-mail or other means of electronic transmission) by the other Parties.

(f) Notice. All notices and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand, (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (iii) on the date sent by e-mail (with confirmation of transmission or no error message generated) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid; provided, that any notices and other communications delivered pursuant to the foregoing clauses (i), (ii) and (iv) shall also be sent by e-mail. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 5.4(f)):

if to Seller, to:

Strata Critical Medical, Inc. (f/k/a Blade Air Mobility, Inc.)
31 Hudson Yards, 14th Floor
New York, NY 10001
Attention: Melissa Tomkiel; Legal Department
E-mail: [ ]

with a copy to:

Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, CA 94304
Attention: William B. Brentani; Mark Myott; Matthew Fisher
E-mail: [ ]

if to Joby, to:

Joby Aviation
333 Encinal Street
Santa Cruz, CA 95060
Attn: Legal Dept.

with a copy to:

Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Attention:
E-mail:

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first written above by their respective officers thereunder duly authorized.

JOBY:

JOBY AERO, INC.

By: /s/ JoeBen Bevirt
Name: JoeBen Bevirt
Its: President and Chief Executive Officer

PARENT:

JOBY AVIATION, INC.

By: /s/ JoeBen Bevirt
Name: JoeBen Bevirt
Its: Chief Executive Officer

SELLER:

STRATA CRITICAL MEDICAL, INC. (F/K/A BLADE AIR MOBILITY, INC.)

By: /s/ Melissa Tomkiel
Name: Melissa Tomkiel
Its: General Counsel

Annex I

[OMITTED]

STRATA CRITICAL MEDICAL, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Overview

On August 29, 2025, Strata Critical Medical, Inc. (f/k/a Blade Air Mobility, Inc) (the "Company") completed the previously announced sale of its Passenger business (the "Passenger Business Sale") to Joby Aero, Inc., (the "Joby Buyer") pursuant to that certain Equity Purchase Agreement, dated August 1, 2025 (the "Purchase Agreement"), the Company, Strata Critical, Inc. (f/k/a Trinity Medical Intermediate II, Inc), Blade Urban Air Mobility, Inc. ("BUAM"), Joby Aviation, Inc. ("Joby Aviation") and Joby Buyer. The Passenger Business Sale (the "Transaction") involved the sale of 100% of the equity interests of BUAM to the Joby Buyer. The initial purchase price received by the Company upon the consummation of the transaction contemplated by the Purchase Agreement was equivalent to approximately $76.0 million (assuming the closing price per share of $14.27 of Joby Aviation's common stock as of August 28, 2025), after giving effect to post-closing adjustments and indemnity holdbacks pursuant to the terms of the Purchase Agreement, consisting of 5,325,585 shares of Joby Aviation's common stock. The Company may receive up to $35.0 million in potential earnout consideration as well as the release of up to $10.0 million in indemnity holdbacks. The earnout is payable in cash or Joby Aviation's common stock upon the achievement of certain employee retention and specified Adjusted EBITDA performance targets during the earnout measurement periods, as described in the Purchase Agreement. The purchase price is also subject to customary post-closing adjustments, including adjustments for working capital, indebtedness, and transaction expenses.

The Passenger Business Sale represents a strategic shift in the Company's operations. Beginning with the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2025, the Passenger business will be presented as discontinued operations for all periods presented in accordance with Financial Accounting Standards Board Accounting Standards Codification ("ASC") 205, *Presentation of Financial Statements*. The criteria for discontinued operations presentation was not met as of June 30, 2025.

Unaudited Pro Forma Financial Information

The following unaudited pro forma condensed consolidated financial statements have been derived from the Company's historical consolidated financial statements and are presented to give effect to the Transaction. The unaudited pro forma condensed consolidated balance sheet as of June 30, 2025 gives effect to the Transaction as if it had occurred on that date.

The unaudited pro forma condensed consolidated statements of operations for the six months ended June 30, 2025 and for the years ended December 31, 2024 and 2023 give effect to the Transaction as if it had occurred on January 1, 2023. In accordance with Article 11 of Regulation S-X, the pro forma adjustments include both recurring impacts (such as the elimination of Passenger business revenues and expenses) and nonrecurring items directly attributable to the Transaction (such as transaction costs, stock-based compensation modifications, and the estimated gain on sale).

The unaudited pro forma condensed consolidated financial statements should be read in conjunction with:

i. the accompanying notes to the unaudited pro forma condensed consolidated financial statements;
ii. the Company's audited consolidated financial statements, the accompanying notes, and Management's Discussion and Analysis of Financial Condition and Results of Operations included in its Annual Report on Form 10-K for the year ended December 31, 2024; and
iii. the Company's unaudited consolidated financial statements, the accompanying notes, and Management's Discussion and Analysis of Financial Condition and Results of Operations included in its Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025.

The unaudited pro forma condensed consolidated financial statements, prepared in accordance with Article 11 of Regulation S-X, are for informational purposes only and are not intended to be a complete presentation of the Company's results of operations or financial position had the Transaction occurred as of and for the periods indicated, nor do they purport to project results of operations or financial position for any future period or as of any future date.

Management has made significant estimates and assumptions in its determination of the pro forma adjustments. The pro forma adjustments reflecting the Transaction are based on certain currently available information and certain assumptions and methodologies that management believes are reasonable under the circumstances. The pro forma adjustments, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated. Therefore, the actual results reported by the Company in periods following the Transaction may differ significantly from these unaudited pro forma condensed consolidated financial statements. Management believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the Transaction based on information available to management at this time and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed consolidated financial statements.

STRATA CRITICAL MEDICAL, INC.
Unaudited Pro Forma Condensed Consolidated Balance Sheet
As of June 30, 2025

(in thousands, except share data, unaudited)	As Reported	Passenger Business Sale (a)(g)	Transaction Accounting Adjustments	Pro Forma
Assets				
Current assets				
Cash and cash equivalents	$ 58,754	$ —	$ —	$ 58,754
Restricted cash	1,564	(1,038)	—	526
Accounts receivable, net	28,172	(4,429)	—	23,743
Short-term investments	54,666	—	75,996(b)	130,662
Prepaid expenses and other current assets	13,324	(6,029)	—	7,295
Total current assets	156,480	(11,496)	75,996	220,980
Non-current assets:				
Property and equipment, net	33,697	(2,241)	—	31,456
Intangible assets, net	13,580	(6,175)	—	7,405
Goodwill	44,251	(28,710)	—	15,541
Operating right-of-use asset	8,453	(5,405)	—	3,048
Other non-current assets	1,458	(880)	45,000(b)	45,578
Total assets	$ 257,919	$ (54,907)	$ 120,996	$ 324,008
Liabilities and Stockholders' Equity				
Current liabilities:				
Accounts payable and accrued expenses	$ 13,679	$ (4,493)	$ 6,679(c)	$ 15,865
Deferred revenue	9,112	(9,112)	—	—
Operating lease liability, current	3,521	(2,891)	—	630
Total current liabilities	26,312	(16,496)	6,679	16,495
Non-current liabilities:				
Warrant liability	2,979	—	—	2,979
Operating lease liability, long-term	5,318	(2,706)	—	2,612
Deferred tax liability	210	(210)	—	—
Other non-current liabilities	—	—	17,455(c)	17,455
Total liabilities	34,819	(19,412)	24,134	39,541
Stockholders' Equity				
Preferred stock, $0.0001 par value, 2,000,000 shares authorized; no shares issued and outstanding at June 30, 2025	$ —	$ —	$ —	$ —
Common stock, $0.0001 par value; 400,000,000 authorized; 81,695,605 and 79,419,028 shares issued at June 30, 2025	7	—	—	7
Additional paid in capital	411,259	—	(5,153)(c)	406,106
Accumulated other comprehensive income	5,968	(6,063)	—	(95)
Accumulated deficit	(194,134)	(29,432)	102,015(d)	(121,551)
Total stockholders' equity	223,100	(35,495)	96,862	284,467
Total liabilities and stockholders' equity	$ 257,919	$ (54,907)	$ 120,996	$ 324,008

STRATA CRITICAL MEDICAL, INC.
Unaudited Pro Forma Condensed Consolidated Statements of Operations
For the Six Months Ended June 30, 2025

(in thousands, except share and per share data, unaudited)	As Reported	Passenger Business Sale (e)(f)	Transaction Accounting Adjustments	Pro Forma
Revenue	$ 125,107	$ (44,051)	$ —	$ 81,056
Operating expenses				
Cost of revenue	95,392	(32,178)	—	63,214
Software development	1,727	(826)	—	901
General and administrative	37,456	(14,184)	—	23,272
Selling and marketing	3,069	(2,645)	—	424
Total operating expenses	137,644	(49,833)	—	87,811
Loss from operations	(12,537)	5,782	—	(6,755)
Other non-operating income				
Interest income	2,476	—	—	2,476
Change in fair value of warrant liabilities	2,829	—	—	2,829
Total other non-operating income	5,305	—	—	5,305
Loss before income taxes	(7,232)	5,782	—	(1,450)
Income tax expense (benefit)	4	(4)	—	—
Net loss	$ (7,236)	$ 5,786	$ —	$ (1,450)
Net loss per share:				
Basic	$ (0.09)			$ (0.02)
Diluted	$ (0.09)			$ (0.02)
Weighted-average number of shares outstanding:				
Basic	80,598,483			80,598,483
Diluted	80,598,483			80,598,483

STRATA CRITICAL MEDICAL, INC.
Unaudited Pro Forma Condensed Consolidated Statements of Operations
For the Year Ended December 31, 2024

(in thousands, except share and per share data, unaudited)	As Reported	Passenger Business Sale (e)(f)	Transaction Accounting Adjustment	Pro Forma
Revenue	$ 248,693	$ (101,876)	$ —	$ 146,817
Operating expenses				
Cost of revenue	189,774	(75,998)	—	113,776
Software development	3,184	(1,642)	—	1,542
General and administrative	81,711	(37,131)	—	44,580
Selling and marketing	7,950	(7,324)	—	626
Total operating expenses	282,619	(122,095)	—	160,524
Loss from operations	(33,926)	20,219	—	(13,707)
Other non-operating income				
Interest income	7,214	—	—	7,214
Change in fair value of warrant liabilities	(850)	—	—	(850)
Total other non-operating income	6,364	—	—	6,364
Loss before income taxes	(27,562)	20,219	—	(7,343)
Income tax expense (benefit)	(255)	255	—	—
Net loss	$ (27,307)	$ 19,964	$ —	$ (7,343)
Net loss per share:				
Basic	$ (0.35)			$ (0.09)
Diluted	$ (0.35)			$ (0.09)
Weighted-average number of shares outstanding:				
Basic	77,499,423			77,499,423
Diluted	77,499,423			77,499,423

STRATA CRITICAL MEDICAL, INC.
Unaudited Pro Forma Condensed Consolidated Statements of Operations
For the Year Ended December 31, 2023

(in thousands, except share and per share data, unaudited)	As Reported	Passenger Business Sale (e)	Transaction Accounting Adjustment	Pro Forma
Revenue	$ 225,180	$ (98,576)	$ —	$ 126,604
Operating expenses				
Cost of revenue	183,058	(79,132)	—	103,926
Software development	4,627	(2,230)	—	2,397
General and administrative	95,174	(53,714)	—	41,460
Selling and marketing	10,438	(8,328)	—	2,110
Total operating expenses	293,297	(143,404)	—	149,893
Loss from operations	(68,117)	44,828	—	(23,289)
Other non-operating income				
Interest income	8,442	—	—	8,442
Change in fair value of warrant liabilities	2,125	—	—	2,125
Realized gain from sales of short-term investments	8	—	—	8
Gain on disposal	—	—	72,583(d)	72,583
Total other non-operating income	10,575	—	72,583	83,158
Income (loss) before income taxes	(57,542)	44,828	72,583	59,869
Income tax expense (benefit)	(1,466)	1,466	1,000(f)	1,000
Net income (loss)	$ (56,076)	$ 43,362	$ 71,583	$ 58,869
Net income (loss) per share:				
Basic	$ (0.76)			$ 0.80
Diluted	$ (0.76)			$ 0.80
Weighted-average number of shares outstanding:				
Basic	73,524,476			73,524,476
Diluted	73,524,476			73,524,476

Pro forma Adjustments

The following items resulted in adjustments in the unaudited pro forma condensed consolidated financial statements. Each adjustment is directly attributable to the Transaction, factually supportable, and, for the statements of operations, expected to have a continuing impact unless otherwise noted.

(a) Passenger Business Sale

Elimination of the assets, liabilities, and equity attributable to the Passenger Business. The amounts represent the Company's current best estimates prepared in accordance with discontinued operations guidance under ASC 205, *Presentation of Financial Statements,* and are considered preliminary.

(b) Transaction Consideration

Adjustments to reflect the aggregate consideration received in connection with the Passenger Business Sale, measured at fair value as of the assumed closing date and net of preliminary closing adjustments (e.g., working capital and transaction costs incurred by the Company). Consideration consists of Joby Aviation common stock with an estimated value of $76.0 million (assuming the closing price per share of $14.27 of Joby Aviation's common stock as of August 28, 2025), net of preliminary closing adjustments. In addition, there is $10.0 million in indemnity holdbacks, which may be payable in Joby Aviation's common stock at Joby Buyer's election.

Contingent earnout consideration of up to $35.0 million is payable in Joby Aviation common stock or cash, at Joby Buyer's election, upon achievement of certain employee retention and specified Adjusted EBITDA performance targets during the earnout measurement periods, as described in the Purchase Agreement. The potential range of outcomes is zero to $35 million (undiscounted). For purposes of the pro forma financial information, the contingent consideration has been presented at the full contractual amount. However, in accordance with ASC 805, *Business Combinations*, such contingent consideration will be initially recognized at its estimated fair value at closing, which may be less than the contractual maximum. The fair value measurement will be performed as of the closing date, and subsequent changes in fair value will be recognized in earnings in periods after closing.

The final purchase price also remains subject to customary post-closing adjustments under the Purchase Agreement, including final net working capital, which will be reflected as adjustments to the recognized gain or loss on disposal when settled.

(c) Transaction-Related Costs and Compensation

Nonrecurring costs directly attributable to the Transaction, including transition and transaction bonuses, the modification of the Chief Executive Officer's equity awards, forfeitures of unvested restricted stock units by Passenger business employees, and related legal and advisory expenses.

(d) Gain on Disposal

Estimated non-recurring pre-tax gain on sale of the Passenger business, calculated as total consideration of $121.0 million (including the full $35.0 million earnout and $10.0 million release of the indemnity holdbacks for pro forma purposes) less the carrying value of net assets disposed of $35.5 million, transaction costs of $19.0 million, and accumulated foreign currency translation adjustments of $6.1 million. The gain is subject to customary post-closing adjustments under the Purchase Agreement.

(e) Elimination of Passenger Business Historical Results

Elimination of revenues, costs, and expenses of the Passenger business from the unaudited pro forma condensed consolidated statements of operations.

(f) Income Taxes

Estimated income tax effects of the pro forma adjustments, taking into account the Company's available net operating loss ("NOL") carryforwards. The Company has NOLs that partially offset the taxable impacts of the Transaction. Accordingly, the pro forma statements reflect an estimated tax provision for the gain on disposal and other pro forma adjustments after consideration of available NOLs. The removal of the Passenger business results eliminates the actual historical income tax provision (benefit) recorded by that business. The final tax effects will depend on the Company's actual taxable income, utilization of NOLs, and other factors that may differ materially from these estimates.

(g) Accumulated Other Comprehensive Income

Elimination of accumulated other comprehensive income associated with the Passenger business, including foreign currency translation adjustments.

Exhibit 99.2

Blade Completes Sale of Passenger Business and Planned Name Change to Strata Critical Medical, Begins Trading Under Ticker Symbol SRTA

NEW YORK — (August 29, 2025) — Strata Critical Medical, Inc. (Nasdaq: SRTA, "Strata" or the "Company"), formerly known as Blade Air Mobility, Inc. (Nasdaq: BLDE), today announced the successful closing of the previously announced divestiture of the Company's Passenger business to Joby Aviation, Inc. (NYSE: JOBY). Joby has elected to pay the up-front consideration in stock. The Company may receive up to an additional $35.0 million in consideration based on maintaining certain employee retention and financial performance targets during the 18 and 12 months, respectively, following today's closing, as well as the release of up to $10.0 million in indemnity holdbacks, payable in cash or stock at Joby's election.

The Company's re-branding to Strata Critical Medical is now complete and Strata will begin trading under the ticker symbol SRTA today.

"Our re-branding as Strata Critical Medical reflects the Company's now 100% focus on the rapidly growing, contractual, and macro-non-correlated marketplaces for organ logistics and other medical services," said Melissa Tomkiel, Co-CEO and General Counsel. "We've built the industry-leading organ transplant logistics and services platform, delivering rapid response times and cost efficiency while benefiting from the redundancy and unmatched scale of our coast-to-coast asset-light aircraft network."

"Strata's experience and track record providing mission-critical logistics to the organ transplant community provides the foundation for our growth plan in medical services and logistics more broadly," said Co-CEO and CFO Will Heyburn. "Our "one-call" logistics solution, where we procure a variety of additional services from third-parties on behalf of our customers, gives us a unique vantage point into a multitude of growth opportunities, which we will continue to pursue through organic growth, strategic partnerships and acquisitions, for which we are very well funded."

Financial Outlook

As previously disclosed, we are updating our 2025 financial guidance to reflect the Passenger business divestiture throughout all periods in 2025. Beginning with our Q3 2025 earnings report, the Passenger business will be reported in discontinued operations.

For the full year 2025:

- Revenue of $160-170 million
- Double-digit Adjusted EBITDA[(1)]

Adjusted unallocated corporate expenses and software development costs are expected to decrease to a quarterly run rate of approximately $3.5 million in Q4 2025.

(1) We have not reconciled the forward-looking Adjusted EBITDA guidance included above to the most directly comparable GAAP measure because this cannot be done without unreasonable effort due to the variability and low visibility with respect to certain costs, the most significant of which are incentive compensation (including stock-based compensation), transaction-related expenses, certain fair value measurements, which are potential adjustments to future earnings. We expect the variability of these items to have a potentially unpredictable, and a potentially significant, impact on our future GAAP financial results.

Investor Day

Strata is planning an investor day to take place this fall. We will provide more information about this event over the coming weeks.

About Strata Critical Medical

Strata Critical Medical provides time critical logistics solutions and specialized medical services to healthcare providers across the United States, strategically expanding its portfolio of services through acquisition and organic growth. Strata's subsidiary, Trinity Medical Solutions, is an industry leader in air and ground transportation of human organs for transplant, leveraging Strata's asset-light platform to reliably and efficiently deliver logistics solutions to its customers across the United States.

For more information, visit www.stratacritical.com

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include all statements that are not historical facts and may be identified by the use of words such as "will", "anticipate", "believe", "could", "continue", "expect", "estimate", "may", "plan", "outlook", "future", "target", and "project" and other similar expressions and the negatives of those terms. These statements, which involve risks and uncertainties, relate to the sale of the Company's Passenger business, analyses and other information that are based on forecasts of future results and estimates of amounts not yet determinable and may also relate to Strata's future prospects, developments and business strategies. In particular, such forward-looking statements include statements concerning the impact and anticipated benefits of the sale of the Passenger business (including the receipt of any contingent consideration), the impact of such divestiture on Strata's financial performance and liquidity outlook, the timing when such transaction may be completed, if at all, Strata's future plans and business strategies, financial and operating performance (including the discussion of financial and liquidity outlook and guidance for 2025 and beyond), the composition and performance of its fleet, results of operations, industry environment and growth opportunities and new product lines and partnerships. These statements are based on management's current expectations and beliefs, as well as a number of assumptions concerning future events. Actual results may differ materially from the results predicted, and reported results should not be considered as an indication of future performance.

Such forward-looking statements are subject to known and unknown risks, uncertainties, assumptions and other important factors, many of which are outside Strata's control, that could cause actual results to differ materially from the results discussed in the forward-looking statements. Factors that could cause actual results to differ materially from those expressed or implied in forward-looking statements include:; unexpected costs, charges, or expenses resulting from the recently completed divestiture; any failure to realize the anticipated efficiencies and benefits of such transaction; fluctuations in the value of any equity issued to Strata in the transaction; our continued incurrence of significant losses; failure of the markets for our offerings to grow as expected, or at all; ; our ability to successfully enter new markets and launch new routes and services; any adverse publicity stemming from accidents involving small aircraft, helicopters or charter flights and, in particular, any accidents involving our third-party operators; the impact of the recently completed sale of the Passenger business, any change to the ownership of our aircraft and the challenges related thereto; the effects of competition; harm to our reputation and brand; our ability to provide high-quality customer support; our ability to maintain a high daily aircraft usage rate; changes in economic conditions; impact of natural disasters, outbreaks and pandemics, economic, social, weather, geopolitical, growth constraints, and regulatory conditions or other circumstances on metropolitan areas and airports where we have geographic concentration; the effects of climate change, including potential increased impacts of severe weather and regulatory activity; the availability of aircraft fuel; our ability to address system failures, defects, errors, or vulnerabilities in our website, applications, backend systems or other technology systems or those of third-party technology providers; interruptions or security breaches of our information technology systems; our placements within mobile applications; our ability to protect our intellectual property rights; our use of open source software; our ability to expand and maintain our infrastructure network; our ability to access additional funding; our ability to identify, complete and successfully integrate future acquisitions; our ability to manage our growth; increases in insurance costs or reductions in insurance coverage; the loss of key members of our management team; our ability to maintain our company culture; our reliance on contractual relationships with certain transplant centers and Organ Procurement Organizations; effects of fluctuating financial results; our reliance on third-party operators; the availability of third-party operators; disruptions to third-party operators; increases in insurance costs or reductions in insurance coverage for our third-party aircraft operators; the possibility that our third-party aircraft operators may illegally, improperly or otherwise inappropriately operate our branded aircraft; our reliance on third-party web service providers; changes in our regulatory environment; risks and impact of any litigation we may be subject to; regulatory obstacles in local governments; the expansion of domestic and foreign privacy and security laws; the expansion of environmental regulations; our ability to remediate any material weaknesses or maintain internal controls over financial reporting; our ability to maintain effective internal controls and disclosure controls; changes in the fair value of our warrants; and other factors beyond our control. Additional factors can be found in our most recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q, each as filed with the U.S. Securities and Exchange Commission. New risks and uncertainties arise from time to time, and it is impossible for us to predict these events or how they may affect us. You are cautioned not to place undue reliance upon any forward-looking statements, which speak only as of the date made, and Strata undertakes no obligation to update or revise the forward-looking statements, whether as a result of new information, changes in expectations, future events or otherwise.

Contacts

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investors@srta.com