
**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**

Date of Report (Date of earliest event reported):

August 27, 2019 (August 26, 2019)

Internap Corporation

(Exact Name of Registrant as Specified in Charter)

Delaware (State or Other Jurisdiction of Incorporation)	001-31989 (Commission File Number)	91-2145721 (IRS Employer Identification Number)
12120 Sunset Hills Road, Suite 330, Reston, Virginia (Address of Principal Executive Offices)		20190 (Zip Code)
Registrant's telephone number, including area code: (404) 302-9700		
Not applicable (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 (see General Instruction A.2. below):

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

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, \$0.001 par value	INAP	Nasdaq Global Market

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

Appointment of President and Chief Financial Officer – Michael T. Sicoli

On August 27, 2019, Intemap Corporation (the “*Company*”) announced the appointment of Michael T. Sicoli as the Company’s President and Chief Financial Officer, effective October 1, 2019 (the “*Commencement Date*”). Mr. Sicoli will lead all Finance and Accounting functions, Corporate Development, Investor Relations, Information Technology and Real Estate. Joseph DuFresne, the Company’s Senior Vice President, Finance, Corporate Development and Treasury was appointed by the Board of Directors as the Company’s Interim Chief Financial Officer for the period of August 31, 2019 until Mr. Sicoli commences his employment on October 1, 2019.

Mr. Sicoli, 48, most recently served as Chief Financial Officer of GTT Communications Inc. (NYSE: GTT), a publicly-traded provider of cloud networking services to multinational clients. Prior to joining GTT in April 2015, he served as principal of MTS Advisors, LLC, a consulting and advisory services firm he founded in 2013. From 2010 to 2013, he served as Chief Executive Officer of Sidera Networks, a fiber optic service provider that was merged with Lighttower Fiber Networks in 2013. From 2005-2010, Mr. Sicoli served as Chief Financial Officer of RCN Corporation, where he reported to Peter Aquino until the go-private transaction in 2010. Prior to that, Mr. Sicoli held various positions at Nextel Communications, Deloitte Consulting, and Accenture. Mr. Sicoli recently served as a director of Lumos Networks, a fiber-based bandwidth infrastructure and service provider in the Mid-Atlantic region. Mr. Sicoli holds a Bachelor of Arts in Economics from The College of William and Mary and an MBA from The University of Virginia, Darden Graduate School of Business Administration.

Pursuant to the terms of an Employment Agreement, dated as of August 26, 2019 (“*Sicoli Employment Agreement*”) by and between the Company and Mr. Sicoli, Mr. Sicoli’s employment will commence on the Commencement Date and continue until October 1, 2022, unless terminated earlier or renewed in accordance with the Sicoli Employment Agreement. Under the Sicoli Employment Agreement, Mr. Sicoli will receive (1) an annual base salary of \$350,000; (2) an inducement award of 150,000 shares of restricted stock subject to a Restricted Stock Inducement Award Agreement (“*Restricted Stock Agreement*”), described below; (3) an annual cash incentive bonus based upon criteria established by the Company’s Board of Directors, with a target level of 75% of base salary and a maximum potential target level of 150% of base salary, with a guaranteed bonus for 2019 of \$65,650; (4) reimbursement for all travel and other reasonable business expenses in accordance with Company policies and practices; (5) reimbursement of up to \$15,000 in out of pocket legal expenses for negotiation of the Sicoli Employment Agreement; and (6) customary benefits including paid time off.

As a material inducement to Mr. Sicoli entering into employment with the Company, on the Commencement Date, Mr. Sicoli will be awarded 150,000 restricted shares of the Company’s common stock under the terms of the Restricted Stock Agreement. This award was unanimously approved by the Compensation Committee of the Company’s Board of Directors as an inducement award pursuant to NASDAQ Listing Rule 5635(c)(4). One-half of the shares of restricted stock (75,000) are subject to time-based vesting on each of the first, second and third anniversaries of Mr. Sicoli’s start date, and one-half of the shares of restricted stock (75,000) are subject to performance-based vesting based on the Company achieving performance targets. The performance-based shares will vest in three year annual increments subject to achievement of performance targets. Vesting of the shares of restricted stock is conditioned upon Mr. Sicoli’s continued employment with the Company, and is subject to acceleration upon certain events as described below.

The Sicoli Employment Agreement and Restricted Stock Agreement entitle Mr. Sicoli to certain benefits in the event that his employment is terminated under specified circumstances, subject to Mr. Sicoli’s execution of a general release and compliance with certain restrictive covenants. Upon a qualifying termination (as defined in the Sicoli Employment Agreement), other than during a protection period (as defined in the Sicoli Employment Agreement), Mr. Sicoli will receive severance equal to his then-current annual base salary plus his then-current target bonus amount. Upon a qualifying termination during a protection period, Mr. Sicoli will receive (i) severance equal to one and a half (1.5) times his then-current annual base salary plus one and a half times (1.5) his then-current target bonus amount, and (ii) all restricted shares granted under the Restricted Stock Agreement subject to time-based and performance-based vesting will immediately vest.

The foregoing descriptions of the Sicoli Employment Agreement and Restricted Stock Agreement do not purport to be complete and are qualified in their entirety by reference to the Sicoli Employment Agreement, the Restricted Stock Agreement, the Notice of Grant of Restricted Stock, Indemnification Agreement and Employee Covenants Agreement, which are attached to this Current Report as Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5, respectively, and incorporated herein by reference.

There are no family relationships between Mr. Sicoli and any director or other executive officer, nor are there any transactions to which the Company was or is a participant and in which Mr. Sicoli has a material interest subject to disclosure under Item 404(a) of Regulation S-K. There are no arrangements or understandings between Mr. Sicoli and any other persons pursuant to which he was selected as an officer.

Appointment of Interim Chief Financial Officer – Joseph DuFresne

As previously disclosed by the Company in its Form 8-K, July 26, 2019, Joseph DuFresne will serve as interim Chief Financial Officer until Mr. Sicoli commences his employment with the Company. Mr. DuFresne, 51, is the Company's Senior Vice President Finance, Corporate Development and Treasury. Prior to his recent position, he was the Company's Vice President, Corporate Development since November 2017 and has led the Company's capital raising and merger and acquisition activities. Mr. DuFresne has more than 25 years of operating company and investment banking experience. Prior to joining the Company, Mr. DuFresne was the CEO and CFO at Broad Valley Micro Fiber Networks Inc., a fiber and wireless infrastructure provider serving the Mid-Atlantic region. Mr. DuFresne also spent twelve years in investment banking where he covered the telecommunications sector with a focus on infrastructure businesses, including metro fiber and data center-related businesses. Over the course of his banking career, Mr. DuFresne executed a broad array of debt and equity financings and buy and sell-side M&A transactions in the U.S., Europe and Japan. Mr. DuFresne spent time at UBS and Oppenheimer & Co. and began his banking career at Deutsche Bank Securities. Mr. DuFresne started his career at UOP, a process technology licensor for the petrochemical and oil and gas industries. While at UOP, he lived and worked outside the U.S., including time in Europe, Russia, Asia, South America and Africa. Mr. DuFresne holds an M.B.A. from the Tuck School of Business at Dartmouth College and a Bachelor of Science in chemical engineering from Montana State University.

Appointment of Principal Accounting Officer - Christine Herren

Christine Herren, the Company's Vice President, Accounting and Controller is being promoted to Principal Accounting Officer, effective August 31, 2019.

Ms. Herren, 47, has over 25 years financial and accounting leadership experience in both public and private companies. Mr. Herren has been the Company's Vice President, Accounting and Controller since May 2019 and previously was the Company's Assistant Controller since April 2017. From 1991 to 2017, Ms. Herren held various accounting positions with increasing seniority at Radial, Inc., and prior to a business combination, its predecessor Innotracs Corporation, including Chief Accounting Officer and Corporate Controller.

Ms. Herren is a certified public accountant. Ms. Herren holds a Bachelor of Business Administration in Accounting from Georgia State University.

There are no family relationships between Ms. Herren and any director or other executive officer, nor are there any transactions to which the Company was or is a participant and in which Ms. Herren has a material interest subject to disclosure under Item 404(a) of Regulation S-K. There are no arrangements or understandings between Ms. Herren and any other persons pursuant to which she was selected as an officer.

Item 7.01 Regulation FD Disclosure.

On August 27, 2019, the Company issued a press release, which is attached hereto as Exhibit 99.1. The information reported in this Item 7.01 (including the press release) is furnished to and not “filed” with the Commission for the purposes of the Securities Exchange Act of 1934, and it shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are filed herewith with this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Agreement, dated August 26, 2019, by and between the Company and Michael T. Sicoli.
10.2	Restricted Stock Inducement Award Agreement, dated August 26, 2019, by and between the Company and Michael T. Sicoli.
10.3	Notice of Grant of Restricted Stock, dated August 26, 2019, by and between the Company and Michael T. Sicoli.
10.4	Indemnity Agreement, dated August 26, 2019, by and between the Company and Michael T. Sicoli.
10.5	Employment Covenants Agreement, dated August 26, 2019, by and between the Company and Michael T. Sicoli.
99.1	Press Release, dated August 27, 2019.

SIGNATURES

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

INTERNAP CORPORATION

Date: August 27, 2019

By: /s/ Richard P. Diegnan
Richard P. Diegnan
EVP and General Counsel

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is made this 26th day of August 2019 and is effective for all purposes as of October 1, 2019 (the “Effective Date”) by and between Internap Corporation (“Company”) and Michael T. Sicoli (“Executive”).

WHEREAS, Executive desires to serve as the President and Chief Financial Officer of the Company in exchange for the protection and other consideration set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual agreements contained herein, the Company and Executive hereby agree as follows:

**ARTICLE I
EMPLOYMENT**

1.1 Employment. Company agrees to employ Executive and Executive hereby accepts such employment with the Company upon the terms and conditions set forth in this Agreement, for the three-year period (the “Employment Period”) beginning on October 1, 2019 (“Start Date”) and ending on October 1, 2022, but such employment shall automatically renew on the same terms and conditions set forth herein for additional one-year periods (each a “Renewal Year”) unless the Company or Executive gives the other party appropriate notice of its election not to renew the Employment Period prior to the renewal date. If this Agreement is renewed in accordance with this Section, each Renewal Year shall be included in the definition of “Employment Period” for purposes of this Agreement. If this Agreement is not renewed in accordance with this Section, or is otherwise terminated hereunder (i) Executive’s employment shall terminate, and (ii) this Agreement shall no longer be in effect; provided, however, that the restrictive covenants and all post-termination obligations of both the Company and Executive contained in this Agreement shall survive termination of this Agreement. For the avoidance of doubt, the term “Employment Period” shall include the initial three-year term and each Renewal Year, and a Termination of Employment by the Company for non-renewal of the Employment Period shall be considered a termination by the Company without Cause and shall be treated as a Qualifying Termination hereunder.

1.2 Position and Duties.

(a) Commencing on the Start Date and continuing during the Employment Period, Executive shall serve as President and Chief Financial Officer (the “President and CFO”) of the Company, reporting to the Chief Executive Officer and shall perform such duties as may be assigned to him by the Chief Executive Officer and the Board. The Company’s Northern Virginia office shall be the Executive’s primary work location and office.

(b) Executive may serve on no more than one (1) outside board of directors and any such appointment or election to a board shall require the Board’s consent. Notwithstanding anything to the contrary in this Agreement, Executive shall be permitted to: (i) manage his personal and family investments; and (ii) provide services to charitable and/or civic organizations (including holding board, trustee or similar positions); in each case, so long as such activity does not interfere with the Executive’s performance of services to the Company or violate Executive’s obligations under ARTICLE V.

1.3 Base Salary, Bonus and Benefits.

(a) During the Employment Period, the Company shall pay Executive an annual base salary ("Base Salary") of Three Hundred Fifty Thousand Dollars (\$350,000.00) in accordance with the Company's normal payroll practices, subject to deductions for required federal and state income withholding taxes and social security taxes. Executive's Base Salary may be increased (but not decreased) as recommended by the Compensation Committee of the Board (the "Compensation Committee") and approved by the Board based upon Executive's performance and the Company's performance, as determined in the sole and absolute discretion of the Compensation Committee and the Board.

(b) Executive shall be entitled to the opportunity to earn annual calendar year performance bonuses under the Company's short-term incentive plan ("STIP"), with a target cash bonus of 75% of Base Salary earned during a calendar year ("Target Bonus Amount") in accordance with performance objectives as determined by the Compensation Committee. Upon the recommendation of the Compensation Committee, the Executive will be able to achieve a maximum potential cash bonus of 150% of Base Salary for achievement of performance goals. Notwithstanding the foregoing, Executive shall receive a cash bonus for 2019 of Sixty-Five Thousand Six Hundred Fifty Dollars (\$65,650.00). All bonus payments shall be paid in a lump sum cash payment, subject to deductions for required federal and state income withholding taxes and social security taxes. The bonus shall be payable in the calendar year following the calendar year in which the performance objectives for such bonus are measured, but no later than March 15 of such following year.

(c) Executive shall be entitled, during the Employment Period, to participate in all retirement, disability, savings, health, medical, dental, insurance, paid time off, and other fringe benefits or plans of the Company, if any, generally available to senior executives. During the Employment Period, the Executive shall be entitled to a minimum of four (4) weeks (twenty (20) business days) of paid time off each calendar year, prorated for 2019. The accrual, use, and carry over of such paid time off shall be governed by the Company's leave policies.

(d) The Company will pay or reimburse the Executive for up to Fifteen Thousand Dollars (\$15,000) in out of pocket legal expenses for the negotiation of this Agreement. The payment or reimbursement pursuant to this Section 1.3(d) shall be subject to the submission to the Company by the Executive of appropriate documentation and/or invoices in accordance with the customary procedures of the Company for expense reimbursement, as such procedures may be revised by the Company from time to time. It is agreed that the payment or reimbursement pursuant to this Section 1.3(d) shall be considered a working condition fringe benefit for federal tax purposes.

(e) The Company shall reimburse Executive for all travel and other reasonable business expenses and any other out of pocket business expenses incurred in connection with the performance of his duties hereunder subject to (i) such expense reimbursement policies as the Company may from time to time establish, and (ii) Executive furnishing the Company with evidence in the form of receipts satisfactory to the Company substantiating the claimed expenditures.

1.4 Equity Awards, Incentive Compensation Plans, Special Bonuses.

(a) Contingent on the Executive reporting for employment on the Start Date, the Board has approved a grant (the "Award") to the Executive, as of the Start Date, of an award of restricted stock with respect to 150,000 shares of common stock of the Company, par value \$0.01 per share ("Stock"), which award shall be made and the restrictions shall lapse and the Award shall vest in accordance with the terms of the Executive's Notice of Grant of Restricted Stock, a copy of which is attached hereto as Exhibit A. The terms and conditions of the Award are set forth in, and subject to, that certain Restricted Stock Inducement Award Agreement between Executive and the Company, a copy of which is attached hereto as Exhibit B. Executive shall not be entitled to any additional equity grants during the Employment Period, unless otherwise determined by the Board, in its sole and absolute discretion, or as required by Section 1.4(b).

(b) In the event that the number of shares of Stock increases or is reduced on account of a stock split, stock dividend, reverse split or similar corporate event, then the number of shares of Stock to which the Executive is entitled pursuant to any award under this Agreement shall be appropriately adjusted to prevent dilution or enlargement of the rights of the Executive pursuant to this Agreement.

(c) The Company shall register any shares of Stock underlying equity-based compensation awarded to the Executive on an SEC Form S-8.

ARTICLE II
TERMINATION

2.1 Termination. This Agreement and Executive's employment may be terminated by any of the following events:

- (a) Qualifying Termination other than during a Protection Period;
- (b) Qualifying Termination during a Protection Period; or
- (c) Termination other than a Qualifying Termination.

2.2 Resignation. Upon Termination of Employment for any reason, Executive shall deliver to the Company a written resignation from all offices, memberships on the Board, and fiduciary positions in which Executive serves.

ARTICLE III
TERMINATION BENEFITS

3.1 General Termination Benefits. If Executive incurs a Qualifying Termination other than during a Protection Period, Executive will receive the following termination benefits:

(a) Severance Pay. Subject to Section 3.4 and ARTICLE IV, the Executive will receive Severance Pay in equal monthly installments payable over a twelve (12) month period, in accordance with the Company's normal payroll schedule, beginning with the first such date following the date that the general release required pursuant to ARTICLE IV has been delivered to the Company and is fully executed and becomes irrevocable in accordance with its terms; provided, however, that if Severance Pay is deferred compensation subject to Section 409A of the Code and the period that Severance Pay may commence spans more than one calendar year (as a result of the period during which Executive may consider executing such general release, or has the right to revoke the general release, spanning more than one calendar year), Severance Pay shall not commence or be paid until the second calendar year.

(b) COBRA Premiums. Subject to ARTICLE IV, if the Executive timely elects continued coverage pursuant to COBRA under one or more of the Company's group health plans, the Company will pay, until the end of the COBRA Payment Period, the monthly COBRA premium for such coverage.

(c) Accrued Obligations. The Executive will be entitled to payment of (i) any earned and unpaid Base Salary as of Termination of Employment and, if required by applicable law or the Company's applicable policy as of Termination of Employment, any accrued but unused paid time off through Termination of Employment, (ii) any earned but unpaid other amounts due as of the Termination of Employment, including, but not limited to, any unpaid, earned performance bonus pursuant to Section 1.3(b) for any prior calendar year, and (iii) any unreimbursed business expenses incurred by the Executive on or before Termination of Employment (the "Accrued Obligations"). Accrued Obligations described in clause (i) above will be paid as part of Executive's final ordinary payroll payment from Company for active employment or contemporaneously with such payment, but in no event later than thirty (30) days after such Termination of Employment. Accrued Obligations described in clause (ii) above will be paid in accordance with the terms of the plan under which they arose (including with respect to time of payment or distribution), and shall be paid at the same time as similar payments are made to other Company executives. Accrued Obligations described in clause (iii) above will be paid in accordance with the Company's expense reimbursement policy.

(d) Equity Compensation Adjustments. Any equity-based compensation awards granted to the Executive by Company under an Equity Agreement will be governed by the terms of such awards and such Equity Agreement. Following Executive's Termination of Employment, Company will not grant the Executive any equity-based compensation awards.

(e) 401(k) Savings Plan. The terms of the 401(k) Savings Plan will govern the Executive's account balance, if any, under such 401(k) Savings Plan.

Company's obligations pursuant to this Section 3.1 shall survive Executive's death.

3.2 Termination Benefits in Connection with a Change of Control. If Executive incurs a Qualifying Termination during a Protection Period, Executive will receive the following termination benefits:

(a) Severance Pay.

(i) Subject to Section 3.4 and ARTICLE IV, Executive will receive Severance Pay in a single lump-sum cash payment on the first Company payroll date that follows the latest of (1) Executive's Qualifying Termination, (2) the date of the Change of Control, or (3) the date that the general release required pursuant to ARTICLE IV is executed and delivered to Company and becomes irrevocable in accordance with its terms by such date; provided, however, that if Severance Pay is deferred compensation subject to Section 409A of the Code and the period that Severance Pay could be paid spans more than one calendar year (as a result of the period during which Executive may consider executing such general release, or has the right to revoke the general release, spanning more than one calendar year), Severance Pay shall not be paid until the second calendar year.

(ii) In the event of any conflict between the provisions of Section 3.1(a) and the provisions of this Section 3.2(a), which arises because of a Qualifying Termination during a Protection Period, the provisions of this Section 3.2(a), and not Section 3.1(a) shall control, except that the amount payable pursuant to this Section 3.2(a) will be reduced by the aggregate dollar amount previously paid under Section 3.1(a).

(b) COBRA Premiums. Subject to ARTICLE IV, if the Executive timely elects continued coverage pursuant to COBRA under one or more of the Company's group health plans, the Company will pay, until the end of the COBRA Payment Period, the monthly COBRA premium for such coverage, which is equal to monthly cost of the Executive's group health plan coverage that the Company was paying as of Termination of Employment.

(c) Accrued Obligations. The Executive will be entitled to payment of any Accrued Obligations in accordance with the provisions of Section 3.1(c) above.

(d) Equity Compensation Adjustments. Any equity-based compensation awards shall be treated in accordance with Section 3.1(c).

(e) 401(k) Savings Plan. The terms of the 401(k) Savings Plan will govern the Executive's account balance, if any, under such 401(k) Savings Plan

(f) Conditional Cap on Severance Pay.

If the Executive is a "disqualified individual" (as defined in Section 280G of the Code), and if the payments to the Executive pursuant to this Agreement (when considered with all other payments made to Executive which are "parachute payments" as defined in Section 280G of the Code) (the amount of all such payments, collectively, the "Parachute Payment") result in the Executive becoming liable for the payment of any excise taxes pursuant to Section 4999 of the Code ("280G Excise Tax"), the Executive will receive either (i) the Parachute Payment or (ii) the Parachute Payment as reduced to avoid imposition of the 280G Excise Tax (the "Conditional Capped Amount"), whichever of clauses (i) and (ii), after taking into account applicable federal, state, and local taxes and the 280G Excise Tax, results in the receipt by the Executive, on an after-tax basis, of the greatest portion of the Parachute Payment.

Not more than fourteen (14) days following the earlier of the Termination of Employment or the date on which the Executive's right to parachute payments becomes reasonably likely to occur, Company will notify the Executive in writing (A) whether the severance benefits payable pursuant to this Section 3.2 when added to any other parachute payments to which the Executive is entitled exceed an amount equal to 299% (the "299% Amount") of the Executive's "base amount" as defined in Section 280G(b)(3) of the Code, (B) the amount that is equal to the 299% Amount, (C) whether the Parachute Payment or the Conditional Capped Amount pursuant to section 3.2(f)(ii) is greater on an after-tax basis and (C) if the Conditional Capped Amount is the greater amount, the amount that the Parachute Payment must be reduced to equal such amount. Such reduction order may be elected by the Executive at the time to the extent legally permitted and not a violation of Code Section 280G or 409A and, if it is or is not elected within fifteen (15) days of the notification, it shall be done in the following order: (a) all cash severance in the reverse order to be received, (b) all equity valued without regard to Treas. Reg. §1.280G-1, Q&A-24(c) in reverse order of vesting, and (c) all equity valued pursuant to Treas. Reg. §1.280G-1, Q&A-24(c) in reverse order of vesting.

The calculation of the 299% Amount, the determination of whether the termination benefits described in Section 3.2(f)(i) or the Conditional Capped Amount described in Section 3.2(f)(ii) is greater on an after-tax basis and, if the Conditional Capped Amount in Section 3.2(f)(ii) is the greater amount, the determination of how much the Executive's termination benefits must be reduced in order to avoid application of the 280G Excise Tax will be made by Company's public accounting firm in accordance with section 280G of the Code or any successor provision thereto. The costs of obtaining such determination will be borne by Company.

Company's obligations pursuant to this Section 3.2 shall survive Executive's death.

3.3 Termination Benefits in Connection with a Termination Other Than a Qualifying Termination. If Executive has a Termination of Employment that is not described in Section 3.1 or 3.2, including due to death or Disability, Executive will receive the following termination benefits:

- (a) Severance Pay. The Executive will not receive any Severance Pay.
- (b) Accrued Obligations. The Executive or the Executive's estate, as applicable, will be entitled to payment of any Accrued Obligations in accordance with the provisions of Section 3.1(c).
- (c) Equity Compensation Adjustments. Any equity-based compensation awards shall be treated in accordance with Section 3.1(c).
- (d) 401(k) Savings Plan. The terms of the 401(k) Savings Plan will govern the Executive's account balance, if any, under such 401(k) Savings Plan.

3.4 Code Section 409A.

(a) It is the intention of Company and the Executive that the provisions of this Agreement either (i) provide compensation that is not deferred compensation, or (ii) provide compensation that is deferred compensation exempt from Section 409A of the Code, or (iii) provide deferred compensation that complies with Section 409A of the Code and the rules, regulations and other authorities promulgated thereunder (including the transition rules thereof) (collectively, "409A"), and all provisions of this Agreement will be construed and interpreted in a manner consistent with this intent.

(b) To the extent Executive is a “specified employee,” as defined in Section 409A(a)(2)(B)(i) of the Code and as determined in good faith by Company, notwithstanding the timing of payment provided in any other Section of this Agreement, no payment, distribution or benefit under this Agreement that constitutes a distribution of deferred compensation (within the meaning of Treasury Regulation Section 1.409A-1(b)) upon separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)), after taking into account all available exemptions, that would otherwise be payable during the six-month period after separation from service will be made during such six-month period. If the payments are delayed as a result of the previous sentence, then on the first business day following the end of such six-month period (or such earlier date upon which such amount can be paid under 409A without resulting in a prohibited distribution, the Company shall pay the Executive (or the Executive’s estate) a lump-sum amount equal to the cumulative amount that would have otherwise been payable to the Executive during such period.

(c) In the event that Company determines that any provision of this Agreement that is subject to 409A does not comply with 409A, Company and Executive shall negotiate in good faith to amend or modify such provision to comply with 409A with the objective that such amendment or modification will, to the greatest extent commercially practicable, maintain the economic value to Executive of such provision.

(d) For purposes of 409A, each installment of Severance Pay under Section 3.1(a) will be deemed to be a separate payment as permitted under Treasury Regulation Section 1.409A-2(b)(2)(iii).

(e) Notwithstanding anything to the contrary contained in this Agreement, a Qualifying Termination shall occur only to the extent that the Executive incurs a “separation from service” with the Company within the meaning of Treasury Regulation Section 1.409A-1(h).

(f) Notwithstanding anything to the contrary contained in this Agreement, to the extent required to avoid accelerated taxation and/or tax penalties under 409A, expenses reimbursable to the Executive under this Agreement shall be paid to the Executive on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in-kind benefits provided to the Executive) during any one year may not effect amounts reimbursable or provided in any subsequent year.

ARTICLE IV CONDITIONS TO PAYMENT OF TERMINATION BENEFITS

As a condition of receiving Severance Pay and COBRA premium payments, Executive will be required to (a) within twenty-one (21) days or forty-five (45) days (depending on the circumstances of the Termination of Employment) following Termination of Employment execute and deliver to Company a general release of claims against Company, at the Company’s election, in such form as the Company then is regularly using with respect to terminated employees, and (b) comply, subject to Section 5.1 below, with the covenants set forth in ARTICLE V below. In the event that Executive does not execute and deliver a general release as set forth above, or such release is revoked (but only to the extent revocation is permitted under the terms of such general release), then the Executive will forfeit all entitlement to any Severance Pay and COBRA premium payments.

ARTICLE V
RESTRICTIVE COVENANTS

5.1 Restrictive Covenants.

(a) Executive acknowledges and agrees that: (i) Executive (1) will serve Company as a Key Executive; and/or (2) will serve Company as a Professional; and/or (3) will customarily and regularly solicit Customers and/or Prospective Customers for Company; and/or (4) will customarily and regularly engage in making sales or obtaining orders or contracts for products or services to be provided or performed by others in Company; and/or (5) (A) will have a primary duty of managing a department or subdivision of Company, (B) will customarily and regularly direct the work of two (2) or more other employees, and (C) will have the authority to hire or fire other employees; and/or (ii) Executive's position is a position of trust and responsibility with access to (1) Confidential Information, (2) Trade Secrets, (3) information concerning Intemap Employees, (4) information concerning Customers of Company, and/or (5) information concerning Prospective Customers of Company.

(b) Executive represents and warrants that: (i) Executive is not subject to any legal or contractual duty or agreement that would prevent or prohibit Executive from performing Executive's duties for the Company or complying with this Agreement, and (ii) Executive is not in breach of any legal or contractual duty or agreement, including any agreement concerning trade secrets or confidential information, owned by any other person or entity.

(c) Executive further agrees that during Executive's employment with the Company and in connection with the performance of Executive's duties for the Company, Executive shall not breach any legal or contractual duty or agreement Executive entered into with any former employer or third party.

(d) Executive shall abide by the following both during and after Executive's employment with Company for the periods specified below, whether or not Executive receives any benefits under this Agreement pursuant to ARTICLE III:

(i) Trade Secrets and Confidential Information. Unless compelled to do so by judicial or regulatory process, an order of a court or other governmental or quasi-governmental body having jurisdiction over such matter, Executive shall not knowingly: (A) both during and after Executive's employment with Company, use, disclose, reverse engineer, divulge, sell, exchange, furnish, give away, or transfer in any way the Trade Secrets or the Confidential Information (regardless of when obtained) for any purpose other than Company's Business, except as authorized in writing by Company; (B) during Executive's employment with Company, use, disclose, reverse engineer, divulge, sell, exchange, furnish, give away, or transfer in any way (1) any confidential information or trade secrets of any former employer or third party, or (2) any works of authorship developed in whole or in part by Executive during any former employment or for any other party, unless authorized in writing by the former employer or third party; or (C) upon Termination of Employment for any reason: (1) retain Trade Secrets or Confidential Information, including any copies existing in any form (including electronic form) which are in Executive's possession or control, or (2) destroy, delete or alter the Trade Secrets or Confidential Information without Company's prior written consent. The obligations under this Agreement shall: (I) with regard to the Trade Secrets, remain in effect as long as the information constitutes a trade secret under applicable law; and (II) with regard to the Confidential Information, remain in effect for so long as such information constitutes Confidential Information as defined in this Agreement.

The confidentiality, property and proprietary rights protections available in this Agreement are in addition to, and not exclusive of, any and all other rights to which Company is entitled under federal and state law, including, but not limited to, rights provided under copyright laws, trade secret and confidential information laws, and laws concerning fiduciary duties.

Notwithstanding anything to the contrary set forth in this Agreement, (i) pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C § 1833(b)(1)), no individual shall be held criminally or civilly liable under federal or state law for the disclosure of a trade secret that: (1) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (ii) Executive shall not be prohibited from (1) exercising Executive's rights under federal, state, or local law (including, but not limited to, Section 7 of the National Labor Relations Act or in acting as or cooperating with a whistleblower), (2) cooperating in a government or administrative investigation, or (3) revealing alleged criminal wrongdoing to law enforcement.

(ii) Non-Solicitation of Customers. During the Restricted Period, Executive shall not, directly or indirectly, solicit any Customer of Company for the purpose of selling or providing any products or services competitive with the Business. The restrictions set forth in this subsection shall apply only to those Customers (a) with whom or which Executive dealt on behalf of the Company, (b) whose dealings with the Company were coordinated or supervised by Executive, or (c) about whom Executive obtained Confidential Information in the ordinary course of business as a result of Executive's association with the Company.

(iii) Non-Solicitation of Prospective Customers. During the Restricted Period, Executive shall not, directly or indirectly, solicit any Prospective Customer of Company for the purpose of selling or providing any products or services competitive with the Business. The restrictions set forth in this subsection apply only to Prospective Customers (a) with whom or which Executive dealt on behalf of the Company, (b) whose dealings with the Company were coordinated or supervised by Executive, or (c) about whom Executive obtained Confidential Information in the ordinary course of business as a result of Executive's association with the Company.

(iv) Non-Recruit of Employees. During the Restricted Period, Executive shall not, directly or indirectly, solicit, recruit or induce any Internap Employee to (i) terminate his or her employment relationship with Company, or (ii) work for any other person or entity engaged in the Business. For the avoidance of doubt, the foregoing restriction shall also include prohibiting Executive from knowingly disclosing to any third party the names, background information, or qualifications of any Internap Employee, or otherwise identifying any Internap Employee as a potential candidate for employment. The restrictions set forth in this subsection shall apply only to Internap Employees (a) with whom Executive had Material Interaction, or (b) that Executive supervised.

(v) Non-Competition. During the Restricted Period, Executive shall not, on Executive's own behalf or on behalf of any person or entity, engage in the Business in the Territory. For purposes of this subsection, the term "engage in the Business" shall include: (a) performing or participating in any activities which are the same as, or substantially similar to, activities which Executive performed or in which Executive participated, in whole or in part, for or on behalf of the Company; (b) performing activities or services about which Executive obtained Confidential Information or Trade Secrets as a result of Executive's association with the Company; and/or (c) interfering with or negatively impacting the business relationship between the Company and a Customer, Prospective Customer, or any other third party about whom Executive obtained Confidential Information or Trade Secrets as a result of Executive's association with the Company.

(vi) Definitions. For purposes of this Section 5.1 only, capitalized terms shall be defined as follows:

(A) "Business" means (1) those activities, products and services that are the same as or similar to the activities conducted and products and services offered and/or provided by Company within two (2) years prior to termination of Executive's employment with Company, and (2) the business of providing information technology ("IT") infrastructure services that enable businesses to securely store, host, access and deliver their online applications and media content through the Internet. Such services include, but are not limited to: (I) Internet connectivity, (II) colocation services, (III) hosting services, (IV) CDN services and (V) "Cloud" computing services.

(B) "Confidential Information" means (1) information of Company, to the extent not considered a Trade Secret under applicable law, that (I) relates to the business of Company, (II) was disclosed to Executive or of which Executive became aware of as a consequence of Executive's relationship with Company, (III) possesses an element of value to, and (IV) is not generally known to Company's competitors, and (2) information of any third party provided to Company which Company is obligated to treat as confidential, including, but not limited to, information provided to Company by its licensors, suppliers or customers. Confidential Information includes, but is not limited to, (a) methods of operations, (b) price lists, (c) financial information and projections, (d) personnel data, (e) future business plans, (f) the composition, description, schematic or design of products, future products or equipment of Company or any third party, (g) advertising or marketing plans, and (h) information regarding independent contractors, employees, clients, licensors, suppliers, Customers, Prospective Customers or any third party, including, but not limited to, the names of Customers and Prospective Customers, Customer and Prospective Customer lists compiled by Company, and Customer and Prospective Customer information compiled by Company. Confidential Information shall not include any information that (x) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Executive, (y) has been independently developed and disclosed by others without violating this Agreement or the legal rights of any party, (z) was already known by the Executive prior to the commencement of his employment by the Company without restriction as to use or disclosure, or (aa) otherwise enters the public domain other than through unlawful means by Executive.

(C) “Customer” means any person or entity to whom Company has sold its products or services.

(D) “Key Executive” means that, by reason of Company’s investment of time, training, money, trust, exposure to the public or exposure to Customers, vendors or other business relationships during the course of Executive’s employment with Company, Executive will gain a high level of notoriety, fame, reputation or public persona as Company’s representative or spokesperson; will gain a high level of influence or credibility with Customers, vendors or other business relationships; or will be intimately involved in the planning for or direction of the business of Company or a defined unit of Company’s business. Such term also means that Executive possesses selective or specialized skills, learning or abilities or Customer contacts or Customer information by reason of having worked for Company.

(E) “Internap Employee” means any person who (I) is employed by Company at the time of Executive’s Termination of Employment, or (II) was employed by Company during the last six (6) months of Executive’s employment with Company.

(F) “Material Interaction” means any interaction with an Internap Employee which relates or related, directly or indirectly, to the performance of Executive’s or the Internap Employee’s duties for Company.

(G) “Professional” means an employee who has as a primary duty the performance of work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction or requiring invention, imagination, originality or talent in a recognized field of artistic or creative endeavor. Such term shall not include employees performing technician work using knowledge acquired through on-the-job and classroom training, rather than by acquiring the knowledge through prolonged academic study, such as might be performed, without limitation, by a mechanic, a manual laborer or a ministerial employee.

(H) “Prospective Customer” means any person or entity to whom Company has solicited to sell its products or services.

(I) “Restricted Period” means the time period during Executive’s employment with Company, and (1) for twelve (12) months following Executive’s termination of employment with the Company if such termination is a Qualifying Termination, or (2) if Executive’s employment is terminated for any reason other than a Qualifying Termination, for nine (9) months following Executive’s termination of employment with the Company.

(J) “Territory” means the continental United States and those other countries in which the Company sells products or services during the Restricted Period.

(K) “Trade Secrets” means information of Company, and its licensors, suppliers, clients and customers, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, a list of actual customers, clients, licensors or suppliers, or a list of potential customers, clients, licensors or suppliers which is not commonly known by or available to the public and which information (I) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (II) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

5.2 Enforcement. Upon Executive’s employment with an entity that is not an Affiliate of Company (a “Successor Employer”) during the period that the provisions of this ARTICLE V remain in effect, Executive will provide such Successor Employer with a copy of this Agreement and will notify Company of such employment within thirty (30) days thereof. Upon the material, uncured, violation of any of the provisions of this ARTICLE V the payment of all severance benefits will cease, as applicable. Such relief will apply regardless of when such violation is discovered. Without by implication limiting the generality of the foregoing, Company may suspend any payments due under this Agreement pending the outcome of litigation regarding a breach of any provision of this Agreement or regarding a dispute arising from the subject matter of this Agreement.

5.3 Independent Covenants. Each of the covenants set forth in this ARTICLE V shall be construed as an agreement independent of (a) each of the other covenants set forth in this ARTICLE V, (b) any other agreements, or (c) any other provision in this Agreement, and the existence of any claim or cause of action by Executive against Company, whether predicated on this Agreement or otherwise, regardless of who was at fault and regardless of any claims that either Executive or Company may have against the other, shall not constitute a defense to the enforcement by Company of any of the covenants set forth in this ARTICLE V. Company shall not be barred from enforcing any of the covenants set forth in this ARTICLE V by reason of any breach of any other part of this Agreement or any other agreement with Executive.

5.4 Right of Offset. If Executive is at any time indebted to Company, or otherwise obligated to pay money to Company for any reason, Company, at its election, may offset amounts otherwise payable to Executive under this Agreement against any such indebtedness or amounts due from Executive to Company, to the extent permitted by law, except that no offset may be applied to any deferred compensation that is not exempt from Section 409A of the Code.

5.5 Non-Disparagement.

(a) During Executive's employment and following the termination of Executive's employment with the Company for any reason, Executive shall not make any disparaging or defamatory statements, whether written or oral, regarding the Company, or any of its current or former officers, directors, shareholders, or employees. Neither the Company nor any director or executive officer of the Company shall at any time knowingly make any disparaging or defamatory statements, whether written or oral, regarding the Executive.

(b) Nothing contained in this Agreement limits Executive's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission ("SEC"), or any other federal, state or local governmental agency or commission (together, the "Government Agencies"). This Agreement does not limit either party's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the other party; provided, however, that Executive may not disclose Company information that is protected by the attorney-client privilege, except as expressly authorized by law.

(c) Nothing in Section 5.5(a) shall be construed to prohibit Executive, the Company or any other individual from taking good faith actions to enforce this Agreement or providing truthful testimony or information as may be required by law, rule, regulation, or legal process or as requested by any legal or regulatory authority, or from complying with any whistleblower law.

ARTICLE VI
DISPUTE RESOLUTION

6.1 Venue and Jurisdiction. Executive and Company agree that any and all claims arising out of or relating to this Agreement shall be (a) brought in a state court in the Commonwealth of Virginia, or (b) brought in or removed to the United States District Court for the Eastern District of Virginia. Executive and the Company consent to the personal jurisdiction of the courts identified above. Executive and the Company waive (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or venue, in any action brought in such courts.

6.2 Entitlement to Injunctive Relief. If Executive breaches any of the restrictions set forth in ARTICLE V, Executive agrees that: (a) Company would suffer irreparable harm; (b) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by Company; and (c) if Company seeks injunctive relief to enforce this Agreement, Executive shall waive and shall not (i) assert any defense that Company has an adequate remedy at law with respect to the breach, (ii) require that Company submit proof of the economic value of any Trade Secret or Confidential Information, or (iii) require Company to post a bond or any other security. Nothing contained in this Agreement shall limit Company's right to any other remedies at law or in equity.

6.3 Fees and Expenses.

(a) Except as provided in Section 6.3(b) below, if Company or Executive sues in court against the other for a breach of any provision of this Agreement or regarding any dispute arising from the subject matter of this Agreement, the prevailing party will be entitled to recover its attorneys' fees, and court costs, regardless of which party initiated the proceedings. If there is no prevailing party, Company and Executive will each bear their own costs and attorneys' fees incurred.

(b) If, subsequent to a Change of Control, (i) Company or Executive sues in court, or (ii) Company contests the validity, enforceability or the Executive's interpretation of, or determinations under, this Agreement, Company will pay all legal fees, expenses and damages which the Executive may incur as a result of the Executive's instituting legal action to enforce the rights hereunder. If the Executive is the prevailing party or recovers any damages in such action, the Executive will be entitled to receive in addition thereto pre-judgment and post-judgment interest on the amount of such damages.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Executive Acknowledgement. Executive is entering into this Agreement of Executive's own free will. Executive acknowledges that Executive has had adequate opportunity to review this Agreement and consult with counsel of Executive's own choosing. Executive represents that Executive has read and understands this Agreement, Executive is fully aware of this Agreement's legal effect and has not acted in reliance upon any statements made by Company other than those set forth in writing in the Agreement.

7.2 Cooperation. Following termination of Executive's employment for any reason, Executive shall reasonably cooperate with Company (including its employees, officers, directors, attorneys and representatives) and furnish complete and truthful information, testimony or affidavits in connection with any matters, including, but not limited to, any litigation, investigation or other dispute, about which Executive has knowledge or information. If Executive has any contact with any party adverse to Company in any investigation, lawsuit or dispute, Executive agrees, if legally permitted to do so, to promptly notify the Company's General Counsel first by telephone and as soon as possible thereafter in writing, provided that the foregoing shall not apply to any contact with a potential "whistleblower" or if Executive is a "whistleblower."

7.3 Successors and Assigns. The rights and obligations of Company under this Agreement will inure to the benefit of and will be binding upon the successors and assigns of Company. Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, sale of assets or otherwise) to all or substantially all of the business and/or assets of Company, by a written agreement in form and substance reasonably satisfactory to Executive, to assume expressly and agree to perform this Agreement in the same manner and to the same extent that Company would be required to perform it if no such succession had taken place. This Agreement is personal to Executive and without the prior written consent of Company is not assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement will inure to the benefit of and be enforceable by Executive's personal and legal representatives, executors, administrators, heirs, distributees, devisees and legatees.

7.4 Amendment. This Agreement will not be modified, changed or in any way amended except by an instrument in writing signed by Company and the Executive.

7.5 Severability. The provisions of this Agreement are severable. If any provision of this Agreement is determined to be unenforceable, in whole or in part, then such provision shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision cannot be modified to be enforceable, the provision shall be severed from this Agreement to the extent unenforceable. The remaining provisions and any partially enforceable provisions shall remain in full force and effect.

7.6 Integration. The provisions of this Agreement, the Indemnity Agreement attached hereto as Exhibit C, the Employment Covenants Agreement attached as Exhibit D, the Restricted Stock Inducement Award Agreement, and the Notice of Grant of Restricted Stock, and any other exhibits hereto constitute the entire and complete understanding and agreement between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous oral and written agreements, representations and understandings of the parties, including without limitation Company's severance policy, any change of control agreement and employment agreement (including any offer letter) between Executive and Company, which are hereby terminated with respect to Executive.

7.7 Choice of Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS OF VIRGINIA OR ANY OTHER JURISDICTION, AND, WHERE APPLICABLE, THE LAWS OF THE UNITED STATES.

7.8 Survival. The provisions of ARTICLE III, ARTICLE IV, ARTICLE V, ARTICLE VI, ARTICLE VII and ARTICLE VIII will survive the termination of this Agreement. The existence of any claim or cause of action of Executive against the Company, whether predicated on this Agreement or otherwise, will not constitute a defense to the enforcement by the Company of the covenants of the Executive contained in this Agreement, including but not limited to those contained in ARTICLE IV.

7.9 No Waiver. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by the other party will be deemed a waiver of similar or dissimilar provisions or conditions at any time.

7.10 Notice. For all purposes of this Agreement, all communications required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or two business days after having been sent by a nationally recognized overnight courier service, addressed to Company at its principal executive office, to Company's General Counsel, and to Executive at the Executive's principal residence, or to such other address as any party may have furnished to the other in writing, except that notices of change of address will be effective only upon receipt.

7.11 Counterparts. This Agreement shall be executed by Company and Executive in one or more counterparts which, taken together, shall constitute one original.

7.12 Construction. This Agreement is deemed to be drafted equally by both Executive and Company and will be construed as a whole and according to its fair meaning. Any presumption or principle that the language of this Agreement is to be construed against any party will not apply. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections, subsections or clauses are to those parts of this Agreement, unless the context clearly indicates to the contrary.

7.13 No Mitigation. In no event will Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts will not be reduced whether or not the Executive obtains other employment.

7.14 Withholding. Company may deduct and withhold from any amounts payable under this Agreement such Federal, state, local, foreign or other taxes as are required to be withheld pursuant to any applicable law or regulation.

ARTICLE VIII DEFINITIONS

8.1 "Affiliate" means a corporation that is a member of a controlled group of corporations (as defined in section 414(b) of the Code) that includes Company, any trade or business (whether or not incorporated) that is in common control (as defined in section 414(c) of the Code) with Company, or any entity that is a member of the same affiliated service group (as defined in section 414(m) of the Code) as Company.

8.2 "Board" means the board of directors of the Company.

8.3 "Cause" means: the occurrence of any of the following: (i) the willful and continued failure by the Executive to substantially perform his material duties to the Company (other than due to Executive's Disability or any such actual or anticipated failure after Executive's issuance of a Notice of Termination (as defined below) for Good Reason) after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that Executive has not substantially performed his duties (ii) Executive's willful and continued failure to substantially follow and comply with such specific and lawful directives of the Board that are not inconsistent with Executive's position as President and CFO of the Company (other than any such failure resulting from Executive's incapacity due to physical or mental illness or any such actual or anticipated failure after Executive's issuance of a Notice of Termination for Good Reason) after a written demand for substantial performance is delivered to Executive by the Board, which demand specifically identifies the manner in which the Board believes that Executive has not substantially performed his duties), (iii) the Executive has been convicted of or pleaded nolo contendere to a felony involving moral turpitude, or (iv) the Executive has engaged in fraud against the Company or misappropriated Company property or the property of the Company's Affiliates (other than incidental property) resulting in a material economic or financial injury to the Company or any Affiliate.

8.4 “Change of Control” means any of the following occurrences which is also a change in the ownership or effective ownership of the Company or of a substantial portion of its assets within the meaning of Treas. Reg. §1.409A-3(i)(5):

(a) An acquisition, or a series of acquisitions within a 12 month period, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “1934 Act”) (an “Entity”) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of 30% or more of either (i) the then outstanding shares of the Company’s Stock (the “Outstanding Stock”) or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the “Outstanding Voting Securities”); excluding, however, the following: (A) any acquisition directly from the Company, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from the Company, (B) any acquisition by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (D) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (d) of this Section;

(b) Any Entity becomes the beneficial owner, as defined in Rule 13d-3 under the Exchange Act, directly or indirectly, of more than 50% of either (i) the Outstanding Stock or (ii) the Outstanding Voting Securities; excluding, however, the following: (A) any acquisition directly from the Company, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from the Company, (B) any acquisition by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (D) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (d) of this Section;

(c) A change in the composition of the Board such that the individuals who, as of the Effective Date, constitute the Board (such Board shall be hereinafter referred to as the “Incumbent Board”), cease for any reason to constitute at least a majority of the Board; provided, however, that for purposes of this definition, any individual who becomes a member of the Board subsequent to the Effective Date whose election, or nomination for election, by the Company’s stockholders was approved by a vote of at least a majority of those individuals who are members of the Board and who were also members of the Incumbent Board (or deemed to be such pursuant to this proviso), shall be considered as though such individual were a member of the Incumbent Board; and provided, further however, that any such individual whose initial assumption of office occurs as a result of or in connection with either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the 1934 Act) or other actual or threatened solicitation of proxies or consents by or on behalf of an Entity other than the Board shall not be so considered as a member of the Incumbent Board;

(d) The consummation of a merger, reorganization or consolidation or sale or other disposition of all or substantially all of the assets of the Company (each, a “Corporate Transaction”); excluding however, such a Corporate Transaction pursuant to which (i) all or substantially all of the individuals and entities who are the beneficial owners, respectively, of the Outstanding Stock and Outstanding Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than 60% of, respectively, the outstanding shares of common stock, and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, a Parent (“Parent” means any corporation which is a parent corporation (within the meaning of Section 424(e) of the Code) of the Company)) in substantially the same proportions as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Stock and Outstanding Voting Securities, as the case may be, (ii) no Entity (other than the Company, any employee benefit plan (or related trust) of the Company, such corporation resulting from such Corporate Transaction or, if reference was made to equity ownership of any Parent for purposes of determining whether clause (i) above is satisfied in connection with the applicable Corporate Transaction, such Parent) will beneficially own, directly or indirectly, 50% or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the outstanding voting securities of such corporation entitled to vote generally in the election of directors unless such ownership resulted solely from ownership of securities of the Company prior to the Corporate Transaction, and (iii) individuals who were members of the Incumbent Board will immediately after the consummation of the Corporate Transaction constitute at least a majority of the members of the board of directors of the corporation resulting from such Corporate Transaction (or, if reference was made to equity ownership of any Parent for purposes of determining whether clause (i) above is satisfied in connection with the applicable Corporate Transaction, of the Parent); or

(e) The approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

8.5 “COBRA Payment Period” means twelve (12) months.

8.6 “Code” means the Internal Revenue Code of 1986, as amended.

8.7 “Disability” means, in Company’s sole discretion, Executive becomes mentally or physically impaired or disabled such that Executive is unable to perform Executive’s duties and responsibilities hereunder for a period of at least one hundred twenty (120) days in the aggregate during any one hundred fifty (150) consecutive day period.

8.8 “Equity Agreement” means any equity plan, agreement or arrangement maintained or sponsored by Company in which Executive is a participant.

8.9 “Good Reason” shall mean the Termination of Employment by Executive for any of the following reasons:

(i) a material reduction in the Executive’s Base Salary or Target Bonus Amount as in effect on the date hereof, or as the same may be increased from time to time, during the Employment Period;

(ii) a material change in the geographic location at which Executive must perform services for the Company,

(iii) a material reduction in Executive’s, responsibilities or duties during the Employment Period;

(iv) an adverse change to Executive’s title as President and CFO;

(v) any change in reporting such that Executive does not report directly to the Chief Executive Officer; or

- (vi) a material breach of this Agreement by the Company;

provided, in each case, that the Executive has not consented to or waived in writing compliance with, as applicable, any of the foregoing. Notwithstanding the foregoing, the Executive's resignation shall not be considered a Qualifying Termination unless the Executive provides the Company with at least thirty (30) days' prior written notice of his intent to resign for one of the reasons enumerated above within ninety (90) days of the existence of such reason, and the Company does not remedy the alleged violation(s) within such thirty (30) day period.

8.10 "401(k) Savings Plan" means the Internap 401(k) Savings Plan or any other qualified retirement plan with a cash or deferred arrangement that is maintained or sponsored by Company or any Affiliate in which Executive is a participant.

8.11 "Notice of Termination" means a notice that shall indicate the specific termination provision in this Agreement (if any) relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated. Any purported termination of Executive's employment by the Company or by Executive (other than termination due to Executive's death, which shall terminate Executive's employment automatically) shall be communicated by a written Notice of Termination to the other party hereto in accordance with Section 7.10.

8.12 "Protection Period" means the period beginning on the date that is one hundred twenty (120) days prior to the occurrence of a Change of Control, provided that the Change of Control involves a strategic or financial buyer who had been in communication and/or negotiations with the Company prior to the termination of Executive's employment, and ending twenty-four (24) months following the occurrence of a Change of Control.

8.13 "Qualifying Termination" means

(a) In the case of any Termination of Employment other than during a Protection Period, "Qualifying Termination" shall mean:

- (i) the Termination of Employment by Company for any reason other than Cause, Disability or death;
- (ii) the Termination of Employment by Executive for Good Reason; or
- (iii) the election by the Company not to renew the Employment Period.

(b) In the case of any Termination of Employment during a Protection Period, "Qualifying Termination" shall mean:

- (i) the Termination of Employment by Company for any reason other than Cause, Disability or death;
- (ii) the Termination of Employment by Executive for Good Reason; or
- (iii) the election by the Company not to renew the Employment Period.

(c) Notwithstanding anything to the contrary contained herein, any amounts or benefits payable upon a Qualifying Termination that would constitute non-exempt “deferred compensation” for purposes of Section 409A of the Code and applicable regulations will not be payable or distributable to Executive by reason of such circumstance unless the circumstances giving rise to such Qualifying Termination meet any description or definition of “separation from service” in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definition). If this provision prevents the payment or distribution of any amount or benefit, such payment or distribution shall be made on the date, if any, on which an event occurs that constitutes a Section 409A-compliant “separation from service.”

(d) In the event that Executive is employed by a subsidiary of Company and not Company, for purposes of the term “Qualifying Termination,” “Company” will include such subsidiary.

8.14 “Severance Pay” (a) in the event that Section 3.1 is applicable, means cash severance payments in an amount equal to the Executive’s Base Salary as of Termination of Employment, plus Executive’s annual Target Bonus Amount under the Company’s STIP, or other applicable short term bonus plan in effect as of Executive’s Termination of Employment, or (b) in the event that Section 3.2 is applicable, means cash severance payments in an amount equal to one and one half (1.5) times the sum in the preceding clause (a).

8.15 “Termination of Employment” means the date on which Executive ceases to perform duties for Company and its Affiliates. If Executive ceases to perform duties for Company or an Affiliate, but continues to perform services for another Affiliate (including Company), then Executive will not be considered to have had a “Termination of Employment” even if the two entities are no longer related through stock ownership.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

INTERNAP CORPORATION

EXECUTIVE

By: /s/ Peter D. Aquino
Name: Peter D. Aquino
Title: Chief Executive Officer

/s/ Michael T. Sicoli
Michael T. Sicoli

**INTERNAP CORPORATION
RESTRICTED STOCK INDUCEMENT AWARD AGREEMENT**

1 . **Award of Restricted Stock.** Effective with your commencement of employment on October 1, 2019, Internap Corporation (the “Company”) hereby awards to the employee or director (“Recipient”) named in the Notice of Grant of Restricted Stock (“Notice”), a grant of Restricted Stock (“Stock”) for the total number of shares set forth on the Notice (the “Award”), subject to the terms, definitions and provisions of the Internap Corporation 2017 Stock Incentive Plan, as amended from time to time (the “Plan”), which is incorporated herein by reference, and the terms of this Restricted Stock Inducement Award Agreement (the “Agreement”), *although this Award is issued as an inducement award pursuant to NASDAQ Listing Rule 5635(c)(4), is not issued under the Plan and the shares of Stock issued pursuant to this Award shall not be considered as issued under the Plan.* Unless otherwise defined herein, terms not defined in this Agreement shall have the meanings ascribed to them in the Plan. In the event of a conflict between the terms and conditions of the Plan and those of this Agreement, the terms and conditions of this Agreement shall prevail.

2. **Terms of Award.**

2 . 1 **Lapsing of Restrictions.** Subject to the limitations contained herein, the restrictions on the Award shall lapse, and the Award shall vest, as provided in the Notice, provided that vesting shall cease upon the termination of Recipient’s status as an Eligible Employee or a Director, except to the extent expressly provided in the Notice. The period during which the Stock is subject to restrictions imposed by the Plan and this Agreement shall be known as the “**Restricted Period.**”

2 . 2 **Forfeiture.** Simultaneously with termination of Recipient’s status as an Eligible Employee or a Director, Recipient shall automatically forfeit any remaining unvested shares of Stock, except to the extent expressly provided in the Notice.

2.3 **Number of Shares of Stock.** The number of shares of Stock subject to the Award may be adjusted from time-to-time as provided in Section 11 of the Plan.

2 . 3 **Restrictive Legends.** The shares issued under the Award shall be endorsed with appropriate legends determined by the Company.

3. [Reserved]

4 . **Reacquisition of Unvested Shares.** The Company shall automatically reacquire (“**Reacquisition Right**”) all or any part of the shares of Stock received pursuant to Recipient’s Award that have not as yet vested in accordance with the vesting schedule on the Notice (“**Unvested Shares**”) on the following terms and conditions:

4 . 1 **Escrow of Shares.** The Company will hold each share of Stock issued under the Award in escrow on Recipient’s behalf until such time as the share of Stock vests, at which time such share of Stock shall be released to the Recipient’s account.

4 . 2 **Termination of Status.** Except to the extent expressly provided in the Notice, the Company shall, simultaneously with termination of Recipient’s status as an Eligible Employee or a Director, automatically reacquire for no consideration all of the Unvested Shares, and Recipient shall automatically forfeit the Unvested Shares to the Company and relinquish any rights in the Unvested Shares to the Company.

4.3 **Adjustment of Shares.** If, from time-to-time, there is any stock dividend, stock split or other change in the character or amount of any of the outstanding Stock of the Company the Stock of which is subject to the provisions of the Award, then in such event any and all new, substituted or additional securities to which Recipient is entitled by reason of ownership of the shares acquired under the Award will be immediately subject to the Reacquisition Right with the same force and effect as the shares subject to this Reacquisition Right immediately before such event.

5. **Rights as a Stockholder.** During the Restricted Period, Recipient shall have all voting, dividend, liquidation and other rights with respect to the Stock held of record by Recipient as if Recipient held unrestricted Stock; *provided, however*, that the Unvested Shares shall be subject to any restrictions on transferability or risks of forfeiture imposed pursuant to the Plan, the Notice or this Agreement. Any noncash dividends or distributions paid with respect to Unvested Shares shall be subject to the same restrictions as those relating to the Stock awarded under this Agreement. After the restrictions applicable to the Stock lapse, Recipient shall have all stockholder rights, including the right to transfer the shares, subject to such conditions as the Company may reasonably specify to ensure compliance with federal and state securities laws.

6. **No Obligation to Employ.** Nothing in this Agreement or the Plan shall confer on Recipient any right to continue in the employ of, or other relationship with, the Company, or limit in any way the right of the Company to terminate Recipient's employment or other relationship at any time, with or without cause. By accepting this Award, Participant acknowledges and agrees that Participant's acceptance of this Award is voluntary.

7. **Withholding.** The Company shall be entitled to (a) withhold and deduct from Recipient's future wages (or from other amounts that may be due and owing to Recipient from the Company), or make other arrangement for the collection of, all legally required amounts necessary to satisfy any and all federal, state and local withholding and employment-related tax requirements attributable to the Stock awarded under this Agreement, including, without limitation, the award or vesting of, or payments of dividends with respect to, the Stock. Recipient may promptly remit the amount of such withholding to the Company or direct the Company to satisfy Recipient's withholding requirements by withholding common stock to be received or by the delivery by Recipient to the Company of common stock of the Company. Unless the tax withholding obligations of the Company are satisfied, the Company shall have no obligation to issue a certificate for such shares or release such shares from any escrow provided for herein.

8. **Transferability.** Until the restrictions lapse as set forth herein, the Stock granted under this Agreement may not be transferred in any manner otherwise than by will or by the laws of descent and distribution. All rights with respect to the Stock are exercisable during Recipient's lifetime only by Recipient.

9. **Interpretation.** Any dispute regarding the interpretation of this Agreement shall be submitted by Recipient or the Company to the Compensation Committee for review. The resolution of such a dispute by the Compensation Committee shall be final and binding on the Company and Recipient.

10. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Delaware without regard to its principles of conflict of laws.

11. **Entire Agreement.** The Plan and the Notice are hereby incorporated by reference and made a part hereof. This Agreement, the Plan and the Notice constitute the entire agreement of the parties and supersede all prior undertakings and agreements with respect to the subject matter hereof.

12. **Successors and Assigns.** The Company may assign any of its rights under this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon Recipient and Recipient's heirs, executors, administrators, legal representatives, successors and assigns.

13. **Amendments**. This Agreement may be amended or modified at any time only by an instrument in writing signed by each of the parties hereto.

14. **Acceptance**. By executing the Notice, Recipient acknowledges receipt of a copy of the Plan and the Notice and this Agreement and that Recipient has read and understands the terms and provisions hereof and thereof, that the Recipient accepts the Award subject to all the terms, definitions, provisions and conditions of the Plan the Notice and this Agreement, and that the Recipient understands and acknowledges that, notwithstanding the foregoing, the Award is *not* being issued under the Plan. Recipient acknowledges that there may be adverse tax consequences upon acceptance of the Award and that Recipient should consult a tax advisor prior to such exercise or disposition.

IN WITNESS WHEREOF, this Agreement is made this 26th day of August 2019, and is effective for all purposes as the commencement of Recipient's employment with the Company on October 1, 2019.

INTERNAP CORPORATION

By: /s/ Peter D. Aquino

Name: Peter D. Aquino

Title: Chief Executive Officer

/s/ Michael T. Sicoli

Michael T. Sicoli

Notice of Grant of Restricted Stock

Internap Corporation
Employer ID: XXXXX
12120 Sunset Hills Road, Suite 330
Reston, VA 20190

Participant: Michael T. Sicoli [Address]	Employee ID: [INSERT]
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You have been granted an Award of Internap Corporation (the “**Corporation**”) restricted Common Stock (the “**Award**”) as follows. The Award is granted as an inducement award pursuant to NASDAQ Listing Rule 5635(c)(4):

Type of Award:	Restricted Stock
Grant No.:	[INSERT]
Date of Award:	October 1, 2019
Total Number of Shares Awarded:	150,000

Vesting Dates and Restrictions	Shares Vesting
Hybrid Award:	
First Anniversary of the Date of Award, provided that the Performance Goal has been attained <i>and</i> You have remained in the employment of the Corporation through such date.	25,000
Second Anniversary of the Date of Award, provided that the Performance Goal has been attained <i>and</i> You have remained in the employment of the Corporation through such date.	25,000
Third Anniversary of the Date of Award, provided that the Performance Goal has been attained <i>and</i> You have remained in the employment of the Corporation through such date.	25,000
Time Based Award:	
First Anniversary of the Date of Award, <i>if</i> You have remained in the employment of the Corporation through such date.	25,000
Second Anniversary of the Date of Award, <i>if</i> You have remained in the employment of the Corporation through such date.	25,000
Third Anniversary of the Date of Award, <i>if</i> You have remained in the employment of the Corporation through such date.	25,000

Performance Goal: The Performance Goal is the Corporation (on a consolidated basis) achieving earnings before interest, taxes, depreciation and amortization (EBITDA) less capital expenditures (CapEx) for the 2019 calendar year, measured as of December 31, 2019, of \$68 million or more. Whether the Performance Goal is achieved shall be determined by the Corporation’s Compensation Committee in its sole discretion.

Forfeiture of Award Shares: If the Performance Goal is not achieved, the Hybrid Award shares shall be forfeited as of December 31, 2019. Any shares of the Hybrid Award and the Time Based Award that are restricted as of your date of termination shall be immediately forfeited as of such date, subject to the “Acceleration” provisions set forth below.

COC Acceleration: In the event you have remained employed through the date of a Change of Control, all restrictions on unvested shares of the Time Based Award, and all restrictions on unvested shares of the Hybrid Award shall immediately lapse for all such shares, and all such shares shall immediately vest, unless the Compensation Committee has previously determined that the Performance Goal was not achieved, in which case the shares of the Hybrid Award shall be forfeited. If you are entitled to benefits in accordance with this paragraph, the Corporation may, in its sole and absolute discretion, in lieu of lapsing the restrictions on shares of this Award as described in the preceding sentence, pay you an amount equal to the number of shares whose restrictions were to lapse in accordance with the preceding sentence multiplied by the fair market value of such shares at the time of the Change of Control.

Non-COC Acceleration: If you incur a Qualifying Termination, then as of such Qualifying Termination, all restrictions on unvested shares of the Time-Based Award, and to the extent the Performance Goal has been achieved, all restrictions on unvested shares of the Hybrid Award, in each case, shall immediately lapse for all such shares, and all such shares shall immediately vest.

Non-Renewal Acceleration: A termination of your employment because the Corporation elects not to renew the Employment Period shall be treated as a Qualifying Termination, and in the event of such election not to renew, all restrictions on unvested shares of the Time Based Award and to the extent the Performance Goal has been achieved, all restrictions on unvested shares of the Hybrid Award shall immediately lapse for all such shares, and all such shares shall vest.

Termination Upon Death Acceleration: In the event your employment terminates because of your death, (i) the restrictions on the unvested shares of the Time Based Award, and to the extent the Performance Goal has been achieved, the restrictions on the unvested shares of the Hybrid Award, in each case, shall lapse and such unrestricted shares shall immediately vest on a pro rata basis, calculated by multiplying 75,000 (or 150,000 if the Performance Goal has already been achieved) by a fraction, the numerator of which is the number of days that you were employed by the Corporation, and the denominator of which is 1095, rounded to the nearest whole number, and then reduced by the number of shares of the Time Based Award that have already vested.

For all purposes of this Notice, the terms “Change of Control,” “Employment Period,” and “Qualifying Termination” shall be as defined in your Employment Agreement dated August 26, 2019 (the “**Employment Agreement**”).

This Award is intended to be an inducement material to your entering into employment with the Corporation under NASDAQ Marketplace Rules.

By your acceptance of this Award through the E*Trade website, You agree that this Award is subject to all the terms, definitions and conditions of the Internap Corporation 2017 Stock Incentive Plan (as amended from time to time) (the “**Plan**”), and by the terms and conditions of the Restricted Stock Inducement Award Agreement. *However, you also agree that this Award has **not** been granted under the Plan and any shares of the Corporation’s Common Stock issued to you pursuant to this Award shall not be considered to be granted under the Plan*

INDEMNITY AGREEMENT

This **INDEMNITY AGREEMENT** (this “**Agreement**”), is made this 26th day of August 2019, and is effective for all purposes as of October 1, 2019 (the “**Effective Date**”), by and between INTERNAP CORPORATION, a Delaware corporation (the “**Company**”), and Michael T. Sicoli, an individual resident of the District of Columbia (“**Indemnitee**”).

WHEREAS, it is essential to the Company that it attract and retain as directors and officers the most capable persons available;

WHEREAS, the Company is aware that, to induce highly competent persons to serve the Company as directors, officers or in other capacities, the Company must provide such persons with adequate protection through directors and officers liability insurance, advancement of expenses and indemnification against risks of claims and actions against them, and against damage to their professional and/or personal reputations resulting from allegations, claims, actions and investigations arising out of or relating to their service to and activities on behalf of the Company;

WHEREAS, the Company’s Board of Directors has determined that it is in the best interests of the Company and its stockholders that the Company act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, this Agreement is a supplement to and in furtherance of the provisions of the Company’s Certificate of Incorporation (the “**Certificate**”) and Bylaws (“**Bylaws**”), in each case as amended and in effect on the date hereof, and resolutions adopted pursuant thereto, and this Agreement shall not be deemed to substitute therefor, nor to diminish or abrogate any rights of such persons thereunder;

WHEREAS, it is reasonable, prudent and necessary for the Company to contractually obligate itself to indemnify and advance the expenses of such persons to the fullest extent permitted by applicable law and to guarantee such persons would realize the benefit of any subsequent changes in applicable law relating to indemnification or advancement of expenses so that they will continue to provide services to the Company free from undue concern that they will not be so indemnified, thereby ensuring that the decisions of such persons for or on behalf of the Company will be independent, objective and in the best interests of the Company’s stockholders;

WHEREAS, it is reasonable, prudent and necessary for the Company to provide such persons with the specific contractual assurance that the exculpation from personal liability for directors, the right to directors and officers liability insurance and the rights to indemnification and advancement of expenses provided to them remain available regardless of, among other things, any amendment to or revocation of the indemnification or advancement of expenses provisions in the Certificate or the Bylaws or any change in composition or philosophy of the Company’s Board of Directors such as might occur following an acquisition or Change of Control (defined below) of the Company; and

WHEREAS, Indemnitee is willing to serve, continue to serve, and to take on additional service for or on behalf of the Company on the condition that he or she be so indemnified.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Indemnitee do hereby agree as follows:

1. **Definitions.** For purposes of this Agreement and if not otherwise defined herein, the following terms shall have the meanings set forth below:

(a) “**Board**” shall mean the Board of Directors of the Company.

(b) **“Change of Control”** shall mean any of the following occurrences:

(i) Any “person,” as such term is used in Sections 13(a)(9) and 13(d) of the Securities Exchange Act of 1934 (**“Exchange Act”**), becomes a “beneficial owner,” as such term is used in Rule 13d-3 promulgated under the Exchange Act, of 30% or more of the voting stock of the Company;

(ii) The majority of the Board consists of individuals other than “incumbent” directors, which term means the members of the Board on the date hereof; provided that any person becoming a director subsequent to such date whose election or nomination for election was supported by two-thirds of the directors who then comprised the incumbent directors will be considered to be an incumbent director;

(iii) The Company adopts any plan of liquidation providing for the distribution of all or substantially all of its assets;

(iv) All or substantially all of the assets or business of the Company is disposed of pursuant to a merger, consolidation or other transaction (unless the stockholders of the Company immediately prior to such merger, consolidation or other transaction beneficially own, directly or indirectly, in substantially the same proportion as they owned the voting stock of the Company, all of the voting stock or other ownership interests of the entity or entities, if any, that succeed to the business of the Company); or

(v) The Company combines with another company and is the surviving corporation but, immediately after the combination, the stockholders of the Company immediately prior to the combination hold, directly or indirectly, 50% or less of the voting stock of the combined company (there being excluded from the number of shares held by such stockholders, but not from the voting stock of the combined company, any shares received by affiliates of such other company in exchange for stock of such other company).

For purposes of the Change of Control definition, the “Company” will include any entity that succeeds to all or substantially all, of the business of the Company and “voting stock” will mean securities of any class or classes having general voting power under ordinary circumstances, in the absence of contingencies, to elect the directors of a corporation.

(c) **“DGCL”** shall mean the Delaware General Corporation Laws, as amended from time to time, and any successor law or laws.

(d) **“Disinterested Director”** shall mean a director of the Company who neither is or was a party to the Proceeding in respect of which indemnification is being sought by Indemnitee.

(e) **“Expenses”** shall include all attorneys’ fees, retainers, court costs, transcript costs, accounting and expert fees, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating or being or preparing to be a witness in, or otherwise participating in, any Proceeding, and shall include all such items incurred in enforcing or pursuing any rights under this Agreement.

(f) **“Independent Counsel”** shall mean a law firm or member of a law firm that, as of a particular date, neither is presently representing, nor in the five years preceding such date has been retained to represent, (i) the Company or Indemnitee in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s right to indemnification under this Agreement.

(g) **“Proceeding”** shall mean any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, legislative or investigative (formal or informal) nature, including any appeal therefrom, whether by, in or involving a public official, law enforcement organization, public or government-sponsored board or commission, self-regulatory body, court or an administrative, other governmental or private entity or body, and as to which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any action taken by him or her or any action on his or her or her part, or any inaction on Indemnitee’s part, while acting as director or officer of the Company, or by reason of the fact that he or she is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses can be provided under this Agreement.

2. **Service by Indemnitee.** Indemnitee agrees to serve and/or continue to serve as a director, officer or employee of the Company, as applicable, and/or, at the request of the Company, as a director, officer, agent or fiduciary of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue the employment, directorship or other service of Indemnitee in such position. Nothing in this Agreement shall confer upon Indemnitee the right to continue in the employ of, or as an officer or director of, the Company or affect the right of the Company to terminate Indemnitee’s employment at any time in the sole discretion of the Company, with or without cause, subject to any contractual rights of Indemnitee created or existing under any written employment contract between the Company and Indemnitee. The foregoing notwithstanding, this Agreement shall continue in force after Indemnitee has ceased to serve as director, officer or employee of the Company, as applicable.

3. **Indemnification.** Subject to Section 9, the Company shall hold harmless and indemnify, and advance Expenses to, Indemnitee as provided in this Agreement and to the fullest extent not prohibited by the DGCL or other applicable as the same now exists or may hereafter be amended (but only to the extent any such amendment permits the Company to provide broader indemnification rights than the DGCL permitted the Company to provide prior to such amendment). Without diminishing the scope of the indemnification provided by this Section 3, the rights of indemnification of Indemnitee provided hereunder shall include, but shall not be limited to, those rights hereinafter set forth, except that no indemnification shall be paid to Indemnitee:

(a) on account of any Proceeding in which judgment is rendered against Indemnitee for disgorgement of profits made from the purchase or sale by Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Exchange Act, or similar provisions of any federal, state or local statutory law; *provided, however*, that the Company may advance Expenses in accordance with Section 11 of this Agreement in connection with Indemnitee’s defense of a claim under Section 16(b) of the Exchange Act, which advances shall be repaid to the Company if it is ultimately determined that Indemnitee is not entitled to indemnification of such Expenses.

(b) on account of conduct of Indemnitee which is finally adjudged by a court of competent jurisdiction to have been knowingly fraudulent or to constitute willful misconduct;

(c) in any circumstance where such indemnification is expressly prohibited by applicable law, including if Indemnitee's conduct is determined to have been in bad faith, if Indemnitee fails to reasonably believe that Indemnitee's conduct is in or not opposed to the best interest of the Company or, with respect to a criminal proceeding, if it is determined that Indemnitee knew or reasonably should have known that Indemnitee's conduct was unlawful;

(d) with respect to liability for which payment is actually made to Indemnitee under a valid and collectible insurance policy or under a valid and enforceable indemnity clause or other agreement (other than this Agreement), except in respect of any liability in excess of payment under such insurance, indemnity clause or other agreement;

(e) if a final decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful; or

(f) in connection with any Proceeding initiated by Indemnitee against the Company or any of its direct or indirect subsidiaries or the directors, officers, employees or other indemnitees of the Company or any of its direct or indirect subsidiaries, (i) unless such indemnification is expressly required to be made by law, (ii) unless the Proceeding was authorized by the Board or such other person or persons empowered pursuant to Section 9 to make such determination, (iii) unless such indemnification is provided by the Company, in its sole discretion, pursuant to the powers vested in the Company by applicable law, or (iv) except as provided in Section 12.

4. **Actions or Proceedings Other Than an Action by or in the Right of the Company.** Indemnitee shall be entitled to the indemnification rights provided in this Section 4 if Indemnitee was or is a party or witness or is threatened to be a party or witness to any Proceeding, other than a Proceeding by or in the right of the Company, by reason of the fact that Indemnitee is or was a director, officer, employee, agent or fiduciary of the Company, or any of its direct or indirect subsidiaries, or is or was serving at the request of the Company, or any of its direct or indirect subsidiaries, as a director, officer, employee, agent or fiduciary of any other entity, including, but not limited to, another corporation, partnership, limited liability company, employee benefit plan, joint venture, trust or other enterprise, or by reason of any act or omission by him or her in such capacity. Pursuant to this Section 4, Indemnitee shall be indemnified against all Expenses, judgments, penalties (including excise and similar taxes), fines and amounts paid in settlement which were actually and reasonably incurred by Indemnitee in connection with such Proceeding (including, but not limited to, the investigation, defense or appeal thereof), if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful.

5. **Actions by or in the Right of the Company.** Indemnitee shall be entitled to the indemnification rights provided in this Section 5 if Indemnitee was or is a party or witness or is threatened to be made a party or witness to any Proceeding brought by or in the right of the Company to procure a judgment in its favor by reason of the fact that Indemnitee is or was a director, officer, employee, agent or fiduciary of the Company, or any of its direct or indirect subsidiaries, or is or was serving at the request of the Company, or any of its direct or indirect subsidiaries, as a director, officer, employee, agent or fiduciary of another entity, including, but not limited to, another corporation, partnership, limited liability company, employee benefit plan, joint venture, trust or other enterprise, or by reason of any act or omission by him or her in any such capacity. Pursuant to this Section 5, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by him or her in connection with the defense or settlement of such Proceeding (including, but not limited to the investigation, defense or appeal thereof), if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; *provided, however*, that no such indemnification shall be made in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged to be liable to the Company, unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to be indemnified for such Expenses actually and reasonably incurred by him or her which such court shall deem proper.

6. **Good Faith Definition.** For purposes of this Agreement, Indemnitee shall be deemed to have acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, or, with respect to any criminal Proceeding, to have had no reasonable cause to believe Indemnitee's conduct was unlawful, if such action was based on any of the following: (a) the records or books of the account of the Company or other enterprise, including financial statements; (b) information, opinions, reports or statements supplied to Indemnitee by the officers or employees of the Company or other enterprise in the course of his or her duties; (c) the advice of legal counsel for the Company or other enterprise; or (d) information or records given in reports made to the Company or other enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company or other enterprise. The provisions of this Section 6 shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

7. **Indemnification for Expenses of a Witness or a Successful Party.** Notwithstanding the other provisions of this Agreement, to the extent that Indemnitee has (i) served on behalf of or at the request of the Company, or any of its direct or indirect subsidiaries, as a witness or other participant in any class action or Proceeding, or (ii) has been successful, on the merits or otherwise, in defense of any Proceeding referred to in Sections 4 and 5, or in defense of any claim, issue or matter therein, including, but not limited to, the dismissal of any action without prejudice or the settlement of a Proceeding without an admission of liability, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee in connection therewith without any determination pursuant to Section 9.

8. **Partial Indemnification.** If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with the investigation, defense, appeal or settlement of such Proceeding described in Section 4 and 5 hereof, but is not entitled to indemnification for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee to which Indemnitee is entitled.

9. **Procedure for Determination of Entitlement to Indemnification.**

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Secretary of the Company a written request, including documentation and information which is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification.

(b) Upon written request by Indemnitee for indemnification pursuant to Section 4, 5, 7 and 8 hereof, the entitlement of Indemnitee to indemnification pursuant to the terms of this Agreement shall be determined by the following person or persons, who shall be empowered to make such determination: (i) if a Change of Control shall have occurred, by Independent Counsel (unless Indemnitee shall request in writing that such determination be made by the Board (or a committee thereof) in the manner provided for in clause (ii) of this Section 9(b)) in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (ii) if a Change of Control shall not have occurred, (A)(1) by the Board of the Company, by a majority vote of Disinterested Directors even though less than a quorum, or (2) by a committee of Disinterested Directors designated by majority vote of Disinterested Directors, even though less than a quorum, or (B) if there are no such Disinterested Directors or, even if there are such Disinterested Directors, if the Board, by the majority vote of Disinterested Directors, so directs, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee. Such Independent Counsel shall be selected by the Board and approved by Indemnitee. Upon failure of the Board to so select, or upon failure of Indemnitee to so approve, such Independent Counsel shall be selected by the Chancellor of the State of Delaware or such other person as the Chancellor shall designate to make such selection. Such determination of entitlement to indemnification shall be made not later than 45 days after receipt by the Company of a written request for indemnification. If the person making such determination shall determine that Indemnitee is entitled to indemnification as to part (but not all) of the application for indemnification, such person shall reasonably prorate such part of indemnification among such claims, issues or matters. The Company agrees to be bound by, and not contest, appeal or seek reconsideration of, such opinion of Independent Counsel. If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within 10 days after such determination.

(c) Indemnitee shall reasonably cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request such documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel or members of the Board shall act reasonably and in good faith in making a determination under the Agreement of Indemnitee's entitlement to indemnification. Any Expenses incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

10. **Presumptions and Effect of Certain Proceedings.**

(a) In making a determination with respect to entitlement to indemnification, Indemnitee shall, to the fullest extent not prohibited by law, be presumed to be entitled to indemnification hereunder and the Company shall, to the fullest extent not prohibited by law, have the burden of proof in the making of any determination contrary to such presumption. Neither the failure of the Board (or such other person or persons empowered to make the determination of whether Indemnitee is entitled to indemnification) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor any determination thereby that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) If the Board, or such other person or persons empowered pursuant to Section 9 to make the determination of whether Indemnitee is entitled to indemnification, shall have failed to make a determination as to entitlement to indemnification within 45 days after receipt by the Company of such request, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be absolutely entitled to such indemnification, absent actual fraud in the request for indemnification or a prohibition of indemnification under applicable law; *provided, however*, that such 45-day period may be extended for a reasonable time, not to exceed an additional 30 days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto. The termination of any Proceeding described in Sections 4 and 5 by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself: (i) create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal Proceeding, that Indemnitee has reasonable cause to believe that Indemnitee's conduct was unlawful; or (ii) otherwise adversely affect the rights of Indemnitee to indemnification, except as may be provided herein.

(c) The knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

11. **Advancement of Expenses.**

(a) Subject to applicable law, all reasonable Expenses actually incurred by Indemnitee as a party, witness or other participant in connection with any Proceeding (including a Proceeding by or on behalf of the Company) shall be paid by the Company in advance of the final disposition of such Proceeding, if so requested by Indemnitee, within 30 days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances. Indemnitee may submit such statements from time to time. Indemnitee's entitlement to such Expenses shall include those incurred in connection with any proceeding by Indemnitee seeking an adjudication or award in Arbitration (defined below) pursuant to this Agreement.

(b) Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee in connection therewith; *provided, however*, that following a Change of Control or in the event of a Proceeding brought by or in the name of the Company, the Company agrees that Indemnitee shall be required to submit to the Company only summary statements and invoices, and that in connection with such submissions, Indemnitee shall have the right to withhold or redact any documents or information that are protected by the attorney-client privilege or the attorney work product doctrine.

(c) Indemnitee's submission of statements and requests for payment of Expenses shall include or be accompanied by (i) a written affirmation by Indemnitee of Indemnitee's good faith belief that Indemnitee has met the standard of conduct necessary for indemnification under this Agreement and (ii) an undertaking executed personally or on behalf of Indemnitee to repay such amount if it is ultimately determined that Indemnitee is not entitled to be indemnified against such Expenses by the Company pursuant to this Agreement or otherwise. Each written undertaking to pay amounts advanced must be an unlimited general obligation but need not be secured, shall be interest free and shall be accepted without reference to financial ability to make repayment. The Company shall have no obligation to advance any Expenses pursuant to this Section 11 with respect to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 3(f).

12. **Remedies of Indemnitee.**

(a) In the event that (i) a determination is made pursuant to Section 9 that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 11 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 9(b) within 60 days after receipt by the Company of a request for indemnification, (iv) payment of indemnification is not made pursuant to clause (i) of Section 7 within 10 days after receipt by the Company of a written request therefor, or (v) payment of indemnification is not made within 10 days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Sections 9 and 10, Indemnitee shall be entitled to an adjudication in an appropriate court of his or her entitlement to such indemnification or advancement of Expenses.

(b) As an alternative to subsection (a), Indemnitee may, at Indemnitee's option, seek an award in arbitration administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures then in effect ("**JAMS Rules**") and the provisions of this subsection (b), without regard to the amount in controversy ("**Arbitration**"). In the event there is a conflict between the JAMS Rules and any provision of this Agreement, the terms of this Agreement shall govern. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The following provisions modify the JAMS Rules and govern an arbitration:

(i) The Arbitration shall be conducted by a sole arbitrator selected pursuant to Rule 12 of the JAMS Rules from the then current list of former or retired federal judges on the JAMS roster of arbitrators and mediators ("**Arbitrator**").

(ii) The Hearing (as defined in the JAMS Rules) shall be conducted in Atlanta, Georgia, except that the Arbitrator, in order to hear a third party witness, may conduct such portion of the Hearing at any location.

(iii) The Hearing shall commence within 60 days and the Final Award (pursuant to Rule 19 of the JAMS Rules) shall be rendered within 90 days of the commencement of the Arbitration pursuant to Rule 5 of the JAMS Rules.

(iv) Pursuant to Rule 19(b) of the JAMS Rules, the Arbitrator shall be guided by the law of the State of Delaware in determining the merits of the dispute.

(v) After the commencement of the Arbitration pursuant to Rule 5 of the JAMS Rules, no party to the Arbitration may seek any interim or provisional relief in any court or collateral proceeding regarding any issue or claim that is the subject of the Arbitration.

(vi) The Company shall pay the fees for the Arbitration pursuant to Rule 26 of the JAMS Rules ("**Arbitration Fees**"), and is solely responsible for the Arbitrator compensation, if Indemnitee prevails in the Arbitration. In the event the Company fails to pay the Arbitration Fees within seven days of the commencement of the Arbitration, and/or in the event the Company fails to promptly pay the Arbitrator compensation, Indemnitee may pay such amounts and such amounts shall be awarded to Indemnitee in the Final Award. In the event the Company is the prevailing party in the Arbitration, Indemnitee shall reimburse the Company for Indemnitee's pro rata share of the Arbitrator's compensation, with the Company being responsible for 50% of the Arbitrator's compensation and all Indemnitees who are a party to the Arbitration being severally, and not jointly, responsible for the remaining 50%.

(vii) Judgment on the Final Award may be entered in any court having jurisdiction.

(viii) In the event a Final Award is rendered in favor of Indemnitee, the Company shall pay to Indemnitee the entire amount of the Final Award within 20 days of the date of the Final Award, regardless of whether the Company decides to seek to vacate, overturn, appeal or seek reconsideration of all or any aspect of the Final Award, subject to an undertaking (in form and substance contemplated by Section 11 of this Agreement) by Indemnitee to repay the amount of the Final Award to the extent that the Final Award is subsequently vacated, overturned, reversed or otherwise successfully appealed or reconsidered.

(ix) In the event the Arbitration is commenced and a Final Award is rendered in favor of Indemnitee because the Company failed to abide by a determination in favor of Indemnitee pursuant to Section 9 of this Agreement, or in the event the Company fails to timely pay the amount of the Final Award to Indemnitee in accordance with Section 12(b)(viii) of this Agreement, the Company agrees to pay interest on the amount of the Final Award, compounded monthly, at the “prime rate” of interest quoted from time-to-time in *The Wall Street Journal*.

(c) In the event that a determination is made pursuant to Section 9 of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or Arbitration commenced pursuant to this Section 12 shall be conducted in all respects as a *de novo* trial or a *de novo* Arbitration (as applicable) on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or Arbitration commenced pursuant to this Section 12, the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be, and the Company shall be precluded from referring to or offering into evidence a determination made pursuant to Section 9 of this Agreement that is adverse to Indemnitee’s right to indemnification or advancement of Expenses.

(d) In the event that a determination is made or deemed to be made pursuant to Section 8 or 9 that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or Arbitration commenced pursuant to this Section 12, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee’s statement not materially misleading, in connection with a request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(e) The Company shall be precluded from asserting in any judicial Proceeding or Arbitration commenced pursuant to this Section 12 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such Arbitrator that the Company is bound by all provisions of this Agreement.

(f) If the court or Arbitrator shall determine that Indemnitee is entitled to any indemnification hereunder, the Company shall pay all reasonable Expenses actually incurred by Indemnitee in connection with such adjudication or award at Arbitration (including, but not limited to, any appellate proceedings).

13. **Notification of Proceedings and Defense of Claims.** Promptly after receipt by Indemnitee of notice of the commencement of any Proceeding, Indemnitee shall, if a claim in respect thereof is to be made against the Company under this Agreement, notify the Secretary of the Company in writing of the commencement thereof; but the omission to so notify the Secretary of the Company will not relieve the Company from any liability that it may have to Indemnitee otherwise than under this Agreement or otherwise, except to the extent that the Company may suffer material prejudice by reason of such failure. Notwithstanding any other provision of this Agreement, with respect to any such Proceeding as to which Indemnitee gives notice to the Company of the commencement thereof:

(a) The Company will be entitled to participate therein at its own expense.

(b) Except as otherwise provided in this Section 13(b), to the extent that it may wish, the Company, jointly with any other indemnifying party similarly notified, shall be entitled to assume the defense thereof with counsel reasonably satisfactory to Indemnitee. After notice from the Company to Indemnitee of the Company’s election to so assume the defense thereof, the Company shall not be liable to Indemnitee under this Agreement for any legal or other Expenses subsequently incurred by Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ Indemnitee’s own counsel in such Proceeding, but the fees and Expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Company, (ii) Indemnitee shall have reasonably concluded that there is a conflict of interest between the Company and Indemnitee in the conduct of the defense of such action and such conclusion by Indemnitee shall be supported by a written determination of counsel provided to the Company, which determination shall be reasonably acceptable to the Company, or (iii) the Company shall not in fact have employed counsel to assume the defense of the action within a reasonable time after the Company has provided notice to Indemnitee of the Company’s election to assume the defense of such action, in each of which cases the Expenses of such counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which Indemnitee shall have reached the conclusion provided for in clause (ii) above.

(c) The Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding effected without its prior written consent, which consent shall not be unreasonably withheld; *provided, however*, that the Company shall be deemed to have consented to any settlement if the Company does not object to such settlement within 30 days after receipt by the Company of a written request for consent to such settlement. The Company shall be required to obtain the consent of Indemnitee to settle any Proceeding in which Indemnitee is named as a party or has potential liability exposure, unless such settlement solely involves the payment of money and includes a complete and unqualified release of Indemnitee from all liability on any claims that are the subject matter of the Proceeding and does not impose any future restriction or limitation on Indemnitee.

(d) As soon as practicable after the receipt of a notice of a claim pursuant to this Section 13, the Company shall give prompt notice of the commencement of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all reasonably necessary or desirable action to cause such insurers to comply with such policies including, without limitation, to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of the policies.

14. **Other Right to Indemnification; Subrogation.**

(a) The indemnification and advancement of Expenses provided by this Agreement are cumulative, and not exclusive, and are in addition to any other rights to which Indemnitee may now or in the future be entitled under any provision of the Certificate or Bylaws of the Company, any resolution adopted pursuant thereto, any provision of law or otherwise. Except as required by applicable law, the Company shall not adopt any amendment to its Certificate or Bylaws, the effect of which would be to deny, diminish or encumber Indemnitee's rights to indemnification or advancement of Expenses under this Agreement.

(b) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights and recovery of Indemnitee, who shall execute all papers required and take all actions necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(c) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

15. **Director and Officer Liability Insurance.**

(a) The Company shall obtain and maintain directors' and officers' liability insurance in customary and reasonable amounts for so long as Indemnitee is entitled to indemnification hereunder, with reputable insurance companies providing Indemnitee with coverage for losses from wrongful acts, including Expenses, and to ensure the Company's performance of its indemnification and advancement of Expenses obligations under this Agreement, provided and to the extent that such insurance is available on a commercially reasonable basis. Such coverage shall not be on terms of coverage or amounts less favorable to Indemnitee than those of the policies in effect on the date of this Agreement, except to the extent coverage on such terms or in such amounts cannot be obtained through the use of commercially reasonable efforts. Indemnitee shall be covered by such policy or policies in accordance with their terms to the maximum extent available for any such director or officer under such policy or policies.

(b) The Company further agrees that the provisions hereof shall remain in effect regardless of whether liability or other insurance coverage is at any time obtained or retained by the Company, except that any payments made to, or on behalf of, Indemnitee under an insurance policy shall reduce the obligations of the Company hereunder.

16. **Intent.** This Agreement is intended to be broader than any statutory indemnification rights applicable in the State of Delaware and shall be in addition to any other rights Indemnitee may have under the Certificate or Bylaws of the Company, the DGCL, applicable law or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Certificate or Bylaws of the Company, the DGCL, applicable law or this Agreement, it is the intent of the parties that Indemnitee enjoy by this Agreement the greater benefits so afforded by such change. In the event of any change in applicable law, statute or rule which narrows the right of a Delaware corporation to indemnify, or advance Expenses to, a member of its Board or an officer, employee, agent or fiduciary, such change, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder.

17. **Attorneys' Fees and Other Expenses to Enforce Agreement.** In the event that Indemnitee is subject to or intervenes in any Proceeding in which the validity or enforceability of this Agreement is at issue or seeks an adjudication or award in Arbitration to enforce Indemnitee's rights under, or to recover damages for breach of, this Agreement Indemnitee, if he or she prevails in whole or in part in such action, shall be entitled to recover from the Company and shall be indemnified by the Company against any actual Expenses for attorneys' fees and disbursements reasonably incurred by Indemnitee.

18. **Effective Date.** The provisions of this Agreement shall cover claims or Proceedings whether now pending or hereafter commenced and shall be retroactive to cover acts or omissions or alleged acts or omissions which heretofore have taken place. The Company shall be liable under this Agreement, pursuant to Sections 4 and 5, notwithstanding the termination of Indemnitee's service, if the rights of indemnification under such Sections relate to Indemnitee's service to the Company.

19. **Duration of Agreement.** This Agreement shall survive and continue even though Indemnitee may have terminated his or her service as a director, officer, employee, agent or fiduciary of the Company or as a director, officer, employee, agent or fiduciary of any other entity, including, but not limited to another corporation, partnership, limited liability company, employee benefit plan, joint venture, trust or other enterprise or by reason of any act or omission by Indemnitee in any such capacity. This Agreement shall be binding upon the Company and its successors and assigns, including, without limitation, any corporation or other entity which may have acquired all or substantially all of the Company's assets or business or into which the Company may be consolidated or merged, and shall inure to the benefit of Indemnitee and his or her spouse, successors, assigns, heirs, devisees, executors, administrators or other legal representations. The Company shall require any successor or assignee (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by written agreement in form and substance reasonably satisfactory to the Company and Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession or assignment had taken place.

20. **Contribution.** To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason other than that Indemnitee did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to a criminal Proceeding, that Indemnitee had reasonable cause to believe his or her conduct was unlawful, the Company shall contribute to the amount of Expenses, judgments, penalties, fines, excise taxes, amounts paid or to be paid in settlement actually and reasonably incurred by Indemnitee or on his or her behalf in connection with such Proceeding in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving rise to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

21. **Disclosure of Payments.** Except as expressly required by any federal or state securities laws or other federal or state law, neither party shall disclose any payments under this Agreement unless prior approval of the other party is obtained.

22. **Modification and Waiver.** No supplement, modification or amendment of this Agreement or any provision hereof shall limit or restrict in any way any right of Indemnitee under this Agreement with respect to any action taken or omitted by Indemnitee when he or she was a director, officer, employee, agent or fiduciary of the Company, or any of its direct or indirect subsidiaries, or while serving at the request of the Company, or any of its direct or indirect subsidiaries, as a director, officer, employee, agent or fiduciary of any other entity, including, but not limited to, another corporation, partnership, limited liability company, employee benefit plan, joint venture, trust or other enterprise prior to such supplement, modification or amendment. No supplement, modification or amendment of this Agreement or any provision hereof shall be binding unless executed in writing by both the Company and Indemnitee. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

23. **Severability.** If any provision or provisions of this Agreement shall be held invalid, illegal or unenforceable for any reason whatsoever, (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, but not limited to, all portions of any Sections of this Agreement containing any such provision held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Agreement (including, but not limited to, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifest by the provision held invalid, illegal or unenforceable.

24. **Counterparts.** This Agreement may be executed by one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same agreement. Only one such counterpart signed by the party against whom enforceability is sought shall be required to be produced to evidence the existence of this Agreement.

25. **Interpretation.** The captions and headings used in this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

26. **Notices.** All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered by hand with receipt acknowledged by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail, return receipt requested with postage prepaid, on the date shown on the return receipt or (c) delivered by facsimile transmission on the date shown on the facsimile machine report:

If to Indemnitee to:

Michael T. Sicoli
at Indemnitee's address on file with the Company
Email: msicoli19@gmail.com

If to the Company to:

Intermap Corporation
One Enterprise Avenue
Secaucus, NJ 07094
Email: rdiegnan@inap.com
Attn: Executive Vice President and General Counsel

or to such other address as may be furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

27. **Governing Law.** The parties hereto agree that this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, applied without giving effect to any conflicts of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COMPANY:

INTERNAP CORPORATION

By: /s/ Peter D. Aquino

Name: Peter D. Aquino

Title: Chief Executive Officer

INDEMNITEE:

/s/ Michael T. Sicoli

Print Name: Michael T. Sicoli

INTERNAP CORPORATION EMPLOYMENT COVENANTS AGREEMENT

This Employment Covenants Agreement (the "Agreement") is made this 26th day of August 2019 and is effective for all purposes as of October 1, 2019 (the "Effective Date"), between Internap Corporation (the "Company") and Michael Sicoli ("You" or "Your") (collectively, the "Parties"). Unless otherwise indicated, all capitalized terms used in this Agreement are defined in the "Definitions" set forth in Exhibit A. Exhibit A is incorporated by reference and is included in the definition of "Agreement."

For and in consideration of the Company's agreement to employ You or continue to employ You, You agree to the following terms:

- 1. Fiduciary Duty.** You owe a duty of care and loyalty to the Company, as well as a duty to perform Your duties to the Company in a manner that is in the best interests of the Company. You owe such duties to the Company in addition to duties imposed upon You under applicable law.
- 2. Work Product.** Your employment duties may include the creation of Work Product in areas directly or indirectly related to the business of the Company or to a line of business that the Company may reasonably be interested in pursuing. All Work Product shall constitute work made for hire and shall be owned upon its creation exclusively by the Company. You hereby assign all Work Product arising from your employment duties to the Company (whether presently-existing or created in the future), for the exclusive benefit of the Company. If (i) any of the Work Product may not be considered work made for hire, or (ii) ownership of all right, title and interest in and to the Work Product will not vest exclusively in the Company, then, without further consideration, You hereby assign all presently-existing Work Product to the Company, and agree to assign, and automatically assign, upon future creation, all future Work Product to the Company.

The Company shall have the right to obtain and hold in its own name copyrights, patents, design registrations and continuations thereof, proprietary database rights, trademarks, rights of publicity and any other protection available in the Work Product and all of the assets, properties, contracts, rights and obligations relating thereto, including the right to recover for damages and profits and any and all other remedies for past, present and future infringement or misappropriation of the Work Product. You shall not take any actions inconsistent with this Agreement, including but not limited to the execution of any agreements with any third parties that may affect title in any Work Product by the Company. At the Company's request, You agree to perform, during or after Your employment with the Company, any acts to transfer, perfect and defend the Company's ownership of the Work Product, including, but not limited to: (i) executing all documents and instruments (including a formal assignment to the Company), whether for filing an application or registration for protection of the Work Product (an "Application") or otherwise under any form of intellectual property laws whether in the United States or elsewhere in the world, (ii) explaining the nature and technical details of construction and operation of the Work Product to persons designated by the Company, (iii) reviewing and approving Applications and other related papers, or (iv) providing any other assistance reasonably required for the orderly prosecution of Applications. You agree to provide additional evidence to support the foregoing if such evidence is considered necessary by the Company, is in Your possession or control, and is reasonably available and retrievable.

You agree to disclose to the Company and provide the Company with a complete written description of any Work Product in which You are involved (solely or jointly with others) and the circumstances surrounding the creation of such Work Product, upon creation of any subject matter that may constitute Work Product, and upon request by the Company.

3. License. During Your employment and after Your employment with the Company ends, You grant to the Company an irrevocable, nonexclusive, worldwide, royalty-free license to: (i) make, use, sell, copy, perform, display, distribute or otherwise utilize copies of the Licensed Materials, (ii) prepare, use and distribute derivative works based upon the Licensed Materials, and (iii) authorize others to do the same. You shall notify the Company in writing of any Licensed Materials You deliver to the Company.

4. Return of Company Property/Materials. Upon the termination of Your employment for any reason or upon the Company's request at any time, You shall immediately return to the Company all of the Company's property, including, but not limited to, mobile phone, personal digital assistant (PDA), keys, passcards, credit cards, confidential or proprietary lists (including, but not limited to, Customer, supplier, licensor and client lists), rolodexes, tapes, laptop computer, software, computer files, marketing and sales materials and any other property, record, document or piece of equipment belonging to the Company. You shall not (i) retain any copies of the Company's property, including any copies existing in electronic form, which are in Your possession, custody or control, or (ii) destroy, delete or alter any Company property, including, but not limited to, any files stored electronically, without the Company's prior written consent. The obligations contained in this Section shall also apply to any property which belongs to a third party, including, but not limited to, (i) any entity which is affiliated or related to the Company, or (ii) the Company's Customers, licensors or suppliers.

5. Injunctive Relief. If You breach Section 2 or Section 4 of this Agreement, You agree that: (a) the Company would suffer irreparable harm; (b) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by the Company; and (c) if the Company seeks injunctive relief to enforce this Agreement, You shall waive and shall not (i) assert any defense that the Company has an adequate remedy at law with respect to the breach, (or (iii) require the Company to post a bond or any other security. Nothing contained in this Agreement shall limit the Company's right to any other remedies at law or in equity.

6. At-will Employment. This Agreement does not create a contract of employment or a contract for benefits. Your employment relationship with the Company is at-will. This means that at either Your option or the Company's option, Your employment may be terminated at any time, with or without cause or notice.

7. Attorneys' Fees. In the event of litigation relating to this Agreement, the prevailing party will be entitled to recover attorneys' fees and costs of litigation in addition to all other remedies available at law or in equity, regardless of which party initiated the proceedings. If there is no prevailing party, each party will each bear their own costs and attorneys' fees incurred.

8. Waiver. The Company's failure to enforce any provision of this Agreement shall not act as a waiver of that or any other provision. The Company's waiver of any breach of this Agreement shall not act as a waiver of any other breach.

9. Severability. The provisions of this Agreement are severable. If any provision is determined to be invalid, illegal or unenforceable, in whole or in part, then such provision shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision cannot be modified to be enforceable, the provision shall be severed from this Agreement to the extent unenforceable. The remaining provisions and any partially enforceable provisions shall remain in full force and effect.

10. Governing Law. The laws of the Commonwealth of Virginia shall govern this Agreement without reference to the principles of conflicts of law of Virginia or any other jurisdiction.

11. No Strict Construction. If there is a dispute about the language of this Agreement, the fact that one Party drafted the Agreement shall not be used in its interpretation.

12. Entire Agreement. This Agreement, including Exhibit A which is incorporated by reference, constitutes the entire agreement between the Parties concerning the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties relating to the subject matter of this Agreement.

13. Successors and Assigns. This Agreement shall be assignable to, and shall inure to the benefit of, the Company's successors and assigns, including, without limitation, successors through merger, name change, consolidation or sale of a majority of the Company's stock or assets, and shall be binding upon You. You shall not have the right to assign Your rights or obligations under this Agreement. The covenants contained in this Agreement shall survive cessation of Your employment with the Company, regardless of who causes the cessation or the reason for the cessation.

14. Execution. This Agreement may be executed in one or more counterparts, including, but not limited to, facsimiles and scanned images. Each counterpart shall for all purposes be deemed to be an original, and each counterpart shall constitute this Agreement.

15. Consent to Jurisdiction and Venue. You agree that any and all claims arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction in Virginia. You consent to the personal jurisdiction of the state and/or federal courts located in Virginia. You waive (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

16. Affirmation. You acknowledge that You have carefully read this Agreement, You know and understand its terms and conditions, and You have had the opportunity to ask the Company any questions You may have had prior to signing this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

Internap Corporation

Employee

By: /s/ Peter D. Aquino
Title: Chief Executive Officer

/s/ Michael T. Sicoli
Print Name: Michael T. Sicoli

EXHIBIT A
DEFINITIONS

A. “Customer” means any person or entity to which the Company has sold its products or services.

B. “Licensed Materials” means any materials that You utilize for the benefit of the Company, or deliver to the Company or the Company’s Customers, which (i) do not constitute Work Product, (ii) are created by You or of which You are otherwise in lawful possession, and (iii) You may lawfully utilize for the benefit of, or distribute to, the Company or the Company’s Customers, regardless of whether they are resellers, distributors or end users.

C. “Work Product” means:

- (i) any data, databases, materials, documentation, computer programs, inventions (whether or not patentable), designs, trademarks and/or works of authorship, including but not limited to, discoveries, ideas, concepts, properties, formulas, compositions, methods, programs, procedures, systems, techniques, products, improvements, innovations, writings, pictures, audio, video, images and artistic works and any related application or registrations and each and every original, interim and final version, copy, replica, prototype or other original work of authorship thereof or in any way related thereto, any and all reproductions, distribution rights, ancillary rights, performances, displays, derivative works, amendments, versions, modifications, copies or other permutations of the foregoing, regardless of the form or type and the renewals and extensions thereof, or
- (ii) any subject matter (including but not limited to any new and useful process, machine, manufacture or composition or matter, or any new and useful improvement thereof) protected or eligible for protection under patent, copyright, proprietary database, trademark, trade secret, rights of publicity, confidential information or other property rights, including all worldwide rights therein,

that is or was conceived, created or developed in whole or in part by You while employed by the Company and that either (a) is created within the scope of Your employment, (b) is based on, results from or is suggested by any work performed within the scope of Your employment and is directly or indirectly related to the business of the Company or a line of business that the Company may reasonably be interested in pursuing, (c) has been or will be paid for by the Company, or (d) was created or improved in whole or in part by using the Company’s time, resources, data, facilities or equipment.



For Immediate Release

INAP Names Michael T. Sicoli President and CFO

RESTON, Va., August 27, 2019 (GLOBE NEWSWIRE) -- Internap Corporation (NASDAQ: INAP), a leading-edge provider of high-performance data center and cloud solutions with global network connectivity, today announced that Michael T. Sicoli has been named President and Chief Financial Officer, effective October 1, 2019. Mr. Sicoli will lead all Finance and Accounting functions, Corporate Development, Investor Relations, Information Technology and Real Estate, and report directly to Peter D. Aquino, the Company's Chief Executive Officer.

As previously announced, the Board of Directors of INAP has also offered, and Mr. Aquino has accepted, an amendment to his three-year employment agreement ending September 19, 2019. Mr. Aquino will serve as the Company's Chief Executive Officer for an additional one-year term through September 19, 2020, as part of his new Evergreen agreement. In addition, the executive team reporting to Mr. Aquino will also remain in place, including: Andrew Day, Chief Operating Officer, leading U.S. and International day to day operations; Richard P. Diegnan, General Counsel and Corporate Secretary; and John D. Filipowicz, Chief Administrative and Compliance Officer.

"It's a great opportunity to once again team up with Mike to take INAP to the next level in 2020," said Mr. Aquino, Chief Executive Officer. "Mike's executive leadership accomplishments throughout his career in the TMT sector are very impressive. His background in scaling companies, M&A, team building, and improving work processes makes him a perfect fit for our next stage of development. Joe DuFresne, SVP, Finance, Corporate Development, and Treasury will serve a key role on Mike's team as we work through our Strategic Initiatives. Joe will step in as interim CFO for one month until Mike arrives. As previously announced, Jim Keeley, INAP's current CFO, will depart the company on August 30th."

Mike Sicoli stated, "I am very excited to move into this executive role at INAP and to be working with Pete and many familiar faces on his management team once again. This is a great time to join the team, given INAP's emerging position in premier data center and infrastructure services and strategy of consolidation and gaining scale. I look forward to making an immediate contribution."

Mr. Sicoli most recently served as Chief Financial Officer of GTT Communications Inc., a publicly-traded provider of cloud networking services to multinational clients. Prior to joining GTT in April 2015, he served as principal of MTS Advisors, LLC, a consulting and advisory services firm he founded in 2013. From 2010 to 2013, he served as Chief Executive Officer of Sidera Networks, a fiber optic service provider that was merged with Lightower Fiber Networks in 2013. From 2005-2010, Mr. Sicoli served as Chief Financial Officer of RCN Corporation, where he reported to Peter Aquino until the go-private transaction in 2010. Prior to that, Mr. Sicoli held various positions at Nextel Communications, Deloitte Consulting, and Accenture. Mr. Sicoli recently served as a director of Lumos Networks, a fiber-based bandwidth infrastructure and service provider in the Mid-Atlantic region.

Mr. Sicoli holds a Bachelor of Arts in Economics from The College of William and Mary and an MBA from The University of Virginia, Darden Graduate School of Business Administration.

About Internap Corporation

Internap Corporation (NASDAQ: INAP) is a leading-edge provider of high-performance data center and cloud solutions with over 100 network Points of Presence worldwide. INAP's full-spectrum portfolio of high-density colocation, managed cloud hosting and network solutions supports evolving IT infrastructure requirements for customers ranging from the Fortune 500 to emerging startups. INAP operates in 21 metropolitan markets, primarily in North America, with data centers connected by a low-latency, high-capacity fiber network. INAP has over one million gross square feet in its portfolio, with approximately 600,000 square feet of sellable data center space. For more information, visit www.INAP.com.

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