
**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):

June 12, 2018 (June 7, 2018)

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.

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

Appointment of Chief Financial Officer

On June 7, 2018, Internap Corporation (the “Company”) appointed James Keeley as the Company’s Chief Financial Officer, effective June 11, 2018.

Mr. Keeley, 52, has over 25 years of financial and accounting leadership experience covering a diverse set of industries. Since 2017, Mr. Keeley was the Chief Financial Officer of Tahzoo, LLC, a privately held digital marketing and systems integrator. From 2014 to 2017, he provided financial consulting services for small-to-medium sized businesses, including serving as Chief Financial Officer of Icore Networks Inc. and General Manager of the Virginia office of Vonage Holdings Corporation, after its acquisition of Icore. From 2009 to 2013, Mr. Keeley held various financial and accounting positions of increasing seniority at Primus Telecommunications Group, Incorporated, including Chief Financial Officer and Chief Accounting Officer. Prior to 2009, Mr. Keeley held various financial reporting and accounting positions with FBR Capital Markets Corporation, and 3SI Security Systems, Inc. and with two publicly traded companies, The Pep Boys—Manny, Moe & Jack and David’s Bridal, Inc.

Mr. Keeley is a certified public accountant. Mr. Keeley holds a Bachelor of Science in Accounting from Fairmont State College.

Pursuant to the terms of an Offer Letter, dated as of June 8, 2018 (the “Keeley Offer Letter”), by and between the Company and Mr. Keeley, Mr. Keeley will receive (1) an annual base salary of \$275,000; (2) an annual cash incentive bonus based upon criteria established by the Company’s Board of Directors at a target level of 50% of earned base salary; (3) a pro-rated annual restricted stock grant at a target level of 100% of base salary, subject to three-year vesting, 50% of which shall be subject to time-based vesting, and 50% of which shall be subject to performance-based vesting as determined by the Company’s Board of Directors; and (4) customary benefits, including paid time off. After completing one year of service, Mr. Keeley will be eligible to receive twelve (12) months of severance pay for a termination without cause and prior to the completion of one year of service six (6) months of severance pay.

The foregoing description of the Keeley Offer Letter does not purport to be complete and is qualified in its entirety by reference to the Keeley Offer letter, which is attached to this Current Report as Exhibit 10.1 and incorporated herein by reference. Mr. Keeley and the Company also entered into an Indemnity Agreement substantially in the form filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K, filed May 29, 2009.

There are no family relationships between Mr. Keeley 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. Keeley has a material interest subject to disclosure under Item 404(a) of Regulation S-K. There are no arrangements or understandings between Mr. Keeley and any other persons pursuant to which she was selected as an officer.

Agreement with Robert Dennerlein

As previously disclosed, on May 11, 2018, the Company and Robert Dennerlein decided that Mr. Dennerlein’s employment would cease, as Mr. Dennerlein has decided to pursue other opportunities. He will continue to be employed by the Company until June 30, 2018 to ensure an orderly transition of his responsibilities to James Keeley.

In connection with Mr. Dennerlein's departure, the Company and Mr. Dennerlein entered into a Release Agreement, effective June 11, 2018 (the "Release Agreement"). Pursuant to the Release Agreement, Mr. Dennerlein became entitled to the following severance benefits as set forth in Mr. Dennerlein's Offer Letter, dated as of October 28, 2016 (the "Dennerlein Offer Letter"): (i) severance pay equal to \$275,000 payable over a twelve (12) month period; and (ii) COBRA premiums for twelve (12) months.

The Release Agreement also contains customary release and non-disparagement provisions. The Release Agreement terminates and supersedes the Dennerlein Offer Letter.

The foregoing description of (i) the Release Agreement is qualified in its entirety by reference to the full text of such agreement, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference and (ii) the Dennerlein Offer Letter is qualified in its entirety by reference to the full text of the original agreement, a copy of which is attached hereto as Exhibit 10.3.

ITEM 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter, James Keeley, dated June 8, 2018. Filed herewith.
10.2	Release Agreement, dated June 8, 2018, by and between the Company and Robert Dennerlein. Filed herewith.
10.3	Offer Letter, Robert Dennerlein, dated October 26, 2017. (incorporated herein by reference to Exhibit 10.22 to the Company's Annual Report on Form 10-K, filed on March 15, 2018.
99.1	Press Release, dated June 11, 2018. Filed herewith.

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: June 12, 2018

By: /s/ Richard Diegnan
Richard Diegnan
SVP and General Counsel



June 8, 2018

PERSONAL AND CONFIDENTIAL

James Keeley

Re: Offer of Employment

Dear James:

We are pleased to extend this offer to you to join Intermap Corporation as our Chief Financial Officer beginning on Monday, June 11, 2018. In this position, you will report to me. You will be based in our Reston, VA office, with an expectation that you will travel to Atlanta on a regular basis. We are excited that you have chosen to become part of our highly motivated team and believe you will become a key player in INAP's success

- You will receive a starting base salary of \$10,576.92 (\$275,000 on an annualized basis) per pay-period less payroll deductions and all required withholdings. You will also be subject to review through our performance evaluation process.
- You will be eligible to participate in the INAP 2018 Short Term Incentive Plan ("STIP"). Any payments that may be made to you will be based on INAP's achievement of goals approved by the Board of Directors. Your initial bonus opportunity under the Incentive Plan will be 50% of your 2018 actual earned base salary, subject to the terms of the Incentive Plan.
- You will also be eligible for a pro-rated annual grant based on your hire date in accordance with INAP's 2018 Long Term Incentive Plan ("LTIP") or equivalent, equal to 100% of your base salary at the discretion of the Compensation Committee and based on performance. The annual grant may be in the form of restricted stock and will be subject to a three-year vest; no less than 50% of the grant will be subject to time, and 50% will be subject to performance as part of the Compensation Committee's approved metrics and the committee's discretion.

All vesting is subject to you being an employee in good standing on each date of vesting. All shares are governed by the language in our incentive stock plan (a copy of which will be mailed to you separately) as well as the actual grant documents which define the specific terms of your grant. You will be subject to INAP's Insider Trading Policy.

- You will be eligible to participate in the benefits we offer generally to our employees. A benefit summary is included in your new hire packet.

250 Williams Street | Suite E-100 | Atlanta, GA 30303 | www.inap.com

- After completing one year of service with INAP, should your employment be terminated due to reasons other than cause and provided that you satisfy the conditions of the Release Agreement, you will be eligible for twelve months of Severance Pay. Should your employment be terminated due to reasons other than cause prior to the completion of one year of service, you will be eligible for six months of severance.

Although we expect that your relationship with INAP will be a long and productive one, we are not requiring a commitment from you for a particular length of time. Your employment with INAP will be “at will” meaning that you may choose to resign at any time for any reason, and INAP may choose to end your employment at any time for any reason. This offer should not be construed as creating a contract of employment for a specific period of time and the at will nature of your employment can only be changed by a written employment agreement signed by you and INAP’s Chief Executive Officer.

INAP is required to verify the identity and employment authorization of all new hires. To comply with this legal obligation, we must complete an Employment Eligibility Verification Form I-9 within three days of your start date. Information about what you will need to bring to work with you to complete this form will be provided to you once you sign and return this offer letter. This offer is also contingent upon successful completion of a background check.

You must also sign the attached Employment Covenants Agreement and certify you have read and agree to be bound by the INAP Code of Conduct included in your new hire packet.

James, we look forward to working with you as part of the INAP team. Please sign and date this letter, and return it to the Human Resources Department.

Sincerely,

/s/ Peter Aquino

Peter D. Aquino
President & CEO

I accept the offer of employment contained in this letter and hereby agree that I have read and understand the statements contained in this letter including all attachments.

/s/ James Keeley
James Keeley

Date: June 8, 2018

INTERNAP CORPORATION

EMPLOYMENT COVENANTS AGREEMENT

This Employment Covenants Agreement (the "Agreement") is made this 8th day of June 2018 (the "Effective Date"), between Internap Corporation (the "Company") and James Keeley ("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. Acknowledgments. You acknowledge and agree that the restrictions contained in this Agreement, including, but not limited to, the restrictive covenants set forth in Sections 2 and 3 below, are reasonable and necessary to protect the legitimate business interests of the Company, and they will not impair or infringe upon Your right to work or earn a living when Your employment with the Company ends, and:

(a) You will (i) serve the Company as a Key Employee; and/or (ii) serve the Company as a Professional; and/or (iii) (A) have a primary duty of managing a department or subdivision of the Company, (B) customarily and regularly direct the work of two or more other employees, and (C) have the authority to hire or fire other employees; and/or

(b) Your position is a position of trust and responsibility with access to (i) Confidential Information, (ii) Trade Secrets, (iii) information concerning employees of the Company, (iv) information concerning Customers of the Company, and/or (v) information concerning Prospective Customers of the Company.

2. Trade Secrets and Confidential Information.

(a) You represent and warrant that: (i) You are not subject to any legal or contractual duty or agreement that would prevent or prohibit You from performing Your duties for the Company or complying with this Agreement, and (ii) You are 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.

(b) You shall not: (i) both during and after Your employment with the Company, use, disclose, reverse engineer, divulge, sell, exchange, furnish, give away or transfer in any way the Trade Secrets or the Confidential Information for any purpose other than the Company's Business, except as authorized in writing by the Company; (ii) during Your employment with the Company, use, disclose, reverse engineer, divulge, sell, exchange, furnish, give away or transfer in any way (a) any confidential information or trade secrets of any former employer or third party, or (b) any works of authorship developed in whole or in part by You during any former employment or for any other party, unless authorized in writing by the former employer or third party; or (iii) upon the termination of Your employment for any reason, (a) retain Trade Secrets or Confidential Information, including any copies existing in any form (including electronic form) which are in Your possession or control, or (b) destroy, delete or alter the Trade Secrets or Confidential Information without the Company's prior written consent.

(c) 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.

(d) 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 the 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.

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3. Non-Recruitment of Employees. During the Restricted Period, You shall not, directly or indirectly, solicit, recruit or induce any Employee to (i) terminate his or her employment relationship with the Company, or (ii) work for any other person or entity engaged in the Business. The restrictions set forth in this Section shall apply only to Employees (a) with whom You had Material Interaction, or (b) You, directly or indirectly, supervised.

4. Non-Disparagement. During Your employment and upon the termination of Your employment with the Company for any reason, You will not make any disparaging or defamatory statements, whether written or oral, regarding the Company.

5. 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.

6. 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.

7. 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.

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8. Release. During Your employment and after Your employment with the Company ends, You consent to the Company's use of Your image, likeness, voice or other characteristics in the Company's products, services or marketing or informational materials. You release the Company from any cause of action which You have or may have arising out of the use, distribution, adaptation, reproduction, broadcast or exhibition of such characteristics. You represent that You have obtained, for the benefit of the Company, the same release in writing from all third parties whose characteristics are included in the services, materials, computer programs and other deliverables that You provide to the Company.

9. Post-Employment Disclosure. During the Restricted Period, You shall provide a copy of this Agreement to persons and/or entities for whom You work or consult as an owner, partner, joint venture, employee or independent contractor. During the Restricted Period, You authorize the Company to provide a copy of this Agreement to persons and/or entities whom You work or consult as an owner, partner, joint venture, employee or independent contractor.

10. 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.

11. Injunctive Relief. If You breach any portion 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, (ii) require that the Company submit proof of the economic value of any Trade Secret or Confidential Information, 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.

12. Independent Enforcement. Each of the covenants set forth in Sections 2 and 3 of this Agreement shall be construed as an agreement independent of (i) any other agreements, or (ii) any other provision in this Agreement, and the existence of any claim or cause of action by You against the Company, whether predicated on this Agreement or otherwise, regardless of who was at fault and regardless of any claims that either You or the Company may have against the other, shall not constitute a defense to the enforcement by the Company of any of the covenants set forth in Sections 2 and 3 of this Agreement. The Company shall not be barred from enforcing any of the covenants set forth in Sections 2 and 3 of this Agreement by reason of any breach of (i) any other part of this Agreement, or (ii) any other agreement with You.

13. 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.

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14. Attorneys' Fees. In the event of litigation relating to this Agreement, the Company shall, if it is the prevailing party, be entitled to recover attorneys' fees and costs of litigation in addition to all other remedies available at law or in equity.

15. 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.

16. 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.

17. Governing Law. The laws of the State of Georgia shall govern this Agreement. If Georgia's conflict of law rules would apply another state's laws, the Parties agree that Georgia law shall still govern.

18. 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.

19. 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.

20. Amendment. As a condition of employment and a material term under this Agreement, You agree that, at any time during Your employment, if requested by the Company, You shall sign an amendment to this Agreement which would modify the Restrictive Covenants in Sections 2 and 3 of this Agreement (the "Amendment") based on changes to Your duties, changes in the Company's Business or changes in the law regarding restrictive covenants. You agree that You shall not be entitled to any additional consideration to execute the Amendment. You agree that Your refusal to sign any such Amendment shall constitute a material breach of this Agreement. This Agreement may not otherwise be amended or modified except in writing signed by both Parties.

21. 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.

22. 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.

23. 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 Georgia. You consent to the personal jurisdiction of the state and/or federal courts located in Georgia. 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.

24. 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.

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

Internap Corporation

By: /s/ John D. Filipowicz

Name: John D. Filipowicz

Title: Chief Administrative Officer

Address: 250 Williams Street, Suite E-100, Atlanta, GA 30303

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/s/ James Keeley

Employee Signature

Printed Name: James Keeley

EXHIBIT A

DEFINITIONS

A. "Business" means (i) 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 the Company within two years prior to termination of Your employment with the Company, and (ii) 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: (a) Internet connectivity, (b) colocation services, (c) managed hosting services, (d) content delivery network services and (d) "Cloud" computing services.

B. "Confidential Information" means (i) information of the Company, to the extent not considered a Trade Secret under applicable law, that (a) relates to the business of the Company, (b) was disclosed to You or of which You became aware of as a consequence of Your relationship with the Company, (c) possesses an element of value to the Company, and (d) is not generally known to the Company's competitors, and (ii) information of any third party provided to the Company which the Company is obligated to treat as confidential, including, but not limited to, information provided to the Company by its licensors, suppliers or Customers. Confidential Information includes, but is not limited to, (1) methods of operation, (2) price lists, (3) financial information and projections, (4) personnel data, (5) future business plans, (6) the composition, description, schematic or design of products, future products or equipment of the Company or any third party, (7) the Work Product, (8) advertising or marketing plans, and (9) 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 the Company, and Customer and Prospective Customer information compiled by the 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, (y) has been independently developed and disclosed by others without violating this Agreement or the legal rights of any party, or (z) otherwise enters the public domain through lawful means.

C. "Customer" means any person or entity to which the Company has sold its products or services.

D. "Employee" means any person who (i) is employed by the Company at the time Your employment with the Company ends, or (ii) was employed by the Company during the last year of Your employment with the Company (or during Your employment if employed less than a year).

E. "Key Employee" means that, by reason of the 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 Your employment with the Company, You will gain a high level of notoriety, fame, reputation or public persona as the Company's representative or spokesperson, or will gain a high level of influence or credibility with the Company's Customers, vendors or other business relationships, or will be intimately involved in the planning for or direction of the business of the Company or a defined unit of the business of the Company.

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Such term also means that You will possess selective or specialized skills, learning, or abilities or customer contacts or customer information by reason of having worked for the Company.

F. "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.

G. "Material Interaction" means any interaction with an Employee which relates or related, directly or indirectly, to the performance of Your duties or the Employee's duties for the Company.

H. "Professional" means an employee who has 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.

I. "Prospective Customer" means any person or entity to which the Company has solicited to purchase the Company's products or services.

J. "Restricted Period" means the time period during Your employment with the Company, and for six (6) months after Your employment with the Company ends.

K. "Trade Secrets" means information of the 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.

L. "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

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- (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.

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Release Agreement

This Release Agreement (the "Agreement"), by and between Intemap Corporation (the "Company") and Robert Dennerlein ("You" or "Your") (the Company and You collectively referred to as the "Parties") is entered into and effective as of June 11, 2018 (the "Effective Date").

- 1. Separation Date.** The Parties acknowledge and agree that Your employment with the Company terminated effective as of June 30, 2018 (the "Separation Date").
- 2. Separation Payment.** Provided that You satisfy the conditions of this Agreement, including the return of all Company property, the Company shall, on the first business day that is at least eight (8) days after You return an executed version of this Agreement to the Company's Vice President, Human Resources Department, at 250 Williams Street, Suite E-100, Atlanta, Georgia, 30303, inform its Accounting department to pay You the sum of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00), minus all applicable withholdings, including taxes and Social Security (the "Separation Payment"), to be paid bi-weekly in equal installments of Ten Thousand Five Hundred Seventy Six Dollars and Ninety-Two Cents (\$10,576.92) payable over a twelve (12) month period (26 pay periods), in accordance with INAP's normal payroll schedule. These payments will begin with the first normally scheduled payroll date following the date in which this Agreement has been executed and delivered to INAP and has become irrevocable.
- 3. Benefits Continuation.** The Company has agreed to pay for your COBRA coverage for the 12-month severance period. You will receive information about your rights to continue your participation in the Company's applicable insurance plans directly from the COBRA vendor.

Because You are no longer employed, Your rights to any particular employee benefit shall be governed by applicable law and the terms and provisions of the Company's various employee benefit plans and arrangements. You acknowledge that the Separation Date shall be the date used in determining benefits under all Company employee benefit plans. Notwithstanding anything to the contrary set forth above, if You materially breach this Agreement You acknowledge and agree that: (a) You shall return to the Company ninety-five percent (95%) of the Separation Payment within ten (10) calendar days after receiving notice from the Company of Your material breach, as such amount is not deemed earned absent Your full compliance with this Agreement; and (b) the remaining five percent (5%) of the Separation Payment shall constitute full and complete consideration sufficient to support enforcement of this Agreement against You, including, but not limited to, enforcement of Your release of claims set forth below.

- 4. Release.** In exchange for the consideration set forth above, You release and discharge the Company¹ from any and all claims or liability, whether known or unknown, arising out of any event, act or omission occurring on or before the day You sign this Agreement, including, but not limited to, claims to damages for pain and suffering and emotional harm arising out of any promise, agreement, contract, or common law, claims arising out of Your employment or the cessation of Your employment, claims arising out of the Employment Agreement, claims arising out of the Employment Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §§ 1001-1461, claims for breach of contract, express or implied, or breach of the covenant of good faith and fair dealing, express or implied, tort, defamation, misrepresentation, fraud, negligent or intentional infliction of emotional distress, or negligence, negligent hiring, negligent retention, negligent supervision, negligent training, employment discrimination, retaliation, or harassment, as well as any other statutory or common law claims, at law or in equity, recognized under any federal, state, or local law, including, but not limited to, federal and state wage and hour laws, federal and state whistleblower laws, New Jersey Civil Rights Act, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employment Retirement Income Security Act, the Fair Labor Standards Act, the Age Discrimination in Employment Act, OSHA, the New Jersey Law Against Discrimination, New Jersey Family Leave Act, the New Jersey Paid Family Leave Act, New Jersey Worker Freedom from Employer Intimidation Act, The Millville Dallas Airmotive Plant Job Loss Notification Act ("NJ Warn"), and the Conscientious Employee Protection Act, as each may be amended from time to time. You also release any claims for unpaid back pay, sick pay, vacation pay, expenses, bonuses, claims arising out of or relating to equity or other ownership interest in the Company, claims to commissions, attorneys' fees or any other compensation. You agree that You are not entitled to any additional payment or benefits from the Company, except as set forth in this Agreement. You further agree that You have suffered no harassment, retaliation, employment discrimination or work-related injury or illness. You further acknowledge and represent that You (i) have been fully paid (including, but not limited to, any overtime to which You are entitled, if any) for hours You worked for the Company, and (ii) do not claim that the Company violated or denied Your rights under the Fair Labor Standards Act. Notwithstanding the foregoing, the release of claims set forth in this Section: (i) does not waive Your right to receive benefits under the Company's 401(k) or pension plans, if any, that either (a) have accrued or vested prior to the Effective Date, or (b) are intended, under the terms of such plans, to survive Your separation from the Company; and (ii) shall not prohibit You from filing a charge or complaint with, communicating with, or cooperating with any investigation by, the Equal Employment Opportunity Commission or any other government agency. However, You agree that You will not accept any monetary recovery or other benefits as a result of any such charge or complaint filed against the Company.

¹ For purposes of Sections 3, 4, 5 and 6 of this Agreement, the term "Company" includes the Company, the Company's parents, subsidiaries, affiliates and all related companies, as well as each of their respective current and former officers, directors, shareholders, employees, agents and any other representatives, any employee benefits plan of the Company, and any fiduciary of those plans.

5. **ADEA/OWBPA Waiver** . By agreeing to this provision, You release and waive any right or claim against the Company¹ arising out of Your employment or the termination of Your employment with the Company under the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 et seq. (“ADEA”) and the Older Workers Benefit Protection Act, 29 U.S.C. § 621 et seq. (“OWBPA”) (such release and waiver referred to as the “Waiver”). You understand and agree that, (a) this Agreement is written in a manner that You understand; (b) You do not release or waive rights or claims that may arise after You sign this Agreement; (c) You waive rights and claims You may have had under the OWBPA and the ADEA, but only in exchange for payments and/or benefits in addition to anything of value to which You are already entitled; (d) You are advised to consult with an attorney before signing this Agreement; (e) You have twenty-one (21) calendar days (the “Offer Period”) from receipt of this Agreement to consider whether to sign it. If You sign before the end of the Offer Period, You acknowledge that Your decision to do so was knowing, voluntary and not induced by fraud, misrepresentation or a threat to withdraw, alter or provide different terms prior to the expiration of the Offer Period. You agree that changes or revisions to this Agreement, whether material or immaterial, do not restart the running of the Offer Period; (f) You have seven (7) calendar days after signing this Agreement to revoke this Agreement (the “Revocation Period”). If you revoke, the Agreement shall not be effective or enforceable and You shall not be entitled to the consideration set forth in this Agreement. To be effective, the revocation must be in writing and received by the Company’s Vice President, Human Resources Department, at 250 Williams Street, Suite E-100, Atlanta, Georgia, 30303, prior to expiration of the Revocation Period; and (g) this Waiver shall not become effective or enforceable until the Revocation Period has expired.

6. **No Admission of Liability** . This Agreement is not an admission of liability by the Company.¹ The Company denies any liability whatsoever. The Company enters into this Agreement to reach a mutual agreement concerning Your separation from the Company.

7. **Non-Disparagement/Future Employment**. You shall not make any disparaging or defamatory statements, whether written or oral, regarding the Company;¹ provided, however, that nothing in this Section shall prohibit You from making truthful oral or written statements (a) in the exercise of Your 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), (b) in connection with Your cooperation in a government or administrative investigation, or (c) to reveal alleged criminal wrongdoing to law enforcement. You agree that the Company has no obligation to consider You for employment should You apply in the future. Section 6 is a material provision of the Agreement.

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8. **Restrictive Covenants.** You acknowledge and agree that (i) You have had access to Confidential Information, Trade Secrets and information concerning employees, Customers and Prospective Customers of the Company, (ii) the Trade Secrets and Confidential Information, and the relationship between the Company and each of its employees, Customers and Prospective Customers are valuable assets of the Company which may not be converted to Your own use, (iii) the names of Customers and Prospective Customers are considered Confidential Information of the Business which constitutes valuable, special and unique property of the Company, (iv) Customer and Prospective Customer lists, and Customer and Prospective Customer information, which have been compiled by the Company represent a material investment of the Company's time and money, and (v) the restrictions contained in this Section are reasonable and necessary to protect the legitimate business interests of the Company, and they shall not impair or infringe upon Your right to work or earn a living.

a. **Trade Secrets and Confidential Information.** You shall not: (i) use, disclose, reverse engineer, divulge, sell, exchange, furnish, give away or transfer in any way the Trade Secrets or the Confidential Information (including, without limitation, personal information concerning owners and members of the Company) for any purpose other than the Company's business, except as authorized in writing by the Company; (ii) retain Trade Secrets or Confidential Information, including any copies existing in any form (including electronic form) which are in Your possession or control, and/or (iii) destroy, delete or alter the Trade Secrets or Confidential Information without the Company's prior written consent. The obligations under this subsection shall: (1) with regard to the Trade Secrets, remain in effect as long as the information constitutes a trade secret under applicable law; and (2) 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 the 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 the foregoing, nothing in this Agreement shall prohibit You from (I) exercising Your 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), (II) cooperating in a government or administrative investigation, or (III) revealing alleged criminal wrongdoing to law enforcement.

b. **Non-Recruit of Employees.** During the Restricted Period, You shall not, directly or indirectly, solicit, recruit or induce any Employee to: (i) terminate his or her employment relationship with the Company, or (ii) work for any other person or entity engaged in the Business. The restrictions set forth in this subsection shall apply only to Employees (1) with whom You had Material Interaction, or (2) You, directly or indirectly, supervised.

c. **Non-Solicitation of Customers.** During the Restricted Period, You shall not, directly or indirectly, solicit any Customer of the 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: (i) with whom or which You dealt on behalf of the Company, (ii) whose dealings with the Company were coordinated or supervised by You, (iii) about whom You obtained Confidential Information in the ordinary course of business as a result of Your association with the Company, or (iv) who receive products or services authorized by the Company, the sale or provision of which results or resulted in compensation, commissions or earnings for You within two (2) years prior to the date of Your termination.

d. **Non-Solicitation of Prospective Customers.** During the Restricted Period, You shall not, directly or indirectly, solicit any Prospective Customer of the 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 Prospective Customers: (i) with whom or which You dealt on behalf of the Company, (ii) whose dealings with the Company were coordinated or supervised by You, or (iii) about whom You obtained Confidential Information in the ordinary course of business as a result of Your association with the Company.

e. **Non-Competition.** During the Restricted Period, You shall not, on Your own behalf or on behalf of any person or entity, engage in the Business within the Territory. For purposes of this subsection, the term "engage in the Business" shall include: (i) performing or participating in any of the same or substantially similar activities which You performed or in which You participated, in whole or in part, for or on behalf of the Company; (ii) performing activities or services about which You obtained Confidential Information or Trade Secrets as a result of Your association with the Company; and/or (iii) interfering with or negatively impacting the business relationship between the Company and a Customer, Prospective Customer or any other third party about whom You obtained Confidential Information or Trade Secrets as a result of Your association with the Company. For purposes of this subsection, "Territory" means within each of the following discrete, severable, geographic areas:

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i. any state in which You performed services for or on behalf of the Company during the last two (2) years of Your employment with the Company (or during Your employment if employed less than two (2) years); and

ii. the states of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming, as well as the District of Columbia); and

iii. the counties of Hudson, Bergen, Essex, Union; and

iv. the city of Secaucus, New Jersey; and

v. a fifteen (15) air mile radius of the Company's offices located at 1 Enterprise Ave N., Secaucus, NJ 07094.

f. **Definitions.** For purposes of this Section 7 only, capitalized terms shall be defined as follows:

i. "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 the Company within two (2) years prior to termination of Your employment with the 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: (A) Internet connectivity, (B) colocation services, (C) hosting services, (D) CDN services and (E) "Cloud" computing services.

ii. "Confidential Information" means: (1) information of the Company, to the extent not considered a Trade Secret under applicable law, that: (A) relates to the business of the Company, (B) was disclosed to You or of which You became aware of as a consequence of Your relationship with the Company, (D) possesses an element of value to the Company, and (D) is not generally known to the Company's competitors, and (2) information of any third party provided to the Company which the Company is obligated to treat as confidential, including, but not limited to, information provided to the Company by its licensors, suppliers or customers. Confidential Information includes, but is not limited to: (I) methods of operation, (II) price lists, (III) financial information and projections, (IV) personnel data, (V) future business plans, (VI) the composition, description, schematic or design of products, future products or equipment of the Company or any third party, (VII) advertising or marketing plans, (VIII) 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 the Company, and Customer and Prospective Customer information compiled by the Company, and (IX) personal information concerning owners and members of the 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, (y) has been independently developed and disclosed by others without violating this Agreement or the legal rights of any party, or (z) otherwise enters the public domain through lawful means.

iii. "Customer" means any person or entity to which the Company has sold its products or services.

iv. "Employee" means any person who: (1) is employed by the Company at the time of Your employment with the Company ends, or (2) was employed by the Company during the last year of Your employment with the Company.

v. "Material Interaction" means any interaction with an Employee which relates or related, directly or indirectly, to the performance of Your or the Employee's duties for the Company.

vi. "Prospective Customer" means any person or entity to which the Company has solicited to purchase the Company's products or services.

vii. "Restricted Period" means six (6) months after Your employment with the Company ends.

viii. "Trade Secrets" means information of the 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 (1) 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 (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

g. **Injunctive Relief.** If You breach any of the restrictions set forth in this Section 7, You agree that: (i) the Company would suffer irreparable harm; (ii) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by the Company; and (iii) if the Company seeks injunctive relief to enforce this Agreement, You shall waive and shall not (1) assert any defense that the Company has an adequate remedy at law with respect to the breach, (2) require that the Company submit proof of the economic value of any Trade Secret or Confidential Information, or (3) 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. If You breach any of the covenants contained in this Agreement, specifically Section 7, then the period of time during which the Your business activities are restricted under the terms of this Agreement shall be extended by a period of time equal to the period during which You are in breach of any of such covenants. If any Court should determine that any one or more of the restrictions contained in this Agreement are unreasonable in scope, time, or geography, it is the intent of the Parties that the Court should enforce such restrictions to the full extent permitted by law. Moreover, if any restriction should be voided or held unenforceable, it is intended that such provision be severable and the remainder of the provisions and the Agreement should survive and be fully enforceable.

h. **Independent Enforcement.** Each of the covenants set forth in this Section 7 of this Agreement shall be construed as an agreement independent of (i) each of the other covenants set forth in Section 7, (ii) any other agreements, or (iii) any other provision in this Agreement, and the existence of any claim or cause of action by You against the Company, whether predicated on this Agreement or otherwise, regardless of who was at fault and regardless of any claims that either You or the Company may have against the other, shall not constitute a defense to the enforcement by the Company of any of the covenants set forth in Section 7 above. The Company shall not be barred from enforcing any of the covenants set forth in Section 7 above by reason of any breach of (y) any other part of this Agreement, or (z) any other agreement with You. Section 7 and its subparts are a material provision of the Agreement.

9. **Confidentiality.** You acknowledge and agree that neither You nor anyone acting on Your behalf has made or will make any disclosures concerning the existence or terms of this Agreement to any person or entity, including, but not limited to, any representative of the media, Internet web page, social networking site, "blog" or "chat room," judicial or administrative agency or body, business entity or association, except: (a) Your spouse; (b) Your attorneys, accountants or financial advisors; or (c) any court or government agency pursuant to an official request by such government agency, court order or legally enforceable subpoena. If You are contacted, served or learn that You will be served with a subpoena to compel Your testimony or the production of documents concerning this Agreement or Your employment with the Company, You agree to immediately notify the Company's Vice President, Human Resources Department, by telephone and as soon as possible thereafter in writing. If You disclose the existence or terms of this Agreement pursuant to sub-clauses (a) or (b) of this paragraph, You shall inform such person or entity (i) of this confidentiality provision, and (ii) to maintain the same level of confidentiality required by this provision. Any breach of this provision by such person or entity shall be considered a breach by You. You may not use this Agreement as evidence, except in a proceeding in which a breach of this Agreement is alleged. Notwithstanding the foregoing, nothing in this Agreement shall prohibit You from (I) exercising Your 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), (II) cooperating in a government or administrative investigation, or (III) revealing alleged criminal wrongdoing to law enforcement. Section 8 is a material provision of the Agreement.

10. **Return of Company Property.** You shall immediately return to the Company all of the Company's property, including, but not limited to, computers, computer equipment, office equipment, 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, software, computer files, marketing and sales materials and any other property, record, document or piece of equipment belonging to the Company. You shall not (a) retain any copies of the Company's property, including any copies existing in electronic form, which are in Your possession, custody or control, or (b) 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. Section 9 is a material provision of the Agreement.

11. **Prohibited Post-Employment Activities.** You acknowledge and agree that, effective as of the Separation Date: (a) You removed any reference to the Company as Your current employer from any source You control, either directly or indirectly, including, but not limited to, any Social Media such as LinkedIn, Facebook, Google+, Twitter and/or Instagram, and (b) You are not permitted to represent Yourself as currently being employed by the Company to any person or entity, including, but not limited to, on any Social Media. For purposes of this Section, "Social Media" means any form of electronic communication (such as Web sites for social networking and micro blogging) through which users create online communities to share information, ideas, personal messages and other content, such as videos. Section 10 is a material provision of the Agreement.

12. **Attorneys' Fees.** In the event of litigation relating to this Agreement other than a challenge to the ADEA/OWBPA Waiver set forth in Section 4 above, the Company shall, if it is the prevailing party, be entitled to recover attorneys' fees and costs of litigation, in addition to all other remedies available at law or in equity.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties arising out of or relating to Your employment and the termination of that employment. The covenants set forth in Section 7 of this Agreement supersede any previous restrictive covenants entered into by the Parties. Other than the terms of this Agreement, no other representation, promise or agreement has been made with You to cause You to sign this Agreement.

14. **Governing Law/Consent to Jurisdiction.** The laws of the State of New Jersey shall govern this Agreement. If New Jersey's conflict of law rules would apply another state's laws, the Parties agree that New Jersey law shall still govern. You agree that any claim arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction in New Jersey. You consent to the personal jurisdiction of the state and/or federal courts located in New Jersey. You waive (i) any objection to jurisdiction or venue, or (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

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15. **Voluntary Agreement.** You acknowledge the validity of this Agreement and represent that You have the legal capacity to enter into this Agreement. You acknowledge and agree You have carefully read the Agreement, know and understand the terms and conditions, including its final and binding effect, and sign it voluntarily.

16. **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.

If the terms set forth in this Agreement are acceptable, please initial each page, sign below and return the signed original to the Vice President, Human Resources Department, on or before the 21st day after You receive this Agreement. If the Company does not receive a signed original on or before the 21st day after You receive this Agreement, then this offer is revoked and You shall not be entitled to the consideration set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

Internap Corporation

Robert Dennerlein

By: /s/ John Filipowicz

/s/ Robert Dennerlein

Its: Chief Administrative Officer

Date: June 11, 2018

Date: June 11, 2018

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INAP Names James C. Keeley Chief Financial Officer

RESTON, VA – June 11, 2018 – Internap Corporation (NASDAQ: INAP), a leading provider of high-performance data center services including colocation, cloud, and network services, announced the appointment of James C. Keeley as Chief Financial Officer, effective today. Mr. Keeley succeeds Robert M. Dennerlein, who will continue with INAP in a consulting capacity to effect a smooth transition until June 30, 2018.

“Jim is a strong financial leader and experienced in the telecom and data center sectors,” stated Peter D. Aquino, President and CEO. “As INAP continues to execute its business plan, we expect Jim’s contributions to enable the company to maintain its momentum. I look forward to teaming with Jim once again, as we had a very successful run together at Primus Telecommunications Group, Incorporated.”

Mr. Keeley has over 25 years of financial reporting and accounting experience with both private and public companies. Recent select positions include: Chief Financial Officer at Tahzoo, LLC, a privately held leading digital marketing and systems integrator; Financial Consultant and General Manager for satellite operations of Vonage Holdings Corporation, a publicly traded global communication services company, subsequent to Vonage’s acquisition of Icore Networks Inc, a privately held high-growth Unified Communications and Cloud Services business, where Mr. Keeley was CFO; positions of increasing responsibility at Primus Telecommunications Group, Incorporated (PTGi), a then publicly traded global telecommunications company, including Chief Accounting Officer and CFO and was CFO during Peter Aquino’s tenure as CEO. Mr. Keeley is a certified public accountant and holds a Bachelor of Science from Fairmont State College.

About INAP

Internap Corporation (NASDAQ:INAP) is a leading provider of high-performance data center services, including colocation, cloud and network. INAP partners with its customers, who range from the Fortune 500 to emerging start-ups, to create secure, scalable and reliable IT infrastructure solutions that meet the customer’s unique business requirements. INAP operates in 57 primarily Tier 3 data centers in 21 metropolitan markets and has 98 POPs around the world. INAP has over 1 million gross square feet under lease, with over 500,000 square feet of data center space. For more information, visit, www.inap.com.

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