

RESELLER ADDENDUM

This Reseller Addendum (this “**Addendum**”) forms a part of that certain Master Services Agreement (the “**Agreement**”) by and between Internap Corporation (“**INAP**”) and _____ (“**Customer**”). All capitalized terms not defined herein shall have the meanings set forth in the Agreement. Each of INAP and Customer may be referred to herein as a “**Party**” and together as the “**Parties**.”

1. **Services and Reselling.**

- 1.1. **License.** INAP hereby grants to Customer a non-exclusive license to market, promote and resell the Services to customers and/or clients of Customer (“**Reseller Customer(s)**”) which are indicated to be available for resale on the applicable Ordering Document and in accordance with the terms and conditions of the Agreement and this Addendum. For purposes of clarity, INAP may enter into similar agreements with other independent entities to resell or obtain orders for Services and to continue to offer such Services through INAP’s own sales divisions or otherwise at such prices or discounts as INAP may in its discretion determine.
- 1.2. **Cost of Reselling.** Customer will be solely responsible for all costs related to marketing, sales and promotion efforts as well as the procurement of the Services that Customer may incur in connection with its performance under the Agreement and this Addendum, including costs associated with operating its business and costs incurred in procuring, promoting, marketing, or soliciting orders from prospective customers.

2. **Customer’s Obligations.**

- 2.1. **No False Representation.** Customer will not make any representation or guarantee concerning INAP or the Services that are false, misleading, or inconsistent with any marketing or other materials (including price lists) published and otherwise supplied by INAP from time to time.
- 2.2. **Terms of Use.** Customer will ensure that its Reseller Customers comply with the Terms of Use and the Agreement. Customer shall at all times cooperate with INAP to prevent or to stop unauthorized or unlawful use or sales of Services or violations of the Terms of Use or the Agreement by Customer or Reseller Customers. Such cooperation will include but not be limited to the provision of relevant information concerning such unauthorized use or sales, and communication with Reseller Customers to the extent necessary for Customer to fulfill its obligations under the Agreement and this Addendum.
- 2.3. **Reseller Customer Agreements.** Customer agrees that it will, in every instance, resell the Services in accordance with written agreements with Reseller Customers (“**Reseller Customer Agreements**”) containing terms and conditions comparable, and in no event inconsistent with or contradictory to, the terms and conditions set forth in the Agreement.
- 2.4. **Customer Responsibility.** As between INAP and Customer, Customer is responsible for the conduct of Reseller Customers in connection with such Reseller Customers’ receipt or use of the Services. Customer is responsible, and agrees to indemnify, defend, hold harmless and reimburse INAP for, any losses, other costs or claims, or violations of law associated with use or abuse of the Services or violations of the Terms of Use or the Agreement by any Reseller Customers. Customer shall require that Reseller Customers agree to the Terms of Use before providing them with access to or use of the Services.
- 2.5. **Third Party Communications.** Customer will at all times act expeditiously to respond to third party communications pertaining to use of the Services by Reseller Customers, including but not limited to claims of abuse, infringement of intellectual property, or any violation or alleged violation of law. INAP may undertake whatever efforts it deems necessary in its sole discretion to protect its rights or the rights of others, including but not limited to the removal or disabling of access to content uploaded by Reseller Customers.
- 2.6. **Support.** As between INAP and Customer, Customer will be solely responsible for providing customer service, billing, and technical support to Reseller Customers. INAP will provide support to Customer as provided in the Service Level Agreement.
- 2.7. **SLA Credits and Other Remedies.** Customer will not authorize any Reseller Customer to seek payment of SLA Credits directly from INAP. In the event any Reseller Customer makes a claim against INAP for any SLA credits or any other remedy under the Agreement, any Schedule or any Service Level Agreement, Reseller will provide all required cooperation to communicate with Reseller Customer to fully resolve such issues.

3. **Customer Relationship.**

- 3.1. **No Employment.** Notwithstanding any other terms used by the parties to refer to the relation between them, nothing in this Addendum implies an employee or employer relationship between the parties.

- 3.2. **No Agency.** This Addendum will not be construed as authority for either party to represent or act for the other party in any agency or other similar capacity, or to make commitments of any kind for the account of or on behalf of the other, including accepting Service Orders or agreeing to or offering prices, terms, or conditions of sale that in any way differ from the current prices, terms, and conditions provided by INAP to Customer from time to time.
- 3.3. **Independent Contractor.** Nothing in this Addendum will be deemed to constitute a joint venture or partnership between the parties. Customer will hold itself out only as an independent contractor, and, in communications with third parties or Reseller Customer will do all that is reasonably necessary in the circumstances to convey that Customer is not authorized to bind INAP to any agreement, arrangement or other sort of commitment.
4. **Fees and Payment.** Customer shall at all times be fully responsible for the payment of all Fees due to INAP, regardless of whether any Reseller Customer is delinquent on any payment obligations to Customer.
5. **Sales Practices; Licenses.**
- 5.1. The Parties will safeguard and promote the reputation and business name of the other Party and will refrain from all conduct that would be harmful to such reputation or to the marketing of the Services or INAP, or inconsistent with the public interest; and each Party will avoid all unlawful, deceptive, misleading or unethical practices. Additionally:
- 5.1.1. For the term of the Agreement, INAP hereby grants to Customer a nonexclusive, limited, revocable license to use the trademarks and service marks that INAP uses in connection with its Services (“Marks”), for purposes of Customer’s promotion of the Services as permitted in the Addendum. Before Customer uses any Mark, it will submit such proposed use in writing to INAP for approval. The rights granted in this section are conditioned upon written approval by INAP of the intended usage of the Marks. At all times during the term of the Agreement, Customer must use the Marks in a manner and pursuant to quality standards as established by INAP, and Customer will promptly discontinue any use not conforming to these standards upon receipt of notice by INAP. Customer will comply with all requests from INAP to inspect any use of the Marks by Customer for compliance its quality standards.
- 5.1.2. Upon termination of the Agreement, this Addendum, or any Services, Customer will immediately discontinue its use of the Marks.
- 5.1.3. For the term of the Agreement, INAP hereby grants to Customer a nonexclusive, limited, revocable license to copy, display and distribute marketing text and graphical images provided or made available by INAP for use by Customer in connection with the promotion of the Services as set forth in the Addendum.
- 5.1.4. INAP reserves all rights in its intellectual property that are not granted to Customer under to this Addendum, and Customer will not assert any implied rights to use or otherwise exercise any rights in any INAP intellectual property.
- 5.2. Nothing in the Agreement or this Addendum will obligate Customer to use the Marks in connection with the resale of the Services, and Customer is hereby authorized to present the Services as “white labeled” services using branding and marketing elements of Customer, in accordance with the remainder of the terms and conditions of the Agreement and this Addendum.
- 5.3. For the term of the Agreement and subject to Customer’s compliance with the terms and conditions of the Agreement and this Addendum, INAP hereby grants to Customer a nonexclusive, limited, revocable license to copy, display and distribute marketing text and graphical images provided or made available by INAP for use by Customer in connection with the promotion of the Services.
- 5.4. INAP reserves all rights in its intellectual property that are not expressly granted to Customer under this Section 5, and Customer will not assert any implied rights to use or otherwise exercise any rights in any INAP intellectual property. All use of INAP intellectual property will inure to the benefit of INAP.
6. **Miscellaneous.**
- 6.1. **Order of Precedence.** In the event of any conflict between this Addendum and the Agreement, precedence will be given to this Addendum. This Addendum executed by the Parties supersedes and replaces in their entirety any and all other prior and contemporaneous agreements, arrangements, promises, covenants, or undertakings, whether oral, written, or implied, if any, between the Parties hereto with respect to the subject matter hereof.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, INAP and Customer, intending to be legally bound, have caused this Addendum to be executed by their authorized representatives as of the Effective Date. By signing below, each of INAP and Customer agree that it has read and fully understands all terms included in the attached documents and agrees and accepts all of the foregoing.

Internap Corporation:

Customer:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date