

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

GLOWPOINT, INC.

Form: 8-K

Date Filed: 2019-07-25

Corporate Issuer CIK: 746210

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): July 19, 2019

GLOWPOINT, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

001-35376
(Commission File Number)

77-0312442
(IRS Employer
Identification No.)

999 18th Street, Suite 1350S
Denver, Colorado 80202
(Address of principal executive offices, zip code)

(303) 640-3838
(Registrant's telephone number, including area code)
(Former name or former address, if changed since last report.)

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

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

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.0001 per share	GLOW	NYSE American

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 1.01 Entry into a Material Definitive Agreement.

Representation Agreement

On July 19, 2019, Glowpoint, Inc. (the “**Company**”) entered into a Representation Agreement (the “**Representation Agreement**”) with certain stockholders of the Company comprised of Jason Adelman, Cass Adelman and certain of their affiliates (collectively, the “**Stockholders**”) regarding the nomination of Jason Adelman and Richard Ramlall to the Board of Directors (the “**Board**”) of the Company and related matters. The Representation Agreement contains customary covenants of the Company regarding the nomination of Jason Adelman and Richard Ramlall to the Board and customary standstill obligations of the Stockholders. The Representation Agreement will terminate on the earlier to occur of the date of the 2020 Annual Meeting of the Company’s stockholders or the one year anniversary of the 2019 Annual Meeting of the Company’s stockholders.

The above description of the Representation Agreement and the transactions contemplated thereby is only a summary and does not purport to be complete and is qualified in its entirety by reference to the full text of the Representation Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Second Amended and Restated Employment Agreement of Peter Holst

Effective on July 19, 2019, the Company entered into a Second Amended and Restated Employment Agreement with Peter Holst, the Company’s Chief Executive Officer (the “**Amended Holst Agreement**”). The Amended Holst Agreement includes amendments to certain termination and severance provisions of Mr. Holst’s Amended and Restated Employment Agreement with the Company, dated January 28, 2016.

The above description of the Amended Holst Agreement and the transactions contemplated thereby is only a summary and does not purport to be complete and is qualified in its entirety by reference to the full text of the Amended Holst Agreement, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Amended and Restated Employment Agreement of David Clark

Effective on July 19, 2019, the Company entered into an Amended and Restated Employment Agreement with David Clark, the Company’s Chief Financial Officer (the “**Amended Clark Agreement**”). The Amended Clark Agreement includes amendments to certain termination and severance provisions of Mr. Clark’s Employment Agreement with the Company, dated March 25, 2013.

The above description of the Amended Clark Agreement and the transactions contemplated thereby is only a summary and does not purport to be complete and is qualified in its entirety by reference to the full text of the Amended Clark Agreement, a copy of which is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

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

On July 19, 2019, Patrick Lombardi submitted his resignation as a director of the Company and as the Chairman of the Board. On July 19, 2019, Kenneth Archer submitted his resignation as a director of the Company. Neither the resignation of Mr. Lombardi nor Mr. Archer was a result of any disagreement with the Company regarding any matter relating to its operations, policies or practices.

On July 19, 2019, in accordance with the Representation Agreement, the Board appointed each of Jason Adelman and Richard Ramlall as directors of the Company. In connection therewith, the Board appointed Mr. Adelman as a member of the Compensation Committee and the Nominating Committee of the Board, and appointed Mr. Ramlall as a member of the Audit Committee and the Nominating Committee of the Board. The Company expects that each of Messrs. Adelman and Ramlall will stand for election as a director by the Company’s stockholders at the 2019 Annual Meeting of the Company’s stockholders. In addition, in connection with the resignation of Messrs. Archer and Lombardi and the appointment of Messrs. Adelman and Ramlall to the Board, the Board (i) appointed Peter Holst, the Company’s President & CEO and a member of the Board, to serve as the Chairman of the Board; and (ii) appointed Jim Lusk, a member of the Board, to serve as Lead Independent Director of the Board.

There are no transactions involving the Company and any of Messrs. Adelman or Ramlall that the Company would be required to report pursuant to Item 404(a) of Regulation S-K.

Messrs. Adelman and Ramlall will receive pro-rated equity and cash compensation for 2019 in accordance with the Company's standard director compensation arrangements. The Company will also enter into an indemnification agreement with each of Messrs. Adelman and Ramlall in the form entered into with other directors and officers of the Company. The Company's standard form of indemnification agreement for officers and directors of the Company is filed as Exhibit 10.1 to the Company's Form 8-K filed with the Securities and Exchange Commission on June 2, 2014.

The information set forth under Item 1.01 of this Current Report on Form 8-K, as well as the text of the Representation Agreement, Amended Holst Agreement and Amended Clark Agreement, copies of which are filed as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K, and the text of the press release attached as Exhibit 99.1 to this Current Report on Form 8-K, are each incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On July 25, 2019, the Company issued a press release announcing the resignations of Messrs. Lombardi and Archer and the appointment of Messrs. Adelman and Ramlall to the Board. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

In accordance with General Instruction B.2 of Form 8-K, the information furnished under Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, is deemed to be "furnished" and shall not be deemed "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall such information and Exhibit be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<u>10.1</u>	Representation Agreement, dated July 19, 2019, by and among Glowpoint, Inc. and the Stockholders.
<u>10.2</u>	Second Amended and Restated Employment Agreement, by and between Glowpoint, Inc. and Peter Holst, dated July 19, 2019.
<u>10.3</u>	Amended and Restated Employment Agreement, by and between Glowpoint, Inc. and David Clark, dated July 19, 2019.
<u>99.1</u>	Press Release of Glowpoint, Inc. dated July 25, 2019.

SIGNATURE

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.

GLOWPOINT, INC.

Date: July 25, 2019

By: /s/ Peter Holst
Name: Peter Holst
Title: President & CEO

REPRESENTATION AGREEMENT

This Representation Agreement (this "Agreement") is made and entered into as of July 19, 2019, by and between Glowpoint, Inc., a Delaware corporation (the "Company"), and each of the stockholders set forth on Exhibit A attached hereto (collectively, "Investor") (the Company and Investor each a "Party" to this Agreement, and collectively, the "Parties").

RECITALS

WHEREAS, Investor has proposed two individuals for election by the Company's board of directors (the "Board") to fill vacancies on the Board arising from the resignation of two current members of the Board (the "Resignations"), and has communicated with the Company concerning other matters; and

WHEREAS, the Company and Investor have each determined to come to agreement with respect to the foregoing and certain other matters, as provided in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Board Composition and Related Matters.

(a) The Board agrees to elect each of Jason Adelman (such person, the Director Designee") and Richard Ramlall (such persons, the "Director Designees") to fill vacancies on the Board arising from the Resignations. The Company shall recommend, support and solicit proxies at the 2019 Annual Meeting of the Company's Stockholders (including any adjournments or postponements thereof, the "2019 Annual Meeting") for the re-election of each of Jason Adelman and Richard Ramlall together with three other directors selected by the Board.

(b) Effective as of the execution of this Agreement, Investor, on behalf of itself and its Affiliates (as defined in Section 9), hereby agrees that it shall not, and that it and any of its Affiliates shall not, (i) nominate or recommend for nomination any person for election to the Board on or prior to the Expiration Date, directly or indirectly; (ii) initiate or participate in any proposal or "withhold" or similar campaign with respect to any annual or special meeting of the Company's stockholders occurring on or prior to the Expiration Date, directly or indirectly; or (iii) publicly or privately encourage or support any other stockholder to take, or support in the taking of, any of the actions or matters described in this Section 1(b). Each of the Company and Investor agrees and acknowledges that the Director Designees (i) shall be required to, for so long as such Director Designee serves on the Board, comply with (and shall also be entitled to all rights and benefits under) all policies, procedures, processes, codes, rules, standards and guidelines applicable to all non-executive members of the Board including, without limitation, as to confidentiality and trading in the Company's securities as may be in effect from time to time (collectively, the "Company Policies") and that are not discriminately targeted towards, or selectively enforced against, such Director Designee, copies of the current versions of which have been provided to the Director Designees; (ii) shall have the same rights and benefits, including with respect to insurance, indemnification (including indemnification agreements), exculpation, compensation and fees, as are applicable to all non-executive directors of the Company; and (iii) has completed the Company's standard director and officer questionnaire and other reasonable and customary director onboarding documentation required to be completed by the Company's other non-management directors in connection with the election of Board members.

(c) Investor agrees to appear in person or by proxy at the 2019 Annual Meeting and to vote, or cause to be voted, all shares of the Company's common stock, par value \$0.0001 per share (the "Common Stock"), and all other shares of the Company's capital stock entitled to vote generally in the election of directors (collectively with the Common Stock, the "Voting Capital Stock"), in each case over which the Investor has voting power as of the record date for the 2019 Annual Meeting for the proposals recommended by the Board.

(d) From the date of this Agreement until the Expiration Date or until such earlier time as the restrictions in this Section 1(d) terminate as provided herein, Investor agrees to vote the Voting Capital Stock, in each case over which the Investor has voting power as of the record date for the proposals recommended by the Board. Additionally, the Investor agrees that it shall not:

(i) solicit proxies or written consents of stockholders or conduct or participate in any other type of referendum or campaign (binding or non-binding) with respect to, or from the holders of, the Voting Capital Stock, other than on matters recommended by the Board.

(ii) seek, directly or indirectly, other than in conjunction with his participation on the Board or any committee thereof, to manage, direct, manipulate or affect any executive officer of the Company in the performance of his or her powers and/or duties or otherwise, including in the general supervision and management of the business and operations of the Company, the hiring and managing of employees or counsel or accounting, financial, legal or other advisors to the Company; or

(iii) seek or request permission to do any of the foregoing, make any request to amend, waive or terminate any provision of this Section 1 (including, without limitation, this Section 1(d)), or make or seek permission to make any public announcement with respect to any of the foregoing; provided that Investor may make a confidential request to the Chairman or to the Chief Executive Officer that the Company amend or waive the terms of this Agreement in a manner that would not be reasonably likely to require public disclosure by the Company or Investor; provided that the restrictions in this Section 1(d) shall terminate automatically upon the earliest of (i) upon five (5) Business days' prior written notice delivered by Investor to the Company for (x) the Board's failure to elect or nominate the Director Designees in accordance with Section 1(a), or (y) a material breach by the Company of its obligations in Section 1(a), but, in each of cases (x) or (y), only if such failure or breach has not been cured within such notice period, or (ii) the Expiration Date.

(e) Subject to the foregoing, prior to the Expiration Date, the Parties and their Affiliates agree to refrain from making any publicly disparaging statements, verbally or in writing. Nothing in Section 1(d) or Section 1(e) shall (1) prevent the Parties or any of their respective Affiliates from (w) bringing litigation to enforce the provisions of this Agreement, (x) making counterclaims with respect to any proceeding initiated by, or on behalf of, a Party or its Affiliates against the other Party hereto or its Affiliates, (y) bringing bona fide commercial disputes that do not relate to the subject matter of this Agreement; or (z) exercising statutory appraisal rights; (2) restrict the ability of any Person (x) to comply with any subpoena or other legal process or respond to a request for information from any governmental authority with jurisdiction over the Party from whom information is sought, or (y) to respond proportionately to any statement made by the other Party or any of its Affiliates, managing members, directors, officers, advisory board members, partners (other than partners who are solely limited partners), employees, agents or representatives which, in the reasonable view of outside counsel, is in violation of Section 1(e); (3) prevent Investor or any of its Affiliates from making public or private statements commenting on any Extraordinary Transaction (including any statement stating whether Investor is in favor of or against any potential Extraordinary Transaction) announced by or in respect of the Company; or (4) prohibit either Director Designee from (x) voting for or against any matter or making any statement at any meeting of the Board or of any committee thereof, or (y) making any private statement to any executive officer of the Company or any other director of the Company, in each case, in his capacity as a director.

(f) During the term of this Agreement, the Company shall not take any action to remove, or cause to be removed, a Director Designee other than for cause (as such term has been interpreted under the laws of Delaware for purposes of Section 141(k) of the Delaware General Corporation Law).

2. Representations and Warranties of the Company. The Company represents and warrants to Investor that (a) the Company has the corporate power and authority to execute this Agreement and to bind it thereto, (b) this Agreement has been duly and validly authorized, executed and delivered by the Company, and is a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement

thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles and (c) the execution, delivery and performance of this Agreement by the Company does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to the Company, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which the Company is a party or by which it is bound.

3. Representations and Warranties of Investor. Investor represents and warrants to the Company that this Agreement (a) has been duly authorized, executed and delivered by Investor, is a valid and binding obligation of Investor, enforceable against Investor in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles and (b) the execution, delivery and performance of this Agreement by Investor does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to Investor, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which Investor is a party or by which it is bound.

4. Fees and Expenses. Each Party understands and agrees that each Party will be solely responsible for all fees and expenses incurred by it in connection with the preparation of this Agreement.

5. Specific Performance; Remedies. Each Party acknowledges and agrees that irreparable injury to the other Party would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that money damages are not an adequate remedy for such a breach. Accordingly, the Parties hereby agree that in the event of any breach or threatened breach by one of the Parties of any of its respective covenants or obligations set forth in this Agreement, the other Party shall be entitled to an injunction or injunctions to prevent or restrain breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the other under this Agreement. Each Party hereby agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by such Party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Agreement; provided, however, that nothing in this Agreement shall prevent a Party from raising equitable defenses in any such proceeding. Each Party agrees to waive any bonding requirement under any applicable law in the case any other Party seeks to enforce the terms of this Agreement by way of equitable relief.

6. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the Parties that the Parties would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, void or unenforceable. In addition, the Parties agree to use their reasonable best efforts to agree upon and substitute a valid, enforceable and substantively consistent term, provision, covenant or restriction for any of such that is held invalid, void or unenforceable by a court of competent jurisdiction.

7. Notices. Any notices, consents, determinations, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; or (ii) one (1) Business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the Party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company:

Glowpoint, Inc.
999 18th Street, Suite 1350S
Denver, Colorado 80202
Facsimile No.: (866) 703-2089
Attention: Peter Holst, President & CEO

with copies (which shall not constitute notice) to:

Arnold & Porter Kaye Scholer LLP
370 Seventeenth Street, Suite 4400
Denver, Colorado 80202
Facsimile No.: (303) 832-0428
Attention: Ron Levine, Esq. (ron.levine@arnoldporter.com)

If to Investor:

Jason Adelman

8. Applicable Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Any legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be commenced in the Court of Chancery of the State of Delaware (or, if any such court declines to accept jurisdiction over a particular matter, any state or federal court located in Delaware). Each Party: (i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in Delaware (and each appellate court related thereto) in connection with any such legal proceeding; (ii) agrees that each state and federal court located in Delaware shall be deemed to be a convenient forum; and (iii) agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state or federal court located in Delaware, any claim that such Party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY CLAIM, ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.

9. Affiliates. The obligations of the Parties herein shall be understood to apply to each of their Affiliates. The Parties shall cause their Affiliates provided that, the foregoing notwithstanding, the Parties shall be severally responsible for any breach or failure to comply on the part of any of their Affiliates. As used in this Agreement, the terms "Affiliate" shall have the meaning set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act, and shall include all Persons or entities that, at any time during the term of this Agreement, become Affiliates of any person or entity referred to in this Agreement (provided that (i) "Affiliate" shall not include any entity whose equity securities are registered under the Exchange Act (or are publicly traded in a foreign jurisdiction), (ii) any business entity of which any Director Designee is a member of the

board of directors (or similar governing body) shall not be deemed to be an "Affiliate" of Investor or its Affiliates solely due to such relationship, unless Investor or such Affiliate otherwise controls such entity (as the term "control" is defined in Rule 12b-2 promulgated by the SEC under the Exchange Act), (iii) no entity shall be an Associate solely by reason of clause (1) of the definition of Associate in Rule 12b-2 if it is not otherwise an Affiliate and (iv) Investor and its Affiliates, on the one hand, and the Company and its Affiliates, on the other hand, shall not be deemed to be "Affiliates" of one another). Each of Investor and the Company shall be responsible for any breach of the terms of this Agreement by such Persons, as applicable.

10. Termination. This Agreement shall terminate on the earlier to occur of (i) the day on which the 2020 Annual Meeting of the Company's Stockholders is held, (ii) 12 months following the 2019 Annual Meeting of the Company's Stockholders or (iii) the mutual written agreement of the Parties (the date of any such termination under clause (i), (ii) or (iii), the "Expiration Date"), provided that nothing herein shall relieve any Party of liability for intentional and material breach.

11. Certain Other Defined Terms. "Person" shall be interpreted broadly to include, among others, any individual, general or limited partnership, corporation, limited liability or unlimited liability company, joint venture, estate, trust, group, association or other entity of any kind or structure. "Beneficially own", "beneficially owned" and "beneficial ownership" shall have the meaning set forth in Rules 13d-3 and 13d-5(b)(1) promulgated under the Exchange Act. "Business day" shall mean any day other than a Saturday, Sunday or a day on which the Federal Reserve Bank of New York is closed. "Extraordinary Transaction" means (i) any tender or exchange offer (by a Person other than Investor or an Affiliate thereof) which, if consummated, would result in the acquisition by any Person or group of more than 50% of the outstanding Common Stock of the Company, where the Company files a Schedule 14D-9 (or any amendment thereto), other than a "stop, look and listen" communication by the Company pursuant to Rule 14d-9(f) promulgated under the Exchange Act, that does not recommend that the Company's stockholders reject such tender or exchange offer, or (ii) any merger, consolidation, acquisition, business combination, recapitalization, reorganization, restructuring, liquidation, dissolution, sale or other similar transaction outside the ordinary course of business, in each case, involving the Company or any of its subsidiaries or its or their securities or assets that would result in the acquisition by any Person or group of more than 50% of the Common Stock or assets of the Company.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to the other Party (including by means of electronic delivery). The paragraph headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

13. Entire Agreement; Amendment and Waiver; Successors and Assigns; Third-Party Beneficiaries. This Agreement contains the entire understanding of the Parties hereto with respect to its subject matter. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings between the Parties other than those expressly set forth herein. No modifications of this Agreement can be made except in writing signed by an authorized representative of each of the Parties. No failure on the part of either Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Time is of the essence in the performance of this Agreement. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. The terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors, heirs, executors, legal representatives and permitted assigns. No Party shall assign this Agreement or any rights or obligations hereunder without, with respect to either Party, the prior written consent of the other Party. This Agreement is solely for the benefit of the Parties hereto and is not enforceable by any other persons.

14. Interpretation. Each of the Parties acknowledges that it has had the opportunity to be represented by counsel of its choice throughout all negotiations that have preceded the execution of this

Agreement, and that it has executed this Agreement with the advice of such counsel. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any Party that drafted or prepared it is of no application and is hereby expressly waived by each of the Parties, and any controversy over interpretations of this Agreement shall be decided without regard to events of drafting or preparation. The term "including" shall in all instances be deemed to mean "including without limitation."

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized signatories of the Parties as of the date first above written.

GLOWPOINT, INC.

By: /s/ Peter Holst
Name: Peter Holst
Title: President & CEO

Signature Page to Representation Agreement

/s/ Jason Adelman
Jason Adelman

/s/ Cass Adelman
Cass Adelman

JTA Resources LLC Retirement Plan

By: /s/ Jason Adelman
Name: Jason Adelman
Title: Authorized Person

JTA Resources LLC 401K Plan

By: /s/ Jason Adelman
Name: Jason Adelman
Title: Authorized Person

Cipher 06, LLC

By: /s/ Jason Adelman
Name: Jason Adelman
Title: Managing Member

Signature Page to Representation Agreement

EXHIBIT A
SCHEDULE OF INVESTORS

1. Jason Adelman
2. Cass Adelman
3. JTA Resources LLC Retirement
Plan
4. JTA Resources LLC 401K
Plan
5. Cipher 06, LLC

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of July 19, 2019 (the "Amendment Date"), by and between Glowpoint, Inc., a Delaware corporation (the "Company"), and Peter J. Holst, an individual ("Executive"). Executive and the Company are referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Executive and the Company were parties to that certain Employment Agreement, dated January 13, 2013 (the "Initial Employment Agreement");

WHEREAS, on January 28, 2016, Executive and the Company entered into that certain Amended and Restated Employment Agreement (the "First A&R Employment Agreement"), which amended and restated the Initial Employment Agreement in its entirety; and

WHEREAS, Executive and the Company intend to amend and restate the First A&R Employment Agreement in its entirety on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Employment; Employment Term.**

(a) **Employment.** Subject to the termination provisions of Section 3, the Company shall employ Executive as the Chief Executive Officer and President from January 13, 2013 (the "Effective Date") until December 31, 2014 (the "Initial Term"). If either Executive or the Company does not provide the other Party with written notice of non-renewal of this Agreement at least sixty (60) days prior to expiration, then this Agreement shall automatically renew for additional one-year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term"). If either Executive or the Company does provide the other Party with written notice of non-renewal of this Agreement at least sixty (60) days prior to expiration of the then current Term, then this Agreement shall automatically expire as of the expiration date for such Term (an "Expiration Event"). Notwithstanding the foregoing, either the Company or Executive may terminate Executive's employment hereunder at any time, for any reason or no reason at all so long as they comply with the terms of this Agreement.

(b) **Position.** Executive is employed by the Company to render services to the Company in the position of President and Chief Executive Officer. Executive shall perform such duties and responsibilities as are normally related to such position in accordance with the standards of the industry and any additional duties consistent with his position now or hereafter assigned to Executive by the Board of Directors of the Company (the "Board"). Executive shall abide by the written rules, regulations and policies of the Company as adopted or modified from time to time in the Company's reasonable discretion. Executive shall be entitled to use his discretion with regard to where he is present to carry out his duties.

(c) **Other Activities.** Executive shall devote his full business time, attention and skill to perform any assigned duties, services and responsibilities, consistent with the position of President and Chief Executive Officer, while employed by the Company, for the furtherance of the Company's business, in a diligent, loyal and conscientious manner. Except upon the prior written consent of the Board, Executive will not, during the Term: (a) accept any other employment; or (b) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that interferes with Executive's duties and responsibilities hereunder or creates a conflict of interest with the Company; provided, however, that in no event shall this sentence prohibit Executive from performing personal and charitable activities, or from serving on one or more board of directors or board of advisors, so long as the Board reasonably concludes such activities do not materially and adversely interfere with Executive's duties for the Company. Executive shall request consent from the Company's Board to join any other board of directors, which consent shall not be unreasonably withheld.

(d) **No Conflict.** Executive represents and warrants that Executive's execution of this Agreement, Executive's employment with the Company, and the performance of Executive's proposed duties under this Agreement will not violate any obligations Executive may have to any other employer, person or entity, including any obligations with respect to proprietary or confidential information of any other person or entity.

2. Compensation.

(a) **Salary.** While Executive is employed by the Company hereunder, the Company will pay Executive an annualized base salary of One Hundred Ninety Nine Thousand Eight Hundred Seventy Five Dollars (\$199,875), payable on a twice monthly basis during the Term, until the earlier of the expiration of the Term or the date on which Executive's employment is terminated in accordance with the terms of this Agreement (the "Base Cash Compensation"). Executive's Base Cash Compensation shall be subject to annual review by the Board during the Term and may be increased in the Board's reasonable discretion; provided, however, that Executive's Base Cash Compensation in effect from time to time shall not be decreased without Executive's prior written consent.

(b) **Annual Bonus.** Executive and the Board will establish mutually agreed upon appropriate financial and non-financial goals and metrics applicable to Executive's performance under this Agreement. Such goals and metrics will be taken into consideration in determining the amount, if any, of Executive's annual bonus for such calendar year, which shall be determined by the Compensation Committee of the Board in its sole and absolute discretion. Executive's maximum annual bonus shall be 100% of his Base Cash Compensation of the relevant calendar year. Annual bonuses for all calendar years shall be made no later than March 15 following the calendar year for which the Employee earned the annual bonus. Executive shall have earned his annual bonus for a calendar year if Executive remains employed with the Company through December 31 of such calendar year.

(c) **Expenses.** The Company shall reimburse Executive for reasonable expenses incurred in the course of performing his duties. The Company shall also pay all reasonable costs associated with Executive's participation in any peer-to-peer membership organization for executive officers, business owners and executives of small- to mid-size businesses.

(d) **Equity Incentive Awards.** On the Effective Date, Executive was awarded the following equity incentive awards under the Company's 2007 Stock Incentive Plan:

(i) A stock option grant with a stated term of 10 years covering 875,000 shares of Company common stock, the strike price for which shall be the closing price of the shares on the trading day immediately preceding the Effective Date. These options shall vest over four (4) years, with 25% vesting on the one-year anniversary of the Effective Date and the remainder vesting in equal monthly installments over the remaining 36 months of such period on the monthly anniversary dates of the Effective Date; provided, however, that such grant shall vest in full upon a Change of Control or Corporate Transaction (each as defined below). The stock options shall, to the maximum possible under applicable law, be "incentive stock options" as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

(ii) A restricted stock grant covering 100,000 shares of Company common stock, vesting over four (4) years, with 25% vesting on the one-year anniversary of the Effective Date and the remainder vesting in equal monthly installments over the remaining 36 months of such period on the monthly anniversary dates of the Effective Date; provided, however, that such grant shall vest in full upon a Change of Control or Corporate Transaction (each as defined below).

(iii) The Company shall permit Executive to satisfy any tax withholding obligation due with respect to the equity incentive grants described above, and with respect to any stock issuable to Executive pursuant to Exhibit A to the Initial Employment Agreement, by having the Company withhold from the shares issuable a number of shares having a fair market value equal to the tax withholdings due, and having the Company remit the withholding amount to the relevant taxing authorities in cash.

(e) **Benefits.** While Executive is employed by the Company hereunder, the Company shall provide for Executive's participation in all the benefits, benefit programs and perquisites on substantially the same basis as the benefits, benefit programs and perquisites offered to executive officers of the Company.

(f) **Vacation.** The Company shall provide Executive with four (4) weeks of paid vacation per each calendar year.

3. Termination.

(a) Upon termination of Executive's employment with the Company for any reason other than for Cause, Executive will be entitled to payment (or reimbursement to Executive) of the COBRA premiums for continuation of coverage for Executive and his eligible dependents under the Company's then existing medical, dental and prescription insurance plans for a

period of twelve (12) months from the date of termination of employment (or if Executive is not eligible for such coverage under COBRA during any portion of such twelve (12) month period, then the Company shall pay to Executive an amount equal to the premium which the Company would otherwise have been obligated to pay to provide COBRA coverage for Executive and his eligible dependents during such period) (the "COBRA Benefits"). All such COBRA Benefits shall be payable on the first day of each month.

(b) The Company may terminate this Agreement, all of the Company's obligations under this Agreement, and Executive's employment hereunder for "Cause," by written notice to Executive, upon the occurrence of any one of the following on the part of Executive: (i) fraud, embezzlement, or conviction of a felony; (ii) substantial, continuing and willful failure to render services in accordance with the terms of this Agreement after thirty (30) days of advance written notice and opportunity for cure; (iii) material breach of any of Executive's material covenants contained in this Agreement after thirty (30) days of advance written notice and opportunity for cure; (iv) voluntary termination by Executive prior to the end of the Term without Good Reason (as defined below); or (v) knowing and intentional violation of any lawful, written Company policies regarding alcohol or drug usage. At least thirty (30) days prior to termination for Cause under clause (ii) or (iii) above, the Company will provide notice which shall identify in reasonable detail the facts supporting its action and will allow Executive an opportunity within that period of time to cure. In the event of any termination of this Agreement, including a termination for Cause, in addition to the COBRA Benefits payable to Executive under Section 3(a) of this Agreement, the Company shall pay to Executive any unpaid Base Cash Compensation or bonuses earned by Executive through the date of termination and any compensation previously deferred by the Executive (together with any accrued interest or earnings thereon) and any accrued vacation pay and benefits, in each case to the extent not theretofore paid (the "Accrued Obligations").

(c) In the event that this Agreement or Executive's employment with the Company is terminated (i) by the Company without Cause or by Executive for Good Reason (other than during the eighteen-month period following a Change in Control), or (ii) as a result of the expiration of the Term caused by the Company's election not to renew this Agreement prior to the end of the Term, then, subject to the terms of this Section 3(c) and in addition to the Accrued Obligations and the COBRA Benefits payable to Executive under Section 3(a)-(b), (i) the Company will pay to Executive an additional amount equal to twelve months of Executive's Base Cash Compensation in effect immediately prior to such termination, plus 100% of Executive's maximum annual target bonus payable for the calendar year during which such termination occurs (collectively, the "Severance"), and (ii) all (100%) of Executive's then-unvested shares of restricted stock and Restricted Stock Units shall automatically and fully vest, to the extent not then already vested, as of the date of such termination of employment (the "Vesting"). Notwithstanding anything else in this Agreement to the contrary, the Company shall be obligated to pay the Severance and the Vesting shall occur hereunder only so long as Executive is not in material breach of any of the covenants, terms or provisions of Section 4 or Section 5 of this Agreement. In all cases, the Severance shall be paid in equal installments over a period of twelve months in accordance with the Company's normal payroll practices, commencing on the first regularly scheduled payroll date following the Executive's termination of employment. To the extent any award agreement governing any restricted stock or Restricted Stock Units does not provide for the Vesting, or includes provisions contrary to the terms of the Vesting as set forth in this Section 3(c), this Section 3(c) shall control and such award agreement shall be expressly amended hereby to provide for the Vesting.

(d) If at any time during the eighteen-month period following a Change in Control, this Agreement or Executive's employment with the Company is terminated (i) by the Company without Cause or by Executive for Good Reason, or (ii) as a result of the expiration of the Term caused by the Company's election not to renew this Agreement prior to the end of the Term, then, subject to the terms of this Section 3(d) and in addition to the Accrued Obligations and the COBRA Benefits payable to Executive under Section 3(a)-(b), (i) the Company will pay to Executive an additional amount equal to (A) twenty-four months of Executive's Base Cash Compensation in effect immediately prior to the effective date of termination, plus (B) 100% of Executive's maximum annual target bonus amount for the calendar year during which termination of Executive's employment occurs, plus (C) the pro-rated portion (determined on the basis of the number of days during which Executive served during the applicable calendar year prior to the effective date of termination) of Executive's maximum annual target bonus amount for the calendar year in which the effective date of termination occurs (collectively, the "Change in Control Severance"); and (ii) eighty percent (80%) of Executive's then-unvested shares of restricted stock and Restricted Stock Units shall automatically and fully vest, to the extent not then already vested, as of the date of such termination of employment (the "Change in Control Vesting"). Notwithstanding anything else in this Agreement to the contrary, the Company shall be obligated to pay the Change in Control Severance and the Change in Control Vesting shall occur hereunder only so long as Executive is not in material breach of any of the covenants, terms or provisions of Section 4 or Section 5 of this Agreement. In all cases, the Change in Control Severance shall be paid in equal installments over a period of twenty-four months in accordance with the Company's normal payroll practices, commencing on the first regularly scheduled payroll date following the Executive's termination of employment. To the extent any award agreement governing any restricted stock or Restricted Stock Units does not provide for the Change in Control Vesting, or includes provisions contrary to the terms of the Change in Control Vesting as set forth in this Section 3(d), this Section 3(d) shall control and such award agreement shall be expressly amended hereby to provide for the Change in Control Vesting.

(e) If at any time during the six-month period following the date hereof (the "July 2019 Severance Period") Executive's employment with the Company is terminated (i) by the Company without Cause or by Executive with or without Good Reason, or (ii) as a result of the expiration of the Term caused by the Company's election not to renew this Agreement prior to the end of the Term, then, subject to the terms of this Section 3(e) and in addition to the Accrued Obligations and the COBRA Benefits payable to Executive under Section 3(a)-(b), the Company will pay to Executive an additional amount equal to (A) six months of Executive's Base Cash Compensation in effect immediately prior to the effective date of termination, plus (B) 50% of Executive's maximum annual target bonus amount for the calendar year during which termination of Executive's employment occurs, plus (C) the pro-rated portion (determined on the basis of the number of days during which Executive served during the applicable calendar year prior to the effective date of termination) of Executive's maximum annual target bonus amount for the calendar year in which the effective date of termination occurs (collectively, the "July 2019 Severance"), and (ii) eighty percent (80%) of Executive's then-unvested shares of restricted stock and Restricted Stock Units shall automatically and fully vest, to the extent not then already vested, as of the date of such termination of employment (the "July 2019 Vesting"). Notwithstanding anything else in this Agreement to the contrary, the Company shall be obligated to pay the July 2019 Severance and the July 2019 Vesting shall occur hereunder only so long as Executive is not in material breach of any of the covenants, terms or provisions of Section 4 or Section 5 of this Agreement. In all cases, the July 2019 Severance shall be paid in equal installments over a period of six months in accordance with the Company's normal payroll practices, commencing on the first regularly scheduled payroll date following the Executive's termination of employment. To the extent any award agreement governing any restricted stock or Restricted Stock Units does not provide for the July 2019 Vesting, or includes provisions contrary to the terms of the July 2019 Vesting as set forth in this Section 3(e), this Section 3(e) shall control and such award agreement shall be expressly amended hereby to provide for the July 2019 Vesting. Notwithstanding the foregoing, if, at any time during the July 2019 Severance Period, Section 3(c) or (d) applies to a termination of Executive's employment with the Company, such Section 3(c) or (d), as applicable, shall apply and supersede the terms of this Section 3(e) in full, and Executive shall be entitled to the provisions of such Section 3(c) or (d), as applicable.

(f) For purpose of this Agreement, the term "Change in Control" shall have the meaning ascribed to such term in the Company's 2014 Equity Incentive Plan, as in effect on the Amendment Date.

(g) For purposes of this Agreement, "Good Reason" shall mean that Executive has severed his employment relationship with the Company based upon (i) the occurrence of any failure by the Company to pay any salary or other compensation or benefit when due and owing; (ii) the assignment to Executive by the Company of duties materially inconsistent with, or a material diminution of, Executive's authority, title, duties, or responsibilities as set forth in this Agreement, including, for the avoidance of doubt (a) any change requiring Executive to report to anyone other than the Board (or following a Change in Control, the parent company's Board of Directors) or any other change in the nature of Executive's reporting relationships or requirements, (b) any change in the Executive's authority with respect to the reporting relationship of the senior executive team or authority or ability to select outside legal counsel to the Company, the Company's independent auditor or any other outside accounting, financial or other advisor to the Company and (c) any disagreement with the Board with regard to strategic direction, acquisition, financing, or similar transactions; (iii) a material diminution in Executive's Base Cash Compensation or bonus opportunity under this Agreement; or (iv) the Company's requirement that the primary office that Executive is to perform services under this Agreement is at a location that is more than thirty (30) miles from Denver, Colorado. In the event of any circumstance described in this Section 3(g), Good Reason shall not exist unless Executive provides written notice to the Company of his intention to terminate his employment for Good Reason within ninety (90) days after the occurrence of the event or circumstances which provided such basis.

(h) Notwithstanding anything contained herein to the contrary, Section 4 through Section 15 shall remain in effect and survive (i) the termination of this Agreement by either Party pursuant to Section 3 or otherwise, and (ii) the expiration of the Term.

4. **Non-Disclosure.** Except as required by the performance of his job duties, Executive shall not at any time or in any manner, directly or indirectly, use or disclose to any party other than the Company or an employee of the Company or as otherwise consented to in writing by the Company, any trade secrets or other Confidential Information (as defined below) learned or obtained by him while a stockholder, officer, director and/or employee of the Company; provided, however, that the Confidential Information shall not include any information or knowledge that: (i) is already generally publicly known or that subsequently becomes generally publicly known other than as a direct or indirect result of the breach of this Agreement by Executive or (ii) is lawfully required to be disclosed by any governmental agency or applicable law. As used herein, the term "Confidential Information" means information disclosed to or known by Executive as a consequence of his position with the Company or any of its affiliates and not generally known in the industry in which the Company or any of its affiliates is/are engaged and that in any way relates to the Company's or any of its affiliates' products, processes, services, inventions (whether patentable or not), formulas, techniques or know-how, including, but not limited to, information relating to distribution systems and methods, research, development, manufacturing, purchasing, accounting, engineering, marketing, merchandising and selling.

5. **Noncompetition, Non-Solicitation and Non-Disparagement.**

(a) **Noncompetition.** Executive acknowledges that in the course of his employment with the Company he will serve as a member of the Company's senior management and will become familiar with the Company's trade secrets and with other Confidential Information and that his services will be of special, unique and extraordinary value to the Company. Therefore, Executive agrees that, during the Term and for a period ending on the twelve (12) month anniversary of the date of termination of Executive's employment with the Company (the "Non-compete Period"), Executive shall not (except on behalf of the Company or with the prior written consent of the Company), within the Restricted Territory (The United States, Canada and any other jurisdiction in which the Company has conducted business during the Initial Term or the Renewal Term), (i) directly or indirectly own (except ownership of less than 5% of any class of securities which are listed for trading on any securities exchange or which are traded in the over-the-counter market), manage, control, participate in, consult with, render services for, or in any manner engage in the operation of a video network, video in the Cloud, video managed services, video conference suites or audio or video bridging services company or any material business conducted by the Company during the Term or (ii) own, manage, control, participate in, consult with, render services for or in any manner engage in or represent any business that is competitive with the business of the Company or any product of the Company, as such business is conducted as of the date of the Agreement or is conducted during the Service Term.

(b) **Non-Solicitation.** During the Non-compete Period, Executive shall not directly or indirectly through another person or entity (i) induce or attempt to induce any employee of the Company to leave the employ of the Company, or in any way interfere with the relationship between the Company and any employee thereof, or (ii) induce or attempt to induce any customer, supplier, licensee or other business relation of the Company to cease doing business with, or modify its business relationship with, the Company, or in any way interfere with or hinder the relationship between any such customer, supplier, licensee or business relation and the Company.

(c) **Non-Disparagement.** Executive agrees that during the Non-compete Period and after his employment with or engagement by the Company, he shall not make any false, defamatory or disparaging statements about the Company or its affiliates or the officers or directors of the Company or its affiliates.

6. **Specific Performance.** The Parties hereto agree that their rights hereunder are special and unique and that any violation of the covenants set forth in Sections 4 and 5 of this Agreement would not be adequately compensated by money damages, and each grants the other the right to specifically enforce (including injunctive relief where appropriate) the terms of the covenants set forth in Sections 4 and 5 of this Agreement in the Colorado State Courts, or in the United States District Court in Denver, Colorado. The Parties consent to such jurisdiction, agree that venue will be proper in such courts and waive any objections based upon forum non-conveniens. The choice of forum set forth in this Section 6 shall not be deemed to preclude the enforcement of any action under this Agreement in any other jurisdiction.

7. **Notices.** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (i) personally delivered, (ii) sent by certified or registered mail, return receipt requested, postage prepaid, (iii) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (iv) faxed, with receipt confirmed, addressed as follows:

(a) **If to Executive:**

Peter J. Holst
999 18th Street, Suite 1350S
Denver, Colorado 80202

(b) **If to the Company to:**

Glowpoint, Inc.
999 18th Street, Suite 1350S
Denver, Colorado 80202
Attn: Chairman of the Board of Directors

or such other persons or addresses as shall be furnished in writing by any Party to the other Party. A Notice shall be deemed to have been given as of the earliest to occur of the date when (i) personally delivered, (ii) five (5) days after the date when deposited with the United States mail properly addressed, (iii) when receipt of a Notice sent by an overnight delivery service is confirmed by such overnight delivery service, or (iv) when receipt of the fax is confirmed, as the case may be, unless the sending Party has actual knowledge that a Notice was not received by the intended recipient.

8. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Executive.

9. **LITIGATION. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF COLORADO, AND NO DOCTRINE OF CHOICE OF LAW SHALL BE USED TO APPLY ANY LAW OTHER THAN THAT OF COLORADO, AND NO DEFENSE, COUNTERCLAIM OR RIGHT OF SET-OFF GIVEN OR ALLOWED BY THE LAWS OF ANY OTHER STATE OR JURISDICTION, OR ARISING OUT OF THE ENACTMENT, MODIFICATION OR REPEAL OF ANY LAW, REGULATION, ORDINANCE OR DECREE OF ANY FOREIGN JURISDICTION, SHALL BE INTERPOSED IN ANY ACTION HEREON. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING TO ENFORCE OR ARISING OUT OF THIS AGREEMENT MAY BE COMMENCED IN THE COLORADO STATE COURTS, OR IN THE UNITED STATES DISTRICT COURT IN DENVER, COLORADO. THE PARTIES CONSENT TO SUCH JURISDICTION, AGREE THAT VENUE WILL BE PROPER IN SUCH COURTS AND WAIVE ANY OBJECTIONS BASED UPON FORUM NON CONVENIENS. THE CHOICE OF FORUM SET FORTH IN THIS SECTION 9 SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT OF ANY ACTION UNDER THIS AGREEMENT IN ANY OTHER JURISDICTION.**

10. **Severability.** The Company and Executive believe the covenants against competition contained in this Agreement are reasonable and fair in all respects, and are necessary to protect the interests of the Company. However, in case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement or any other jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

11. **Neutral Interpretation.** This Agreement constitutes the product of the negotiation of the Parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any Party based upon the source of the draftsmanship hereof.

12. **Waiver of Compliance; Consents.** Any failure of Executive to comply with any obligation, covenant, agreement or condition herein may be waived only in writing by the Company, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure or delay by the Company in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Whenever this Agreement requires or permits consent by or on behalf of the Company, any such written consent given by the Company shall be deemed given in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 12. No notice to or demand on Executive in any case shall entitle Executive to any other or further notice or demand in related or similar circumstances requiring such notice.

13. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein and may not be modified orally, but only by a writing signed by both Parties to this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law. This Agreement supersedes all prior agreements and understandings (whether oral or written) between the Parties with respect to such subject matter (specifically including, but not limited to, the Existing Employment Agreement).

14. **Section 409A.**

(a) It is the intention of the parties that compensation or benefits payable under this Agreement not be subject to the additional tax imposed pursuant to Section 409A of the Code and this Agreement shall be interpreted accordingly. To the extent such potential payments or benefits could become subject to additional tax under such Section, the parties shall cooperate to amend this Agreement with the goal of giving Executive the economic benefits described herein in a manner that

does not result in such tax being imposed. In no event, however, shall the Company be liable to Executive for any taxes, penalties, or interest that may be imposed on Executive as a result of the failure of this Agreement to comply with the requirements of Code Section 409A. The Company makes no representation or warranty as to whether the terms of the compensation or benefits payable under this Agreement satisfy the provisions of Section 409A of the Code.

(b) Each payment or benefit made pursuant to this Agreement shall be deemed to be a separate payment for purposes of Code Section 409A and each payment made in installments shall be treated as a series of separate payments for purposes of Code Section 409A, to the extent permitted under applicable law. In addition, payments or benefits shall be exempt from the requirements of Code Section 409A to the maximum extent possible as "short-term deferrals" pursuant to Treasury Regulation Section 1.409A-1(b)(4), as involuntary separation pay pursuant to Treasury Regulation Section 1.409A-1(b)(9)(iii), as exempt reimbursements under Treasury Regulation Section 1.409A-1(b)(9)(v), and/or under any other exemption that may be applicable, and this Agreement shall be construed accordingly.

(c) For purposes of this Agreement, phrases such as "date of termination" and "termination of employment," when used to describe when Severance is payable, shall be deemed to mean "separation from service," as defined in Section 409A of the Code and the Treasury Regulations thereunder.

(d) All taxable reimbursements provided hereunder that are deferred compensation subject to the requirements of Code Section 409A shall be made not later than the last day of the calendar year following the calendar year in which the expense was incurred. Any such taxable reimbursements or any taxable in-kind benefits provided in one calendar year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, nor are any such taxable reimbursement or taxable in-kind benefits subject to liquidation or exchange for any other benefit.

(e) If Executive is a specified employee within the meaning of Section 409A(a)(2)(B)(i) of the Code and would receive any payment sooner than 6 months after Executive's "separation from service" that, absent the application of this Section 14(e), would be subject to additional tax imposed pursuant to Section 409A of the Code as a result of Executive's status as a specified employee, then such payment shall instead be payable on the date that is five (5) days following the earliest to occur of (i) 6 months after Executive's "separation from service," or (ii) Executive's death.

15. **Golden Parachute Provisions.**

(a) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise) (a "Payment") including, by example and not by way of limitation, acceleration (by the Company or otherwise) of the date of vesting or payment of any equity award under any plan, program, arrangement or agreement of the Company, would be subject to the excise tax imposed by Code Section 4999 or any interest or penalties with respect to such excise tax (such excise tax together with any such interest and penalties, shall be referred to as the "Excise Tax"), then there shall be made a calculation under which such Payments provided to Executive are reduced to the extent necessary so that no portion thereof shall be subject to the Excise Tax (the "4999 Limit"). A comparison shall then be made between (A) Executive's Net After-Tax Benefit (as defined below) assuming application of the 4999 Limit; and (B) Executive's Net After-Tax Benefit without application of the 4999 Limit. If (B) exceeds (A), then no limit on the Payments shall be imposed by this Section 15. Otherwise, the amount payable to Executive shall be reduced so that no such Payment is subject to the Excise Tax. "Net After-Tax Benefit" shall mean the sum of (x) all payments that Executive receives or is entitled to receive that are in the nature of compensation and contingent on a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company within the meaning of Code Section 280G(b)(2) (either, a "Section 280G Transaction"), less (y) the amount of federal, state, local and employment taxes and Excise Tax (if any) imposed with respect to such payments.

(b) In the event that a reduction in Payments is required pursuant to this Section, then, except as provided below with respect to Payments that consist of health and welfare benefits, the reduction in Payments shall be implemented by determining the "Parachute Payment Ratio" (as defined below) for each Payment and then reducing the Payments in order beginning with the Payment with the highest Parachute Payment Ratio. For Payments with the same Parachute Payment Ratio, such Payments shall be reduced based on the time of payment of such Payments, with amounts being paid furthest in the future being reduced first. For Payments with the same Parachute Payment Ratio and the same time of payment, such Payments shall be reduced on a pro-rata basis (but not below zero) prior to reducing Payments next in order for reduction. For purposes of this Section, "Parachute Payment Ratio" shall mean a fraction, the numerator of which is the value of the applicable Payment as determined for purposes of Code Section 280G, and the denominator of which is the financial present value of such Parachute Payment, determined at the date such payment is treated as made for purposes of Code Section 280G (the "Valuation Date"). In determining the denominator for purposes of the preceding sentence (1) present values shall be determined using the same discount rate that applies for purposes

of discounting payments under Code Section 280G; (2) the financial value of payments shall be determined generally under Q&A 12, 13 and 14 of Treasury Regulation 1.280G-1; and (3) other reasonable valuation assumptions as determined by the Company shall be used. Notwithstanding the foregoing, Payments that consist of health and welfare benefits shall be reduced after all other Payments, with health and welfare Payments being made furthest in the future being reduced first. Upon any assertion by the Internal Revenue Service that any such Payment is subject to the Excise Tax, Executive shall be obligated to return to the Company any portion of the Payment determined by the Professional Services Firm to be necessary to appropriately reduce the Payment so as to avoid any such Excise Tax.

(c) All determinations required to be made under this Section 15, including whether and when a Payment is cut back pursuant to Section 15(a) and the amount of such cut-back, and the assumptions to be utilized in arriving at such determination, shall be made by a professional services firm designated by the Board that is experienced in performing calculations under Section 280G (the "Professional Services Firm") which shall provide detailed supporting calculations both to the Company and Executive. If the Professional Services Firm is serving as accountant or auditor for the individual, entity or group effecting the Section 280G Transaction, the Board shall appoint another qualified professional services firm to make the determinations required hereunder (which firm shall then be referred to as the Professional Services Firm hereunder) All fees and expenses of the Professional Services Firm shall be borne solely by the Company.

[Remainder of Page Intentionally Left Blank]

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

GLOWPOINT, INC.

By: /s/ David Clark

Name: David Clark

Title: Chief Financial Officer

EXECUTIVE:

/s/ Peter J. Holst

Name: Peter J. Holst

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of July 19, 2019 (the "Amendment Date"), by and between Glowpoint, Inc., a Delaware corporation (the "Company"), and David Clark, an individual (" Employee"). Employee and the Company are referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Executive and the Company are currently parties to that certain Employment Agreement, dated March 25, 2013 (as amended to date, the "Existing Employment Agreement"); and

WHEREAS, the Parties intend to amend and restate the Existing Employment Agreement in its entirety on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Employment; Employment Term.

(a) **Employment.** Subject to the termination provisions of Section 3, the Company shall employ Executive as the Chief Financial Officer from March 25, 2013 (the "Effective Date") until March 25, 2014 (the "Initial Term"). If either Executive or the Company does not provide the other Party with written notice of non-renewal of this Agreement at least sixty (60) days prior to expiration, then this Agreement shall automatically renew for additional one-year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term"). If either Executive or the Company does provide the other Party with written notice of non-renewal of this Agreement at least sixty (60) days prior to expiration of the then current Term, then this Agreement shall automatically expire as of the expiration date for such Term (an "Expiration Event"). Notwithstanding the foregoing, either the Company or Executive may terminate Executive's employment hereunder at any time, for any reason or no reason at all so long as they comply with the terms of this Agreement.

(b) **Position.** Executive is employed by the Company to render services to the Company in the position of Chief Financial Officer. Executive shall perform such duties and responsibilities as are normally related to such position in accordance with the standards of the industry and any additional duties consistent with his position now or hereafter assigned to Executive by the Company's CEO or the Board of Directors of the Company (the "Board"). Executive shall abide by the written rules, regulations and policies of the Company as adopted or modified from time to time in the Company's reasonable discretion. Executive shall be entitled to use his discretion with regard to where he is present to carry out his duties. It is anticipated that his duties will require him to work primarily from the Company's office in Denver, Colorado.

(c) **Other Activities.** Executive shall devote his full business time, attention and skill to perform any assigned duties, services and responsibilities, consistent with the position of Chief Financial Officer, while employed by the Company, for the furtherance of the Company's business, in a diligent, loyal and conscientious manner. Except upon the prior written consent of the Board, Executive will not, during the Term: (a) accept any other employment; or (b) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that interferes with Executive's duties and responsibilities hereunder or creates a conflict of interest with the Company; provided, however, that in no event shall this sentence prohibit Executive from performing personal and charitable activities, or from serving on one or more board of directors or board of advisors, so long as the Board reasonably concludes such activities do not materially and adversely interfere with Executive's duties for the Company. Executive shall request consent from the Company's Board to join any board of directors, which consent shall not be unreasonably withheld.

(d) **No Conflict.** Executive represents and warrants that Executive's execution of this Agreement, Executive's employment with the Company, and the performance of Executive's proposed duties under this Agreement will not violate any obligations Executive may have to any other employer, person or entity, including any obligations with respect to proprietary or confidential information of any other person or entity.

2. Compensation.

(a) **Salary.** While Executive is employed by the Company hereunder, the Company will pay Executive an annualized base salary of Two Hundred Twenty Thousand Dollars (\$220,000), payable on a twice monthly basis during the Term, until the earlier of the expiration of the Term or the date on which Executive's employment is terminated in accordance with the terms of this Agreement (the "Base Cash Compensation"). Executive's Base Cash Compensation shall be subject to

annual review by the Board during the Term and may be increased in the Board's reasonable discretion; provided, however, that Executive's Base Cash Compensation in effect from time to time shall not be decreased without Executive's prior written consent.

(b) **Bonuses.** Executive is also eligible to receive a bonus in an amount equal to 50% of base salary. This compensation will be based on company financial performance to plan (growth and income) with the determination of any such compensation in the sole discretion of the Compensation Committee. Payouts are made annually based on the Company's fiscal calendar year which ends December 31 each year.

(c) **Expenses.** The Company shall reimburse Executive for reasonable expenses incurred in the course of performing his duties. Unless otherwise approved by the Board, all domestic air travel shall be coach class.

(d) **Equity Incentive Awards.** On the Effective Date, Executive was awarded the following equity incentive awards under the Company's 2007 Stock Incentive Plan:

(i) A stock option grant with a stated term of 10 years covering 100,000 shares of Company common stock, the strike price for which shall be the closing price of the shares at the closing of the market on the Effective Date. These options shall vest over four (4) years, with 25% vesting on the one-year anniversary of the Effective Date and the remainder vesting in equal monthly installments over the remaining 36 months of such period on the monthly anniversary dates of the Effective Date; provided, however, that such grant shall vest in full upon a Change of Control or Corporate Transaction (each as defined below). The stock options shall, to the maximum possible under applicable law, be "incentive stock options" as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

(ii) A restricted stock grant covering 100,000 shares of Company common stock, vesting over four (4) years, with 25% vesting on the one-year anniversary of the Effective Date and the remainder vesting in equal monthly installments over the remaining 36 months of such period on the monthly anniversary dates of the Effective Date; provided, however, that such grant shall vest in full upon a Change of Control or Corporate Transaction (each as defined below).

(iii) The Company shall permit Executive to satisfy any tax withholding obligation due with respect to the equity incentive grants described above, and with respect to any stock issuable to Executive, by having the Company withhold from the shares issuable a number of shares having a fair market value equal to the tax withholdings due, and having the Company remit the withholding amount to the relevant taxing authorities in cash.

(e) **Benefits.** While Executive is employed by the Company hereunder, the Company shall provide for Executive's participation in all the benefits, benefit programs and perquisites on substantially the same basis as the benefits, benefit programs and perquisites offered to executive officers of the Company.

(f) **Paid Time Off ("PTO").** The Company shall provide Executive with four (4) weeks of paid time off per each calendar year, to be accrued at 13.33 hours per month; such PTO must be used in the year in which it is accrued, not more than 40 hours may be carried over from year-to-year.

(g) **Company-paid holidays :** Executive will be paid for Company paid holidays, which are subject to change and established at the start of each calendar year.

3. Termination.

(a) The Company may terminate this Agreement, all of the Company's obligations under this Agreement, and Executive's employment hereunder for "Cause," by written notice to Executive, upon the occurrence of any one of the following on the part of Executive: (i) fraud, embezzlement, or conviction of a felony; (ii) substantial, continuing and willful failure to render services in accordance with the terms of this Agreement after thirty (30) days of advance written notice and opportunity for cure; (iii) material breach of any of Executive's material covenants contained in this Agreement after thirty (30) days of advance written notice and opportunity for cure; (iv) voluntary termination by Executive prior to the end of the Term without Good Reason (as defined below); or (v) knowing and intentional violation of any lawful, written Company policies regarding alcohol or drug usage. At least thirty (30) days prior to termination for Cause under clause (ii) or (iii) above, the Company will provide notice which shall identify in reasonable detail the facts supporting its action and will allow Executive an opportunity within that period of time to cure. In the event of any termination of this Agreement, including a termination for Cause, the Company shall pay to Executive any unpaid Base Cash Compensation or target bonuses earned by Executive through the date of termination and any

compensation previously deferred by the Executive (together with any accrued interest or earnings thereon) and any accrued vacation pay and benefits, in each case to the extent not theretofore paid (the "Accrued Obligations").

(b) In the event that this Agreement or Executive's employment with the Company is terminated (i) by the Company without Cause or by Executive for Good Reason, (ii) as a result of the expiration of the Term caused by the Company electing not to renew this Agreement prior to the end of the Term, (iii) by the Company without Cause or by Executive for Good Reason within eighteen (18) months following a Change in Control, or (iv) by the Company without Cause or by Executive with or without Good Reason or as a result of the expiration of the Term caused by the Company electing not to renew this Agreement prior to the end of the Term, then, subject to the terms of Section 3(c), the Company shall pay to Executive (collectively, the "Severance"):

(i) the Accrued Obligations;

(ii) if Executive timely elects COBRA coverage, an amount equal to the premium for COBRA coverage less the employee contribution portion, if any, immediately prior to such separation from service until the earlier to occur of (i) the date Executive is entitled to receive substantially similar health insurance coverage from another source and (ii) the date that is six (6) months after such separation from service; provided, that if Executive's employment is terminated by Executive for Good Reason following a Change in Control or pursuant to subsection (iii) of Section 3(b) above, the duration of the COBRA coverage payment shall be extended from six (6) to twelve (12) months;

(iii) an amount equal to six (6) months of Executive's Base Cash Compensation in effect immediately prior to such termination; provided, that if Executive's employment is terminated by Executive for Good Reason following a Change in Control or pursuant to subsection (iii) of Section 3(b) above, such amount shall be equal to eighteen (18) months of Executive's Base Cash Compensation in effect immediately prior to the effective date of termination;

(iv) all (100%) of Executive's then-unvested shares of restricted stock and Restricted Stock Units shall automatically and fully vest, to the extent not then already vested, as of the date of such termination of employment (the "Vesting"); provided, that if Executive's employment is terminated by Executive for Good Reason following a Change in Control or pursuant to subsection (iii) or subsection (iv) of Section 3(b) above, eighty-percent (80%) of Executive's then-unvested shares of restricted stock and Restricted Stock Units shall automatically and fully vest, to the extent not then already vested, as of the date of such termination of employment (the "Alternative Vesting"); provided, further, that, to the extent any award agreement governing any restricted stock or Restricted Stock Units does not provide for the Vesting or the Alternative Vesting, or includes provisions contrary to the terms of the Vesting or Alternative Vesting as set forth in this Section 3(b)(iv), this Section 3(b)(iv) shall control and such award agreement shall be expressly amended hereby to provide for the Vesting or Alternative Vesting, as applicable; and

(v) if (1) Executive's employment is terminated by Executive for Good Reason following a Change in Control or pursuant to subsection (iii) of Section 3(b) above, an additional amount equal to one hundred percent (100%), or (2) if Executive's employment is terminated pursuant to subsection (iv) of Section 3(b) above, an additional amount equal to fifty percent (50%), in each case of Executive's maximum annual target bonus amount for the calendar year during which termination of Executive's employment occurs, plus the pro-rated portion (determined on the basis of the number of days during which Executive served during the applicable calendar year prior to the effective date of termination) of Executive's maximum annual target bonus amount for the calendar year in which the effective date of termination occurs.

(c) Notwithstanding anything else in this Agreement to the contrary, the Company shall be obligated to pay the Severance hereunder only so long as Executive is not in material breach of any of the covenants, terms or provisions of Section 4 or Section 5 of this Agreement. In all cases, the Severance shall be paid in equal installments over the period of months to which Employee is entitled in accordance with the Company's normal payroll practices, commencing on the first regularly scheduled payroll date following the Executive's termination of employment.

For purposes of this Agreement, a "Change in Control" shall have the meaning set forth in the Company's 2014 Equity Incentive Plan in effect on the First Amendment Date. For purposes of this Agreement, "First Amendment Date" shall mean January 28, 2016."

(d) For purposes of this Agreement, "Good Reason" shall mean that Executive has severed his employment relationship with the Company following the occurrence of any of the following events: (i) any failure by the Company to pay any salary or other compensation or benefit when due and owing, (ii) the assignment to Executive by the Company of duties materially inconsistent with, or a material diminution of, Executive's authority, title, duties, or responsibilities as set forth in this Agreement, including any change requiring Executive to report to anyone other than the Company's CEO or the Board (or following a Change in Control, the parent company's CEO or Board of Directors), (iii) a material diminution in Executive's Base Cash Compensation or bonus opportunity under this Agreement, (iv) the Company's requirement that the primary office that Executive is to perform services under this Agreement is at a location that is more than thirty (30) miles from Denver, Colorado or (v) for any reason following the date that is six (6) months subsequent to the closing of a Change in Control. In the event of any circumstances described in Section 3(d)(i)-(v), Good Reason shall not exist unless Executive provides written notice to the Company of his intention to terminate his employment for Good Reason within ninety (90) days after the occurrence of the event or circumstances which provided such basis.

(e) Notwithstanding anything contained herein to the contrary, Section 4 through Section 13 shall remain in effect and survive (i) the termination of this Agreement by either Party pursuant to Section 3 or otherwise, and (ii) the expiration of the Term.

4. Non-Disclosure. Except as required by the performance of his job duties, Executive shall not at any time or in any manner, directly or indirectly, use or disclose to any party other than the Company or an employee of the Company or as otherwise consented to in writing by the Company, any trade secrets or other Confidential Information (as defined below) learned or obtained by him while a stockholder, officer, director and/or employee of the Company; provided, however, that the Confidential Information shall not include any information or knowledge that: (i) is already generally publicly known or that subsequently becomes generally publicly known other than as a direct or indirect result of the breach of this Agreement by Executive or (ii) is lawfully required to be disclosed by any governmental agency or applicable law. As used herein, the term "Confidential Information" means information disclosed to or known by Executive as a consequence of his position with the Company or any of its affiliates and not generally known in the industry in which the Company or any of its affiliates is/are engaged and that in any way relates to the Company's or any of its affiliates' products, processes, services, inventions (whether patentable or not), formulas, techniques or know-how, including, but not limited to, information relating to distribution systems and methods, research, development, manufacturing, purchasing, accounting, engineering, marketing, merchandising and selling.

5. Noncompetition, Non-Solicitation and Non-Disparagement.

(a) **Noncompetition**. Executive acknowledges that in the course of his employment with the Company he will serve as a member of the Company's senior management and will become familiar with the Company's trade secrets and with other Confidential Information and that his services will be of special, unique and extraordinary value to the Company. Therefore, Executive agrees that, during the Term and for a period ending on the six (6) month anniversary of the date of termination of Executive's employment with the Company (the "Non-compete Period"), Executive shall not (except on behalf of the Company or with the prior written consent of the Company), within the Restricted Territory (The United States, Canada and any other jurisdiction in which the Company has conducted business during the Initial Term or the Renewal Term), (i) directly or indirectly own (except ownership of less than 5% of any class of securities which are listed for trading on any securities exchange or which are traded in the over-the-counter market), manage, control, participate in, consult with, render services for, or in any manner engage in the operation of a video network, video in the Cloud, video managed services, video conference suites or audio or video bridging services company or any material business conducted by the Company during the Term or (ii) own, manage, control, participate in, consult with, render services for or in any manner engage in or represent any business that is competitive with the business of the Company or any product of the Company, as such business is conducted as of the date of the Agreement or is conducted during the Service Term.

(b) **Non-Solicitation**. During the Non-compete Period, Executive shall not directly or indirectly through another person or entity (i) induce or attempt to induce any employee of the Company to leave the employ of the Company, or in any way interfere with the relationship between the Company and any employee thereof, or (ii) induce or attempt to induce any customer, supplier, licensee or other business relation of the Company to cease doing business with, or modify its business relationship with, the Company, or in any way interfere with or hinder the relationship between any such customer, supplier, licensee or business relation and the Company.

(c) **Non-Disparagement**. Executive agrees that during the Non-compete Period and after his employment with or engagement by the Company, he shall not make any false, defamatory or disparaging statements about the Company or its affiliates or the officers or directors of the Company or its affiliates.

6. Specific Performance. The Parties hereto agree that their rights hereunder are special and unique and that any violation of the covenants set forth in Sections 4 and 5 of this Agreement would not be adequately compensated by money damages, and each grants the other the right to specifically enforce (including injunctive relief where appropriate) the terms of the covenants set forth in Sections 4 and 5 of this Agreement in the Colorado State Courts, or in the United States District Court in Denver, Colorado. The Parties consent to such jurisdiction, agree that venue will be proper in such courts and waive any objections based upon forum non-conveniens. The choice of forum set forth in this Section 6 shall not be deemed to preclude the enforcement of any action under this Agreement in any other jurisdiction.

7. Notices. Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (i) personally delivered, (ii) sent by certified or registered mail, return receipt requested, postage prepaid, (iii) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (iv) faxed, with receipt confirmed, addressed as follows:

- (a) **If to Executive:**
David Clark
999 18th Street, Suite 1350 S
Denver, CO 80202

- (b) **If to the Company to:**
Glowpoint, Inc.
999 18th Street, Suite 1350 S
Denver, CO 80202
Attn: Chairman of the Board of Directors

or such other persons or addresses as shall be furnished in writing by any Party to the other Party. A Notice shall be deemed to have been given as of the earliest to occur of the date when (i) personally delivered, (ii) five (5) days after the date when deposited with the United States mail properly addressed, (iii) when receipt of a Notice sent by an overnight delivery service is confirmed by such overnight delivery service, or (iv) when receipt of the fax is confirmed, as the case may be, unless the sending Party has actual knowledge that a Notice was not received by the intended recipient.

8. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Executive.

9. LITIGATION. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF COLORADO, AND NO DOCTRINE OF CHOICE OF LAW SHALL BE USED TO APPLY ANY LAW OTHER THAN THAT OF COLORADO, AND NO DEFENSE, COUNTERCLAIM OR RIGHT OF SET-OFF GIVEN OR ALLOWED BY THE LAWS OF ANY OTHER STATE OR JURISDICTION, OR ARISING OUT OF THE ENACTMENT, MODIFICATION OR REPEAL OF ANY LAW, REGULATION, ORDINANCE OR DECREE OF ANY FOREIGN JURISDICTION, SHALL BE INTERPOSED IN ANY ACTION HEREON. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING TO ENFORCE OR ARISING OUT OF THIS AGREEMENT MAY BE COMMENCED IN THE COLORADO STATE COURTS, OR IN THE UNITED STATES DISTRICT COURT IN DENVER, COLORADO. THE PARTIES CONSENT TO SUCH JURISDICTION, AGREE THAT VENUE WILL BE PROPER IN SUCH COURTS AND WAIVE ANY OBJECTIONS BASED UPON FORUM NON CONVENIENS. THE CHOICE OF FORUM SET FORTH IN THIS SECTION 9 SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT OF ANY ACTION UNDER THIS AGREEMENT IN ANY OTHER JURISDICTION.

10. Severability. The Company and Executive believe the covenants against competition contained in this Agreement are reasonable and fair in all respects, and are necessary to protect the interests of the Company. However, in case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement or any other jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

11. Neutral Interpretation. This Agreement constitutes the product of the negotiation of the Parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any Party based upon the source of the draftsmanship hereof.

12. Waiver of Compliance: Consents. Any failure of Executive to comply with any obligation, covenant, agreement or condition herein may be waived only in writing by the Company, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure or delay by the Company in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Whenever this Agreement requires or permits consent by or on behalf of the Company, any such written consent given by the Company shall be deemed given in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 12. No notice to or demand on Executive in any case shall entitle Executive to any other or further notice or demand in related or similar circumstances requiring such notice.

13. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein and may not be modified orally, but only by a writing signed by both Parties to this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law. This Agreement supersedes all prior agreements and understandings (whether oral or written) between the Parties with respect to such subject matter (specifically including, but not limited to, the Existing Employment Agreement).

[Remainder of Page Intentionally Left Blank]

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

GLOWPOINT, INC.

By: /s/ Peter J. Holst
Name: Peter J. Holst
Title: President & CEO

EXECUTIVE:

/s/ David Clark
Name: David Clark

Signature Page to Amended & Restated Employment Agreement



Glowpoint Announces Appointment of Two New Members to its Board of Directors

DENVER, CO, July 25, 2019 - Glowpoint, Inc. (NYSE American: [GLOW](#)) ("Glowpoint" or the "Company"), a managed service provider of video collaboration and network applications, today announced Jason Adelman and Richard Ramlall have been appointed to Glowpoint's Board of Directors. Concurrent with the appointments of Mr. Adelman and Mr. Ramlall, Chairman Patrick Lombardi and Independent Director Ken Archer have resigned as directors on Glowpoint's Board. Additionally, Peter Holst was appointed to the additional role of Chairman of the Board, and James Lusk was appointed lead independent director.

Jason Adelman is a successful investor and advisor across the capital structure in both private and public small cap companies. Jason was the lead advisor on the merger of Computer Motion and Intuitive Surgical (NASDAQ: ISRG), which created a leading company in the robotic assisted surgery sector. Jason also served as a board member and Chairman of the Audit Committee of Pharmacylics, Inc. from 2008 to 2010, when the company successfully recapitalized its business and shifted its research and development focus to novel treatments for B cell cancers. Mr. Adelman is currently a member of the Board of Directors of Trio-Tech International (NYSE American: TRT) where he serves as a Member of the Audit and Compensation Committees. Glowpoint's Board expects that Mr. Adelman will serve as a member of the Compensation and Nominating Committee. Mr. Adelman commented, "I look forward to working closely with Pete and my fellow Glowpoint board members. As a long term and large shareholder and now as member of the Board of Directors, I am committed to working expeditiously to support management in maximizing shareholder value."

Richard Ramlall is an accomplished senior executive and currently serves as Chief Communications Officer at Internap Corporation (NASDAQ: INAP). INAP is a leading technology provider of High-Performance Data Center Services including Colocation, Managed, Hosting, Cloud and Network Services. Mr. Ramlall has over 30 years of business development, strategic planning, regulatory, investor relations, and public relations experience in telecom and media. His corporate experience includes various roles at Verizon, Bechtel, Spencer Trask Ventures, RCN and Primus. Glowpoint's Board expects that Mr. Ramlall will serve as a member of the Audit and Nominating Committee.

"We are pleased to have Jason and Richard join Glowpoint's Board of Directors. Jason and Richard bring diverse perspectives and expertise to our board," said Peter Holst, Chairman and CEO of the Board of Directors of Glowpoint. "Jason's deep capital markets experience and Richard's extensive skills across business development, M&A, investor relations, public relations within the telecommunications and media markets should be valuable to Glowpoint as we work to deliver our strategic goals. We look forward to their contributions."

Added Mr. Holst, "We would also like to thank Patrick and Ken for their many contributions to Glowpoint as long-standing independent directors. Pat previously served as Chairman of the Board and Ken as Chair of the Nominating Committee. We are extremely grateful for both Pat and Ken's dedicated service, expertise and commitment to the Company. We sincerely wish them well in their future endeavors."

About Jason Adelman

Mr. Adelman is the Founder and Managing Member of Burnham Hill Capital Group, LLC, a privately held financial advisory firm. Mr. Adelman serves as Managing Member of Cipher Capital Partners LLC, a private investment fund. Prior to founding Burnham Hill Capital Group, LLC in 2003, Mr. Adelman served as Managing Director of Investment Banking at H.C. Wainwright and Co., Inc. Mr. Adelman graduated cum laude with a B.A. in Economics from the University of Pennsylvania and earned a JD from Cornell Law School where he served as Editor of the Cornell International Law Journal.

About Richard Ramlall

Mr. Ramlall brings to our Board more than 30 years of experience in the telecommunications/IT industry and more than 24 years of international business experience, as well as operational experience at a senior executive level. Through his own firm he has provided investor relations, financial and regulatory due diligence and compliance, business development, strategic planning, and public relations consulting to public and private organizations in the financial, telecom and energy sectors. He also was selected to the 2014-2017 Advisory Board of the Washington Wizards NBA Franchise and most recently served on the Board of Evolving Systems (NASDAQ: EVOL), a provider of software solutions and services to the wireless, wireline and internet protocol (IP) carrier market. He served as Senior Vice President, Corporate Development and Chief Communications Officer of Primus

Telecommunications Group, Incorporated (NYSE:PTGI), from November 2010 to August 2013. Before being successfully sold to various entities, Primus was a leading provider of advanced communication solutions, including broadband Internet, traditional and IP voice, data, mobile services, colocation, hosting, and outsourced managed services to business and residential customers in the United States, Canada and Australia. From March 2005 to August 2010, he served as Senior Vice President, Strategic External Affairs and Programming at RCN Corporation, a leading overbuilder broadband provider of video, data, and voice services to residential, business and commercial/carrier customers. Prior to joining RCN in March 2005, Mr. Ramlall served as Senior Managing Director and Executive Vice President of Spencer Trask Media and Communications Group, LLC (a division of New York-based venture capital firm Spencer Trask & Company) based in Reston, Virginia, from June 1999. From March 1997 to June 1999, Mr. Ramlall served as Vice President and Managing Director for Strategy, Marketing and International Government Affairs for Bechtel Telecommunications, a subsidiary of Bechtel Corporation. Prior to that, Mr. Ramlall spent over 18 years at Bell Atlantic (now Verizon) including assignments in Product Management, Legal, Regulatory, Rates, Forecasting and Country Manager-Indian Subcontinent. In 1990, Mr. Ramlall was selected to serve a one-year appointment under the Presidential Exchange Executive Program of the White House. Mr. Ramlall formerly served on the Alzheimer's Association-National Capital Area Board of Directors from 2008 to 2012 and a number of private company Boards. Mr. Ramlall holds a B.S. in Business Administration and an M.G.A. (Technology Management) from the University of Maryland.

About Glowpoint

Glowpoint, Inc. (NYSE American: [GLOW](#)) is a managed service provider of video collaboration and network applications. Our services are designed to provide a comprehensive suite of automated and concierge applications to simplify the user experience and expedite the adoption of video as the primary means of collaboration. Our customers include Fortune 1000 companies, along with small and medium sized enterprises in a variety of industries. To learn more please visit www.glowpoint.com.

Forward looking and cautionary statements

This press release and any oral statements made regarding the subject of this release contain forward-looking statements as defined under Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and are made under the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts, that address activities that Glowpoint assumes, plans, expects, believes, intends, projects, estimates or anticipates (and other similar expressions) will, should or may occur in the future are forward-looking statements. Glowpoint's actual results may differ materially from its expectations, estimates and projections, and consequently you should not rely on these forward-looking statements as predictions of future events. The forward-looking statements are based on management's current belief, based on currently available information, as to the outcome and timing of future events, and involve factors, risks, and uncertainties that may cause actual results in future periods to differ materially from such statements. A list and description of these and other risk factors can be found in the Company's Annual Report on Form 10-K for the year ending December 31, 2018 and in other filings made by the Company with the SEC from time to time, including the Company's Quarterly Report on Form 10-Q for the three months ended March 31, 2019. Any of these factors could cause Glowpoint's actual results and plans to differ materially from those in the forward-looking statements. Therefore, Glowpoint can give no assurance that its future results will be as estimated. Glowpoint does not intend to, and disclaims any obligation to, correct, update or revise any information contained herein.

INVESTOR CONTACT:

Investor Relations
Glowpoint, Inc.
+1 303-640-3840
investorrelations@glowpoint.com
www.glowpoint.com