

in any way connected with the negligence or willful misconduct of WIN, its agents, contractors, or employees, including any costs incurred in defending against the same.

Notwithstanding anything to the contrary contained in this Agreement, each party will be responsible for injuries occurring to or damages suffered by its own employees or for worker's compensation claims filed by its own employees and will indemnify, defend, and hold harmless the other party against such injuries, damages, or claims made by the indemnifying party's employee(s), except to the extent such injuries, damages, or claims were the result of the gross negligence or willful misconduct of the party (or its agents, customers, invitees, servants, vendors, materialmen, or suppliers) claiming indemnification.

32. Georgia Local Government Public Works Construction Law. The parties agree this Agreement is not subject to the Georgia Local Government Public Works Construction Law (OCGA § 36-91-1 through OCGA § 36-91-95) because the Project does not fall within the definition of "public works construction" as defined in OCGA § 36-91-2.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and to become effective as of the date first written above.

Lowndes County, Georgia

Windstream Georgia Communications, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Kinetic Fiber, LLC

By: _____

Name: _____

Title: _____