THIS GENERAL CONSTRUCTION SERVICES MASTER AGREEMENT is made as of the date last written below between Crown Castle USA Inc. (“Crown Castle”) and the undersigned entity named as the Contractor (“Contractor”).

Crown Castle desires to engage Contractor to perform certain construction services as described below for Crown Castle, and Contractor desires to perform such services as Crown Castle may from time to time require. The specific services which Contractor may be engaged to provide, if any, may be described in one or more Project Appendices and/or Purchase Orders as defined herein and issued to the Contractor. Contractor may perform such services directly for Crown Castle or as a subcontractor of Crown Castle for the ultimate benefit of a third party. The parties desire to embody in one agreement the basic terms and conditions under which Crown Castle will engage Contractor and Contractor will provide services to Crown Castle.

☐ APPROVED FOR ELEVATED WORK
☐ APPROVED FOR NON-ELEVATED WORK ONLY

Contractor may perform Elevated Work, as defined herein, only if indicated in the checkbox above. Moreover, Contractor understands and acknowledges that it is not entitled to any reimbursement from Crown Castle for performance of unauthorized work, and Contractor shall indemnify and hold Crown Castle harmless for any and all claims arising from its performance of unauthorized work.

1. DEFINITIONS

As used in this Agreement, the following capitalized terms have the respective meanings ascribed to them below:

“Accident” means any incident involving injury to any person requiring immediate attention by a medical professional and/or involving damage to property.

“Affiliate” means Crown Castle’s parent, subsidiaries, direct and indirect affiliates or any joint venture in which it participates, and shall be collectively referred to as the “Affiliates”.

“Agreement” means this General Construction Services Master Agreement, together with the following Attachments and Exhibits attached hereto and incorporated by reference herein:

- Exhibit A Contractor Invoicing Requirements
- Exhibit B-1 Contractor Release and Waiver of Liens
- Exhibit B-2 Lower Tier Contractor Release and Waiver of Liens
- Exhibit C Insurance Requirements

“Change” means any addition or alternative to, or deductions or deviations from, or substitution in the Work to be performed pursuant to the Contract Documents.

“Change Order” means a written directive issued by Crown Castle pursuant to which Contractor shall implement a Change, as provided in Section 8, of this Agreement.

“Confidential Information” means information, including, but not limited to, information regarding: (i) Crown Castle assets, liabilities, operations, financial conditions, employees, plans, prospects, management, investors, products, strategies and techniques; (ii) the technical characteristics or operations of Crown Castle products; (iii) Crown Castle products system designs, system planning or technical data; (iv) Crown Castle CCISites, JDE, and OTG, information, systems and databases; (v) the identity and confidential information of Crown Castle suppliers, landlords, and customers including the nature and extent of Crown Castle’s business relationships with such parties; and (vi) trade secrets.
“Contract Documents” means this Agreement, together with any Project Appendices, attachments, drawings, specifications, instructions, Purchase Orders, or other documents issued by Crown Castle or incorporated by reference in connection with a Project.

“Elevated Work” means any work over six feet (6’) above ground level, including but not limited to any means of elevating personnel above the ground, any tower climbing, tower antenna or equipment installation, or maintenance activities on towers, rooftops or other structures.

“Final Completion” of a particular Project shall be deemed to have occurred when: Contractor has performed all of the Work required by the applicable Contract Documents; a Certificate of Occupancy or similar document shall have been issued by the appropriate governmental body, if required; Crown Castle and/or Crown Castle’s customer shall have inspected the Work and determined the same to have been satisfactorily completed (including all punch list items, if any) in accordance with the applicable Contract Documents; Contractor shall have completed transmittal of all documentation required for closeout, as directed by Crown Castle; and Crown Castle shall have issued its certificate of final acceptance. Final Completion shall occur and be determined on a site-by-site basis.

“Lower Tier Contractor” means any service provider, person, company, materialmen, or entity with which Contractor shall have entered into an agreement to provide services or materials in connection with any Project, and their respective subcontractors.

“Project” means Work to be performed by Contractor on a site or sites, or some other form of Work awarded by Crown Castle to Contractor, which may be further described in a Project Appendix, and as may be further described in one or more Purchase Orders.

“Project Appendix” means a supplement to this Agreement, which describes, including, but not limited to the specific Work on a Project, which may be performed by Contractor, as more fully described in Section 2 of this Agreement.

“Purchase Order” means a written instrument issued by Crown Castle pursuant to this Agreement, which authorizes Contractor to proceed with Work on a specific site or group of sites.

“Work” means the tasks, collectively, which Contractor is engaged by Crown Castle or its customers or landlords to perform, pursuant to and as described in the Contract Documents.

2. PROJECTS AND WORK

A. This Agreement is entered into with no guaranteed quantity or value of Work to be awarded to Contractor. Crown Castle shall have no obligation to Contractor, and Contractor shall have no obligation to Crown Castle, unless and until a Purchase Order is issued by Crown Castle to Contractor. A Purchase Order may set forth more specific terms and conditions, in addition to those set forth in this Agreement, including the scope of work, materials and services required, schedule, payment schedule, and any other obligations from Crown Castle’s contract with its customer which must be assumed or adopted by Contractor with respect to a particular Project. In the event that Contractor should commence Work before its receipt of a Purchase Order and written notice to proceed issued by Crown Castle and accepted by Contractor (“NTP”), Crown Castle shall have no obligation to pay for such Work.

B. From time to time after the parties have executed and delivered this Agreement, the parties may agree upon, execute and deliver one or more Project Appendices. A Project Appendix shall set forth in detail specific Projects which may be undertaken by Contractor, including the scope of work, materials and services required, schedule, pricing, and further obligations related to Crown Castle’s agreement with a customer with respect to a particular Project. Each such Project Appendix shall be governed by the terms and conditions of this Agreement. The execution and delivery by the parties of a Project Appendix is no guarantee of Work to be awarded to Contractor, nor shall a Project Appendix be deemed to be an authorization for Contractor to commence any Work.

C. In the event of a conflict between the terms of this Agreement and a Project Appendix, the terms of the Project Appendix shall control.
D. This Agreement is not exclusive and Crown Castle may, in its sole discretion, choose to obtain from other contractors or itself perform the same or similar services as those provided by Contractor.

E. Contractor shall provide and pay for all labor, materials, construction surveys and layout, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the Work.

F. Affiliates shall be permitted to issue Purchase Orders hereunder, in which event the Affiliate issuing the Purchase Order shall be bound by the terms and conditions of this Agreement as “Purchaser” as if a signatory thereto for the Project described in the Purchase Order. In such event, the Affiliate issuing the Purchase Order shall be solely responsible for all rights and obligations arising hereunder and thereunder and Crown Castle shall have no liability whatsoever in connection therewith.

3. PRICING, PAYMENT, AND RELEASE AND WAIVER OF LIENS

A. The amount to be paid by Crown Castle to Contractor for performing the Work may be set forth in the applicable Project Appendix and shall definitely be set forth in, or determined pursuant to the applicable Purchase Order.

B. Except as otherwise provided in the applicable Project Appendix, Contractor shall submit to Crown Castle an invoice for the Work after its Final Completion. Alternatively, if the applicable Project Appendix so provides, Contractor shall submit invoices based on milestones set forth in the applicable Project Appendix, for Work completed and inspected and accepted by Crown Castle, in amounts determined in accordance with the applicable Purchase Order. Such invoices shall include all requirements stated on the form attached to this Agreement as Exhibit A and must contain a list of all Lower Tier Contractors that performed Work pursuant to an invoice and the value of their Work performed by each such Lower Tier Contractor, together with the address, telephone number and contact person of each. Unless otherwise provided in the applicable Project Appendix or as required by the state where the Project is located, Crown Castle may retain an amount equal to fifteen percent (15%) of the amount of each invoice, which retainage shall be paid to Contractor upon Final Completion. Progress payments made by Crown Castle to Contractor shall not be deemed to constitute acceptance by Crown Castle of the Work.

C. Contractor and its Lower Tier Contractors shall not make, file or maintain a mechanic’s or other lien or claim of any kind or character whatsoever against any tower, building or other structure to which the Work relates, the additions, improvements, alterations, or repairs made thereon, the ground on which said tower, building or other structure is situated, or any other property or property interest owned, held, occupied or otherwise possessed by Crown Castle, Crown Castle’s customer, or the landowner for or on account of any labor, materials, fixtures, tools, machinery, equipment or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Work, or any agreement supplemental thereto (such liens or claims hereinafter referred to as “Claims”). Contractor shall save and hold Crown Castle, Crown Castle’s customer and the landowner harmless from and against any and all Claims that may be filed by Contractor’s Lower Tier Contractors, and Contractor shall, at its own expense, defend any and all actions based upon such Claims and shall pay all charges of attorneys, bonding, experts or Lower Tier Contractors and all costs and other expenses arising therefrom. If Contractor fails to conform to the foregoing obligations, Crown Castle shall have the right to retain counsel to represent or assist Crown Castle to extinguish all Claims, and to offset all such cost and expense against retainage or any future payments, which may become due from Crown Castle to Contractor. The foregoing covenant of Contractor is independent of any other covenant of Contractor contained in this Agreement and shall survive the expiration or termination of this Agreement.

D. Contractor’s invoices shall be accompanied by a release and waiver of liens from Contractor and also from Contractor’s Lower Tier Contractors, in the form or substantially the same form as attached to this Agreement as Exhibit B-1 and Exhibit B-2, properly completed by the appropriate parties to cover the amount and date of payment to such party as reflected in the invoice. Without limiting the generality of the foregoing, as a condition precedent to the payment of each and every invoice, including for final retainage release, Contractor shall provide to Crown Castle release and
waiver of liens (Exhibit B-1 and Exhibit B-2) properly executed BY CONTRACTOR AND ITS LOWER TIER CONTRACTORS whose services make up a part of such invoice.

E. Acceptance by Contractor of final payment from Crown Castle shall constitute a release and waiver of any and all claims by Contractor against Crown Castle, except for unsettled claims which have been presented to Crown Castle in writing prior to the tender of final payment by Crown Castle and which are identified in the final release and waiver of liens form.

F. If Crown Castle becomes aware that Contractor has failed to make payments to any of its Lower Tier Contractors, or in the event that a claim is made against Crown Castle or Crown Castle’s customer, or the landowner, by a Lower Tier Contractor, Crown Castle shall have the right to: (i) retain, out of payments due or to become due to Contractor, reasonable amounts necessary to satisfy any such payments and any claim, bond or lien against Crown Castle, its customer, the landowner, or their property; or (ii) issue checks jointly payable to Contractor and any such Lower Tier Contractor; or (iii) directly pay the Lower Tier Contractor by deducting the amount of such payment from any amount owed to Contractor.

G. Payments otherwise due to Contractor may be withheld by Crown Castle on account of defective Work not remedied, claims filed, reasonable evidence indicating probable filing of claims, the failure of Contractor to perform any of its obligations, or to protect Crown Castle against liability arising out of Contractor’s failure to pay or discharge taxes or other obligations. The withholding of payment by Crown Castle on any invoice with respect to any particular Project or Projects, or with respect to Work authorized by any particular Purchase Order or Orders, shall not affect the obligation of Contractor to continue to perform Work as required by the Contract Documents on that Project or pursuant to the particular Purchase Order and on any other Project or Projects or pursuant to any other Purchase Orders issued to Contractor. Upon written notice to Contractor, Crown Castle may setoff against amounts owed to Contractor on any particular Project or Purchase Order, amounts claimed by Crown Castle from Contractor on any other Project or Purchase Order.

H. Contractor shall present invoices to Crown Castle within a reasonable period of time and Crown Castle shall make payment to Contractor within forty-five (45) days after the receipt of a properly prepared undisputed invoice. In the event of a disputed invoice, Crown Castle shall make payment of any portion of the invoice amount not in dispute, to Contractor. In no event shall Crown Castle be responsible to Contractor for interest or carrying charges on any invoice, and Contractor agrees that it shall not include any such amounts on any of its invoices to Crown Castle. Unless otherwise agreed by Crown Castle, Crown Castle shall not be responsible for the payment of any invoice submitted by Contractor to Crown Castle more than ninety (90) days after completion of the Work, which is the subject of the invoice.

I. Contractor shall submit its original invoices and any documentation required by this Agreement to accompany any invoice in accordance with the requirements set forth in Exhibit A.

4. TIME AND PROGRESS OF WORK

A. Time is of the essence for all Work under this Agreement. Contractor agrees to abide by the schedule specified by Crown Castle and to commence Work on the date(s) stipulated in the applicable Purchase Order. Contractor shall carry the Work forward expeditiously according to the applicable Work schedule and with adequate forces to achieve completion of the Work by the date(s) stipulated. No extension of the time allowed for performance of any Project will be made without the written consent of Crown Castle.

B. Crown Castle reserves the right to assess liquidated damages for Contractor’s failure to complete a Project on schedule. Both parties recognize that damages resulting from such failures are difficult to assess in advance. The amount of any such liquidated damages shall be set forth in the applicable Project Appendix or Purchase Order. Contractor shall indemnify and hold Crown Castle harmless from and against any damages, liquidated or otherwise, assessed against Crown Castle for failure to complete the Project on time, to the extent that such failure is caused by the acts, omissions or delays of Contractor or any of its Lower Tier Contractors.

C. Contractor shall provide to Crown Castle, upon completion of Project and in such form and content as required by Crown Castle, and further described in the Engineering Standards, a “closeout
package”. If, within twenty (20) business days following Final Completion, Contractor fails to provide the closeout package, Crown Castle may: (i) assess liquidated damages against Contractor in the amount of Two Thousand Five Hundred and 00/100 dollars ($2,500.00) to cover Crown Castle’s cost for generating such closeout package; or (ii) in addition to any other withholding or setoff rights under this Agreement, Crown Castle may elect to withhold the aforementioned amount until Crown Castle receives the closeout package.

5. SPECIFICATIONS AND DRAWINGS

A. Contractor shall keep a copy of the specifications and drawings at the Work site at all times. Anything mentioned in the specifications and not shown on the drawings, or shown in the drawings and not mentioned in the specifications, shall be of like effect as if shown and mentioned in both. If there is any difference between the drawings and specifications, the specifications shall govern, but the matter shall be immediately submitted to Crown Castle for resolution. Any Work performed without such resolution shall be at Contractor’s own risk and expense.

B. All specifications and drawings and all copies and reproductions thereof are: (i) the property of Crown Castle and must be delivered to Crown Castle upon request, or at the completion of the Work; (ii) provided to Contractor, its Lower Tier Contractors and material suppliers for the limited purpose of use in completing the Work, and may not be used for any other purpose whatsoever without the prior written consent of Crown Castle; and, (iii) confidential and, except for the purpose specified above, may not be copied, exhibited or furnished to others except as necessary to perform the Work without the prior written consent of Crown Castle, and no photographs may be taken of any article fabricated or assembled from the drawings and/or specifications without the prior written consent of Crown Castle.

C. Contractor and its Lower Tier Contractors shall perform Work for Crown Castle or on Crown Castle’s behalf under this Agreement, in compliance with the requirements and specifications of Crown Castle’s engineering or site standards “Engineering Standards” or its latest update, if any. The Engineering Standards are available at the following website, http://sitedata.dmz.crowncastle.com/docs, access directions below, which may be amended from time to time, hereby referenced and incorporated herein. During performance of the Work, at a minimum, Contractor shall access the website monthly to review any updates. Upon reasonable request, Crown Castle shall provide soft or hard copies of the Engineering Standards to Contractor. Contractor may, however, be held to more stringent Crown Castle customer standards in any applicable Project Appendix.

Step 1.0: Go to http://sitedata.dmz.crowncastle.com/docs
Step 2.0: Click “Continue to this website”
Step 3.0: Use the following login:
Step 3.1: Username = usproweb7/documents
Step 3.2: Password = passw.01
Step 4.0: Right click each document, and choose “save as”

Contractor shall cause its Lower Tier Contractors to be in compliance with the Engineering Standards. Contractor questions regarding the technical content of the Engineering Standards or its implementation may be emailed to the Crown Castle Engineering Department at engineering@crowncastle.com. Contractor access and download issues may be emailed to the Crown Castle IT Help Desk at Crown.HelpDesk@crowncastle.com.

6. MATERIALS

A. Crown Castle shall provide only those materials shown on the Crown Castle provided materials list (if any) included in the applicable Contract Documents. Contractor acknowledges that, depending on the type of Work designated, Crown Castle may or may not provide additional materials for full completion of the Work. Contractor shall provide all other materials and equipment required for the performance of the Work.
B. Contractor shall be required to pick up from locations(s) designated by Crown Castle, load, deliver and unload all materials provided by Crown Castle. Where materials are shipped directly to Contractor, at the Work site or elsewhere at the direction of Crown Castle, Contractor shall receive, unload, verify, inventory and properly store such materials in areas previously approved by Crown Castle. Contractor shall furnish, in a format acceptable to Crown Castle, a material received report for each shipment or lot of material received. Contractor will note on the delivery receipt any damages or shortages and immediately notify Crown Castle of any deficiencies or visible defects in workmanship identified at the time of delivery.

C. Contractor will assume the risk of loss and/or damage for all materials while in the possession of or under the control of Contractor or any Lower Tier Contractor. Contractor must, at its cost, secure all materials in its possession or under its control.

D. All materials utilized by Contractor and its Lower Tier Contractors in performance of the Work must be approved by Crown Castle prior to purchase or installation. Crown Castle may require Contractor, at its cost, to remove unauthorized products and replace them with approved products.

E. All manufactured articles, materials and equipment shall be provided new and free of defects, applied, installed, connected, erected, cleaned, conditioned and tested in accordance with the manufacturer's printed directions and specifications and as specified in the applicable Contract Documents. Where the directions and specifications included in the applicable Contract Documents are in conflict with the manufacturer's printed directions and specifications, Contractor shall report such conflicts to Crown Castle for resolution.

F. For each Project, Contractor shall provide all incidental material, including but not limited to, sand, gravel, top soil, fill materials, crushed stone, sod, straw, mulch, grass seed, fertilizer, concrete, slurry, reinforcing rods, asphalt, clean up materials required for performance of the Work or restoration of disturbed areas and all other materials required by this Agreement to perform the Work and not listed as being provided by Crown Castle. Unless otherwise provided in the Project Appendix, the cost of the materials shall be deemed to be included in the amount authorized by the applicable Purchase Order. Any materials lost, damaged or requiring replacement due to improper installation by Contractor shall be replaced by Contractor at its expense.

G. Any potentially hazardous or toxic substance, including by way of example and not limitation, chemicals, cleaning fluids, solvents and batteries, shall be used by Contractor only if its use is approved in advance, in writing by Crown Castle, and only if necessary for carrying out the Work to be performed hereunder, and, if essential, such substances, and any containers or materials which come in contact with such substances, shall be managed, used, and disposed of only in accordance with all federal, state, and local laws and regulations. Contractor shall maintain MSDS sheets on the Project site and shall provide copies to Crown Castle upon request.

7. SUBCONTRACTING

Contractor shall provide Crown Castle with a list of Lower Tier Contractors, which Contractor expects to engage on any particular Project at time of Contractor’s acceptance of NTP. All subcontracts and orders for the purchase or rental of supplies, materials or equipment shall require that the Lower Tier Contractor be bound by and subject to all applicable terms and conditions of this Agreement, including the release and waiver of lien provisions specified in Section 3. Each subcontract or order shall contain a provision permitting assignment to Crown Castle, or its successors, and assigns, subsidiaries, joint ventures and affiliates. Crown Castle reserves the right to reject or require Contractor to terminate its relationship with any such Lower Tier Contractor in connection with any particular Project or Projects at any time. Crown Castle further reserves the right to require Contractor to terminate any Work then in progress by any Lower Tier Contractor if Crown Castle's customer so notifies Crown Castle. Contractor's engaging of any Lower Tier Contractor to perform any portion of the Work shall not relieve Contractor of its obligations to Crown Castle pursuant to the Contract Documents. Contractor shall have a competent superintendent, satisfactory to Crown Castle, at the Work site at all times during performance of the Work with the authority to act for Contractor.

8. CHANGES

A. Without invalidating this Agreement or any other Contract Document or any bond(s) issued
hereunder or thereunder, at any time and from time to time during the progress of the Work, Crown Castle may, by Change Order, specify any change in all or any part of the Work. Changes for which a Change Order may be proposed include, but are not limited to, changes in the specifications or materials related to the Work and changes in the scheduling, time, dates, method or manner of performance of the Work. Each Change Order shall describe the Change requested, stating, at minimum, the date of the request for the Change, the proposed effective date of the Change, the Project Appendix applicable to the Work affected by the Change, a description of the Work proposed by the Change and any adjustments to the amount to be paid to Contractor. The applicable Crown Castle project manager or someone with higher authority shall sign each such Change Order.

B. No other order, statement, letter, correspondence or conduct, oral or written, of Crown Castle shall be treated as a Change, nor shall the same entitle Contractor to an equitable adjustment in compensation, scheduling or any other matter.

C. Upon issuance of a Change Order by Crown Castle, Contractor shall promptly proceed with the Work specified therein. Contractor shall perform such Work in accordance with the provisions of Contract Documents relating to the Work affected by such Change.

D. Crown Castle may request Contractor to provide price quotations for Changes proposed by Crown Castle. Such requests for quotations shall not be considered as authorizations to proceed with Changes. Contractor shall submit to Crown Castle, Contractor's response to a request for a price quotation for a proposed Change within five (5) business days after Contractor's receipt of such request. Contractor shall hold any such price quotation open for the period indicated in the request for quotation, or, if no period is indicated in the request, for not less than ninety (90) calendar days. At such time as Contractor provides any such price quotation to Crown Castle, or if no quotation is required, within five (5) business days after Crown Castle's requesting a Change, Contractor shall provide to Crown Castle a written statement outlining any delays that will occur in Contractor's performance of the Work as the result of such Change. The parties shall mutually agree upon adjustments to the contract price and/or scheduling for the performance of the Work as changed, to the extent that the applicable Change actually causes an increase in the cost of Contractor's performance or causes a delay or interruption in Contractor's performance of the Work. Contractor shall have no right to obtain any adjustment to the contract price and/or schedule if Contractor fails to outline the cost increases and/or delays which it expects to incur in its price quotation or, if no price quotation is requested by Crown Castle, within five (5) business days of Crown Castle's requesting the applicable Change.

9. INSPECTION OF WORK SITE; EXISTING UTILITIES AND SERVICES

A. At all times, Crown Castle, Crown Castle’s customer and their respective agents, employees and representatives shall have access to the Work or Work site wherever it is being performed, and Contractor shall provide proper facilities for such access and for inspection.

B. Contractor shall have sole responsibility for satisfying itself concerning the nature and location of the Work. Contractor's failure to acquaint itself with applicable conditions shall not relieve Contractor of responsibility for properly estimating either the difficulties, time for or the cost of performing the Work. Prior to the submission of any proposal for Work to be performed under this Agreement, Contractor shall make or shall be deemed to have made a careful examination of the proposed Work site and shall have satisfied itself as to the intent, nature and character of the Project including, but not limited to: location and characteristics of the facilities required as they relate to the proposed Work; local conditions as they may affect delivery and availability of materials and supplies; the availability of local labor and any Work rules relative to the performance of the Work; all laws, codes and right of way and easement agreements which affect the Work in any way; the type and quantity of facilities needed preliminary to and during the execution of the Work; and all other matters that may in any way affect the cost and time required for completion of the Work. Any difficulties which may be encountered in the execution of the Work and which result from failure of Contractor to make the necessary examination and investigation of the proposed Work site or as a result of its failure to seek clarification of the Contract Documents will not excuse any failure or omission on the part of Contractor to fulfill the requirements of the Contract Documents and shall not be accepted as the basis for any claim whatsoever for extra compensation or extension of the time required for completion of the Work.
C. Without limiting the generality of the foregoing, Contractor represents and warrants that it is aware of the possible existence of aerial or underground power lines, telephone lines, water lines, sewer lines, cable television facilities, pipelines, structures and other public and private improvements within the Work area or adjacent thereto which may or may not be shown on the drawings. The fact that any aerial or underground facility is not shown on the drawings shall not relieve Contractor of its responsibility to ascertain the existence, position and ownership of such structures that may be subject to damage by reason of its operations. Contractor shall take every precaution to preserve and protect any such facilities, structures, and improvements from injury or damage during its Work operations. Prior to commencing Work on any Project, Contractor shall contact all affected utilities and facility owners to arrange for the locating and marking of their installations and facilities as may be necessary or appropriate in connection with the performance of the Work. Contractor shall have the further responsibility of coordinating the Work with that of the utility and other facility owners in such a manner as to avoid any interference with the operation of such utilities and facilities. In any event, the responsibility for determining the actual on-site location of utility lines and services shall rest exclusively with Contractor.

10. WARRANTY

A. Contractor warrants to Crown Castle that all Work to be performed under the Contract Documents shall be performed in a first class, workmanlike manner in conformity with the highest standards applicable to such Work in the wireless communications contracting industry and shall comply fully in all respects with all requirements of the Contract Documents, including, without limitation, any specifications, drawings and samples included in the Contract Documents and any performance requirements specified therein. Contractor warrants to Crown Castle that material furnished pursuant to the Contract Documents will be new and merchantable and of first class quality. Contractor shall not substitute other equipment or materials for any equipment or materials specified in the Contract Documents without the prior written approval of Crown Castle. Contractor warrants to Crown Castle that the Work will be free from defects in design, material and workmanship and will be complete, undamaged and in proper operating condition.

B. Contractor warrants to Crown Castle that Contractor is technically, financially and legally ready, willing and able to perform the Work and is familiar with and knowledgeable about applicable governmental requirements, industry standards and the operation of wireless telecommunications facilities to the extent necessary to carry out its duties in a professional, complete and competent manner. Contractor further warrants to Crown Castle that Contractor has the requisite personnel, competence, skill and physical resources to perform the Work and that it has and shall maintain the capability, experience, training, registrations, licenses, permits and governmental approvals required to perform the Work.

C. Crown Castle shall have the right to reject defective materials or workmanship and to require their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be immediately removed from the Work site, without charge to Crown Castle. If Contractor does not correct such defective workmanship within a reasonable time or remove rejected materials immediately, Crown Castle may correct such defective workmanship or remove such rejected materials and charge the expense to Contractor. Should Crown Castle, at any time before final acceptance of the entire Work, desire to make an examination of any items of Work already completed, Contractor shall, upon request, promptly furnish all necessary facilities, labor and materials therefor. If such items of Work are found to be defective in any material respect due to the fault of Contractor or its Lower Tier Contractors, Contractor shall pay for all of the expenses of such examination, any demolition and any satisfactory reconstruction.

D. Neither the failure of Crown Castle to exercise the right of inspection, nor the failure to discover defective workmanship or material during such inspection, shall relieve Contractor of its obligation to provide material and workmanship strictly in accordance with the specifications.

E. Contractor warrants to Crown Castle that the use of the Work, including any goods or products provided that have been incorporated into the Work, or any part thereof for the purposes for which such Work was designed, and the performance by Contractor under the Contract Documents, will not infringe on any United States patent or other intellectual property right.
F. The above warranties shall continue for the longer of: (i) two (2) years after Final Completion; or such greater period as may be specified in the applicable Contract Documents; or (ii) two (2) years after Contractor cured any deficient Work that was discovered by Crown Castle during the requisite warranty period. If material furnished by Contractor pursuant to this Agreement is covered by a manufacturer's warranty, Contractor hereby assigns such warranty to Crown Castle and Crown Castle's customer. All warranties shall survive inspection, acceptance and payment and shall apply to repaired or replaced material and services, with the applicable warranty period commencing on the date of completion of such repair or replacement in such event.

G. If, within two (2) years from Final Completion and, with respect to repairs of defective work performed by Contractor within two (2) years from completion of said repairs (or within any longer warranty period prescribed by the applicable Contract Documents), any defect in materials or services provided by Contractor pursuant to this Agreement is discovered, then, upon receipt of notice of such defect, Contractor shall cause such defect to be repaired or remedied at Contractor's sole cost and expense. Contractor shall commence or cause the commencement of repairs immediately upon receipt of notice from Crown Castle and thereafter diligently pursue same to completion. Crown Castle shall have the right without prejudice to any other rights or remedies available to it: (i) to make such repairs and offset the cost thereof against any amounts owed by Crown Castle to Contractor, or invoice Contractor therefor; or (ii) require Contractor to refund the price of the Work that is found to be defective.

11. INDEMNIFICATION

A. Contractor shall indemnify, defend and hold harmless Crown Castle and its Affiliates, Crown Castle's landlords, Crown Castle's customers, and their respective affiliates, customers, employees, officers, directors, agents, successors and assigns from and against any and all suits, actions, proceedings, losses, damages, claims, fines, penalties, costs and expenses (including reasonable attorneys' fees, investigation and remediation expenses) arising out of or resulting from: (i) injuries to or death of any persons (including employees of Contractor and any Lower Tier Contractor) or damage to property, including theft, in any way arising out of or caused by the Work performed or material provided by Contractor or any Lower Tier Contractor; (ii) any failure of Contractor to perform its obligations under the Contract Documents, or breach by Contractor of any representation, warranty, covenant or agreement contained in the Contract Documents; (iii) any release of hazardous substances, pollutants or contaminants caused or exacerbated by the acts or omissions of Contractor or any Lower Tier Contractor; (iv) any violation of any law or other governmental requirement by Contractor or any Lower Tier Contractor; and (v) any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights arising from or in connection with the products provided or the Work performed under the Contract Documents or their use. In no event shall Contractor's indemnity and hold harmless obligations, or portions or applications thereof, apply to any cost, claim, loss or liability caused by the willful misconduct or sole negligence of the party indemnified or held harmless. Furthermore, Contractor specifically waives any immunity provided against this indemnity by an industrial insurance or workers' compensation statute.

B. Crown Castle shall indemnify, defend and hold harmless Contractor and its affiliates, employees, officers, directors, agents, successors and assigns from and against any and all suits, actions, proceedings, losses, damages, claims, fines, penalties, costs and expenses (including reasonable attorneys' fees, investigation and remediation expenses) arising out of or resulting from: (i) any failure of Crown Castle to perform its obligations under the Contract Documents, or breach by Crown Castle of any representation, warranty, covenant or agreement contained in the Contract Documents, and (ii) any violation by Crown Castle, its employees or agents of any law or other governmental requirement regarding any land or tower, building or other structure to which the Work relates. In no event shall Crown Castle's indemnity and hold harmless obligations, or portions or applications thereof, apply to any cost, claim, loss or liability caused by the willful misconduct or sole negligence of the party indemnified or held harmless.

12. SAFETY AND HEALTH

A. Contractor shall be solely responsible for the conduct, safety and health of its employees and agents and those of its Lower Tier Contractors, as well as the public, in connection with the Work. Without limiting the generality of the foregoing, Contractor shall comply with all federal, state and
local laws, ordinances, rules, regulations and orders concerning the safety and health of workers and the public, including, without limitation, the Occupational Safety and Health Act of 1970 ("OSHA") and any similar state statutes. Contractor shall develop, implement, maintain and enforce a safety program for the protection of persons and the Work and will provide the same to Crown Castle upon request. Contractor shall assign a "competent" person to conduct regular safety audits of the Project sites. For the purposes of this paragraph, competent, as defined by OSHA, shall mean one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. Contractor shall maintain written records of safety audits for a period of at least one (1) year.

B. At all times, Contractor shall enforce strict discipline and good order among its employees and Lower Tier Contractors, and shall not employ on the Work or Work site any unfit person or anyone not skilled in the task assigned. Dogs, fires, lethal weapons, and alcohol are not permitted on any Project site at any time. Contractor shall conduct drug screening of employees for unlawful use of controlled substances.

C. Contractor, at its sole cost and expense, shall at all times keep the Project site and adjoining premises and access roads clean of rubbish caused by Contractor's operations and, at the completion of the Work, shall remove all rubbish and all of its tools, equipment, and surplus materials and shall leave the Work site clean and ready for use. If Contractor does not perform such cleaning immediately upon request, Crown Castle may cause such cleaning to be done by others and may charge to and/or withhold from Contractor the expense such cleaning.

D. Upon notice to Contractor, including but not limited to oral or electronic mail, Crown Castle may immediately suspend all Work by Contractor and its Lower Tier Contractors, either at the specific site involved in an Accident or at any and/or all sites at which Contractor may be performing Work for Crown Castle, upon the occurrence of any of the following:

i. While performing Work for Crown Castle, one (1) or more of Contractor's employees (or persons under the Contractor's direct or indirect supervision) has a fatal Accident;

ii. While performing Work for Crown Castle, two (2) or more Accidents occur where one (1) or more employees of the Contractor (or persons under Contractor's direct or indirect supervision) have been seriously injured. For purposes of this provision, an injury will be considered serious if it results in hospitalization of the person for three (3) or more days;

iii. Contractor receives more than one (1) notice of failure to utilize fall arrest systems in accordance with commonly recognized industry practices; or

iv. Contractor is removed from Crown Castle's qualified vendor list for any reason;

v. If Crown Castle suspends Work by Contractor for any of the reasons set forth in this Section 12.D., Work shall not resume until a NTP is given by Crown Castle.

E. Contractor shall notify Crown Castle and provide an accident report within twelve (12) hours of an Accident. Failure to notify Crown Castle or provide said accident report shall, at Crown Castle's option, result in termination of all contracts with Crown Castle and removal of Contractor from the Crown Castle qualified vendor list. The accident report must include at least the following information:

i. Name of Contractor and all Lower Tier Contractors involved

ii. Contact name and telephone number for additional information

iii. Name of Accident victim

iv. Name of employer of Accident victim if not Contractor

v. Location, date and time of the Accident

vi. Description of Elevated Work involved, if any, and the Accident

vii. Known causal factors

viii. Condition of the Accident victim

ix. Healthcare facility and status of victim’s treatment, if applicable and known

x. Police and EMS accident reports
xi. Contractor’s plan to ensure similar accidents will not occur in the future
xii. Description of damaged equipment or property (if any)

F. Promptly after the occurrence of an Accident, Contractor shall provide the following to Crown Castle, in addition to the accident report:

i. OSHA’s accident report
ii. Any local or state governmental agency report related to the accident
iii. OSHA’s signed and final decision regarding any regulatory violations
iv. All witness reports and statements and photographs
v. A complete, accurate, and up-to-date copy of Contractor’s OSHA 300 log (or its latest update) for the past thirty-six (36) months
vi. Contractor’s safety policy
vii. Contractor’s training policy
viii. Any and all other documentation and reports relevant to the accident/incident
ix. Copy of Contractor’s insurance policy

G. Elevated Work Restrictions

i. Contractor represents and warrants that it is fully aware of and knowledgeable about the inherent danger of climbing or working above ground level, especially with regard to tower structures. Furthermore, Contractor warrants, acknowledges and agrees that it shall not perform or cause others to perform Elevated Work for Crown Castle unless expressly indicated and agreed to on the face of this Agreement.

ii. Contractor shall implement all procedures and take all measures necessary to ensure that only those Contractor’s employees or agents or its Lower Tier Contractor’s employees or agents who: (i) make the representations set forth in Section G.i.; and, (ii) who have been properly trained as qualified climbers in accordance with commonly recognized industry practices and applicable federal and state laws and regulations, including but not limited to the following topics described in 13 NCAC 07F.0600, shall climb tower structures:

(A) The nature of fall hazards in the work area;
(B) The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used;
(C) The correct procedures for inspecting fall protection equipment for wear, damage, defect or deterioration;
(D) Climbing safety procedures;
(E) The use and operation of the fall protection systems utilized by the Contractor/Lower Tier Contractor;
(F) The role of each employee in the safety monitoring system used;
(G) The correct procedures for handling and storage of equipment and materials and the erection of overhead protection;
(H) The role of employees in fall protection plans; and
(I) The compatibility of fall protection equipment and fall protection systems

Crown Castle shall have no responsibility whatsoever to monitor Elevated Work by Contractor’s or its Lower Tier Contractor’s employees or agents, or to verify training of the same.

iii. The performance of any Elevated Work by any of Contractor’s or its Lower Tier Contractor’s employees or agents: (i) who have not made the above representations; and (ii) who have not been properly trained as qualified climbers in accordance Section G.ii., shall constitute a material breach of this Agreement. Upon such material breach Crown Castle shall have the right to immediately terminate this Agreement and all Project Appendices and Purchase Orders delivered hereunder, and Contractor shall be liable to Crown Castle for any damages and costs it incurred as the result of said termination.

H. Radio Frequency Exposure Safety

i. Contractor represents and warrants that it is fully aware of and knowledgeable about the
inherent dangers of working on or near tower, rooftop, or other wireless communication sites that are "live", i.e., that are actively receiving and/or transmitting radio signals that may create radio frequency radiation ("RFR") (hereinafter "Live Sites").

ii. Contractor shall implement all procedures and take all measures necessary to ensure that only those Contractor’s employees or agents or its Lower Tier Contractor’s employees or agents who make the representations set forth in Section H.i., and who have satisfactorily completed RFR safety training in accordance with FCC OET 65, the most current applicable updates in OSHA regulations and guidelines, and commonly recognized industry practices, may enter a Live Site or perform Work on a Live Site. Crown Castle shall have no responsibility whatsoever to monitor access to the Live Sites, or to monitor the performance of Work on such Live Sites, by Contractor’s or its Lower Tier Contractor’s employees or agents, or to verify training of the same.

iii. The presence at, or performance of any Work on a Live Site by any of Contractor’s or its Lower Tier Contractor’s employees or agents: (i) who have not made the above representations; or (ii) who have not satisfactorily completed RFR safety training, shall constitute a material breach of this Agreement. Upon such material breach, Crown Castle shall have the right to immediately terminate this Agreement and all Project Appendices and Purchase Orders delivered hereunder, and Contractor shall be liable to Crown Castle for any damages and costs incurred as a result of said termination.

13. EXCUSABLE DELAYS

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such failure is caused by fire, flood, explosion, war, act of terrorism, strike, embargo, government requirement (except a government requirement which Contractor knows or should have known in the exercise of reasonable diligence), civil or military authority, act of God, power blackout, earthquake, volcanic action, public enemy or other similar causes beyond the reasonable control and ability to foresee and without the fault or negligence of the delayed or non-performing party. Notwithstanding the foregoing, Contractor's liability for loss or damage to Crown Castle’s materials in Contractor's control or possession shall not be modified by this provision. In the event of any force majeure condition, the party delayed or unable to perform shall use its best efforts to minimize the delays and costs associated with the force majeure condition and shall immediately give notice to the other party, stating the nature of the force majeure condition and the action being taken to avoid or minimize its effect. In the event of any force majeure condition, Crown Castle may elect to obtain from third parties or itself perform Work that was to be performed under this Agreement by Contractor or suspend this Agreement and extend the period allowed for Contractor’s performance of the Work for a period of time not exceeding the duration of the force majeure condition endured. In the event of any delay, an extension of time shall be the only remedy available to Contractor.

14. SUSPENSION

A. Crown Castle may at any time suspend Contractor's performance of all or any portion of the Work. Suspension of the Work shall not relieve or release Contractor from the obligation otherwise to perform the Work in accordance with this Agreement. Upon being notified of the suspension, Contractor shall immediately take such steps as may be necessary to protect the Work, materials and equipment and to eliminate, reduce and minimize costs. Contractor shall include in its agreements with Lower Tier Contractors provisions, which permit Crown Castle to suspend the Work pursuant to this Agreement without cost to Crown Castle or Contractor. In the event of suspension, an extension of time shall be the only remedy available to Contractor.

B. In the event of a fatality, or willful or serious injury (according to OSHA), Crown Castle has the right to immediately suspend, without compensation to the Contractor, all of Contractor’s work at all of Crown Castle’s jobsites.

15. TERMINATION

A. If any of the following events occurs and is not cured within five (5) business days after Contractor's receipt of notice of the same from Crown Castle, Crown Castle may, without prejudice to any other right or remedy it may possess, terminate the services of Contractor and take control of the Work.
and of all materials owned by Crown Castle and may proceed with the completion of the Work as contemplated by the Contract Documents by whatever method deemed expedient by Crown Castle. If such five (5) day period for cure is agreed by Crown Castle to be unreasonable for the circumstances, Contractor shall immediately initiate curative actions and in good faith diligently pursue until the cure is complete.

i. Contractor, in the reasonable judgment of Crown Castle, fails to supply a sufficient number of skilled workers or suitable materials or equipment for performance of the Work or is otherwise materially behind schedule or fails to perform the Work in a satisfactory and workmanlike manner;

ii. Contractor fails to make payments to any Lower Tier Contractor for labor, material or equipment;

iii. Contractor disregards or fails to comply with laws, ordinances, rules, regulations or orders of any public authority;

iv. Contractor violates any provision of any Contract Document;

v. Contractor files a notice of intention to file a mechanic’s lien or files a mechanic’s lien;

vi. Any Lower Tier Contractor files a notice of intention to file a mechanic’s lien or files a mechanic’s lien;

vii. Contractor fails to provide Crown Castle with executed copies of release and waiver of liens documentation with each invoice submitted for payment;

viii. Contractor fails to provide Crown Castle with a list of all Lower Tier Contractors that will perform Work on each job or project or fails to update such list in accordance with this Agreement; or

ix. Contractor is removed from Crown Castle’s qualified vendor list for reasons other than those described in Section 15.B.

B. Crown Castle may immediately terminate this Agreement in the event that:

i. Contractor is removed from Crown Castle’s qualified vendor list as the result of safety violations; or

ii. Contractor fails to maintain the required levels of insurance coverage or fails to give Crown Castle notice of termination or reduction of insurance coverage. In such event, Crown Castle shall have no further obligation to Contractor, including any obligation to pay Contractor for any Work performed after and including the date such required insurance coverage expired. Contractor, shall at Crown Castle’s election, defend, indemnify and hold Crown Castle harmless for Contractor’s failure to maintain the required types and amounts of insurance coverage.

C. Crown Castle may immediately terminate this Agreement and/or any Work in the event of Contractor’s gross negligence or willful misconduct or if Contractor breaches any of its obligations pursuant to this Agreement and such breach is of a nature which could create a danger to human health, property or the environment or which could expose Crown Castle to third party liability under any law, rule, regulation or order of any federal, state or local government or under Crown Castle’s contract with its customer. Notice of such termination may be made orally, subject to confirmation in writing as soon as practicable thereafter. In the event of such termination, Contractor shall not be afforded the opportunity to cure the default or defaults which precipitated such termination, and Crown Castle may take control of the Work and of all materials owned by Crown Castle and may proceed with the completion of the Work as contemplated by the Contract Documents by whatever method deemed expedient by Crown Castle. The expense of completing such Work shall be payable by Contractor to Crown Castle.
D. Contractor shall not cause or permit its interest in any Contract Document to pass to any trustee, receiver, custodian or assignee for the benefit of creditors, or otherwise by operation of law. Notwithstanding any other provision of this Agreement, and to the extent permitted by law, this Agreement and all rights of Contractor and those claiming through Contractor under this Agreement or any other Contract Document will automatically cease and terminate, without requirement of notice or opportunity to cure: (i) if Contractor's interest in any Contract Document is taken in execution or by other process of law; (ii) if a proceeding under any arrangement of debt, insolvency, readjustment of debt, or receivership law or statute is filed by Contractor; (iii) if a proceeding under any arrangement of debt, insolvency, readjustment of debt or receivership law or statute is filed against Contractor by a third party and is not dismissed within sixty (60) days; (iv) if Contractor makes an assignment for the benefit of creditors or otherwise ceases to exist; or (v) if Contractor takes any corporate action to authorize any of the actions described in this Section 15.D. If this Agreement terminates in accordance with this Section 15.D., Crown Castle may, without prejudice to any other right or remedy it may possess, take control of the Work and of all materials owned by Crown Castle and may proceed with the completion of the Work as contemplated by the Contract Documents by whatever method deemed expedient by Crown Castle, and Crown Castle's obligations for payment to Contractor shall be as set forth in Section 15.E. below.

E. The cost of completion by Crown Castle in the event of a termination based on the occurrence of any of the conditions specified in Sections 15.A., 15.B., 15.C., or 15.D. above shall be deducted from the unpaid balance, if any, then due Contractor under the Contract Documents, and Contractor shall not thereafter be entitled to recover further payments until the Work shall have been duly performed and accepted by Crown Castle. If the ultimate cost of any completion by Crown Castle is in excess of the unpaid balance, Contractor shall reimburse Crown Castle for the amount of such excess within thirty (30) days of receipt by Contractor of an invoice therefor. In the event Crown Castle terminates this Agreement for cause, Crown Castle shall have no obligation to pay Contractor for Work which is not in compliance with the Contract Documents.

F. Crown Castle may terminate this Agreement, or any one or more Project Appendices, at any time, at its discretion and without cause, by written notification to Contractor delivered not less than five (5) days prior to the specified date of termination. Contractor shall, as of the date of termination: (i) terminate all orders in connection with the Work so terminated, to the extent the same can be terminated without cost to Crown Castle or Contractor; (ii) terminate and settle, subject to approval of Crown Castle, other orders and subcontracts where the cost of settlement will be less than costs which would be incurred if such orders and subcontracts were to be completed; and, (iii) if directed by Crown Castle and to the extent stated in the notice of termination, do such Work as may be necessary to preserve the Work in progress. If Crown Castle terminates this Agreement or any one or more Project Appendices pursuant to this Section 15.F., Contractor shall be compensated for Work properly performed prior to and in connection with such termination.

G. Upon termination as described in Sections 15.A., 15.B., 15.C., 15.E. or 15.F., Contractor shall return all work product to Crown Castle promptly upon its receipt of notice of termination.

H. Contractor, upon sixty (60) days prior written notification to Crown Castle, may terminate this Agreement and any Project Appendices for any reason, provided however, Contractor shall complete any Work in progress in accordance with the Contract Documents.

16. INSURANCE

A. During the performance of Work, Contractor, at its sole expense, shall maintain in effect at all times insurance coverage with limits not less than those set forth on Exhibit C attached to this Agreement. In addition, Contractor shall require each of its Lower Tier Contractors to carry no less than $1,000,000 general liability coverage and $5,000,000 follow form excess insurance coverage in effect during the course of the Work.

B. Any insured loss or claim of loss against which Crown Castle believes that it has a right to indemnification under this agreement, shall be negotiated by Contractor or its insurer with full notice to and participation by Crown Castle. Any settlement payments made as a result of such insured loss or claim of loss against which Crown Castle is indemnified hereunder, shall be made payable to or on behalf of Crown Castle. Upon occurrence of such an insured loss or claim of loss, monies received will be held by Crown Castle which shall make distribution in accordance with an
agreement to be reached in such event between Crown Castle and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be submitted to a court of competent jurisdiction to determine ownership of the disputed amounts. The Work shall nevertheless progress during any such period of dispute (subject to all other provisions herein) without prejudice to the rights of any party to the dispute. Contractor shall be responsible for any loss within the deductible limit of the policy.

C. The provisions set forth in this Agreement with respect to the types of insurance required, minimum limits and Crown Castle approval requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

D. Upon completion and Crown Castle’s written acceptance of the Work, Crown Castle shall have title to all completed portions of the Work. Prior to Crown Castle’s acceptance of the Work, Contractor shall bear all responsibility for damage or loss to property or Work performed up to the time of such damage or loss, as well as for materials delivered to and stored at the Work site which are intended to become a part of the Work. Contractor shall replace or repair said Work or materials at its own expense to the complete satisfaction of Crown Castle. Contractor shall bear the risk of loss or damage to Contractor’s property used in the construction of the Work but which does not become a part thereof.

17. LAWS, PERMITS AND TAXES

A. At its expense, Contractor shall comply with and give all notices required by all federal, state and local laws, ordinances, rules, regulations and orders required for performance of the Work. Before starting Work on each Project, Contractor shall ascertain whether the specifications, drawings or other Contract Documents are at variance with any such laws, ordinances, rules, regulations and orders and shall promptly notify Crown Castle of any such variance. Contractor shall have the responsibility to ensure that all of its Work and that of its Lower Tier Contractors comply with said laws, ordinances, rules, regulations and orders.

B. Contractor shall secure all licenses, permits and inspections, pay all related charges and fees and give all notices necessary for the due and lawful prosecution of the Work, except as otherwise provided in the Contract Documents.

C. Unless otherwise agreed in writing, Contractor shall pay all applicable taxes including, but not limited to sales, use, property and taxes on income, including all penalties and interest thereon.

D. Contractor and its Lower Tier Contractors shall pay all taxes with regard to the Work measured by wages, salaries or other remuneration of their employees required by the Federal Insurance Contributory Act as amended, any other applicable federal laws, or the applicable laws of the state and/or locality in which the Work is performed. Contractor hereby agrees to indemnify and hold Crown Castle harmless from any liability on account of any and all such taxes, liens, duties, assessments, deductions and benefits, in addition to any penalty, interest or other charge that may be levied as a result of Contractor’s or any Lower Tier Contractor’s late payment, insufficient payment, or failure to pay any such taxes.

E. Contractor and its Lower Tier Contractors shall file such returns, reports or forms necessary for the payment of taxes.

F. Upon written request, Contractor shall submit to Crown Castle written evidence of any filings or payments of all taxes, including government furnished receipts and detailed documentation by the federal government or any applicable states. Crown Castle reserves the right to contest, or cause Contractor to contest, any such tax, fee or assessment, and Contractor shall use its best efforts in cooperating with Crown Castle in any such contest.

G. If provided by Contractor, Contractor shall pay all royalties and license fees in connection with the materials installed and labor performed in conjunction with the Work.
18. BONDS

As specified in a Project Appendix, Crown Castle may require Contractor to furnish performance and payment bonds covering the faithful performance of all or any part of the Work and the payment of all obligations arising as a result thereof. Such bonds shall be issued by a company licensed to do business in the states in which the Work is to be performed and holding a certificate of authority as an acceptable surety on fidelity bonds from all governmental authorities with competent jurisdiction. Such bonds shall remain in full force and effect through the completion of the Work and for one year after Final Completion and shall protect Crown Castle against damages resulting from defects in the Work, improper or incomplete Work or other default in the performance of the Work and default in payment to Lower Tier Contractors. Unless otherwise provided in the Contract Documents, Contractor shall be reimbursed by Crown Castle for the cost of such bonds, at cost.

19. INSPECTION; AUDIT

A. Contractor shall maintain complete and accurate records of all hours worked and all costs reimbursable by Crown Castle under the Contract Documents. For Work performed on any cost basis other than firm lump sum, Crown Castle, for two (2) years after Final Completion of a Project, shall have full access during normal working hours to Contractor’s priced records, purchase orders, invoices, receipts, and time sheets relating to such Work, in order to verify the cost of the Work and any burdens or overheads and profit relating thereto. Such auditing rights of Crown Castle shall not apply to the breakdown of the agreed upon rates, percentages and mark-ups.

B. All payments made pursuant to this Agreement by Crown Castle shall be subject to final adjustment, as determined by audit performed pursuant to this Agreement.

20. CONFIDENTIALITY

A. Contractor shall hold Confidential Information received from Crown Castle in strict confidence, shall use such information only for the purpose for which it is disclosed and in accordance with this Agreement, and shall not disclose such information to any third party without the prior express written approval of Crown Castle, except that Contractor may disclose Confidential Information to its agents, servants, employees, and subcontractors to the extent they need to know the Confidential Information to allow Contractor to fulfill its obligations under this Agreement. Contractor is responsible for the acts of each of its agents, servants, employees and Lower Tier Contractors. Contractor hereby agrees that it shall not develop any new techniques or ideas relating to Crown Castle’s proprietary information including, without limitation, any Confidential Information or CCISites related information except to improve Contractor’s efficiency in performing the Work, and Contractor hereby assigns to Crown Castle any and all right, title and interest Contractor may have in or to any new techniques or ideas relating to Crown Castle’s proprietary information that may be developed by Contractor, including any agent, servant, employee or subcontractor in or as a result of performing the Work. Contractor shall only use the proprietary information of Crown Castle for the purpose of the Work for which it is available or disclosed. No ownership right in Crown Castle proprietary information is transferred in any manner pursuant to this Agreement.

B. The confidentiality restrictions of this Agreement shall not apply to any information: (i) lawfully received from another source free of restriction and without breach of this Agreement; (ii) that becomes generally available to the public without breach of this Agreement; (iii) known to the Contractor at the time of disclosure; (iv) independently developed by the Contractor without reference or resort to the Confidential Information; (v) disclosed pursuant to written consent of Crown Castle; or (vi) is required by legal process or court order to be disclosed by the Contractor, provided that Contractor gives Crown Castle prompt written notice of such requirement prior to such disclosure.

C. Contractor’s obligation to protect the confidentiality of Confidential Information disclosed by Crown Castle to it shall survive the expiration, termination or assignment of this Agreement for a period of two (2) years; provided confidentiality relating to CCISites shall survive for five (5) years, and provided confidentiality relating to trade secrets shall survive for perpetuity.

D. To the fullest extent permitted by the U.S. Copyright Act (17 U.S.C. §101 et, seq., and any successor statute) or any other applicable law, any proprietary information, invention or work product created as a result of this Agreement or relating to any Work along with any work product delivered by Contractor
to Crown Castle shall constitute "work made for hire" and proprietary information, invention or work product of Crown Castle, and the ownership of such information, invention and/or work product shall fully vest in Crown Castle all rights, at the times it was created. To the extent such proprietary information, invention and/or work product does not constitute “work made for hire” under applicable law, Contractor hereby irrevocably assigns and transfers to Crown Castle all worldwide right, title and interest therein that Contractor may now have or which Contractor may hereafter acquire, without further consideration from Crown Castle. The foregoing notwithstanding, Contractor shall not be required to assign to Crown Castle any right in or to any invention for which no equipment, supplies, facilities, trade secret, Confidential Information or proprietary information of Crown Castle was used and which was developed entirely on Contractor’s own time, unless: (i) the invention relates directly to the business of Crown Castle or to Crown Castle’s actual or demonstrably anticipated research or development; or (ii) the invention results from any Work or other project performed by Contractor for Crown Castle. Contractor hereby agrees to take all such further action (including, but not limited to, the execution, acknowledgement, delivery and assistance in preparation of documents or the giving of testimony) as may be requested by Crown Castle to evidence, vest, transfer or confirm Crown Castle’s right, title and interest in and to such proprietary information, work product and/or invention.

E. Contractor will neither adversely affect the reputation of Crown Castle or Crown Castle’s customer, nor disclose any information to any person or entity concerning any of their business affairs. Contractor further agrees to not divert or solicit any of Crown Castle’s customers on behalf of itself or any third party.

F. Because money damages would not be a sufficient remedy for a breach of this Agreement, Crown Castle shall be entitled to obtain injunctive relief in addition to monetary damages if a breach were to occur.

21. PUBLICITY

A. Neither party shall publicly advertise or publish information concerning the entry into, execution of, terms or delivery of this Agreement, including, but not limited to the nature of this Agreement, its terms or conditions, or the terms and conditions of a Contract Document issued hereunder, without the prior written consent of the other party. Neither party will delay or withhold such consent unreasonably.

B. Neither party shall use the name or trademark of the other or any of their respective parent companies, subsidiaries, affiliates or partners with respect to any advertising, promotion, publicity or representation that either party may make in connection with its business, services and/or product lines, as applicable, without the prior written consent of the other party. Neither party will delay or withhold such consent unreasonably.

22. NOTICES

A. Any notice delivered under this Agreement shall be in writing and shall be delivered by facsimile, certified mail or recognized overnight courier service addressed to the parties at the addresses set forth on the signature page of this Agreement or to such other address as a party may subsequently designate in a written notice delivered pursuant to this provision.

B. Any notice given by Certified U.S. Mail or courier delivery service shall be effective on the earliest of: (i) the expiration of five (5) business days after the day it is mailed; or (ii) the date of receipt as evidenced by the U.S. Postal Service’s domestic return receipt or courier delivery service receipt. Any notice given by sending a facsimile to the applicable facsimile telephone number shall be effective as of the next business day after the date of receipt of such facsimile as shown by a facsimile confirmation report.

23. RELATIONSHIP OF PARTIES

A. Contractor’s relationship with Crown Castle pursuant to this Agreement is that of independent contractor. All persons employed by Contractor in the performance of the Work shall be under the sole and exclusive direction and control of Contractor and shall not be considered for any purpose to be the employees of Crown Castle. Contractor shall be separately and exclusively responsible for the acts and omissions of its employees and those of its Lower Tier Contractors. Contractor shall supervise and direct the Work, using the highest skill and attention, and shall be responsible for all
construction means, methods, techniques, sequences and procedures and for coordinating all Work. Contractor shall be responsible for all withholding from its employees wages as required by law, and for making all contributions in respect thereof required of employers.

B. The parties acknowledge that Crown Castle USA Inc. has entered into this Agreement on behalf of itself and certain of its Affiliates for convenience in order to establish uniform terms and conditions for Work awarded by any of such Crown Castle Affiliates to Contractor. The foregoing notwithstanding, Contractor hereby agrees that any claim Contractor may have arising out of or relating to this Agreement or any Work performed by Contractor shall be made only against the particular Crown Castle entity, which executed the applicable Project Appendix and issued the applicable Purchase Order. Contractor further agrees that it shall have no claim against any other Crown Castle entity or Affiliate based only on the manner in which this Agreement was executed by Crown Castle.

C. Contractor further agrees to not divert or solicit directly or indirectly from Crown Castle to itself or any third parties, or solicit from any of Crown Castle’s customers or potential customers on behalf of itself or any third parties, business opportunities that Crown Castle presents to Contractor in which Crown Castle proposes to subcontract all, or a portion thereof, to Contractor.

24. SITE ACCESS CUSTOMER SERVICES

From time to time, Contractor may be directly or indirectly hired by any of Crown Castle’s customers or landlords to perform certain services for it at certain Crown Castle site(s) (“Customer Services”). As consideration for Crown Castle permitting access to Contractor to perform Customer Services, Contractor agrees that it: (i) shall provide notice to Crown Castle prior to site access; and (ii) with regard to the Customer Services, shall be bound by the following provisions of this Agreement, along with any other referenced provisions and exhibits, entitled as below or of similar such language, and any other applicable provisions and exhibits; and (iii) shall cause its Lower Tier Contractors to be bound by the same:

- RELEASE AND WAIVER OF LIENS
- SPECIFICATIONS
- SUBCONTRACTING
- INDEMNIFICATION
- SAFETY AND HEALTH
- INSURANCE

Contractor shall provide to Crown Castle, upon completion of Customer Services and in such form and content as required by Crown Castle, and further described in the Engineering Standards, a “closeout package”, excluding any customer proprietary or confidential information. If within twenty (20) business days following Final Completion, Contractor fails to provide the closeout package, Crown Castle may assess liquidated damages in the amount of Two Thousand Five Hundred and 00/100 dollars ($2,500.00) to cover Crown Castle’s cost for generating such closeout package.

25. LIMITATION OF LIABILITY

WITHOUT LIMITING THE PARTIES RIGHTS UNDER SECTION 11., WITH RESPECT TO THIRD PARTY CLAIMS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, AND COSTS, EXPENSES, ACTIONS OR CLAIMS RELATED THERETO INCURRED OR OTHERWISE SUFFERED BY THE OTHER PARTY THAT ARISES OUT OF THIS AGREEMENT UNDER ANY THEORY OF LAW UNLESS SUCH LIABILITY, COSTS, EXPENSES, ACTIONS OR CLAIMS ARISE IN CONNECTION WITH A TORT. IN NO EVENT SHALL THIS PARAGRAPH DIMINISH, AFFECT, IMPEDE OR IMPAIR, IN ANY MANNER WHATSOEVER, THE BENEFITS TO WHICH CROWN CASTLE MAY BE ENTITLED UNDER ANY INSURANCE POLICY REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT, ANY CONTRACT DOCUMENTS, OR UNDER THE TERMS OF ANY WAIVER OF SUBROGATION CONTAINED THEREIN.

26. APPLICABLE LAW; VENUE

Unless as otherwise required by law, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law.
principles. All suits, actions or other proceedings brought by Contractor against Crown Castle arising out of or relating to this Agreement shall be brought only in the Court of Common Pleas, Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania.

27. WAIVER OF JURY TRIAL

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise.

28. AMENDMENTS; NO WAIVER

No amendment, waiver or discharge of any provision of this Agreement will be effective unless made in a writing that specifically identifies this Agreement and the provision intended to be amended, waived or discharged and is signed by Crown Castle and Contractor. Each such amendment, waiver or discharge will be effective only in the specific instance and for the purpose for which it is given.

29. CUMULATIVE REMEDIES

The enumeration of specific rights and remedies of Crown Castle shall not be construed to deny the existence or the effect of, or to impair or diminish, any other rights or remedies of Crown Castle available at law or in equity.

30. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law, all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible, and such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof. Any court or arbitrator having jurisdiction over this Agreement shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

31. ASSIGNMENT

Contractor shall not assign any right or interest under this Agreement or, subject to the provisions of Section 7. of this Agreement, delegate any obligation under this Agreement or any other Contract Document without the prior written consent of Crown Castle. Contractor shall be responsible to Crown Castle for all Work performed by Contractor’s Lower Tier Contractors. Crown Castle may assign this Agreement or any related agreements to its parent or any joint venture in which it participates, or any subsidiary, affiliate, or successor to Crown Castle, its parent or any such joint venture.

32. CONSTRUCTION

Crown Castle and Contractor acknowledge that this Agreement shall not be construed in favor of or against Crown Castle solely on the basis of the fact that Crown Castle drafted the Agreement and that this Agreement shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

33. TERM OF AGREEMENT

This Agreement shall become effective upon full execution. Unless sooner terminated in accordance with Section 15., this Agreement shall remain in force and effect for a one (1) year period, with automatic renewal for successive annual one (1) year periods.

34. SURVIVAL

Any provision contained within the Agreement which by its very nature is intended to survive termination of the Agreement shall survive such termination.
35. ENTIRE AGREEMENT

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written communications, understandings or agreements between the parties with respect to such subject matter. In no event shall preprinted terms or conditions found on any proposal, acknowledgment or other document issued by Contractor (whether or not signed by Crown Castle) be considered part of, or an amendment or modification to, this Agreement.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date last written below, intending to be legally bound hereby.

**Crown Castle:**
Legal Entity Name: Crown Castle USA Inc.

Signature:
Print Name: James D. Young
Print Title: Sr. VP and Chief Operating Officer
Date: September 18, 2014
Notices: Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, PA 15317
  Attn: Director of Supply Chain Management
  Phone: 724-416-2000
  Facsimile: 724-416-2130
  E-mail: purchasing@crowncastle.com
  Copy to: Legal Department
  Facsimile: 724-416-2564

**Contractor:**
Legal Entity Name: ________________________________________________________________
Signature: ________________________________________________________________
Print Name: ________________________________________________________________
Print Title: ________________________________________________________________
Date: ________________________________________________________________
Notices to Contractor:
Street Address: ________________________________________________________________
City, State, Zip Code: ________________________________________________________________
Attention: ________________________________________________________________
Phone: ________________________________________________________________
Facsimile: ________________________________________________________________
E-mail: ________________________________________________________________
EXHIBIT A: CONTRACTOR INVOICING REQUIREMENTS

The following information MUST be included with each invoice that the Contractor submits to Crown Castle for payment.

1) Contractor’s name, address, phone number and contact information
2) Contractor’s Invoice Number
3) Invoice Date (work must be complete including close out package, if required)
4) Crown Castle Purchase Order Number
5) If freight costs are prepaid and added, the invoice must have a freight invoice (priced bill of lading)
6) Waiver of Liens (if applicable)
   a. Crown Castle Contractor Partial Release and Waiver of Liens (Exhibit B-1)
   b. Contractor’s Lower Tier Contractor Release and Waiver of Liens (Exhibit B-2)

The following information should be included on the invoice, if required by Crown Castle area management.

1) Crown Castle site Business Unit Number. Add per line item if invoice covers more than one site.
2) Contractor’s Crown Castle vendor number
3) Time period covered by the invoice
4) Contractor’s Master Agreement Number
5) Project Appendix number
6) Project or Job name
7) Candidate site identification (Site acquisition work)
8) Crown Castle customer name
9) JDE general ledger coding, if known (XXXXX.XXXX.XXXXX)

Submission of invoices directly to the Crown Castle office indicated below facilitates processing. Contractor may elect to send copies and emails to the area contact. Send the original invoices and Release and Waiver of Liens, if applicable, to:

Crown Castle
Attention: Accounts Payable Dept.
2000 Corporate Drive
Canonsburg, PA 15317
Exhibit B-1: Crown Contractor Conditional Release and Waiver of Lien

<table>
<thead>
<tr>
<th>List of Lower Tier Contractor(s)</th>
<th>A. Total P.O. Value to L.T.C. (From B-2)</th>
<th>B. Previously Invoiced Amount (From B-2)</th>
<th>C. Amount Requested on this Invoice (From B-2)</th>
<th>D. Remaining Amount (From B-2)</th>
</tr>
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<tr>
<td></td>
<td>$0.00</td>
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Totals of all B-2 Release and Waiver of Liens: $0.00 $0.00 $0.00 $0.00

As required by the terms of the above-referenced Purchase Order, and as an independent covenant, Contractor hereby certifies that all work required to be performed pursuant to the above-referenced Purchase Order with respect to the site(s) indicated above, and covered by the Subject Invoice, has been completed in accordance with all applicable requirements and specifications.

Contractor further certifies that any and all of its suppliers of labor, materials, superintendence or any other services or commodities, whether under direct contractual obligation of Contractor or not (the "Lower Tier Contractor(s)") as identified above, who have contributed directly or indirectly to Contractor’s fulfillment of its contractual obligations to Crown Castle USA Inc. or its affiliates ("Crown") with respect to the subject matter of the Subject Invoice, have been paid in full and that there are no outstanding claims, demands or unsettled disputes between Contractor and any Lower Tier Contractor, as further evidenced by the Lower Tier Contractor Release and Waivers of Liens each of which is hereby attached as Exhibit "B-2." In the event Contractor hereafter becomes aware of any such claim, demand or dispute, Contractor agrees to notify Crown of the same within three (3) days and to immediately discharge, bond or satisfy any such claim, demand or dispute at Contractor’s sole expense. Contractor further agrees that Crown may withhold any payments otherwise due Contractor in relation to this or any other work until such claim, demand or dispute shall have been settled to Crown’s reasonable satisfaction; provided, however, that if such claim, demand or dispute shall not have been settled within a reasonable period of time, Crown may discharge the same and deduct the amount expended from the amount due Contractor.

Except for payment of the Subject Invoice Amount above, Contractor hereby certifies that it has been paid in full for all work performed under or in connection with the above-referenced site(s) as covered by the Subject Invoice(s). In consideration for said work and provided said Subject Invoice Amount is paid in full, Contractor hereby waives and releases any and all claims, liens or rights of lien it has or may have with respect to Crown, Crown’s customer and the landowner, including, but not limited to, claims, liens and rights of liens for payment of the Purchase Order Amount, to the extent covered by the Subject Invoice. Contractor agrees to indemnify and hold Crown, its customer and landowner harmless from and against any and all claims, demands or liens arising in connection with Contractor’s work performed in connection with the Subject Invoice, including, but not limited to, claims of Lower Tier Contractors and/or any governmental agency.

This document does not operate as acceptance by Crown or its customer of any incomplete work or work not in conformance with the above-referenced Purchase Order or any other associated contract document ("Contract Document"), with respect to the site(s) indicated above, nor does it relieve Contractor of its continuing obligations, such as warranty and repair, under the Contract Documents. The remedies provided herein are not exclusive, but rather are in addition to any remedies that may be available to Crown and/or its customer at law or in equity.

In accordance with the attached Subject Invoice, Contractor hereby certifies that the above listed Lower Tier Contractors have provided services and/or materials for the above referenced site on behalf of Contractor. Failure of Contractor to provide an accurate list of all Lower Tier Contractors is a material breach of Contractor’s Agreement with Crown and will result in termination of Contractor’s “approved” status. Failure to provide Lower Tier Contractor Release and Waiver of Liens forms will result in a rejected Subject Invoice.

IN WITNESS WHEREOF, the undersigned has executed this Contractor Conditional Release and Waiver of Liens as of the date last written below intending to be legally bound hereby.

<table>
<thead>
<tr>
<th>Contractor (Officer of Company)</th>
<th>Witness to Officer’s Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Print Name:</td>
<td>Print Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

B-1 RWOL (V3.01)
**Exhibit B-2: Lower Tier Contractor Unconditional Release and Waiver of Lien**

<table>
<thead>
<tr>
<th>Name of Lower Tier Contractor:</th>
<th>Crown Site Number (8xxxxx):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>LTC Invoice Number to Contractor:</td>
</tr>
<tr>
<td>City, State and Zip Code:</td>
<td>Contractor’s P.O. Number:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>A. Total P.O. Value to L.T.C.</th>
<th>B. Previously Invoiced Amount</th>
<th>C. Amount Requested on this Invoice</th>
<th>D. Remaining Amount</th>
</tr>
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<tbody>
<tr>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

Lower Tier Contractor certifies that all work required to be performed pursuant to the above-referenced Purchase Order, or other contractual document, with respect to the site(s) indicated above has been completed in accordance with all applicable requirements and specifications.

Lower Tier Contractor hereby certifies that it has been paid the “Amount Requested on this Invoice” (see “C” above) by Contractor for work performed under or in connection with the above-referenced site(s). In consideration for said work and payment of the final balance in full, Lower Tier Contractor hereby waives and releases any and all claims, liens or right of lien it has or may have with respect to Crown, Crown’s customer and the landowner, and/or any of their respective real or personal property, including but not limited to, claims, liens and rights of lien for payment of the contract price. Lower Tier Contractor agrees to indemnify and hold Crown, its customer and landowner harmless from and against any and all claims, demands or liens arising in connection with Lower Tier Contractor’s work performed under the referenced Purchase Order, or other contractual document, including but not limited to, claims of suppliers of labor, material, superintendence or any other service or commodity and of any government agency.

This document does not operate as acceptance by Crown or its customer of any incomplete work or work not in conformance with the above-referenced Purchase Order or any other associated contract document (“Contract Document”), with respect to the site(s) indicated above, nor does it relieve Lower Tier Contractor of its continuing obligations, such as warranty and repair, under the Contract Documents. The remedies provided herein are not exclusive, but rather are in addition to any remedies that may be available to Crown and/or its customer at law or in equity.

IN WITNESS WHEREOF, the undersigned has executed this Lower Tier Contractor Unconditional Release and Waiver of Lien as of the last day written below intending to be legally bound hereby.

<table>
<thead>
<tr>
<th>Lower Tier Contractor (Officer of Company)</th>
<th>Witness to Officer’s Signature (required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Print Name:</td>
<td>Print Name:</td>
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<tr>
<td>Title:</td>
<td>Title:</td>
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<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

B-2 RWOL (V3.01)
A. During the performance of Work, Contractor, at its sole expense, shall maintain in effect at all times insurance coverage with limits not less than those set forth below:

i. Commercial general liability Insurance (occurrence based) providing coverage for: a) Premises and operations; b) Explosion, collapse and underground property damage (where applicable); c) Products and completed operations; d) Contractual liability; e) Broad form property damage; f) Independent contractors; g) Personal injury liability (employment exclusion deleted); h) Worldwide and/or global liability coverage if work is performed in Puerto Rico or outside the Continental United States of America. Minimum limits (bodily injury and property damage, combined) for the foregoing coverage shall be $1,000,000 per occurrence, $2,000,000 general aggregate (per Project) and $2,000,000 products/completed operations aggregate, i) additional insured endorsement, ISO CG2010 0704 & CG 2037 0704 or form equivalent.

ii. Commercial automobile liability insurance covering the use and maintenance of all automobiles and other vehicles (owned, non-owned and hired) with minimum limits of coverage for bodily injury and property damage combined at $1,000,000 per accident. Should an employee of Contractor or of its Lower Tier Contractor become involved in an accident while driving their personal vehicle in performance of Work for Crown Castle, such employee’s personal Auto Liability insurance coverage shall be primary in nature, coming into full effect before any other insurance coverage.

iii. Workers’ compensation insurance and other employer’s liability coverage (including Jones Act and Longshoremen’s if and when applicable), for all employees in accordance with statutory requirements, with minimum limits of $100,000 per accident (employer’s liability), $100,000 each person (disease) and $500,000 policy limit (disease). If providing services in Puerto Rico, or outside of the continental United States, worldwide and/or global liability insurance must be provided for all employees in accordance with all applicable statutory requirements.

iv. Umbrella form of Excess Liability offering coverage that at least follows the form of underlying insurance coverage, with minimum limits of $5,000,000 for each occurrence and $5,000,000 in the aggregate.

v. The requirements of this paragraph apply only to Contractors who perform DAS Work. Crown Castle will provide an installation floater policy to cover certain equipment and materials that have been provided by Crown Castle or one of its customers to Contractor for installation in a DAS project. That policy will provide for a blanket limit of $500,000 subject to a $2,500 deductible. Contractor will be responsible for any loss up to and including the deductible amount and for any loss exceeding the policy limits. Contractor may, from time to time, be requested to provide coverage for exposures in excess of these policy limits. Contractor will additionally be assessed a claims processing fee of $2,500 for each claim.

B. The insuring carriers and the form of the insurance policies shall be subject to approval by Crown Castle and shall provide that not less than thirty (30) calendar days’ prior written notice shall be given to Crown Castle prior to cancellation or termination of said policies of insurance. Crown Castle and its parent, joint ventures, subsidiaries, and affiliates, as their interest may arise, shall be named as additional insureds on all applicable policies other than workers’ compensation insurance and professional liability insurance and shall be primary and non-contributory with any other insurance available to or maintained by Crown Castle. Additional insured endorsement shall include coverage for completed operations, as well as, ongoing operations. Pursuant to the applicable Project Appendix, Crown Castle may require that its customer and/or landlord also be named as an additional insured. All insurance policies shall waive the right of recovery or subrogation against Crown Castle, its parent, joint ventures, subsidiaries and affiliates and its customer. Contractor shall furnish to Crown Castle certificates evidencing such insurance coverage in a form satisfactory to Crown Castle prior to and as a condition to becoming an approved Crown Castle contractor, and thereafter upon renewal of coverage or at the request of Crown Castle. Prior to the commencement of any work, insurance certificates shall be delivered to the Crown Castle office indicated in the applicable Project Appendix, attention: Legal Department – Vendor Administration. At any time and from time to time after the execution and delivery of the foregoing Agreement, Crown Castle may require Contractor to obtain and maintain additional or alternative insurance coverages with limits in addition to or greater than those described above.