

Contract for Services

This contract ("**Contract**") is entered into by and between ("**Client**"):

FCF

and the following person or entity ("**Contractor**"):

Satlink

Whereas, Client and Contractor are parties to a Memorandum of Understanding ("**MOU**") between The Nature Conservancy and other parties as set forth therein for purposes of implementing the Electronic Monitoring Bulk Procurement Program ("**Program**");

Whereas, the Program requires, among other things, that Client engage Contractor to provide certain electronic monitoring services as further set forth in this Contract.

Now, therefore, in consideration of the promises and mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, each of Client and Contractor agree as follows:

1. **Services.** Contractor agrees to provide professional services described in Exhibit A ("**Services**"), and will deliver to Client the deliverables described in Exhibit A ("**Deliverables**"), in accordance with the terms and conditions attached hereto as Exhibit B ("**Terms and Conditions**") and any other exhibits or attachments to this Contract, all of which are incorporated by reference into this Contract. Client agrees to provide all such assistance, including access to the Client's equipment and facilities if required, as Contractor may reasonably require in connection with the performance of the Services. Unless otherwise noted, in the event of a conflict between the terms of this Contract and any exhibit hereto, the terms of this Contract will control.
2. **Equipment.** The purchase of electronic monitoring equipment ("**Equipment**") is required in conjunction with the Services, and such purchase shall be subject to the additional terms set out in Exhibit C attached hereto. In case of inconsistency between the terms of the Terms and Conditions and the terms set out in Exhibit C, the terms set out in Exhibit C shall prevail with respect to the sale of Equipment only.
3. **Software.** The use and delivery of the Services and Equipment may require the use of certain Contractor and third-party software ("**Software**"). Client's use of the Software shall be subject to the terms of the Contractor and third party end user license agreements, as appropriate, a copy of which is set out in Exhibit D.

Rest of the Contract Redacted