



“PROJECT ONE.NJ” EARLY ACTIVATION CONTRACT AGREEMENT

This Agreement is entered into as of the date below by and between **Online Policing Solutions, Inc.** ("OPS" or "Company"), a corporation registered in the state of New Jersey, and, a law enforcement agency located at **[Agency Address]** ("Agency"), by and through its duly authorized representative, **[Executive Name]** ("Executive"). This Agreement outlines the terms and conditions under which the Agency will obtain access to software and network solutions and services offered and supported by OPS and in part via the **Project One.NJ** early adoption program. www.projectonenj.org

1. PURPOSE OF AGREEMENT

This Agreement governs the early adoption of OPS Network applications and solutions under **Project One**, a special initiative for New Jersey law enforcement agencies. As part of the early adoption, the Agency will have access to OPS applications, solutions, as agreed upon in the cost and service **invoice#**:

The Agency agrees to participate in **Project One** under the terms set forth in this Agreement, including committing to full payment for one (1) year of agreed upon OPS services starting no later than **February 1, 2026**, regardless of whether the services are fully operational by that date.

2. PROJECT ONE PROGRAM PARTICIPATION AND INCENTIVES

- **Early Access:** The Agency is being granted early access to the requested OPS Network applications and services starting in **third quarter of 2025** under **Project One.NJ**, which is scheduled to officially launch in 2026.
- **Early Adopter Benefits:** The Agency will receive special incentives as part of this early adoption program, as outlined in the **Project One Overview**.



- **No Payment Required Until 2026:** The Agency agrees to delay payment of fees for services accessed under the early adoption program until **February 1, 2026**. The full payment for the first year of service is due by this date.
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3. PAYMENT TERMS

- **Due Date:** The Agency agrees to pay OPS in full for the first year of service no later than **February 1, 2026**.
 - **Payment Amount:** The payment amount for the first year is outlined in the agreed to and referenced invoice, based on the services the Agency has selected as part of the early adopter program.
 - **Failure to Pay:** If the Agency fails to pay the full amount by February 1, 2026, the Agency will be considered in breach of this Agreement, and OPS will exercise its right to terminate the services and charge the Agency for any outstanding amounts.
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4. COMMITMENT TO FIRST YEAR

- **One-Year Commitment:** The Agency agrees to a minimum one-year commitment to participate in the Project One program. Even if the OPS applications and solutions are not fully operational or if certain assets are not yet deployed by payment due date, the Agency agrees to remain committed to the program for one full year February 1, 2026.
 - **No Refunds:** The Agency acknowledges and agrees that **there will be no refunds for the first year of participation**, even if the services are not fully operational by the start date or due to any technical, operational, or other delays.
 - **Cancellation After First Year:** Following the completion of the first year of service, the Agency may cancel participation in the program on an annual basis, subject to the terms of the OPS Network's standard agreements.
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5. TERMS OF SERVICE AND LIABILITY

- **Service Delivery:** OPS agrees to provide the services and applications in good faith, however, the Agency acknowledges that, despite best efforts, delays in full service deployment may occur. The Agency understands that these potential delays will not excuse the Agency from fulfilling its payment obligations under this Agreement.



- **Limitation of Liability:** OPS will not be held liable for any delay in service delivery or failure to provide any specific services during the early adoption phase. The Agency agrees that OPS will not be liable for any indirect, incidental, or consequential damages resulting from any disruption or delay in the implementation of the applications.

6. ADDITIONAL TERMS

- **Amendment:** This Agreement may only be amended in writing, signed by both parties.
- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

7. EXECUTION AND AGREEMENT

By signing below, the Agency and Executive acknowledge and agree to the terms and conditions set forth in this Agreement.

For [Agency Name]

Signature: _____

Name: [Executive Name]

Title: [Executive Title]

Date: _____

End of Agreement

