June 9, 2025

Mr. Prasant Sahu
Schweitzer Engineering Laboratories, PVT Ltd.
Plot No. 166, 5th A Cross Road
Bommasandra Industrial Area
Bangalore, Kamataka 560099
India

RE: **Maintenance Support Services for Grid Protection Alliance, Inc., Products**

Dear Mr. Sahu:

Per your request, this is a quote for Grid Protection Alliance, Inc., (GPA) to provide annual support services to Schweitzer Engineering Laboratories, PVT Ltd., (SEL) for GPA synchrophasor applications as well as time and materials dollars, as needed, described below.

Coverage

This agreement covers the following applications/packages for maintenance and support:

- openPDC
- openHistorian

SEL is granted a perpetual, non-exclusive, non-transferable license to use the latest version of the software released during the term of this agreement **at no cost**. Support is provided for the deployment of new versions and patches during the term of this agreement.

The services to be provided by GPA are described in the attached **Software Support & Maintenance Agreement Terms & Conditions**.

Operating Environment

This agreement is valid for one (1) operating environment, where an "operating environment" is defined as one or more instances monitoring the same data in the same context (e.g., Substation vs. Control Room, Transmission vs. Distribution, etc.), and an "instance" is defined as a separate installation (e.g., failover clusters; production, acceptance, and test; etc.).

Pricing

One (1) year of 24-hour x 7-day support for the synchrophasor software annual support services is priced by package as follows:

Package/Application	Price (Annual)
openPDC EE	$20,000 USD
openHistorian EE	$20,000 USD
Total Annual	**$40,000 USD**
2-Year Total	**$80,000 USD**

Payment for the first year is due within thirty (30) days of the contract signing or start date and the payment for the second year is due within thirty (30) days following the contract anniversary date with an annual cost of $40,000 USD. Renewals will be negotiated no sooner than 12 months prior to the conclusion of this agreement.

Time and Materials

For any consulting or development work which falls outside the scope of maintenance and support, GPA offers the option to pay for hourly support, development, and consulting. Any such work would need to be defined and approved by SEL before it is started. Any such work will be charged at GPA's standard combined rate of $210/hr. Any cost associated with such work (including travel) will be invoiced to SEL at cost.

GPA has the technical experience and capability to quickly meet SEL's support needs for these products and to provide enhancements to them as your synchrophasor systems mature.

We look forward to this opportunity to provide support services to SEL. This offer is valid until July 30, 2025. If you have any additional questions, please do not hesitate to get in touch with me at (570) 637-7161 or clackner@GridProtectionAlliance.org.

Quote Authorization: _____ Date: ___June 9, 2025___

Dr. Christoph Lackner, Operating Officer and Lead Engineer
Grid Solutions | Grid Protection Alliance, Inc.

Please sign, date, and return this quote or issue a purchase order to accept.

Quote Acceptance: _____ Date: _____

Grid Protection Alliance, Inc., Software Support & Maintenance Agreement
Terms & Conditions

1. **Introduction**

   These Software Support Terms and Conditions ("Agreement") govern the support services provided by Grid Protection Alliance, Inc. ("Provider") for openPDC ("Software") to the customer ("Customer"). By entering into an agreement for support and maintenance services, the Customer agrees to these terms.

2. **Support Services**

   2.1. The Provider shall offer support services for the Software, which may include troubleshooting, bug fixes, software updates, and technical assistance.

   2.2. Standard (business day) support services are available Monday – Friday, 8 AM – 6 PM Eastern Standard Time (U.S.), excluding the following U.S. holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. 24-hour x 7-day support is available by telephone 24 hours a day, 365 days a year.

   2.3. The Provider reserves the right to determine the method of support, which may include email, telephone, chat, or remote assistance.

3. **Service Levels**

   3.1. The Provider shall use commercially reasonable efforts to respond to support requests within the following timeframes:

   - Business day support:
     - High Priority Issues: 1-2 hours
     - Medium Priority Issues: 2-4 hours
     - Low Priority Issues: 4-8 hours
   - 24-hour x 7-day support (after hours via telephone): 30 minutes-1 hour*

   The Provider does not guarantee resolution times but will endeavor to resolve issues and keep the Customer apprised of ongoing resolution efforts in a timely manner.

   * Calls after business hours without a 24-hour x 7-day agreement are subject to resource availability and are charged at 150 percent of GPA's standard consulting rates with a 4-hour minimum charge.

4. **Exclusions**

   4.1. Support services do not include:

   - Issues caused by third-party software or hardware.
   - Issues caused by Customer software, hardware, or infrastructure.
   - Custom modifications not performed by the Provider.
   - Training or on-site support unless otherwise agreed.

   4.2. The Provider may refuse support for issues arising from unauthorized modifications or misuse of the software.

5. **Customer Responsibilities**

   5.1. The Customer shall provide sufficient information and cooperation to facilitate troubleshooting and issue resolution.

   5.2. The Customer shall be responsible for maintaining backups of all data before requesting support services.

6. **Fees and Payment**

   6.1. Support services may be provided as part of a subscription plan or on a per-incident basis.

   6.2. Fees, if applicable, shall be specified in a separate agreement or pricing schedule.

   6.3. Failure to pay support fees may result in suspension or termination of support services.

7. **Limitation of Liability**
    7.1. The Provider shall not be liable for any indirect, incidental, or consequential damages arising from the use of the support services.
    7.2. The Provider's total liability for any claims related to support services shall not exceed the total fees paid by the Customer for such services.
8. **Termination**
    8.1. Either party may terminate support services with written notice.
    8.2. No refund shall be provided for unused support services unless otherwise agreed.
9. **Amendments**
    9.1. The Provider reserves the right to modify these terms and conditions at any time. Continued use of support services constitutes acceptance of the revised terms.
10. **Governing Law**
    10.1. This Agreement shall be governed by and construed in accordance with the laws of Chattanooga, Tennessee, USA.
11. **Miscellaneous**
    11.1. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
12. **Contact Information**
    12.1. For support inquiries, please use the following avenues:
    - Support portal: https://support.gridprotectionalliance.org/ or https://gridprotectionalliance.atlassian.net/servicedesk/customer/portals
    - Support email: support@gridprotectionalliance.org
    - Invoicing and contract inquiries: invoice@gridprotectionalliance.org
    - Support phone (24-hour x 7-day): +1 (423) 206-9982