



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