

AMENDMENT TO ENERGYCAP SUBSCRIPTION AGREEMENT

This Amendment to Energy CAP Subscription Agreement (the "Amendment") is entered into as of September 1, 2025 by and between EnergyCAP, LLC ("EnergyCAP") and Franklin Community School Corporation ("Customer") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain EnergyCAP Subscription Agreement dated September 1, 2024 (the "Original Agreement"); and

WHEREAS, the Parties desire to amend the Original Agreement to update Sections 3.1 and 3.2 of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties agree to amend the Original Agreement as follows:

1. Section 3.1 of the Agreement is deleted in its entirety and replaced with the following:

"3.1 All Subscription Services will be provided beginning on the effective date of the applicable Order (the "Order Effective Date") and continuing the initial term identified on the applicable Order (the "Initial Term") unless earlier terminated in accordance with this Agreement. Upon completion of the Initial Term, the term for all Subscription Services will automatically renew for successive one (1) year renewal terms (each, a "Renewal Term") unless a different renewal period is specified on the applicable Order. Each Party must provide at least sixty (60) days' written notice if they intend for the Subscription Services to expire at the end of the Initial Term or the then-current Renewal Term. Each Party must provide at least sixty (60) days' written notice if they intend to downgrade Services to expire at the end of the Initial Term or the then-current Renewal Term. In the event that any prior term was designated in the applicable Order as promotional or one-time, ENC shall provide 60 days' notice for any price increases in a renewal term unless otherwise stated in the applicable Order."

2. Section 3.2 of the Agreement is deleted in its entirety and replaced with the following:

"3.2 A Party may terminate this Agreement and/or any then current Order for cause: (i) upon thirty (60) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period or such longer period as may be mutually agreed in writing; or (ii) immediately if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors."

Except as set forth herein, all other terms set forth in the Agreement remain unchanged. This Amendment and the Agreement shall be deemed a single integrated agreement for all purposes.

This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution by electronic means (e.g., DocuSign or email) shall be valid and binding.

Subscription Services and Fees Order

Initial Term: 09/01/2025 – 8/31/2028

Effective Date: 09/01/2025

Subscription Services		Three-Year Subscription Term – 09/1/2025 to 8/31/2028		
	Year 1	Year 2	Year 3	
Items	9/1/2025 - 8/31/2026	9/1/2026 - 8/31/2027	9/1/2027 - 8/31/2028	
EnergyCAP UtilityManagement - Express Subscription + Cost Avoidance - 100 Meters	\$4,218.93	\$4,429.88	\$4,651.37	
Sales Tax	-	-	-	
Total Three-Year Pricing Summary	\$4,218.93	\$4,429.88	\$4,651.37	

Invoicing Schedule

Annual Renewal Fee

Renewal Invoice – Upon Anniversary of Subscription Effective Date

Subscription Services 100%

Subscription Details

Licensed Software Features	Cost Avoidance
Subscription Effective Date	9/1/2025
Initial Term	3 Years
Licensed Number of Meters	100
Licensed Number of Users	Unlimited

IN WITNESS WHEREOF, EnergyCAP and Customer, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

EnergyCAP, LLC

By: _____

Name: _____

Title: _____

Date: _____

Franklin Community School Corporation

By: Becky Nelson

Name: Becky Nelson

Title: Board of School Trustee, President

Date: 7-14-25