

**COMMONWEALTH OF PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION**

CONTRACT FOR

STUDENT BANKING SERVICES

WITH

FIRST NATIONAL BANK OF PENNSYLVANIA

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- Attachment E – Digital Center Lease

**COMMONWEALTH OF PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION
CONTRACT FOR**

STUDENT BANKING SERVICES

THIS AGREEMENT, made and entered into between Slippery Rock University of Pennsylvania of the State System of Higher Education, 28 Summit Park Drive, Pittsburgh, PA 15275, an agency of the Commonwealth of Pennsylvania (hereinafter “University” or the “Commonwealth”),

and

First National Bank of Pennsylvania, a national banking association, at 12 Federal Street, Pittsburgh, PA 15125 acting through its proper officials, (hereinafter referred to as “Contractor”) (Federal I.D. #25-1255405).

Both the University and Contractor, when used together, are hereinafter referred to as “Parties.” The University is an instrumentality of the Commonwealth of Pennsylvania, established by and existing pursuant to Article XX-A of the Public School Code of 1949, as amended, 24 P.S. § 20-2001-A, et seq., and is authorized thereby to enter into this Contract.

The University desires to obtain Student Banking Services as described in Attachment A from the Contractor.

NOW THEREFORE, for and in consideration of the foregoing and the mutual promises hereinafter expressed and intending to be legally bound hereby, the Parties agree as follows:

1. TERM OF CONTRACT.

a. The term of this Contract shall commence on the Effective Date (as defined below) and shall end on December 31, 2027, subject to the other provisions of this Contract.

b. The Effective Date shall be: a) the date this Contract has been fully executed by the Contractor and by the University and all approvals required by the University contracting procedures have been obtained: or b) the date referenced in this Contract, whichever is later.

c. The Contracting Officer shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the University shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No University employee has the authority to verbally direct the commencement of any work under this Contract.

d. The University reserves the right, upon notice to the Contractor, to extend the term of this Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary to enter into a new contract.

2. DEFINITIONS. As used in this Contract, these words shall have the following meanings:

- a. **Contracting Officer:** The person authorized to administer this Contract for the University and to make written determinations with respect to this Contract.
- b. **Days:** Unless specifically indicated otherwise, days mean calendar days.
- c. **Developed Works or Developed Materials:** All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- d. **Services:** All Contractor activity necessary to satisfy this Contract.

3. CONTRACTOR DUTIES. The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties:

See Attachment A – Supplemental Contractor and University Obligations

4. PURCHASE ORDERS. Intentionally Deleted

5. COST.

a. It is understood that the University has no cost obligation to the contractor under this contract. Contractor obligations can be found in the Supplemental Contractor and University Obligations, Attachment A (Section 3 - Payments).

b. The University qualifies for governmental discounts and educational discounts. Unit prices shall reflect these discounts. Contractor warrants that the terms, conditions and price(s) for the goods or services sold to the University hereunder are not less favorable to the University than those extended to any other comparable agencies, institutions, universities, teaching hospitals, colleges, or community colleges (“similar parties”) for the same or similar goods or services in similar quantities or scope of work. In the event Contractor reduces its prices or provides more favorable terms and conditions to the public or to similar parties for such goods or services during the term of this Contract, Contractor agrees to reduce the price(s) charged under this Contract effective as of the date of such price reduction and offer the more favorable terms and conditions as of the date of such offer. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such period shall be the later date of the properly executed invoice or the date of completion of services or delivery of product. Contractor warrants that prices on this Contract shall be complete, and no additional charges of any type shall be added without the University’s express written consent. Such additional charges include, but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating.

6. COOPERATIVE PURCHASING/PIGGYBACKING. Intentionally Deleted

7. DELIVERY.

a. **COMPLIANCE WITH DELIVERY SCHEDULE:** Unless otherwise stated in this Contract, delivery must be made on or before the Effective Date. Following the Effective Date of this Contract, if it is found the goods or services cannot be delivered within the time specified in this Contract, the Contractor must provide written notice thereof immediately to the University, including the reason(s) for the delay along with the anticipated date of delivery. Any notice to the University as to possible delay shall not constitute a waiver of the University's rights under this Contract, nor shall such actions affect the responsibility of the Contractor to deliver goods or perform services in accordance with the delivery schedule prescribed by this Contract.

b. **SUPPLIES DELIVERY:** All item(s) shall be delivered duty paid (DDP) to the location specified. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the University. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations.

c. **DELIVERY OF SERVICES:** The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel and in accordance with any completion criteria set forth in this Contract.

8. INSPECTION AND REJECTION. Intentionally Deleted

9. CHANGES. The University reserves the right to make changes at any time during the term of this Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in this Contract and actual quantities necessary to meet the requirements of the University; 2) to make non-material changes to the services within the scope of this Contract to meet the needs of the University except in no event shall the cost of any goods or services ordered exceed any stated not to exceed amount for this Contract; 3) to notify the Contractor that the University is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of this Contract to extend the completion date beyond the Expiration Date of this Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the notification of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate this Contract, nor, if performance security is being furnished in conjunction with this Contract, release the security obligation. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through the section entitled CONTRACT CONTROVERSIES.

10. OTHER CONTRACTORS. Intentionally Deleted. See Section 7 of Supplemental Contractor and University Obligations, Attachment A.

11. ASSIGNABILITY AND SUBCONTRACTING.

a. Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer. Notwithstanding the foregoing, Contractor may subcontract to third-party vendors in the ordinary course of business of the services that Contractor subcontracts for all of its deposit account customers.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties,

obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under this Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor’s federal tax identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

12. COMPENSATION/INVOICES.

a. The Contractor shall be required to perform at the price(s) quoted in this Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and performed to the satisfaction of the University. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

b. The Contractor shall send an itemized invoice to the address referenced on this Contract promptly after items are satisfactorily delivered. The invoice should include only amounts due under this Contract. This Contract number must be included on all invoices. In addition, the University shall have the right to require the Contractor to prepare and submit a “Work In Progress” sheet that contains, at a minimum, the tasks performed, number of hours, hourly rates, and the purchase order or task order to which it refers.

c. Contractor may not impose a surcharge or demurrage for any reason, unless authorized by the University in writing. Surcharges/demurrage charges not approved in writing shall not be paid if invoiced, and the University shall not be liable for or penalized in any way for lack of payment.

d. Each invoice shall be itemized with detail deemed adequate by the University or it will be returned as improper and the time for processing a payment will be suspended until the University receives a correct invoice. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, this Contract, updated price lists or any discounts negotiated by the University.

e. The University shall have the right to require the Contractor to prepare and submit a “Work In Progress” sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the Purchase Order to which it refers.

13. PAYMENT.

a. It is understood that the University has no payment obligation to the contractor under this contract. Parties' obligations can be found in the Supplemental Contractor and University Obligations, Attachment A (Section 3 – Payments).

14. TAXES. The University is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles and sports fishing equipment. The University is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees that are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

15. INSURANCE. Unless otherwise agreed to in writing by the parties, Contractor shall procure and maintain during the term of this Contract, at its own expense, the following insurance coverage:

a. Worker's compensation insurance as required by Pennsylvania law for all employees engaged in work.

b. Commercial general liability insurance including coverage against any claims(s) that might occur in carryout out this Contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.

c. Automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damages per accident.

d. The University reserves the right to require higher or lower limits where warranted.

e. Upon request by the University, the Contractor is required to provide a Certificate of Insurance from a company licensed to do business in the Commonwealth of Pennsylvania, with a minimum AM Best rating of A-, and signed by an authorized agent. A minimum 60-day cancellation notice is desired.

16. CONTRACTOR REPRESENTATIONS, WARRANTIES AND COVENANTS.

a. **WARRANTY:** The Contractor warrants that all items furnished, and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and comply with all applicable safety requirements under applicable law, including OSHA Standards. Unless otherwise stated in this Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the University. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the University.

b. **PATENT, COPYRIGHT AND TRADEMARK INDEMNITY:** The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a)

the design of any product or process provided or used in the performance of this Contract that is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or

b) any copyrighted matter in any report document or other material provided to the University under this Contract. The Contractor shall defend any suit or proceeding brought against the University on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that the University shall provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the University may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the University at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the University harmless from all damages, costs, and expenses, including attorney's fees that the University may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing equal performance products or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software that is obtained contemporaneously with the infringing product, or, at the option of the University, only those items of equipment or software that are held to be infringing, and to pay the University: 1) any amounts paid by the University towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the University for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this section continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

c. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the University shall have the right to terminate this Contract without liability or in its discretion to deduct from this Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

17. OWNERSHIP RIGHTS. The University shall have unrestricted authority to reproduce, distribute, and use any submitted report, data or material, and any software or modifications and any Developed Works and Developed Materials as part of the performance of this Contract, which may include written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

18. ASSIGNMENT OF ANTITRUST CLAIMS. The Contractor and the University recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the University. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the University all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services that are the subject of this Contract.

19. LIMITATION OF UNIVERSITY LIABILITY. IN NO EVENT SHALL THE UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR OTHER DAMAGES ARISING OUT OF THIS CONTRACT. THE UNIVERSITY'S TOTAL OBLIGATION UNDER THIS CONTRACT SHALL NOT EXCEED THE COST FOR ALL GOODS AND SERVICES UNDER THIS CONTRACT WITHOUT REGARD TO THE THEORY OF RECOVERY OR THE NATURE OF THE CAUSE OF ACTION. THIS PROVISION SHALL NOT BE CONSTRUED TO LIMIT THE SOVEREIGN IMMUNITY OF THE COMMONWEALTH OR OF THE STATE SYSTEM OF HIGHER EDUCATION OR THE UNIVERSITY.

20. HOLD HARMLESS. The Contractor shall hold the University harmless from and indemnify the University, the State System of Higher Education and the Commonwealth of Pennsylvania against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the University gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the University in actions brought against the University. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the University will cooperate with all reasonable requests of Contractor made in the defense of such suits. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The University may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

21. COMPLIANCE WITH LAW. The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract. More specifically:

a. **ENVIRONMENTAL LAWS AND REGULATIONS:** In the performance of this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

b. **POST-CONSUMER RECYCLED CONTENT:** Except as specifically waived by the University in writing, any supplies that are provided to the University as a part of the performance of this Contract must meet the minimum percentage levels for total recycled content and post-consumer recycled content or are otherwise environmentally preferable as certified under a third party independently verified life cycle analysis conforming to the ISO 14040 series of standards or as specified in the guidelines or in the Department of General Services (DGS) specifications (available on the DGS website at www.dgs.state.pa.us), whichever reflects the higher level of post-consumer recycled content on the date of submission of the bid, proposal or contract offer.

c. **RECYCLED CONTENT ENFORCEMENT:** The Contractor may be required, after delivery of the Contract item(s), to provide the University with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

d. **HAZARDOUS SUBSTANCES.** The Contractor shall provide information to the University about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq., as well as all applicable federal law, which includes providing a copy of

any Material Safety Data Sheet for each order of a hazardous chemical, as defined under 29 CFR 1910.1200.

e. **EXPORT CONTROL LAW COMPLIANCE.** To the extent Contractor is providing devices/technology or data under this Contract, Contractor acknowledges that a foreign national(s) may use the device/technology/and or data at the University. Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Contract. In the absence of available license exemptions/exceptions, Contractor shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Prior to disclosing or transferring to University any hardware, technical data, software or product utilizing any such data which is subject to export controls under federal law, Contractor shall notify the University in writing of the nature and extent of the export control. The University shall have the right to decline any such technical data or product utilizing such data. In the event Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate this Contract.

22. DEFAULT.

a. The University may, subject to the provisions of the section entitled FORCE MAJEURE and in addition to its other rights under this Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the section entitled TERMINATION) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in this Contract Order or a Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the terms of this Contract or a Purchase Order;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver awarded item(s) within the time specified in this Contract or a Purchase Order or as otherwise specified;
- 5) Insolvency, bankruptcy or placed into receivership;
- 6) Assignment made for the benefit of creditors;
- 7) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made of any amounts due for materials furnished, labor supplied or performed, equipment rentals, or for utility services rendered;
- 8) Failure to protect, to repair, or to make good any damage or injury to property;
- 9) Breach of any provision of this Contract;
- 10) Failure to comply with representations made in the Contractor's bid, proposal or contract offer; or

11) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the University terminates this Contract or any Purchase Order in whole or in part as provided in subparagraph a. above, the University may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the University for any reasonable excess costs for such similar or identical items included within the terminated part of this Contract or a Purchase Order.

c. If this Contract or a Purchase Order is terminated as provided in subparagraph a. above, the University, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver immediately to the University in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract or a Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the University shall be at the price set forth in this Contract. Except as provided below, payment for partially completed items including, where applicable, reports and working papers delivered to and accepted by the University shall be in an amount agreed upon by the Contractor and Contracting Officer. The University may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the University against loss.

d. The rights and remedies of the University provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The University's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the University of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the section entitled CONTRACT CONTROVERSIES of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth of Pennsylvania Board of Claims.

23. TERMINATION. The University has the right to terminate this Contract (including any Purchase Order issued under this Contract) for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The University shall have the right to terminate this Contract for its convenience without penalty or recourse if the University determines termination to be in its best interest. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination and this shall be the Contractor's sole remedy against the University in the event of termination under this provision. In no event shall the Contractor be entitled to recover loss of profits, loss of use of money, or administrative or overhead costs. Termination under this provision, whether directly or through paragraph 23(c), does not relieve the University from its obligation to repay any amount owed under the Supplemental Contractor and University Obligations, Attachment A paragraph 3(b).

b. **NON-APPROPRIATION:** The University's obligation to make payments during any University fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds by a granting agency, the Commonwealth or a governing body. When funds are not appropriated or otherwise made available to support continued performance in a subsequent fiscal year period, the

University shall have the right to terminate this Contract. The Contractor shall be paid for work satisfactorily completed prior to the notice of non-appropriation. The Contractor may be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations made available for that purpose.

c. **TERMINATION FOR CAUSE:** The University shall have the right to terminate this Contract for Contractor default under the section entitled DEFAULT, upon written notice to the Contractor. The University shall also have the right, upon written notice to the Contractor, to terminate this Contract for other cause as specified in the Contract or by law. If it is later determined that the University erred in terminating this Contract for cause, then, at the University's discretion, this Contract shall be deemed to have been terminated for convenience under subparagraph a. above.

24. CONTRACT CONTROVERSIES.

a. In the event of a controversy or claim arising from this Contract, the Contractor must, within six (6) months after the cause of action occurs, file a written claim with the Contracting Officer for a determination, stating all grounds upon which the Contractor asserts a controversy or claim. The written claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth of Pennsylvania's Office of General Counsel Mediation Program.

b. If the Contractor or the Contracting Officer requests mediation and the other party agrees, the Contracting Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful.

c. If mediation is not agreed to or if resolution is not reached through mediation, the Contracting Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the purchasing agency.

d. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims which retains exclusive jurisdiction. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of this Contract in a manner consistent with the determination of the Contracting Officer and the University shall compensate the Contractor pursuant to the terms of this Contract.

25. FORCE MAJEURE.

a. Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by an event or circumstance beyond its control, regardless of whether it was foreseeable, that was not caused by the party who is unable to perform (the "nonperforming party") provided the nonperforming party complies with the provisions of this section. Causes and circumstances beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil

disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade or other labor disputes affecting either party, and freight embargoes. Causes and circumstances beyond a party's control do not include a strike or other labor unrest that affects only one party or an increase in prices.

b. Upon identifying an event or circumstance a party believes is beyond its control, nonperforming party shall notify the other party as soon as practicable and in writing no later than five (5) days after the date on which the nonperforming party becomes aware, or should have reasonably become aware, that such event or circumstance would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under this Contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay and all reasonable efforts being undertaken to attempt performance, limit delay and limit damages. The nonperforming party shall have the burden of proving that such event or circumstance delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the other party may reasonably request, including providing updates regarding the event or circumstance as it is ongoing. After receipt of such notification, the party receiving notice of the event or circumstance may elect to cancel this Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the delay.

c. In the event of a declared emergency by competent governmental authorities, the University by notice to the Contractor may suspend all or a portion of this Contract or a Purchase Order issued under this Contract.

26. USE OF CONFIDENTIAL INFORMATION.

a. Covered Data and Information ("CDI") includes paper and electronic financial information, student education records, as well as any other data marked as confidential provided by the University or its students to the Contractor to perform the services under this Contract.

b. Disclosure of CDI: Contractor shall not copy, report or release CDI or information concerning the University or its students, employees or customers to third parties except when essential for authorized use under this Contract and then only with University's prior written approval and only where the third parties sign agreements containing substantially the same provisions as contained in this section. Any such report or release of information shall, at a minimum, comply with those requirements enumerated in the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.), the Family and Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232g), and applicable University or Board of Governors policies or standards for safeguarding such information, and all other applicable laws regarding consumer privacy and confidential information. The Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

c. Maintenance of CDI: The Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted CDI received from or on behalf of the University or its students. The Contractor will extend these measures by contract to all subcontractors used by the Contractor. At a minimum, the Contractor agrees to guard the confidentiality of the University's confidential information with the same diligence with which it guards its own proprietary information.

d. Destruction or Return of CDI: Upon termination, cancellation, expiration or other conclusion of this Contract or any license granted hereunder, the Contractor will return to the University all copies of CDI in the Contractor's possession, unless the Contracting Officer consents in writing to the preservation of a copy of the CDI for archival purposes. The Contractor shall provide a certificate to the University confirming the date of destruction of the CDI.

e. Reporting of Unauthorized Disclosures or Misuse of CDI: The Contractor shall, as soon as reasonably practicable and in accordance with all applicable state and federal statutes and regulations, report to the University any use or disclosure of CDI not authorized by this Contract. The Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) the identity of the party who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the University.

f. Remedies: If the University reasonably determines in good faith that the Contractor has materially breached any of its obligations under this provision, the University, in its sole discretion, shall have the right to require the Contractor to submit to a plan of monitoring and reporting; provide the Contractor with a thirty (30) day period to cure the breach; or terminate this Contract immediately if cure is not possible. Before exercising any of these options, the University shall provide written notice to the Contractor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Contractor improperly disclosed personally identifiable information obtained from the University's education records, the University may not allow the Contractor access to education records for at least five (5) years.

g. The obligations stated in this section do not apply to information:

- 1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- 2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
- 3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- 4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- 5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

h. Indemnity: The Contractor shall defend and hold the University harmless from all claims, liabilities, damages, or judgments brought by a third party, including the University's costs and attorney fees, to the extent arising as a result of the Contractor's negligent or willful failure to meet any of its obligations under this section.

27. NONDISCRIMINATION. The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination and immigration. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin; Title IX of the Education Amendments of 1972 and other applicable laws; as well as the provisions of the Americans with Disabilities Act. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Contractor agrees to comply with the "General prohibitions against discrimination" set forth in 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities

Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

28. SEXUAL HARASSMENT. Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, or any other verbal or physical conduct of a sexual nature that is so severe or pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of this Contract to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease. In addition, the University may proceed with debarment or suspension or make appropriate reports in accordance with the Contractor Responsibility Program.

29. BACKGROUND CHECKS FOR SECURE OR SENSITIVE AREAS.

a. At the direction of the University, the Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to secure or sensitive areas on the University's campus, either through on-site access or through remote access, as determined by the University. Before the University will permit an employee or subcontractor of the Contractor to have access to secure or sensitive areas on the University's campus, the Contractor may be required provide written confirmation that appropriate background checks have been conducted.

b. Access to certain University buildings may be controlled by means of card readers and secured visitors' entrances. University contracted personnel who have regular and routine business in University worksites may be issued a photo identification or access badge, at the discretion of the University, subject to University policy or direction. The Contractor shall be responsible for all fees in connection is issuance of photo identification or access badges

c. The University may provide Contractor employees who work on a University campus with a designated email or other network access for use by the employee for performance under this Contract. Any such access must be in accordance with all applicable laws and University policies.

d. If it is discovered at any time that an individual who has access to a secure or sensitive area on campus has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, breach of trust/fiduciary responsibility or that raises concerns about building, system or personal security, or is otherwise job-related, the Contractor shall not assign that employee to any University facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the University consents to the access, in writing, prior to the access.

e. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the University may result in the Contractor being deemed in default of its Contract.

30. BACKGROUND CHECKS FOR MINORS.

a. The Contractor must arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will provide a program, activity or service to the University that is responsible for the care, supervision, guidance, or control of children or as otherwise designated by the University under applicable policy. The Contractor will be responsible for any such associated costs.

b. Before the University will permit an employee or subcontractor of the Contractor to provide any program, activity or service to the University where the employee or subcontractor is responsible for the care, supervision, guidance, or control of children, the Contractor must provide written confirmation that background checks have been conducted in accordance with applicable law and policies. If it is discovered at any time that an individual has a criminal record that includes one of the enumerated offenses set forth in section 6344(c) of the Child Protective Services Law, 23 Pa.C.S. § 6344, the Contractor shall immediately remove the employee or subcontractor from assignment to the University under this Contract.

c. The University specifically reserves the right to conduct background checks over and above that described herein or as otherwise required by applicable law.

d. The University may provide Contractor employees who work on a University campus with a designated email or other network access for use by the employee for performance under this Contract. Any such access must be in accordance with all applicable laws and University policies.

e. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the University may result in the Contractor being deemed in default of its Contract.

31. MANDATORY REPORTING REQUIREMENTS.

a. All employees, subcontractors and volunteers of Contractor who provide a program, activity, or service to the University that are responsible for the care, supervision, guidance, or control of children are considered mandated reporters of suspected cases of child abuse under Pennsylvania law. All mandated reporters shall make an immediate report of suspected child abuse if the individual has reasonable cause to suspect that a child is the victim of child abuse under any of the following circumstances: (i) the mandated reporter comes into contact with the child in the course of employment, occupation and practice of a profession or through a regularly scheduled program, activity or service; (ii) the mandated reporter is directly responsible for the care, supervision, guidance or training of the child, or is affiliated with an agency, institution, organization, school, regularly established church or religious organization or other entity that is directly responsible for the care, supervision, guidance or training of the child; (iii) a person makes a specific disclosure to the mandated reporter that an identifiable child is the victim of child abuse; or (iv) an individual 14 years of age or older makes a specific disclosure to the mandated reporter that the individual has committed child abuse. The minor is not required to come before the mandated reporter in order for the mandated reporter to make a report of suspected child abuse. The mandated reporter does not need to determine the identity of the person responsible for the child abuse to make a report of suspected child abuse.

b. Mandated reporters must immediately make an oral report of suspected child abuse to the Department of Human Services (DHS), formerly the Department of Public Welfare, by calling ChildLine at 1-800-932-0313, or by filing a written report with DHS through Pennsylvania's Child Welfare Information Solution portal (<https://www.compass.state.pa.us/CWIS>). If an oral report is made, a written report shall also be made within 48 hours to DHS or the county agency assigned to the case as prescribed by DHS. If a mandated reporter feels that a child is in an emergency situation, the mandated reporter

should call local law enforcement or 911 immediately. In addition to the mandatory reporting requirements above, employees and subcontractors of Contractor must immediately notify the University that a report of suspected child abuse has been made.

32. CONTRACTOR RESPONSIBILITY. For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

33. CONTRACTOR INTEGRITY. It is essential that those who seek to contract with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

a. **DEFINITIONS.** For purposes of this section, the following terms shall be defined as follows:

- 1) “Affiliate” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- 2) “Consent” means written permission signed by a duly authorized officer or employee of the University, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the University shall be deemed to have consented by virtue of the execution of this Contract.
- 3) “Contractor” means the individual or entity that has entered into this Contract with the University.
- 4) “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor.
- 5) “Financial Interest” means either:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or any position of management.
- 6) “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- 7) “Non-bid Basis” means a contract awarded or executed by the University with Contractor without seeking bids or proposals from any other potential bidder or offeror.

b. In furtherance of this policy, Contractor agrees to the following:

- 1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this Contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- 2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity provisions conspicuously in easily-accessible and well-lighted places customarily

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frequented by employees and at or near where the services are performed shall satisfy this requirement.

- 3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this Contract, except as provided in this Contract.
- 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Contract, unless the financial interest is disclosed to the University in writing and the University consents to Contractor's financial interest. Contractor shall disclose the financial interest to the University at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of this Contract signed by Contractor.
- 5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c) had any business license or professional license suspended or revoked;
 - d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e) been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the University will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the Effective Date of this Contract through the Expiration Date. Accordingly, the Contractor shall have an obligation to immediately notify the University in writing if at any time during the term of this Contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. Contractor acknowledges that the University may, in its sole discretion, terminate this Contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- 6) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this Contract was awarded on a non-bid Basis, Contractor must also comply with the requirements of

Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

- 7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Contracting Officer or the Office of the State Inspector General in writing.
- 8) Contractor, by submission of its bid or proposal or execution of this Contract and by the submission of any bills, invoices or requests for payment pursuant to this Contract, certifies and represents that it has not violated any of these Contractor Integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of this Contract, to include any extensions thereof. Contractor shall immediately notify the Contracting Officer in writing of any actions for occurrences that would result in a violation of these Contractor Integrity provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General, the University and the Commonwealth for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) Contractor shall cooperate with the Office of the State Inspector General, the University and the Commonwealth in any investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of a Commonwealth investigator, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the investigating Commonwealth agency to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this Contract. Contractor shall incorporate the obligations set forth in this section in any agreement, contract or subcontract it enters into in the course of the performance of this Contract solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the University and any such subcontractor, and no third party beneficiaries shall be created thereby.
- 10) For violation of any of these Contractor Integrity provisions, the University may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this Contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, policy or otherwise.

34. COMMONWEALTH EMPLOYEE ETHICS.

a. The Commonwealth Procurement Code, 62 Pa.C.S. § 101 et seq., provides that any attempt by a Commonwealth employee to realize personal gain through public employment by conduct inconsistent with the proper discharge of the duties of the employee is a breach of a public trust and that Commonwealth employees must avoid conflict of interest or improper use of confidential information. 62 Pa. C. S. § 2302(a).

b. Pursuant to the Public Official and Employee Ethics Act ("Ethics Act"), 65 Pa.C.S. § 1101 et seq., subject to certain statutory exceptions, "public officials" or "public employees" as defined by the Ethics Act, 65 Pa.C.S. § 1102, are prohibited from: a) using the authority of their public positions to obtain a private pecuniary benefit (financial gain that is not authorized in law) for themselves, member(s) of their immediate family, or businesses with which they or member(s) of their immediate family are associated; and b) using any confidential information received from their public positions to obtain a private pecuniary benefit (financial gain that is not authorized in law) for themselves, member(s) of their immediate family, or businesses with which they or member(s) of immediate family are associated. 65 Pa.C.S. § 1103(a).

c. "State advisors" and "State consultants" as those terms are defined in the State Adverse Interest Act, 71 P.S. § 7761 et eq., having recommended to the State agency that he or she served, either in the making of a contract or a course of action of which the making of a contract is an express or implied part, are prohibited from "hav[ing] an adverse interest" in such contract, as that term is defined in the statute. A State employee, as that term is defined in the statute, is prohibited from having an adverse interest in a contract with the State agency by which he or she is employed and from influencing or attempting to influence the making of or supervise or in any manner deal with any contract in which the employee has an adverse interest. For purposes of this section, State agency shall refer to the Pennsylvania State System of Higher Education.

d. The Contractor must report any known or suspected violations of the provisions of this section to the University or the Office of the Chancellor, attn.: Chief Counsel.

35. AUDIT. Annually, the University and the Commonwealth of Pennsylvania shall have the right, upon thirty (30) days prior written notice, at reasonable times and at a site designated by the University, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for this Contract. The Contractor agrees to maintain records that will support the prices charged and costs incurred for this Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for this Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the University, the Commonwealth of Pennsylvania and their authorized representatives.

36. RIGHT OF OFFSET. The Contractor acknowledges and agrees that the University may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth of Pennsylvania against any payments due the Contractor under any contract with the Commonwealth of Pennsylvania.

37. RIGHT TO KNOW LAW.

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract.

b. If the University needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the University.

c. Upon written notification from the University that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

- 1) Provide the University, within ten (10) days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the University reasonably believes is Requested Information and may be a public record under the RTKL; and
- 2) Provide such other assistance as the University may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the University and provide, within seven (7) days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The University will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the University determines that the Requested Information is clearly not protected from disclosure under the RTKL in which case the Contractor shall provide the Requested Information within five (5) days of receipt of written notification of the University's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the University harmless for any damages, penalties, costs, detriment or harm that the University may incur as a result of the Contractor's failure, including any statutory damages assessed against the University.

g. The University will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by University or if none, by the Office of Open Records or as otherwise provided by the RTKL if a fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any University decision to release a record to the public with the Office of Open Records, or in an appropriate Pennsylvania Court, however, the Contractor shall indemnify the University for any legal expenses incurred as a result of such a challenge and shall hold the University harmless for any damages, penalties, costs, detriment or harm that the University may incur as a result of the Contractor's failure, including any statutory damages assessed against the University, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the University's disclosure of Requested Information pursuant to the RTKL.

38. APPLICABLE LAW. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

39. MISCELLANEOUS.

a. **PUBLICITY:** Contractor shall not reference or use the name of the Commonwealth of Pennsylvania, the State System of Higher Education, the University or any official, employee, unit or department or any logo, trademark or symbol associated with any of the above for commercial promotion. News releases or other publicity pertaining to this Contract shall not be made without the prior written approval of the University. Notwithstanding the foregoing and subject to the License Agreement executed by the Contractor and the University, the Contractor may use the University's name, logo and trademark to provide the services and deliverables set forth in Attachment A.

b. **INTEGRATION:** This Contract, including all referenced documents and any issued Purchase Order(s), constitute the entire agreement between the parties. No agent, representative, employee or officer of either the University or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to this Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate University form.

c. **CONTROLLING TERMS AND CONDITIONS:** The terms and conditions of this Contract and its Attachments, the License Agreement, the Web Linking Agreement, Use of Facilities Agreement and the amendments thereto and the Digital Center Lease shall be the exclusive terms of agreement between the Contractor and the University. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the University unless specifically referenced as being incorporated into this Contract. In the event attachments containing additional terms are incorporated as part of this Contract, the terms and conditions herein shall control and prevail over any such attachments, regardless of any language contained therein to the contrary.

d. **SEVERABILITY:** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law or rendered unlawful by a legislative act, such provision shall be interpreted to be modified so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Contract shall remain in full force and effect.

e. **SURVIVAL:** The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

f. **NOTICE:** Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the other party at the address set forth in this Contract. In the case of an alleged breach of this Contract, a copy of the written notice to the University shall also be provided to the following: University Legal Counsel, 2986 N 2nd Street, Harrisburg, PA 17110.

g. **LEGISLATIVE AND POLICY UPDATES:** The parties acknowledge that it may be necessary from time to time to modify the provisions of this Contract to comply with legislative or policy updates, including updates to policies of the Pennsylvania State System of Higher Education. In such cases, the University will notify the Contractor of the necessary changes and the parties will incorporate

such changes into an amendment to this Contract.

h. **THIRD PARTY BENEFICIARY:** The University and the Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or is intended to give or shall be construed to give or provide any benefit or right, directly or indirectly, to third parties.

i. **INDEPENDENT CONTRACTOR:** In performing its obligations under this Contract, the Contractor will act as an independent contractor and not as an employee or agent of the University. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

j. **COUNTERPARTS:** This Contract may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed pursuant to due and legal action authorizing the same to be done on the date(s) below.

FOR THE CONTRACTOR:

Individual or Partner or Member Date
(if Contractor is an individual or partnership
or limited liability company)

Title

DocuSigned by:
Barry Robinson 4/22/2022
962F39B0943E48D...
Chief Consumer Banking Officer
President or Vice President Date

DocuSigned by:
Scott Free 4/22/2022
D88D2A3372844F4...
EVP and Treasurer
Secretary or Treasurer Date

FOR THE UNIVERSITY:

DocuSigned by:
Jenny Dolerty 4/22/2022
1A977DB1EEEEF477...
President or Designee Date

APPROVED AS TO FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS

DocuSigned by:
John Simon 4/22/2022
E93DC52F400942B...
Comptroller Date

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Clifford Kelly 5/3/2022
D641EBDE714E4F8...
University Legal Counsel Date

David E. Stover Digitally signed by David E. Stover,
Senior Deputy Attorney General
Date: 2022.05.17 10:37:18 -04'00'
Office of Attorney General Date

Office of General Counsel Date

Note regarding signatures above. If a corporation, two signatures are required, one being the President or Vice President, the second being the Secretary or Treasurer. Signatory authority of either signatures can be delegated provided there is a certified Board resolution presented with this contract.

Fully Executed Contract Received by University Legal Counsel Administrator _____

Attachment A
Supplemental Contractor and
University Obligations

CW8981 Attachment A – Supplemental Contractor & University Obligations

Supplemental Contractor and University Obligations

1. Deliverables

- a. ATM/ITM.
 - i. The Use of Facilities Agreement, Attachment D (the “Use of Facilities”) executed by the parties on October 25, 2021 and any amendments thereto is incorporated herein by reference.
- b. FNB-U Student Checking Account.
 - i. FNB shall utilize its existing FNB-U Student Checking Account which will offer the same services and have the same terms, conditions, eligibility requirements and fees and charges as student checking accounts currently offered to FNB customers.
 - ii. The FNB-U Student Checking Account will be offered to the University students commencing on the Effective Date of the Agreement and throughout the term of the Agreement.
 - iii. The FNB-U Student Checking Account is included in the Annual Revenue Sharing set forth below in Section 2 (c).
 - iv. FNB will uniquely identify FNB-U Student Checking Accounts originated through this program for tracking and compensation purposes.
- c. Workplace Banking Checking Account.
 - i. FNB shall offer to the University’s faculty and staff its Workplace Banking products and services which will have the same terms, conditions, eligibility requirements and fees and charges as other Workplace Banking checking accounts offered to FNB customers.
 - ii. The Workplace Banking Checking Account is included in the Annual Revenue Sharing set forth below in Section 2 (c).
 - iii. FNB will uniquely identify Workplace First Checking accounts originated through this program for tracking and compensation purposes.
- d. Small Business and Non-Profit Checking Accounts.
 - i. FNB offer to the University and its student organizations small business and non-profit checking accounts which will have the same terms, conditions, eligibility requirements and fees and charges as other small business and non-profit checking accounts offered to FNB customers.
 - ii. Small Business and Non-Profit Checking Accounts shall not be included in the Annual Revenue sharing set forth below in Section 2 (c).
- e. Co-Branded Debit Card.
 - i. FNB and the University shall develop together a co-branded debit card that will be offered in connection with the FNB-U Student Checking Account and the Workplace Banking Account commencing on the Effective Date of the Agreement and throughout the term of the Agreement.
 - ii. The co-branded debit card will be subject to the same ATM surcharge fee and foreign ATM fee as FNB’s other customers as set forth in FNB’s

Consumer and Business Fee Schedules, which may increase upon notice to cardholders.

- f. FNB Digital Center. Subject to a Lease Agreement, Attachment E between FNB and the University, FNB will install, operate and maintain an FNB Digital Center on the first floor of the Robert M. Smith Student Center commencing on the Effective Date of the Agreement and throughout the term of the Agreement.
- g. Out of Scope Deliverables. The following products and services are not within the scope of this Agreement and Appendix A:
 - i. Co-branded credit card;
 - ii. Credit cards;
 - iii. Co-branded checks; and
 - iv. Integrated/linked ID and debit card.

2. RFP Work Statement Provisions

- a. Facilities
 - i. All space utilization is subject to review and approval by the University.
 - ii. Any physical change to campus spaces must be approved and coordinated through the University Facilities and Planning department. Once approved, facilities are offered as “shell spaces.” The Contractor must supply all furniture, signage, etc.
 - iii. The University will provide electric and hvac utility services to spaces occupied by the contractor. All other services including phone and data lines are the responsibility of the Contractor.
 - iv. The Contractor is responsible for custodial services, window cleaning, and other routine upkeep of occupied spaces.
- b. Marketing
 - i. The supplier will provide marketing support to promote the banking program to students and members of the campus community. Marketing support may include printed materials, personal presentations, and other commonly used methods.
 - ii. All marketing materials are subject to review and approval by the University. All usage of Slippery Rock University logos, wordmarks, etc. must be approved by the University Communication and Public Affairs office.
 - iii. Marketing activities (tabling, table tents, etc.) must adhere to university policies and procedures and must be scheduled with the appropriate office. As contracted partner, customary vendor fees will be waived for standard marketing outreach activities.
- c. Financial Education and Partnering Initiatives
 - i. The Contractor will be an essential partner in educating students regarding financial literacy.
 - ii. The Contractor should provide detailed plans for educating students and employees about financial information.
 - iii. The Contractor should describe plans for partnering with academic departments, student services, and student clubs and organizations for the benefit of the campus community.

- d. Compliance with Applicable Laws
 - i. The Contractor must agree to provide all required information in a timely manner, so the University remains in compliance with Federal Cash Management Regulations as posted in the Federal Register (34 CFR Part 668).
 - ii. The University intends to establish a Tier 2 arrangement with the successful offeror. Slippery Rock University compliance information is currently available at <https://www.sru.edu/offices/accounting-services/student-accounts/federal-cash-management-regulations>.
- e. Contractor's Employees
 - i. Contractor's employees working on the campus must secure vendor parking passes from the University Parking office and abide by all rules and regulations governing the use of those passes.
 - ii. Contractor's employees are expected to wear name badges or uniforms that clearly identify the association with Contractor.
 - iii. Contractor must notify the University's designee, the Director of Auxiliary Operations and Student Services, of any change of personnel assigned to the campus.
- f. Security Provisions
 - i. Any bank alarm systems should be documented with the University Police. Alarms or alarm companies should be able to specify the exact location of the trouble alert.

3. Payments

- a. Payment Upon Execution of Agreements. Within thirty (30) days of execution of the Agreement, ATM Lease and Real Property Lease for the FNB Digital Center, FNB shall pay to the University a lump sum payment of One Hundred Thousand Dollars (\$100,000.00).
- b. In the event the Agreement is terminated prior to the end of its term by the University without cause or by FNB for cause due to the University's breach of the Agreement, University shall repay to FNB, without demand or set off, the following amounts within thirty (30) days of termination based on the schedule below.

Year of Termination	Repayment Amount
Year 1	\$100,000
Year 2	\$50,000
Year 3	\$30,000
Year 4	\$20,000

- c. Cost of Reissuance of IDs.
 - i. In 2022, FNB shall assist the University with the one-time cost of reissuing IDs in an amount that is the lesser of (a) the actual cost of the reissuance; or (b) Thirty Thousand Dollars (\$30,000.00) (the "Reissuance Amount"). Any cost that exceeds this Reissuance Amount shall be the sole responsibility of the University. FNB shall provide the Reissuance Amount to the University

- within thirty (30) days of FNB's receipt of an invoice evidencing the Reissuance Amount.
- ii. The University shall not distribute the reissued IDs without the consent and presence of FNB. At a mutually agreed upon date and time, FNB shall participate in the distribution of the IDs and have the opportunity to engage with students, faculty and staff and offer financial products to those individuals during the redistribution.
 - iii. FNB shall not be responsible for the cost of reissuance of lost ID cards or any additional reissuance of ID cards for any purpose after the initial reissuance of the cards.
- d. Annual Revenue Sharing for FNB-U Student Checking and Workplace Banking Accounts.
- i. FNB and the University shall enter into an annual revenue sharing program with regard to FNB-U Student Checking Accounts and Workplace Banking Accounts opened during a calendar year by the University's students, faculty and staff. FNB will pay the University the incentives set forth in the chart below on January 31st of the following year. The revenue sharing program shall commence on the Effective Date of the Agreement for the year of 2022 and commence in January for the year 2023 and subsequent years of the term of the Agreement.
 - ii. Definitions
 1. Eligible Accounts means student banking and workplace banking accounts opened during the current payment year by the University's students, faculty and staff, including accounts opened in an FNB branch and online, that are in good standing as of December 31st of that year.
 2. Student Enrollment means each year's full-time enrolled students in the first year at the University, excluding transfer and graduate students, as of December 31st of that year.
 - iii. The payment amount shall be based upon a percentage of the Eligible Accounts compared to the Student Enrollment for each year pursuant to the chart below.

Current Year's Student Enrollment	Payment Amount
0 – 9.99%	\$5,000
10% - 19.99%	\$10,000
20% - 29.99%	\$15,000
30% - 39.99%	\$20,000
40% - 40.99%	\$35,000
50% - 50.99%	\$50,000
60% - 60.99%	\$65,000
70% - 70.99%	\$80,000
80% +	\$100,000

- iv. In the event the University terminates the Agreement prior to the end of the Term, other than for a breach by FNB, or FNB terminates due to a breach by the University, FNB is not obligated to pay any revenue sharing payment amount for the year in which the Agreement is terminated.

4. Campus Opportunities

- a. FNB Trading and Investment Mentorship Program. FNB shall develop a mentorship program which shall be offered through the University's Trading Lab commencing in the Spring semester 2023 and throughout the term of the Agreement.
- b. Financial Literacy Programs. At mutually agreed upon dates and times, FNB shall offer to the University's students, faculty and staff a financial literacy program commencing on the Effective Date of the Agreement and throughout the term of the Agreement.
- c. FNB Talent Acquisition. Commencing on the Effective Date of the Agreement and throughout the term of the Agreement, FNB shall have the right to attend the University's employment recruiting events for its students.
- d. New Hire Orientations. Commencing on the Effective Date of the Agreement and throughout the term of the Agreement, FNB shall have the right to attend the University's new hire orientations for faculty and staff to offer its financial products and services.
- e. New Student Orientations. Commencing on the Effective Date of the Agreement and throughout the term of the Agreement, FNB shall have the right to attend the University's new student orientations as a participant in the information table fair to offer its financial products and services to students.
- f. Open Enrollment. Commencing on the Effective Date of the Agreement and throughout the term of the Agreement, FNB shall have the right to attend the University Faculty and Staff's Benefit Open Enrollment to offer its Workplace Banking Program to those in attendance.
- g. Student Organizations and Clubs. Commencing on the Effective Date of the Agreement and throughout the term of the Agreement, FNB shall have the ability (pursuant to the invitation of the student organization or club), but not the obligation, to attend at least one meeting of each student organization and club at the University in order to offer financial products and services to the organizations, clubs and the student participants. University shall provide FNB with contact information all recognized student organizations and clubs on an annual basis.

5. University's Responsibilities.

- a. Prior to the commencement of each academic year, the University shall provide FNB with the following information:
 - i. Academic Calendars;
 - ii. Event and Sports Calendars;
 - iii. Common Hour Schedules;
 - iv. Student Organization Calendars;
 - v. Lists for first year students, upper classmen, transfer students and graduate students.
 - vi. Contact information for administration, faculty and staff; and
 - vii. Contact information for student groups, athletics, sororities and fraternities.
- b. The University shall update the online University event calendar regularly as changes are made to events.
- c. During the term of the Agreement, the University shall work in good faith to generally support the deliverables and campus opportunities set forth in this Attachment A as follows:
 - i. Promote the availability of FNB's products and services to its students, faculty and staff as mutually agreed with FNB;
 - ii. Permit FNB the right to market its products and services as the University's preferred provider to its students, faculty and staff;
 - iii. As may be required for FNB to fulfill its commitments herein, permit FNB to work with the University's vendors; and
 - iv. Permit FNB physical access on campus and presence at campus events necessary for FNB to exercise its rights enumerated herein.

6. Trademarks and Web Linking. During the term of the Agreement, the parties shall have a license to use it other's names, logos and trademarks for the purposes of the Agreement pursuant to a License Agreement, which is incorporated herein by reference. The parties may link each other websites on their respective websites pursuant to the Web Linking Agreement, which is incorporated herein by reference. Any use of the rights set forth in either Schedule shall be subject to the party's prior written consent, which shall not be unreasonably withheld or delayed. The parties shall refer to FNB in marketing, advertisements and all materials, whether printed, electronic or any other medium, as the "Official Retail and Digital Bank of Slippery Rock University." Upon termination or expiration of the Agreement, FNB is not required to reissue any debit cards with the University's name and logo. These debit cards will be replaced with an FNB branded debit card upon their expiration.

7. Joint Press Release. A mutually agreed upon press release shall be issued by FNB and University announcing the relationship between the parties and execution of the Agreement. No press release shall be issued without the prior consent of the parties, which shall not be unreasonably withheld or delayed.

8. Exclusivity. During the term of the Agreement, FNB shall be the exclusive provider of the products, services and deliverables outlined in this Attachment A to the University, its

students, faculty and staff. The University's students, faculty and staff may elect to open and maintain checking accounts at other financial institutions, but the University shall not directly or indirectly encourage or solicit them to do so. No other financial institutions or credit unions shall be permitted to directly solicit or market to the University's students, faculty and staff on campus. FNB shall be the exclusive operator of ATMs and ITMs on the University's campus during the term of the Agreement.

Attachment B
Web Linking Agreement, 2 pages

CW8981 Attachment B – Web Linking Agreement

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this “Web Agreement”) is entered into between First National Bank of Pennsylvania (“FNB”) and Slippery Rock University (“University”). This Web Agreement is an attachment to and integral part of that certain agreement between FNB and the University for banking services (the “Agreement”). Capitalized terms used in the Web Agreement and not otherwise defined herein shall have the meaning given below.

WHEREAS, FNB maintains and operates a Website in which information regarding FNB’s products and services is provided to the general public (“FNB Online”);

WHEREAS, University maintains and operates a Website in which information regarding the University is provided to the general public (“University Website”);

WHEREAS, the parties desire to provide a link between FNB Online and the University’s Website via Hyperlink (as defined below);

NOW, THEREFORE, the parties agree that a Hyperlink shall be established subject to the terms and conditions of this Web Agreement and the Agreement, as applicable.

1. Definitions.

- a. “Hyperlink” means an electronic pathway that may be displayed in the form of highlighted text, graphics or a button that connects one Webpage address with another Webpage address.
- b. “Weblinking” or “Weblinks” means the linking of two or more Websites through the use of a Hyperlink.
- c. “Webpage” means a viewable screen displaying information presented through a web browser in a single view sometimes requiring the user to scroll to review the entire page.
- d. “Website” means one or more Webpages connected to the internet that may originate at one or more webserver computers.

2. Terms and Termination. The term of this Web Agreement shall run concurrently with the term the Agreement. In addition, this Web Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The parties agree that upon receipt by either party of written notice of termination from the other party, both parties will immediately remove any and all Weblinks to the other party’s Website from each of their respective Websites. In addition, either party may terminate this Agreement immediately if at any time content on the other party’s Website is reasonably deemed to be objectionable or inconsistent with the mission or philosophy of the terminating party.

3. Grant of License.

- a. FNB grants to University a limited, nonexclusive and nontransferable license to use FNB’s Marks as provided to the University by FNB’s Chief Marking Officer, for

the sole and limited purpose of providing a Hyperlink between FNB Online and University's Website. University agrees that it will comply with all of the requirements and restrictions set forth in the License Agreement, which is incorporated herein.

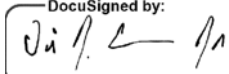
- b. University grants to FNB a limited, nonexclusive and nontransferable license to use University's Marks as provided to FNB by the University's Chief Communication and Public Affairs Officer, for the sole and limited purpose of providing a Hyperlink between University Website and FNB Online. FNB agrees that it will comply with all of the requirements and restrictions set forth in the License Agreement, which is incorporated herein.

4. Warranties.

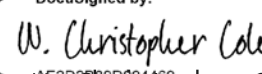
- a. University represents and warrants that it is the owner or has all necessary rights to license University Marks as specified in Section 3 above.
- b. FNB represents and warrants that its parent, F.N.B. Corporation, is the owner of or has all necessary rights to FNB Marks as specified in Section 3 above.

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Web Agreement on its behalf as of the effective date in the Agreement.

First National Bank of Pennsylvania

DocuSigned by:
 By: 
 Name: 5B419D5A8E864D1...
 Title: CFO

Slippery Rock University

DocuSigned by:
 By: 
 Name: W. Christopher Cole
 Title: Assistant Vice President, Auxiliary Operations

Attachment C
License Agreement, 3 pages

CW8981 Attachment C – License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the License) is entered into between

F.N.B. Corporation (hereinafter called FNB),

And

Slippery Rock University (hereinafter called University).

WHEREAS, FNB and the University are each respectively the owner of the trademarks and service marks and registrations thereof as provided to each other by FNB’s Chief Marketing Officer and the University’s Chief Communication and Public Affairs Officer respectively (hereinafter called Marks);

WHEREAS, each party is desirous of using each other’s Marks in connection with the Commonwealth of Pennsylvania State System of Higher Education Contract for Banking Services with First National Bank of Pennsylvania executed between the University and FNB’s wholly owned subsidiary, First National Bank of Pennsylvania (collectively the Agreement); and

WHEREAS, in this License, an owner of the Marks shall be referred to as the “OWNER” and the user of the other party’s Marks shall be referred to as the “USER.”

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. GRANT OF LICENSE

OWNER grants to USER a (nonexclusive, nontransferable) license to use the Marks in its name and in connection with the goods and services contemplated by the Agreements. USER accepts the license subject to the following terms and conditions.

2. OWNERSHIP OF MARKS

- a. USER acknowledges the ownership of the Marks in OWNER, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks by USER shall inure to the benefit of and be on behalf of OWNER. USER agrees that nothing in this License shall give USER any right, title or interest in the Marks other than the right to use the Marks in accordance with this License and the Agreements, and USER agrees that it will not challenge the title of OWNER to the Marks or challenge the validity of this License.
- b. OWNER warrants that, to the best of its knowledge, it owns and has full title to the Marks. USER hereby warrants that it has no actual knowledge of any trademark, service mark, collective mark or certification mark rights of any third party which would impair USER’s use of the Marks. OWNER further warrants that it has no knowledge of any adversarial proceeding or other license concerning the Marks.

3. QUALITY STANDARDS

USER agrees that the nature and quality of all services rendered by USER in connection with the Marks and all related advertising, promotional and other related uses of the Marks by USER shall conform to standards set by and be under the control of OWNER.

4. QUALITY MAINTENANCE

USER agrees to cooperate with OWNER in facilitating OWNER's control of such nature and quality, to permit reasonable inspection of USER's operation, and to supply OWNER with specimens of all uses of the Marks upon request. USER shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this License.

5. FORM OF USE

USER agrees to use the marks only in the form and manner and with appropriate legends as prescribed from time to time by OWNER, and not to use any other trademark or service mark in combination with any of the Marks without prior written approval of OWNER.

6. INFRINGEMENT PROCEEDINGS

USER agrees to notify OWNER of any unauthorized use of the Marks by others promptly as it comes to USER's attention. OWNER shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Marks.

7. TERM

This Agreement shall continue in force and effect for the terms of the registrations issued for said Marks listed in Schedules A and B and all renewals thereof, unless sooner terminated as provided for herein.

8. TERMINATION

Either party may terminate this License for any reason by providing the other thirty (30) days written notice. This License will automatically terminate upon termination of the Agreement.

9. EFFECT OF TERMINATION

Upon termination of this License, USER agrees to immediately discontinue all use of the Marks and any term confusingly similar thereto, to cooperate with OWNER or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all government records, if any, to destroy all printed materials bearing any of the Marks, and that all rights in the Marks and the good will connected therewith shall remain the property of OWNER.

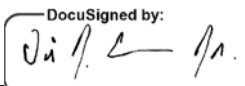
10. INTERPRETATION OF AGREEMENT

It is agreed that this Agreement may be interpreted according to the laws of the Commonwealth of Pennsylvania without regard to its conflict of law principles, except to the extent preempted by federal law.

[Remainder of the Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.


F.N.B. Corporation

By:  _____
DocuSigned by:
5B419D5A8E864D1...

Name: Vince Calabrese

Title: CFO

Slippery Rock University

By:  _____
DocuSigned by:
AE2D2B89D994469...

Name: W. Christopher Cole

Title: Assistant Vice President, Auxiliary Operations

Attachment D
Facilities Use Agreement - ATM/ITM, 16 pages

**AMENDMENT #1 TO THE SLIPPERY ROCK UNIVERSITY
FACILITIES USE AGREEMENT SRU-ATMs10252021**

THIS AMENDMENT TO THE SLIPPERY ROCK UNIVERSITY FACILITIES USE AGREEMENT (hereinafter “Amendment”) is entered into between Slippery Rock University of Pennsylvania (hereinafter “University”) of the State System of Higher Education (hereinafter “Agency”), the Commonwealth of Pennsylvania (hereinafter “Commonwealth”) and First National Bank of Pennsylvania (hereinafter “FNB”).

WITNESSETH

WHEREAS, the parties entered into the Slippery Rock University Facilities Use Agreement dated October 25, 2021 (the “Agreement”) for the installation, operation and maintenance of an ATM located in the Robert M. Smith Student Center and one cash dispensing ATM in the Weisenfluh Dining Hall; and

WHEREAS, the parties desire to amend the Agreement to modify its term.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and intending to be legally bound hereby, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if set forth fully below.
2. Term. Exhibit A, Section 2 of the Agreement, shall be deleted and replaced with the following:

The term of this Agreement run with the term of the Commonwealth of Pennsylvania State System of Higher Education – Contract for Banking Services with First National Bank of Pennsylvania (the “Banking Services Agreement”) and terminate upon termination of the Banking Services Agreement.

3. Modification. Section 4.1 of the Agreement shall be modified to delete the following: “which shall not be unreasonably withheld.”
4. Successors and Assigns. The obligations of the parties shall extend to and bind their successors and assigns.
5. Severability. Any provision of this Amendment which is held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition in any jurisdiction without affecting any other provision of this Amendment.
6. Incorporation by Reference. The terms and provisions of the Agreement not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. Terms not defined herein shall have the meaning set forth in the Agreement. From and after the

CW8981 Attachment D- Facilities Use Agreement (ATM/ITM)

date of this Amendment, each reference to the Agreement shall mean and be a reference to the Agreement as amended by this Amendment.

[Remainder of this Page is Left Intentionally Blank; Signature Page Follows]

IN WITNESS THEREOF, the parties have caused this Amendment to be executed as of the date and year first set forth above.

Slippery Rock University

DocuSigned by:
By: W. Christopher Cole
Name: W. Christopher Cole
Title: Assistant Vice President, Auxiliary Operations

First National Bank of Pennsylvania

DocuSigned by:
By: Vince Carabrese
Name: Vince Carabrese
Title: CFO

**SLIPPERY ROCK UNIVERSITY
FACILITIES USE AGREEMENT
(Facility Rental)**

THIS AGREEMENT, made and entered into this 25th day of October 2021, between Slippery Rock University of Pennsylvania (hereinafter “University”) of the State System of Higher Education(hereinafter “Agency”), Commonwealth of Pennsylvania (hereinafter “Commonwealth”), 1 Morrow Road Slippery RockPA 16057.

and

First National Bank of Pennsylvania, a national bank organized and existing under the laws of the United States Of America at 12 Federal Street Pittsburgh , PA 15212 acting through its proper officials, (hereinafter referred to as “FNB”) Federal I.D. # 25-1255405.

University hereby grants permission to FNB to use the Facilities identified on Exhibit “A” attached hereto (“Facilities”) for the use of FNB’s activities, which are more fully defined in Exhibit “A” attached hereto (“FNB Activity”). Exhibit A is hereby incorporated by reference and made a material part of this Agreement.

FNB will pay for the use of the Facilities and/or services in the total amount of \$0.

The obligations of the parties are further defined in the terms and conditions set forth attached to this Agreement as “Exhibit B” which terms and conditions are hereby incorporated by reference and made a material part of this Agreement.

DEFINITIONS:

As used in this Agreement, unless otherwise defined herein, and in addition to any other defined terms in this agreement, the following terms shall be given the following meaning:

- 1) “University Protection of Minors Policies” shall include:
 - (a) PA State System of Higher Education Board of Governor’s Policy 2014-01-A: Protection of Minors https://www.passhe.edu/inside/policies/BOG_Policies/Policy%202014-01-A.pdf; and, <https://www.sru.edu/offices/human-resources-and-compliance/policies-procedures-samples-and-forms>
- 2) “University Protection of Minors Office” shall be Human Resources and Compliance.

Facilities Use Agreement

FNB Initials: WCC

University Initials: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Slippery Rock University

By: W. Christopher Cole Date: 10/25/2021 | 3:29:01 PM EDT

President or Designee

W. Christopher Cole Director, Auxiliary Operations and Student Services

Approved as to Form and Legality

By: Clifford Kelly Date: 10/26/2021 | 3:29:47 PM EDT

Clifford Kelly university Legal Counsel

First National Bank

By: William Sprinzel Date: 10/25/2021 | 1:34:10 PM

Printed Name: _____

william sprinzel

Title: SVP, Director Retail Banking Administration

FNB agrees to abide by all University policies and procedures.

Facilities Use Agreement

FNB Initials: WS-09

University Initials: WCC

SCOPE OF WORK

1. PREMISES.

1.1 Location. University is the owner of certain real property located at 1 Morrow Way, Slippery Rock, PA 16057 ("Real Property").

1.2 Facility. University hereby grants permission to FNB to use the facility's certain space within the Real Property, for the installation, operation, and maintenance of an Automated Teller Machine or Interactive Teller Machine ("ATMs") Facility (as defined in Section 4 below) containing two ATMs and related equipment at the Real Property, which is depicted on page 4 and 5. One deposit taking ATM shall be located in the Robert M. Smith Student Center (through the wall) and one cash dispensing ATM in Weisenfluh Dining Hall (standalone).

1.3 Access. FNB as well as its employees and contractors may access the Premises, twenty-four (24) hours a day, seven (7) days a week including holidays, as needed for the purposes of installing, using, inspecting, maintaining, servicing, repairing, replacing, protecting or removing the ATMS. In the event of any construction, remodeling or other activity by University at the Real Property, University shall undertake such activities so as to permit access to the Premises to the fullest extent possible and so as to prevent the closure of the ATMS. University shall immediately notify FNB in the event University is aware of issue concerning the ATMS so that FNB may secure, repair and/or perform maintenance as is necessary.

1.4 Delivery Condition. University shall deliver the Premises to FNB in its current as-is condition.

1.5 – Installation. FNB is responsible for all aspects of the installation of the ATMs. For any facility help, Scott Albert will be the University contact.

2. TERM.

2.1 The term of this agreement shall be for a period of three (3) months, commencing on the date the contract is fully executed. This agreement can be renewed in increments of three (3) months, for a period of one (1) year.

2.2 Anticipated Delivery of Possession. FNB shall have the right to commence installation of the ATMS on Upon full execution of this facilities agreement.

3. OPERATION OF ATMS FACILITY.

3.1 ATMS Facility. FNB may operate and maintain, at FNB's sole cost and expense, the ATMs, together with such additional equipment or features as FNB shall deem appropriate, including: (a) a telephone or other support system for such equipment, (b) trash receptacle, (c) a branch computer

FNB Initials: _____
University Initials: _____

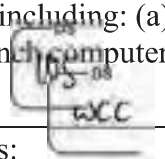


EXHIBIT "A"

terminal, with all supporting telecommunications equipment; (d) a customer service phone; (e) a merchant depository; (f) utility lines and conduits; and/or (g) such other equipment and accessories as are or become normally provided by FNB in connection with the operation of an ATMs facility. FNB may bolt its ATMs or otherwise securely attach the ATMs to the surface of the Premises. University agrees to cooperate in good faith to facilitate FNB's installation activities. Renderings of the ATMs Facility shall be attached hereto as Exhibit B.

3.2 Type of ATMs. Notwithstanding the foregoing, FNB shall operate and maintain a cash dispensing or full service ATMs.

3.3 Exclusivity. University acknowledges that no other Financial Institution or Financial Services Company shall place an ATMs in the Premises. Financial Institution and Financial Services Company shall be defined as an institution for receiving, lending, exchanging and safeguarding money. This encompasses all retail and commercial banking institutions, as well as credit unions, and also includes any company or organization that provides mortgages or makes its income primarily by selling investments. Retail banking shall include, but not be limited to services for consumers such as savings, deposits, transactional accounts, mortgages, personal loans, debit cards, credit card and/or an ATMs.

4. SIGNAGE AND TRADEMARKS.

4.1 General. All of FNB's signage, including FNB's standard logo and logo colors, and advertisements on and/or around its ATMs and the Premises shall be fabricated, installed, and maintained by FNB at FNB's sole expense. Subject to any applicable governmental laws, rules, and regulations, and subject to University's approval, which shall not be unreasonably withheld, FNB may change its signage on the ATMs at any time provided, however, that University's consent shall not be required to change signage based upon a change in FNB's standard corporate signage, name or logo as long as all changes to FNB's signage comply with all applicable laws and regulations and FNB's signage is not increased in size. Further, subject to University's approval, which shall not be unreasonably withheld, FNB may mount a sign, no larger than 2 ft. x 4 ft. on either building nearest to the ATMs to advertise FNB's ATMs. If available, University shall notify FNB if space is available on pilons located at the Premises. Should space be available, FNB may mount FNB's signage on such pilons to advertise FNB's ATMs.

5. Trademarks. FNB may operate its ATMs under any trademark, logo or service mark permitted by law. Notwithstanding anything in this Facilities Use Agreement to the contrary, University and FNB shall each at all times retain prior written approval rights of any marketing or promotional advertisement by the other Party which bears its name, logo or trademark or any of its fictitious business names. FNB and University acknowledge and agree that each Party's trademarks and trade names are solely the property of such Party, respectively, and that this Lease does not in any way grant to the other Party the right to use same.

6. MAINTENANCE.

6.1 Maintenance of ATMS. FNB shall maintain the ATMs in good condition and good working order. Once installed, FNB shall use reasonable efforts to operate the ATMs twenty-four (24) hours

FNB Initials: _____
University Initials: _____

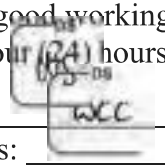


EXHIBIT "A"

per day, seven (7) days a week. FNB shall have the right, however, to suspend operation for security reasons, periodic maintenance inspections, balancing adjustments, servicing operations or other maintenance purposes. University acknowledges that despite FNB's reasonable efforts, any ATMs may be rendered inoperative for various periods of time due to breakdowns, operations failures or other reasons.

7. REMOVAL OF ATMS.

7.1 ATMS Removal and Repairs. Upon the expiration or sooner termination of this Facilities Use Agreement, or upon the expiration or sooner termination of any renewal of this Facilities Use Agreement, FNB shall remove the ATMs and related equipment, FNB's signs and FNB's other property from the Premises, at FNB's sole expense. Such removal shall occur not more than thirty (30) days after the expiration or sooner termination of this Facilities Use Agreement. FNB shall, at its sole expense, reasonably repair any damage to the Premises caused by such removal. FNB will make any repairs or cuts in any paved areas, walls or other improvements made during the removal of the ATMs in a manner so as to match as nearly as practicable the surrounding area.

8. UTILITY SERVICES.

8.1 Utility Services at the Premises. University, at its sole expense, shall stub electric and telephone lines to the Premises and ensure that electricity and telephone services are available as may be needed to operate the ATMs. University shall be responsible for all costs for all electricity needed to operate the ATMs and all approved signage. FNB shall pay for all telephone, data lines, and other utility services dedicated to FNB's operation of the ATMs.

FNB Initials: _____
University Initials: _____


Handwritten initials "WCC" are written in the University Initials line. Above the FNB Initials line, there is a box containing the handwritten initials "WCC" and the text "DS" above it.

EXHIBIT "A"

FNB will install 1 Diebold DN 450 and 1 Diebold DN 200a

DN 450 TTW



DN 200a



FNB Initials: WS-DS
University Initials: WCC

EXHIBIT "A"



FNB Initials: _____
University Initials: _____

MS
WCC

EXHIBIT "B"

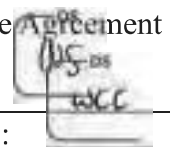
TERMS AND CONDITIONS

1. **Specification of Facilities Subject to this Agreement.** The Facilities to be used by FNB, FNB's Purposes, and the period of use are more specifically described in Exhibit "A."
2. **University Approval for FNB's Use of Facilities.** University grants to FNB the right to use the Facilities pursuant to the following terms and conditions. University may revoke or modify FNB's permission to use the Facilities in whole or in part if at any time FNB fails, neglects or refuses to perform to University's satisfaction any of FNB's duties or obligations as set forth in this Agreement.
3. **Term.** FNB shall be entitled to use the Facilities during the time period specified in Exhibit "A" for the FNB's Activity and for no other purpose and at no other times.
4. **Fee.** FNB will pay for its use of the Facilities based upon the rates and other applicable charges of University (the "Fees"). The total charge estimated by University is set forth on the front of this Contract based upon facilities requested and estimated number of participants. FNB shall pay the Fees due to University not later than thirty (30) days of receipt of a bill from University. One and one half percent (1.5%) interest will be charged monthly on outstanding balances. When making payment, FNB will: (a) Remit by check payable to "University; (b) reference this Agreement and the applicable invoice being paid; and (c) mail to: University, at address indicated in Exhibit A, Section II.
5. **Damages.** FNB shall be responsible for any and all damages to any facility or property owned and/or operated by University. In case of damage or destruction of University property due to conduct, whether intentional or unintentional, by FNB or FNB's program participants, and not due to ordinary wear and tear, FNB will be responsible for the cost of replacing the property destroyed or, at University's option, for the cost of restoring the property to its original condition.
6. **Outstanding Balances.** Any outstanding balance remaining due under previous FNB Activity Agreements with University will become automatically due and owing under this Agreement.
7. **FNB's Participants.** At all times relevant to their use of the Facilities, FNB and FNB's participants shall comply with all applicable federal state and local laws and rules, including those issued by the local Fire Department, local, state or federal government, the rules and regulations of University, including but not limited to the rules and regulations in University Code of Conduct as amended, and all reasonable directives given by University administration. University reserves the right to eject any objectionable person or persons from University premises at all times, including periods when services or facilities are being provided to FNB pursuant to this Agreement.
8. **FNB's Employees.** In the event that FNB assigns any employees to the Facilities or has any employees participate in the FNB Activity, FNB shall maintain all applicable insurance on FNB's employees including Workmen's Compensation Insurance.
9. **FNB's Use of the Facilities.**
 - 9.1. Authorization of FNB Employees. The employees of FNB are permitted to use the Facilities for FNB Activities. University, in its sole discretion, may limit the number of approved FNB employees who have access to the Facilities.
 - 9.2. Removal of a FNB Employee, Guest or Participant. Without limiting any other rights of University, University reserves the right to revoke, at any time, the onsite privileges of any FNB employee, guest or participant if University determines that the employee, guest or participant's conduct is improper or may jeopardize the operation or safety of University's Facilities or any FNB's Activities conducted at the Facilities.
 - 9.3. Availability of Equipment and/or Facilities. FNB's right to use Facilities shall extend to any equipment or facility identified on Exhibit "A" and any equipment or facility installed at the Facilities during the term of this Agreement. University may remove equipment/facilities from or install equipment/facilities at the Facilities in its discretion without amending Exhibit "A." FNB agrees not to modify or deface the Facilities of University in any way and understands that this provision includes a requirement that University's permission must be granted specifically for any decorations placed on or about University Facilities by FNB. University will give written notice to FNB if additional charges are associated with the use of any equipment installed at the Facilities that are not included in the Fee specified in this Agreement.
 - 9.4. Use of Equipment/Facilities. FNB's use of the Facilities or equipment identified on Exhibit "A" shall be exercised in a manner that does not interfere with University's other use or occupation of the Facility/equipment or University's other property or premises. University may impose supplemental guidelines for use of a particular Facility/equipment, which shall be incorporated herein by reference upon notice to FNB.

Facilities Use Agreement

FNB Initials: _____

University Initials: _____



A rectangular box containing handwritten initials 'DS-DS' and 'WCC' in black ink. The box is positioned over the signature lines for FNB and University.

EXHIBIT "B"

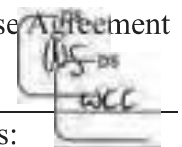
SRU-ATMs 10252021

- 9.5. FNB's Inspection. FNB has inspected and accepts the Facilities "AS IS," and agrees that University shall have no responsibility for the conditions of the Facilities to FNB or to any of FNB's participants, invitees or guests.
- 9.6. Facility Maintenance. FNB agrees that it shall be obligated to maintain the Facility for the safe exercise of the FNB's Activity at FNB's sole cost and expense in accordance with the provisions of this Agreement. Upon completion of FNB's Activity, FNB shall deliver the Facility to University in substantially the same condition as existed immediately prior to FNB's use. FNB agrees that if its use of the Facility causes damage or destruction to the Facility or any part thereof, at University's option FNB shall promptly repair and restore any such damage or University may proceed to have the work done and collect the cost thereof from FNB.
- 9.7. Permits. FNB shall obtain, at its sole cost and expense, any additional permits and licenses that are necessary or required for FNB's use of the Facilities. FNB shall not install any improvements or make any alterations to the Facilities without the prior written approval of University.
- 9.8. Additional/Alternative Use. FNB shall not use or allow the Facilities or any part thereof to be used or occupied for any purpose other than the FNB's Activity as set forth in Exhibit "A," nor for any unlawful purpose, and FNB shall not allow any act to be done or condition to exist in the Facilities or any part thereof or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may make void or voidable any insurance then in force or required under this Agreement.
- 9.9. Advertising. Advertising on University's premises shall be limited as directed by University's personnel and regulations.
- 9.10. Occupancy. At no time shall FNB permit the number of individuals occupying the Facilities to exceed the established maximum occupancy, nor shall FNB fail to maintain an adequate minimum ratio of adults to minors, if applicable. FNB shall carefully survey the Facilities for any dangerous conditions or hazards prior to each separate time it enters and exits the Facility and shall be responsible for notifying University promptly of any conditions that FNB deems to present a danger or hazard.
- 9.11. License Only. University grants FNB a personal, nontransferable, revocable license only. No leasehold interest for the use of Facilities is created under this Agreement, and under no circumstances shall any provision of the Pennsylvania Landlord-Tenant Act apply to this agreement or FNB's use of any University facility.
- 9.12. Cancellation. University may cancel this contract at any time by giving FNB ten (60) days' written notice. Notice shall be deemed received when deposited into the custody of the U.S. Postal Service by First Class Mail, postage prepaid.
- 10. **Common Areas.** FNB, its participants, and employees shall comply with all reasonable rules and regulations adopted by University and all reasonable directives given by University administration regarding the use of common and public areas, including but not limited to restrooms, entrances, exits and other areas of the building(s) comprising the Facilities, as they may from time to time exist.
- 11. **Supervision and Conduct.** FNB shall be responsible for the supervision and control of its participants, employees, and their activities on all University premises when such participants and employees are within the scope of their activities or employment with FNB. In no FNB's Activity shall University or its employees or agents be liable for any use by FNB, or by FNB's participants, employees, and agents, of the Facilities, or for any loss, claim, damage or liability of whatsoever kind or nature that may arise in connection with this Agreement.
- 12. **FNB Compliance.** At all times relevant to its use of Facilities, FNB shall comply with all applicable federal, state and local laws and University rules, including those issued by the local Fire Department and the rules and regulations of University, local, state and federal governments, and all reasonable directives given by University administration. This includes, but is not limited to, University Protection of Minors Policy.
- 13. **Insurance.** Before using the Facilities, FNB shall file with University a Certificate of Insurance evidencing that the insurance coverage required of FNB is in force. FNB shall submit such Certificate of Insurance to University along with the executed copy of this Agreement.
 - 13.1. At its sole cost and expense, FNB shall obtain and maintain in effect insurance policies and coverages acceptable to University for the Facility and the Activity, and FNB's and its agents', guests', invitees' and employees' use of the Facility for the Activity.
 - 13.2. At a minimum, FNB shall obtain and maintain in effect the following coverages: Workers' Compensation and Employer's Liability coverages which equal or exceed the requirements of the Commonwealth of Pennsylvania (if

Facilities Use Agreement

FNB Initials: _____

University Initials: _____



Handwritten initials "DS-DS" and "WCC" are present. A rectangular box is drawn around the initials, with a checkmark-like symbol inside.

such coverage is applicable), Comprehensive General Liability coverage in an amount not less than One Million (\$1,000,000) Dollars per occurrence.

- 13.3. Concurrently with the execution of this Agreement, FNB shall file with University certificates of insurance satisfactorily evidencing the insurance required pursuant to this paragraph. University must be named as an additional insured and certificate holder on all policies except Workers' Compensation and Employers' Liability (if such coverage is applicable). Such insurance may not be canceled, amended or permitted to lapse except upon a minimum of thirty (30) days prior written notice to University.
- 13.4. FNB shall be solely responsible for payment of any deductible required by such insurance, in the event of a paid claim.
- 13.5. The minimum insurance coverage limits to be maintained by FNB hereunder shall not limit FNB's liability under this Agreement.

14. Background Checks for Minors

- 14.1. The Contractor must arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will provide a program, activity or service to the University that is responsible for the care, supervision, guidance, or control of children or as otherwise designated by the University under applicable policy. The Contractor will be responsible for any such associated costs.
- 14.2. Before the University will permit an employee or subcontractor of the Contractor to provide any program, activity or service to the University where the employee or subcontractor is responsible for the care, supervision, guidance, or control of children, the Contractor must provide written confirmation that background checks have been conducted in accordance with applicable law and policies. If it is discovered at any time that an individual has a criminal record that includes one of the enumerated offenses set forth in section 6344(c) of the Child Protective Services Law, 23 Pa.C.S. § 6344, the Contractor shall immediately remove the employee or subcontractor from assignment to the University under this Contract.
- 14.3. The University specifically reserves the right to conduct background checks over and above that described herein or as otherwise required by applicable law.
- 14.4. The University may provide Contractor employees who work on a University campus with a designated email or other network access for use by the employee for performance under this Contract. Any such access must be in accordance with all applicable laws and University policies.
- 14.5. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the University may result in the Contractor being deemed in default of its Contract.

15. Mandated Reporting. In accordance with applicable law, Pennsylvania State System of Higher Education Board of Governors and University policies and procedures/standards, all FNB employees, subcontractors and volunteers who provide a program, activity or service under this agreement that are responsible for the care, supervision, guidance or control of minors are considered to be mandated reporters of suspected cases of child abuse and shall be trained as if designated a mandated reporter by Pennsylvania law. All mandated reporters shall make an immediate report of suspected

Facilities Use Agreement

FNB Initials: WS-08

University Initials: WCC

EXHIBIT "B"

SRU-ATMs 10252021

child abuse or cause a report to be made if they have reasonable cause to suspect that a child is victim of child abuse under any of the following circumstances:

- 15.1 The mandated reporter comes into contact with the child in the course of employment, occupation, and practice of a profession or through a regularly scheduled program, activity, or service;
- 15.2 A person makes a specific disclosure to the mandated reporter that an identifiable child is the victim of child abuse; or
- 15.3 An individual 14 years of age or older makes a specific disclosure to the mandated reporter that the individual has committed child abuse.

The minor is not required to come before the mandated reporter in order for the mandated reporter to make a report of suspected child abuse. The mandated reporter does not need to determine the identity of the person responsible for the child abuse to make a report of suspected child abuse.

Mandated reporters must immediately make an oral report of suspected child abuse to the Department of Human Services (DHS) by calling 1-800-932-0313, or a written report to DHS using electronic technologies when available. The website to file an electronic report is www.compass.state.pa.us/cwis. If an oral report is made, a written report shall also be made within 48 hours to DHS or the county agency assigned to the case as prescribed by DHS. Immediately following the report to DHS, the mandatory reporter must notify the State System, Title IX Coordinator (717-720-4061), who will assume responsibility for facilitating University's cooperation with the investigation of the report. More than one report of the suspected abuse is not required.

- 16. **Assignment.** Neither party shall assign its rights under this Agreement without the prior written consent of all other parties.
- 17. **Defaults.** If (i) FNB fails to pay the Fee due within ten (10) days after University has given written notice of such default to FNB, or (ii) FNB breaches any provision of this Agreement and fails to cure the breach after University has given FNB written notice specifying the nature of the breach, then University may terminate this Agreement on the termination date specified in the notice.
- 18. **Notices.** All notices given under this Agreement shall be in writing and deemed given (a) when personally delivered; (b) three (3) days after having been sent by United States registered or certified mail, postage prepaid, return receipt requested; or (c) one (1) day after deposit with a commercial overnight courier with confirmed verification of delivery, and addressed:

University:

FNB:

At the address on Page 1 of facilities use agreement

At the address on Page 1 of facilities use agreement

Either party may, upon prior written notice to the other, specify a different address for notices.

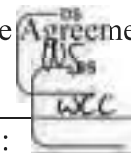
19. Limitation of Liability.

- 19.1 University shall have no liability for any failure to perform or delay in performance due to any circumstance beyond its reasonable control or Force Majeure. Force Majeure shall mean to include but is not limited to, acts of God or war, changes in controlling law, regulations, orders, or the requirements of any governmental entity, severe weather conditions, civil disorder, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade or other labor disputes affecting either party, and freight embargos., or other causes like or unlike any cause above mentioned which is beyond the reasonable control or authority of University.
- 19.2 In providing FNB with services or the use of Facilities, University is not accepting any responsibility for their utilization or for any decisions of FNB which may be made in connection with them. FNB agrees that neither University nor any organization affiliated with University, nor any of University's officers, agents, or employees are responsible for the loss or damage to FNB's, FNB's participants', or FNB's officers', agents' or employees' personal property by fire, theft, vandalism, or other hazard without regard to whether it is alleged or true that the loss is due to University's neglect of any duty or willful or intentional action. University accepts no responsibility whatsoever for any property brought onto University premises, and University is hereby expressly relieved and discharged from any and all liability from any loss, damage, or destruction of property that may be sustained by FNB in connection with the performance of this agreement.
- 19.3 FNB agrees that any liability of University, under this contract for damages, as determined by a court of competent jurisdiction, regardless of the form of action, shall not exceed the total amount to be paid by FNB under this

Facilities Use Agreement

FNB Initials: _____

University Initials: _____

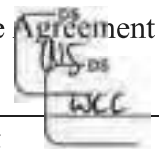


- contract. In no event will University be responsible for any consequential damages incurred by FNB with respect to this contract, or any matter pertaining thereto, even if University has been advised of the possibility of such damages.
- 19.4 University and FNB acknowledge that University and FNB are independent contractors in regard to this contract and University is not FNB's agent for any purpose whatsoever, nor is FNB University's agent for any purpose. Neither party will have the authority to enter into any contract or assume any obligation for the other, and nothing herein will be construed to establish any partnership, joint venture or principal-agent relationship between University and FNB. Nothing in this Agreement shall be deemed to create any form of employment relationship between the parties.
- 19.5 Nothing in this agreement shall be construed to limit the sovereign immunity of University, the State System, or the Commonwealth.
- 20. Indemnify and Hold Harmless:** FNB agrees that neither University nor the Commonwealth of Pennsylvania, the State System of Higher Education, their officials, officers, employees, agents, or students ("indemnified parties") are responsible for any cost, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney fees, which arise out of or be consequent upon use or occupancy of the Facilities by FNB, its employees, agents, guests, invitees or performers, or consequent upon or arising from FNB's failure to comply with any laws, statutes, ordinances, or regulations. FNB's hold harmless obligation under this Agreement includes an obligation to defend, indemnify and hold harmless the parties listed above from all such liability regardless of whether it is alleged or true that the liability is due to neglect of duty by the indemnified parties or even if it is alleged or true that it is due to the intentional or willful or reckless actions of any person, including the indemnified parties.
- 21. NONDISCRIMINATION:** The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination and immigration. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin; Title IX of the Education Amendments of 1972 and other applicable laws; as well as the provisions of the Americans with Disabilities Act. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., FNB understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement or from activities provided for under this Agreement on the basis of the disability. As a condition of accepting this Agreement, FNB agrees to comply with the "General prohibitions against discrimination" set forth in 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- 22. SEXUAL HARASSMENT:** Federal law and the policies of University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, or any other verbal or physical conduct of a sexual nature that is so severe or pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for students. FNB is required to exercise control over its employees and volunteers so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of this Contract to cause such person to be removed from facility and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.
- 23. RIGHT TO KNOW LAW**
- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement.
- b. If the University needs FNB's assistance in any matter arising out of the RTKL related to this Contract, it shall notify FNB using the legal contact information provided in this Contract. FNB, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the University.
- c. Upon written notification from the University that it requires FNB's assistance in responding to a request under the RTKL for information related to this Agreement that may be in FNB's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), FNB shall: 1) Provide the University, within ten (10) days after receipt of written notification, access to, and copies of, any document or information in FNB's possession arising out of this Contract that the University reasonably believes is Requested Information and may be a public record under the RTKL; and 2) Provide such other assistance as the University may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If FNB considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that FNB considers exempt from production under the RTKL, FNB must notify the University and provide, within seven (7) days of receiving the written notification, a written statement signed by a representative of FNB explaining why the requested material is exempt from public disclosure under the RTKL.

Facilities Use Agreement

FNB Initials: _____

University Initials: _____



- e. The University will rely upon the written statement from FNB in denying a RTKL request for the Requested Information unless the University determines that the Requested Information is clearly not protected from disclosure under the RTKL in which case FNB shall provide the Requested Information within five (5) days of receipt of written notification of the University's determination. Page 17 of 18
- f. If FNB fails to provide the Requested Information within the time period required by these provisions, FNB shall indemnify and hold the University harmless for any damages, penalties, costs, detriment or harm that the University may incur as a result of FNB's failure, including any statutory damages assessed against the University.
- g. The University will reimburse FNB for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by University, or if none, by the Office of Open Records or as otherwise provided by the RTKL if a fee schedule is inapplicable.
- h. FNB may file a legal challenge to any University decision to release a record to the public with the Office of Open Records, or in an appropriate Pennsylvania Court; however, FNB shall indemnify the University for any legal expenses incurred as a result of such a challenge and shall hold the University harmless for any damages, penalties, costs, detriment or harm that the University may incur as a result of FNB's failure, including any statutory damages assessed against the University, regardless of the outcome of such legal challenge. As between the parties, FNB agrees to waive all rights or remedies that may be available to it as a result of the University's disclosure of Requested Information pursuant to the RTKL.

24. Miscellaneous.

- 24.1. Applicable Laws. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. If any provision of this Agreement, or its application to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 24.2. Hazardous Substances. FNB shall abide by all laws and University policies and rules governing the transportation, handling, use and disposal of toxic and hazardous substances. Any wastes resulting from materials, chemicals, gases or other substances brought into Facilities by FNB shall remain the property of FNB. University bears no responsibility for the transportation, handling, use and disposal of such toxic and hazardous wastes. FNB shall obtain written approval of University prior to transporting toxic and hazardous materials into the Facilities.
- 24.3. Nothing in this Agreement shall be deemed or construed as creating a relationship of principal and agent, partnership, joint venture, or landlord and tenant, between the parties, it being understood that nothing contained in this Agreement, or any acts of the parties hereto, shall be deemed to create any relationship other than an independent contractor relationship between University and FNB.
- 24.4. In addition to University's express or implied right-of-entry under any other provision of this Agreement, FNB shall permit University to enter the Facility at all reasonable times for the purposes of, but not limited to:
 - 24.4.1. Inspecting the Facility to determine whether FNB has complied or is complying with the provisions of this Agreement;
 - 24.4.2. Carrying out any purpose necessary, incidental or connected with the performance of any University obligations under this Agreement.
- 24.5. Sales. FNB may not sell tickets for any attraction on University premises in excess of the number of seats available for any approved presentation. This number to be determined by University in writing in consultation with FNB. In no event will stairs, aisles, halls and foyers be obstructed.
- 24.6. Ejection. University reserves the right to eject any objectionable person or persons from University premises at all times, including periods when services or facilities are being provided to FNB pursuant to this agreement.
- 24.7. Publicity. FNB shall not use the name or logo of University or any State System University in any advertising or public relations material without prior written consent.
- 24.8. Alcohol. Use of alcohol is not permitted on University premises without the express written permission of the University.
- 24.9. Entire Agreement. This Agreement with attached Exhibits constitutes the entire understanding of the parties concerning the subject matter of this Agreement and shall supersede all previous communications, either verbal or written, between the parties relating to the same. All terms and conditions of any documents, including purchase orders, issued by FNB to facilitate payment hereunder are null and void.

Facilities Use Agreement

FNB Initials: WS-DS
 University Initials: WCC

EXHIBIT "B"

SRU-ATMs 10252021

- 24.10. Amendments. No modification, amendment, waiver or release of any provision of this Agreement, or of any right, obligation, claim or cause of action arising from this Agreement, shall be valid or binding for any purpose unless in writing and duly executed by authorized representatives of the parties.

Facilities Use Agreement

FNB Initials: WCC

University Initials: WCC

ATTACHMENT E – DIGITAL CENTER LEASE

59 PAGES

LEASE

by and between

SLIPPERY ROCK UNIVERSITY

LANDLORD

and

FIRST NATIONAL BANK OF PENNSYLVANIA

TENANT

For: Digital Center in the Robert M. Smith Student Center

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LEASE AGREEMENT

THIS LEASE AGREEMENT, is entered into this 7th day of April, 2022 by and between SLIPPERY ROCK UNIVERSITY OF PENNSYLVANIA, STATE SYSTEM OF HIGHER EDUCATION (hereinafter, the "LANDLORD"), with a principal place of business at 1 Morrow Way, Slippy Rock, Pennsylvania, 16057,

and

FIRST NATIONAL BANK OF PENNSYLVANIA (hereinafter, the "TENANT"), with a principal place of business at 12 Federal Street, Pittsburgh, Pennsylvania 15212.

WHEREAS, TENANT is a federally insured banking corporation operating within the Commonwealth of Pennsylvania, and is engaged in providing commercial banking, consumer banking, and wealth management services; and

WHEREAS, LANDLORD is a part of the State System of Higher Education, an independent Commonwealth agency; and

WHEREAS, LANDLORD is authorized, under Act 188 of 1982 as amended, to lease real property under its jurisdiction as owner or possessor; and

WHEREAS, the LANDLORD is the owner of a lot of land situated on the campus of Slippy Rock University in the Commonwealth of Pennsylvania on which there is a building known as the Robert M. Smith Student Center (the "Building"); and

WHEREAS, TENANT has been awarded a Contract, known as "Commonwealth of Pennsylvania State System of Higher Education – Contract for Banking Services with First National Bank of Pennsylvania" (the "Banking Services Agreement"), for the provision of banking services to students, student organizations, and employees of Slippy Rock University; and

WHEREAS, TENANT requires use of certain physical space in the Building, identified herein as the "Premises", for the purpose of providing banking services under the Banking Services Agreement; and

WHEREAS, the leased Premises are wholly controlled, used by, and under the jurisdiction of LANDLORD; and

WHEREAS, TENANT is desirous of undertaking the construction and improvement of the Premises with the intent of providing banking services promptly upon the Effective Date of the Contract for Campus Banking Services for the benefit of both LESSOR and LESSEE.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties intending to be legally bound hereby, agree as follows:

ARTICLE I -- LEASE OF PREMISES

1.01 Lease Of Premises. Landlord, in consideration of the rents and covenants specified herein, does hereby demise, let and lease to Tenant, and Tenant does hereby hire, take and lease from Landlord, on the terms and conditions hereinafter set forth, the following described space, hereinafter called the "Premises", for the term hereinafter specified.

1.02 Basic Lease Provisions.

- A. Building Name: The Robert M. Smith Student Center
Address: 107 Central Loop
Slippery Rock, Pennsylvania 16057
- B. Premises Address: 107 Central Loop, Suite 108
Slippery Rock, Pennsylvania 16057
- C. Agreed Useable Area in the Premises: 647 square feet (SF) on the First Floor of the Building (inclusive of rooms 108 and 108A), as shown on **ATTACHMENT 1 PREMISES.**
- D. Delivery Date: Landlord shall deliver possession of the Premises upon the Effective Date of this Lease Agreement with no Landlord work to be done to the Premises (the "Delivery Date").
- E. Build Period: Following the Delivery Date and Tenant's receipt of its non-appealable construction permits, and regulatory approvals as set forth in Section 1.02(Q) (both of which shall occur within the period not to exceed sixty (60) days from the Effective Date of the Lease), Tenant shall have a period of one hundred and twenty (120) days to construct the Premises (the "Build Period").
- F. Term: The term of this Lease shall commence on the Effective Date, defined as the date of full execution of this Lease Agreement by the Landlord and Tenant and all approvals required by the Commonwealth have been obtained. This term ends on the Expiration Date, defined as the last day of the term of the Banking Services Agreement.
- G. Lease Payments: From and after the Effective Date, annual base rent shall be as follows: the annual base rent for year one is due and payable within 30 days of the Effective Date and shall be prorated accordingly and the annual base rent for years 2-5 is due by February 1st of each year during the Term of the Lease:

<u>Month</u>	<u>Total</u>
1-60	\$23,000/yr.

In the event that the Term extends beyond 60 months, rent shall be prorated at the amount set forth above.

- H. Monthly Installments of Base Rent: INTENTIONALLY DELETED
- I. Security Deposit: No security deposit shall be required.
- J. Broker(s): Landlord and Tenant acknowledge that neither party is represented by a broker.
- K. Addresses for Notices:

Tenant: First National Bank
c/o Anne J. Apetre
Senior Vice President
Director, Corporate Real Estate
30 Isabella Street
Pittsburgh, PA 15212

With a Copy to: First National Bank of Pennsylvania
Attention: Corporate Counsel
One FNB Blvd.
Hermitage, PA 16148

Landlord: Slippery Rock University
W. Christopher Cole,
Director, Auxiliary Operations and
Student Services,
107 Central Loop, Suite 102,
Slippery Rock, PA 16057
Email: Christopher.cole@sru.com

With a Copy to: Office of Chief Counsel
Pa. State System of Higher Education
2986 N. Second Street
Harrisburg, PA 17110
Email: legaldivision@passhe.edu

for Payments: Slippery Rock University
W. Christopher Cole,
Director, Auxiliary Operations and
Student Services,
107 Central Loop, Suite 102,
Slippery Rock, PA 16057

- L. Renewal Option: INTENTIONALLY DELETED
- M. Lease Type: Digital banking center/event space.
- N. Escalation: N/A.

- O. Guarantee: N/A
- P. Improvements to the Premises: Per Article V;
- Q. Conditions Subsequent: Tenant shall have the right to terminate the Lease within the first sixty (60) days following execution if it is unable to obtain all permits, variances and governmental approvals needed for its intended use (the "Permit Contingency"), or is unable to obtain all governmental and regulatory approvals needed for its intended use (the "Regulatory Contingency").

In the event that Tenant is unable to obtain the conditions specified in the Permit Contingency and Regulatory Contingency, then Tenant shall be released from further obligation under this Lease and agrees to release Landlord from same provided, however, that in such event, Tenant shall pay to Landlord an amount equivalent to three (3) month's rent as liquidated damages and shall also remain liable for all direct damages suffered by Landlord. Landlord shall use its best efforts to mitigate its damages by promptly searching for a replacement tenant which will provide the same services at the same rate as Tenant has agreed.

- R. INTENTIONALLY DELETED.
- S. Dangerous Materials: Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of a fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained, and proof of adequate insurance protection is provided by Tenant to Landlord. This shall not include the types of articles or items which are ordinarily used in a business setting. Tenant shall indemnify and hold Landlord harmless from loss or damage arising out of or relating to any hazardous or dangerous materials placed within the Premises by Tenant without written Landlord consent.
- T. Signage and Display Approval: Tenant, at Tenant's sole cost and expense, is permitted to use appropriate signage and branding, upon approval of the Landlord, for this space, as provided within the Banking Services Agreement.

1.03 -- Description of the Building, Premises and Common Areas

- A. The Building. Any reference in this Lease to the term "Building" shall refer to the Robert M. Smith Student Center, of which the Premises is a part. There hereby specifically is excluded from the grant and demise of this Lease any rights to light or air over the land upon which the Building is situated, or over adjoining or nearby property, streets or alleys.

- B. The Premises. The Premises consists of the space containing the number of square feet specified in Section 1.02(C); is located in an area of the Building which is designated in red on the floor plan(s) of the floor or floors specified in Section 1.02, said floor plan(s) being attached hereto as **ATTACHMENT 1 PREMISES**; and shall be known by the address specified in Section 1.02(B).
- C. Common Areas INTENTIONALLY DELETED.
- D. Rentable Area INTENTIONALLY DELETED.
- E. Service Areas INTENTIONALLY DELETED.
- F. General Common Areas INTENTIONALLY DELETED.

ARTICLE II -- TERM AND POSSESSION

2.01 Term. The term of this Lease shall be for the period specified in Section 1.02(F); and shall begin and end on the Effective Date and Expiration Date, respectively, specified in Section 1.02(F), unless this Lease is terminated as earlier provided elsewhere herein.

2.02 A. Early Occupancy. INTENTIONALLY DELETED.

B. Delayed Occupancy. INTENTIONALLY DELETED.

2.03 Tenant's Possession and Acceptance of the Premises. Tenant shall be entitled to take possession upon the Effective Date of this Lease Agreement, and shall yield possession to the Landlord upon the Expiration Date of this Lease Agreement unless otherwise agreed by both parties in writing. The Premises shall be deemed to be in good order and satisfactory condition, and Tenant shall accept all conditions as found upon examination of the site, except for any conflicts, errors or discrepancies in the drawings attached as **ATTACHMENT 1 PREMISES**. If Tenant, in the course of construction finds any conflict, error or discrepancy on or among the drawings, such conflict, error or discrepancy shall be immediately referred to the Landlord. Landlord has no obligation to alter, remodel or improve the Building or the Premises, unless specifically set forth herein or in any Addendum attached hereto.

2.04 Surrender of the Premises. Upon the Expiration Date or earlier termination of this Lease, Tenant shall immediately surrender the Premises in substantially the same condition as received on the Delivery Date, as indicated in ATTACHMENT 2 Turnover Condition, failing which Landlord may restore the Premises to such condition at Tenant's expense. Upon such expiration, termination, or reentry, Tenant shall have the right prior to expiration or within ten days following Landlord's termination or reentry to remove its personal property and trade fixtures. Tenant, shall, at its expense, promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed. Notwithstanding the foregoing, Tenant shall not be required to remove its tenant finish improvements that were approved in writing by Landlord.

2.05 Holding Over. INTENTIONALLY DELETED.

ARTICLE III -- RENT

3.01 Rent. Tenant shall pay to Landlord as annual base rent for the Premises the sum specified in Section 1.02(G), payable in annual payment as specified in Section 1.02(G), without deduction or offset

3.02 Annual Rental Adjustment. INTENTIONALLY DELETED

3.03 Service Charge. INTENTIONALLY DELETED

ARTICLE IV -- SECURITY DEPOSIT. INTENTIONALLY DELETED

ARTICLE V -- TENANT FINISH IMPROVEMENTS

Tenant at its sole cost and expense shall construct or cause to be constructed any tenant finish improvements to the Premises that may be required to use the Premises for the purposes outlined in Article VI. Tenant may also construct such fixtures on the Premises at Tenant's expense that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with prior written consent of Landlord. Such construction for finish improvements or fixtures shall be made in accordance with schematic drawings, plans and specifications, which shall be submitted to Landlord for approval prior to commencement of construction. If Tenant requests that any changes be made to the schematic drawings, plans and specifications after Landlord has approved the same, then Tenant shall obtain Landlord's approval for said changes before the commencement of any construction based on said changes. In no event shall Landlord's approval be unreasonably withheld.

ARTICLE VI -- USE OF PREMISES

6.01 Specific Use. The Premises shall be occupied and used exclusively as a digital bank center/event space and for purposes incidental thereto and shall not be used for any other purpose. The purpose is outlined in the Statement of Work provided within the Banking Services Agreement.

6.02 Covenants Regarding Use. In connection with its use of the Premises, Tenant agrees to the following:

- A. Tenant shall use the Premises and conduct its business thereon in a safe, careful, reputable and lawful manner; and Tenant shall not use the Premises for any unlawful purpose or activity.
- B. Tenant shall not commit, nor allow to be committed, in, on or about the Premises or the Building, any act of waste, including any act which might deface, damage or destroy the Premises or the Building or any part thereof; use or permit to be used on the Premises any hazardous substance,

equipment or other thing which might cause injury to person or property or increase the danger of fire or other casualty in, on or about the Premises; permit any objectionable or offensive noise or odors to be emitted from the Premises or do anything or permit anything to be done, which would disturb or tend to disturb other tenants occupying leased space in the Building.

- C. Tenant shall not overload the floors of the Premises beyond their designed weight bearing capacity. Landlord reserves the right to direct the positioning of all heavy equipment, furniture and fixtures which Tenant desires to place in the Premises so as to distribute properly the weight thereof, and to deny the right to install and to require the removal of any equipment or furniture which exceeds the weight limit specified herein.
- D. Tenant shall not use the Premises, or allow the Premises to be used, for any purpose or in any manner which would, in Landlord's opinion, invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy. Should Tenant fail to comply with this covenant, Landlord may, at its option, require Tenant to stop engaging in such activity or to reimburse Landlord as additional rent for any increase in premiums charged during the term of this Lease on the insurance carried by Landlord on the Building and attributable to the use being made of the Premises by Tenant.
- E. Tenant shall not inscribe, paint, affix or display any signs, advertisements or notices on the Building, except as set forth in Section 1.02(T).
- F. Tenant agrees to promptly report in writing to Landlord any defective or unsafe condition on or about the Premises or the Building which shall come to the attention of Tenant.

6.03 Access to and Inspection of the Premises. Landlord, its employees and agents and contractors shall have the right to enter any part of the Premises during Tenant's business hours after giving at least forty-eight (48) hours prior notice to Tenant to inspect the same for the purposes of examining or inspecting the same, showing the same to prospective purchasers or tenants, to enforce and carry out any provision of this Lease, and, without assuming responsibility to do so, for making such repairs, alterations or improvements to the Premises to enforce or carry out a provision of this Lease. In the event of an emergency endangering life or property, Landlord shall have the right to enter the Premises without prior notice and will utilize the access cards provided by Tenant to Landlord. If Landlord accesses the Premises via an access card without a Tenant representative present, Landlord shall immediately provide Tenant with notice of the access, which shall include the reason for such access and the names of the individuals who accessed the Premises.

6.04 Reservation of Rights by Landlord. Unless expressly waived in writing, Landlord shall have the following rights, exercisable without notice, without any liability to Tenant for damage or injury to person, property or business without being deemed an eviction or disturbance in any manner of Tenant's use or possession of the Premises and without

relieving Tenant from its obligation to pay all rent, additional rent and other charges payable by Tenant hereunder when due or from any other obligation under this Lease:

- A. to install, affix and maintain any and all signs on the exterior and interior of the Building (excluding the interior of the Premises and that portion of the exterior occupied by Tenant);
- B. to change the arrangement and/or location of entrances, doors, corridors, elevators, stairs, toilets, or other public parts of the Building so long as access to and visibility of the Premises is not materially impaired;
- C. to prohibit the placing of vending or dispensing machines of any kind in or about the Premises;
- D. to take any and all reasonable measures, including inspections, repairs, alterations, decoration, additions, and improvements to the Premises or to the Building, as may be necessary or desirable in the operation thereof or for the safety, protection or preservation thereof or of Landlord's interest therein;
- E. to install, operate and maintain a Building security system which monitors, by closed circuit television or otherwise, all traffic entering and leaving the Building;
- F. to make any alterations, repairs, improvements or additions in or to the Building, the fixtures and equipment thereof (other than Tenant's trade fixtures and equipment) including but not limited to mechanical, electrical, plumbing, heating, ventilating and air conditioning equipment, the street entrances, doors, windows, halls, corridors, passages, elevators, stairways or other facilities which Landlord may deem necessary or desirable so long as such alterations, repairs, improvements or additions do not materially affect Tenant's use of or access to or visibility of the Premises and so long as such alterations, repairs, improvements or additions do not materially affect the mechanical systems serving the Premises; and
- G. to enter the Premises with forty-eight (48) hours prior notice during Tenant's business hours, except in the case of emergency as provided for in Section 6.03, for making inspections, repairs, alterations, improvements or additions of or to the Building or the fixtures or equipment thereof, (2) to exhibit the Premises to others; and (3) for any purpose whatsoever related to the safety, protection, preservation or improvement of the Building, the Premises, or Landlord's interests therein.

The rights set forth in Sections 6.04(F) and 6.04(G) shall be exercised by Landlord in a prudent manner, with reasonable notice to Tenant except in emergencies as little interference as possible to Tenant's operation and without damage to Tenant's security system and equipment..

6.05 Compliance with Laws. Tenant shall comply with all laws, statutes, ordinances, rules, regulations, and orders of any federal, state, or municipal government or other authority having jurisdiction over and relating to the use and occupancy of the Premises, except that Tenant shall not be responsible for or required to make structural repairs to the Building or the Premises unless they are occasioned by its own negligence.

6.06 Environmental Compliance. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises other than quantities of such hazardous material customarily used in the operation of Tenant's business and then only in accordance with all environmental laws. Tenant shall not, in violation of applicable law, discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by Landlord or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect (1) the health, welfare or safety of persons, whether located on the Premises or elsewhere, or (2) the condition, use or enjoyment of the Building or any other real or personal property.

6.07 Compliance with Building Rules and Regulations. Rules and Regulations governing the use and occupancy of the Building have been adopted by Landlord for the mutual benefit and protection of all the tenants in the Building. Tenant shall comply with and conform to the rules and regulations currently in effect, which are set forth on a schedule attached hereto, made a part hereof and marked **ATTACHMENT 3**. Landlord shall have the right to amend such rules and regulations or to make new rules and regulations from time to time in any manner that it deems necessary or desirable in order to insure the safety, care and cleanliness of the Building and the preservation of order therein, Any such amendments to the rules and regulations shall be set forth in writing and shall be given to Tenant, who shall thereafter comply with and conform to the same. All such rules and regulations shall be applied and enforced uniformly as to all tenants in the Building and shall not diminish Tenant's rights under this Lease.

ARTICLE VII -- UTILITIES AND OTHER BUILDING SERVICES

7.01 Utilities and Services to be Provided. Landlord shall furnish only the following utilities and services:

- A. **ELECTRICITY.** Landlord shall be solely responsible for the electric to the Premises and the Building.
- B. **WATER.** INTENTIONALLY DELETED
- C. **WASHING OF WINDOWS.** Tenant shall be solely responsible for window cleaning of the Premises.
- D. **REPAIR AND MAINTENANCE.** Tenant is solely responsible for custodial services and other routine upkeep of the Premises. Tenant shall maintain and clean the Premises consistent with Landlord's reasonable expectations and consistent with the remainder of the Building. Other repair and maintenance responsibilities are to the extent specified elsewhere in this

Lease.

- E. HVAC. Landlord shall be solely responsible for providing HVAC utility services to the Premises and the Building.
- F. PHONE AND DATA LINES. Tenant shall be solely responsible for the telephone, video surveillance and internet service within the Premises.

7.02 Tenant's Services Responsibilities. Tenant shall be responsible for the cost of servicing the Premises and the cost of any pest control required for the Premises. Tenant shall be responsible for obtaining, at its sole cost, janitorial service and trash removal for the Premises. Should Tenant fail to reasonably maintain said services throughout the Term of the Lease and after written notice and a reasonable opportunity to cure within sixty (60) days of such notice or within a reasonable period if Tenant is taking steps to address the issue, Landlord has the right to obtain such services for the Premises and all costs and expenses associated shall be borne by Tenant, who shall be separately billed therefor and who shall reimburse Landlord monthly for the same as additional rent, at the first of each month.

7.03 Additional Services. If Tenant requests any other utilities or building services in addition to those identified above or any of the above utilities or building services in frequency, scope, quality or quantities greater than those which Landlord provides generally to the other tenants in the Building for general retail use, then Landlord shall use reasonable efforts to attempt to furnish Tenant with such additional utilities or building services. In the event Landlord is able to and does furnish such additional utilities or building services, all costs and expenses associated with the provision thereof shall be borne by Tenant, who shall reimburse Landlord monthly for the same as provided in Section 7.04.

If any lights, machines or equipment (including but not limited to, computers) used by Tenant in the Premises materially affect the temperature otherwise maintained by the Building's air conditioning system or generate substantially more heat in the Premises than that which would normally be generated by the lights and business machines typically used by other tenants in the Building for general retail use, then Landlord shall have the right to install or to require Tenant to install any machinery or equipment which Landlord considers reasonably necessary in order to restore the temperature balance between the Premises and the rest of the Building, including that which modified the building's air conditioning system. All costs and expenses incurred by Landlord to install any such machinery and equipment and any additional cost of operation and maintenance occasioned thereby shall be borne by Tenant, who shall reimburse Landlord for same as provided in Section 7.04.

7.04 Interruption of Services. Tenant understands and agrees that any one or more of the utilities or other building services identified in Section 7.01 may be interrupted by reason of accident, emergency, repairs, renewals, improvements, alterations, strikes, lockouts, inability of Landlord to procure such services or obtain fuel or supplies, or other causes beyond Landlord's reasonable control, or may be discontinued or diminished temporarily by Landlord or other persons until certain repairs, alterations or improvements

can be made; that Landlord does not represent or warrant the uninterrupted availability of such utilities or building services; and that any such interruption shall not be deemed an eviction or disturbance of Tenant's right to possession, occupancy and use of the Premises or any part thereof, or render Landlord liable to Tenant for damages by abatement of rent or otherwise, or relieve Tenant from the obligation to perform its covenants under this Lease except if such interruption is caused by Landlord or its negligence in maintaining the Building.

7.05 Payment for Utilities and Building Services. The cost of all additional utilities or other building services furnished by Landlord at the request of Tenant or as a result of Tenant's activities as provided in Section 7.02 shall be borne by Tenant, who shall be separately billed therefor and who shall reimburse Landlord monthly for the same as additional rent, at the same time the monthly installment of Base Rent and other additional rent is due. The cost of all other utilities and building services identified in Section 7.01 shall be borne by Landlord as part of Operating Expenses.

ARTICLE VIII -- REPAIRS, MAINTENANCE, ALTERATIONS, IMPROVEMENTS AND FIXTURES

8.01 Repair and Maintenance of Building. Landlord shall keep and maintain in good order, condition and repair, the roof, exterior and interior structural walls canopy gutters, downspouts, foundation, and the electrical and plumbing serving the Premises and other parts of the Building unless otherwise herein provided. Landlord shall also be responsible for any repairs to the exterior of the Building necessary to comply with all municipal, county, state and federal governmental laws, codes and ordinances. The cost of all such repairs shall be borne by Landlord except as set forth herein, or for those repairs made to any electrical HVAC and/or plumbing components which have been installed in the Premises pursuant to Section 7.02 or Section 7.03, and except for those repairs made necessary by the negligence, misuse or default of Tenant, its employees, agents, customers or invitees, in which event they shall be borne by Tenant, who shall be separately billed and shall reimburse Landlord for the same as additional rent.

8.02 Repair and Maintenance of Premises. Landlord shall only be responsible for interior repairs to the Premises necessitated by Landlord's failure to maintain the exterior of the Building. Tenant agrees that unless otherwise stipulated herein, Landlord shall not be required to make any improvements to or repairs of any kind or character to the Premises during the term of this Lease.

8.03 Alterations or Improvements. Tenant agrees not to permit the Premises to be used for any purpose other than that stated in Section 6.01 or make or allow to be made any alterations or physical additions in or to the Premises, or place signs on or in the Premises or the Building, without first obtaining the written consent of Landlord. All additions, decorations, fixtures (except Tenant's trade fixtures and signage), hardware, and all improvements, temporary or permanent in or upon the Premises, whether placed there by Tenant or by Landlord, shall, become Landlord's property and shall remain upon the Premises at the termination of this Lease by lapse of time, or otherwise, without compensation or allowance, or credit to Tenant. Notwithstanding the foregoing and except as otherwise provided herein, Tenant shall not be required to remove the initial

Tenant improvements approved in writing by the Landlord.

8.04 Trade Fixtures. Any trade fixtures installed on or in the Premises by Tenant, at its own expense, such as movable partitions, counters, shelving, bookcases, mirrors, and the like, may, and at the request of Landlord shall, be removed on the expiration or earlier termination of this Lease. Tenant's right to remove trade fixtures is subject to the condition that, at the time of removal that Tenant is not then in default, that Tenant bears the cost of such removal, and further that Tenant repairs at its own expense any and all damage to the Premises resulting from such removal. If Tenant fails to remove any and all such trade fixtures from the Premises on the Expiration Date or earlier termination of this Lease, all such trade fixtures shall become the property of Landlord unless Landlord elects to require their removal, in which case Tenant shall remove same, prior to the expiration of the Lease or within ten (10) days following the termination of the Lease by Landlord, at Tenant's expense and restore the Premises to their original condition.

8.05 Landlord's Improvements to the Building. Landlord may elect, during the term of this Lease, to install certain improvements and conduct certain renovations to the Building, including the Premises, including but not limited to the installation of new windows, and/or the modification of the electrical or plumbing systems. Tenant agrees that Landlord may conduct such improvements and to allow Landlord and Landlord's agents, employees, and contractors to have access to the Premises in conjunction therewith and for the purposes thereof. Landlord agrees to conduct such improvements and alterations in a reasonable manner, given their nature, and to take reasonable efforts not to cause unnecessary inconvenience to or interruption of Tenant's occupancy of the Premises. In no case shall such improvements or renovations materially interrupt access to or visibility of the Premises.

ARTICLE IX -- FIRE OR OTHER CASUALTY: CASUALTY INSURANCE

9.01 Damages from Certain Causes.

- A. The merchandise and other property of Tenant and its employees at the Premises may be subject to damage or loss by reason of many hazards, such as theft, fire, leakage, heater power failure, accidents, defects in plumbing, boiler or other explosions, and the bursting of pipes. Insurance is obtainable against most if not all of such hazards. Landlord shall not be liable for any damage to the Premises or to the fixtures or equipment of Tenant contained therein or any loss suffered by Tenant caused by fire or any such other hazards, excluding such damage or loss caused by the negligence or willful misconduct of Landlord, its employees, agents or subcontractors. Nothing in this paragraph shall limit the defenses that may be asserted by the Landlord or in any way limit the sovereign immunity of the Landlord.
- B. INTENTIONALLY DELETED.
- C. If the Premises or the area of the Building in which the Premises exist are partially destroyed in a manner that prevents the conduct of Tenant's

business within the Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, and if the cost of repair is less than \$100,000, Landlord shall repair the Premises and lease payments shall abate during the period of repair. However, if the damages are not repairable within sixty (60) days, or if the cost of repair is \$100,000 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the Premises of which the Demised Premises is a part is condemned, this Lease shall terminate upon twenty (20) days after receipt of written notice of such event or condition by either party.

9.02 Casualty Insurance. Tenant shall carry and cause its contractors to carry Liability Insurance with a limit of at least \$5,000,000 (combined single limit for bodily injury and property damage) which limit is subject to increase each three years, on Landlord's reasonable request. The insurer must be licensed in the state in which the Premises is located, give Landlord prompt notice of cancellation or reduction in coverage, and furnish Landlord certificates of coverage as required in Article 10. Under the Liability Insurance policy, the inclusion of additional insureds must not affect coverage for the named insured for claims made regarding this Lease against it by for the named insured for claims made regarding this Lease against it by additional insureds where the claims would have been covered under the policy had the additional insured not been included. Tenant shall carry property insurance with respect to its furniture, fixtures and equipment providing "all risk" coverage. Tenant may use blanket policies.

9.03 Waiver of Subrogation. INTENTIONALLY DELETED.

9.04 Personal Property, Trade Fixtures and Additional Improvements. Notwithstanding any other provisions elsewhere in this Lease, Tenant shall bear the sole risk of any loss of or damage to (i) any of its property in the Building including, but not limited to, any furniture, machinery, equipment, goods, supplies or other personal property owned or leased by Tenant or any trade fixtures owned or leased by Tenant, or (ii) any tenant finish improvements or additional improvements which Tenant may construct on the Premises; and Landlord shall not be liable for any such loss or damage, regardless of cause, including, but not limited to, the negligence of Landlord, and its employees, agents, customers and invitees.

ARTICLE X -- GENERAL PUBLIC LIABILITY, INDEMNIFICATION AND INSURANCE

10.01 Tenant's Responsibility. Tenant shall assume the risk of, be responsible for, have the obligation to insure against, and indemnify Landlord and hold it harmless from any and all liability claims, demands, actions, damages, costs and expenses whatsoever, including attorney's fees, arising from or connected with any loss of or damage or injury to person (including death resulting therefrom) or property occurring in, on or about the Premises, regardless of cause, including but not limited to damage done or occasioned by or from any structural or other failure or collapse or the bursting or leaking in or of any plumbing, gas, water, steam or other pipes or conduits, water outlets, containers or fixtures, electrical wiring or equipment, or fixtures in, above, upon or about the Building

or the Premises, or caused or occasioned by wind, water, frost, snow or ice, heat or cold, dampness, or otherwise by the elements being upon or coming through the roof, windows, doors, skylight, parking, road and sidewalk areas, or otherwise in, upon or about the Building or the Premises, or caused by the negligent or willful acts or failures of other occupants or users of the Building or the owners, occupants or users of any adjoining, contiguous or nearby property, building, street, alley or sidewalk except for (a) any loss or damage from fire or other casualty as provided in Article IX, and (b) that was caused by the sole negligence of Landlord or its employees, agents, customers or invitees. provided that nothing herein shall diminish any defense of the Landlord or the shall limit the defenses that may be asserted by the Landlord or in any way limit the sovereign immunity of the Landlord. Notwithstanding any provision herein, Tenant shall bear the sole risk of any loss of or damage to its property as provided in Section 9.04.

10.02 Tenant's Insurance. Tenant, in order to enable it to meet its obligation to insure against the liabilities specified in this Lease, shall at all times during the term of this Lease carry, at its own expense, for the protection of Tenant and Landlord, as their interests may appear, one or more policies of general public liability and property damage insurance, issued by one or more insurance companies acceptable to Landlord, with the following minimum coverages:

- A. Worker's Compensation -- Minimum statutory amount
(Required if Tenant has employees)
- B. Comprehensive General Liability Insurance, -- Not less than \$5,000,000
including Bodily Injury, Personal Single Limit for Bodily Injury,
Injury, Contractual Liability, Personal Injury and Property
Broad Form Property Damage. Damage.
- C. All risk insurance, for the full cost of replacement of Tenant's property and,
at Tenant's option, leasehold improvements to the extent they exceed
Building standard finish.

Such insurance policy(ies) shall name Landlord as an additional insured. Tenant shall furnish Landlord with Certificates of Insurance evidencing such coverages within thirty (30) days of the Effective Date of this Lease and within thirty (30) days of any request made by Landlord.

ARTICLE XI -- EMINENT DOMAIN

INTENTIONALLY DELETED.

ARTICLE XII -- LIENS

12.01 Mechanic's or Other Liens. Neither Tenant or anyone claiming through Tenant shall have the right to file mechanics liens or any other kind of lien on the Demised

Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.

12.02 INTENTIONALLY DELETED.

ARTICLE XIII -- RENTAL, PERSONAL PROPERTY AND OTHER TAXES

The Landlord is a tax-exempt entity and Tenant is aware of any tax implications resulting from this Agreement. Tenant shall pay before delinquency any and all taxes, assessments, fees or charges, including any sales, gross income, rental, business occupation or other taxes, levied or imposed upon Tenant's business operations in the Premises and any personal property or similar taxes levied or imposed upon Tenant's trade fixtures, leasehold improvements or personal property located within the Premises. In the event any such taxes, assessments, fees or charges are charged to the account of, or are levied or imposed upon the property of, Landlord, Tenant shall reimburse Landlord for the same as additional rent.

ARTICLE XIV -- ASSIGNMENT AND SUBLETTING

Tenant may not assign or sublet all or any part of the Premises. This prohibition of sublease or assignment does not apply for any assignment or transfer: (a) to any present or future subsidiary, affiliate, or parent of Tenant; or (b) to any successor in interest of the entire business or Tenant as a result of merger, consolidation, purchase, assignment, or operation of law. In no event will Tenant be required to obtain the consent of Landlord for any name change of Tenant. In such event as described in this paragraph, Tenant must notify Landlord of such change in a timely manner.

ARTICLE XV -- TRANSFERS BY LANDLORD

15.01 Sale and Conveyance of the Building. Landlord shall have the right to sell and convey its interest in the Building at any time during the term of this Lease, subject only to the rights of Tenant hereunder; and such sale and conveyance shall operate to release Landlord from liability hereunder after the date of such conveyance as provided in Section 16.04. In the event Landlord sells and conveys its interest in the Building, the terms and conditions of this Lease shall survive such sale and conveyance.

15.02 Subordination. INTENTIONALLY DELETED.

ARTICLE XVI -- DEFAULTS AND REMEDIES

16.01 Defaults by Tenant. The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant:

- A. Tenant shall fail to pay any installment of annual base rent, Additional Rent, or any other amount owed to Landlord within ten (10) days after the same shall be due and payable, and/or within five (5) business days after notice from Landlord.

- B. Tenant shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after notice thereof from Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such matter shall not constitute a default so long as Tenant commences to cure such default within said thirty (30) day period and thereafter diligently and continuously undertakes to complete the same and the condition is cured within ninety (90) days from the original occurrence thereof.
- C. [INTENTIONALLY DELETED]
- D. A trustee or receiver shall be appointed to take possession of substantially all of Tenant's assets in, on or about the Premises or of Tenant's interest in this Lease (and Tenant does not regain possession within sixty (60) days after such appointment); Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within sixty (60) days thereafter).
- E. A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant pursuant to any federal or state statute (and, with respect to any such petition filed against it, Tenant fails to secure a stay of discharge thereof within sixty (60) days after the filing of the same).

16.02 Remedies of Landlord. Upon the occurrence of any event of default set forth in Section 16.01 or upon Tenant's failure to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease, Landlord shall have the following rights and remedies, in addition to and not by way of limitation of those allowed by law, any one or more of which may be exercised by Landlord, in its absolute discretion, without further notice to or demand upon Tenant:

- A. Landlord may reenter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any costs and expenses which Landlord may incur to cure such default and Tenant shall promptly pay such expenses upon invoice by Landlord.
- B. (1) Landlord may terminate this Lease as of the date of such default, in which event: (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; (ii) Landlord may reenter the Premises by any means permitted by law, and may remove their property, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or
(2) Landlord may, without terminating this Lease, reenter the Premises

and re-let all or any part of the Premises for a term different from that which would otherwise have constituted the balance of the term of this Lease and for rent and on terms and conditions different from those contained herein, and Tenant shall be obligated to pay to Landlord the difference between the rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Premises, for the period which would otherwise have constituted the balance of the term of this Lease, together with all of Landlord's costs and expenses for preparing the Premises for repairs, tenant finish improvements, broker's and attorney's fees, and for all loss or damage which Landlord may sustain by reasons of such reentry or re-letting.

- C. Landlord may sue for injunctive relief or to recover damages for any loss resulting from the breach.

16.03 Default by Landlord and Remedies of Tenant. Landlord shall be in default of this Lease if Landlord fails to fulfill any Lease obligation or term by which Landlord is bound. If Landlord fails to cure any such obligation or term within thirty (30) days after receipt of written notice of such default from Tenant, then Tenant may perform the same for the account of and at the expense of Landlord, and Tenant shall have the right to offset such costs and expenses against rent; provided, however, that if the nature of the default is such that the same cannot be reasonably cured within such thirty (30) day period, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion.

16.04 Limitation of Landlord's Liability. INTENTIONALLY DELETED.

16.05 Non-Waiver of Defaults. The failure or delay by either party thereto to exercise or enforce at any time any of the rights, remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to exercise or enforce each and every such right, remedy or other provision. No waiver of any default and breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease. No act or omission by Landlord or its employees or agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless it is in writing and signed by Landlord.

16.06 INTENTIONALLY DELETED

16.07 Waiver of Trial by Jury. INTENTIONALLY DELETED

ARTICLE XVII – TENANT EMPLOYEES

Tenant agrees that it, its employees, agents and subcontractors and all persons about the Premises under its control, shall and will abide by all regulations promulgated for the operation of the Building by the governing body of the Landlord provided such rules and regulations and any amendments thereto are made available to Tenant at least seven (7) days in advance of the effective date of such rules and regulations and further provided that such rules and regulations do not conflict with any laws or regulations applicable to Tenant's business. Landlord agrees, to the best of Landlord's ability, to promptly notify Tenant at any time that rules or regulations are going to be enacted concerning the operation of the Building which could affect Tenant and further agrees to coordinate such rules and regulations with Tenant so that any special requirements of Tenant in the conduct of its business shall be taken into consideration prior to enactment by Landlord. Tenant's employees, while working at the Premises, shall be entitled to the nonexclusive use the restroom facilities and any break room in the Building provided by Landlord for the convenience of Landlord's employees.

ARTICLE XVIII – LANDLORD’S REPRESENTATIONS AND WARRANTIES

18.01 Landlord’s Representations and Warranties. Landlord makes the follow representations and warranties:

- A. Landlord owns and holds fee title in and to the Building and Premises enabling Landlord to enter into an enforceable lease with Tenant on the terms and conditions contained herein (no additional signatories or consents are required to make the Lease binding and fully enforceable), and Landlord will defend the title against any claim against the title or description of the Premises;
- B. there are no impending condemnation plans, proposed tax assessments or other adverse conditions relating to the Building;
- B. there are no other agreements, encumbrances, liens, covenants or other documents in effect that would limit Tenant’s rights under the Lease or increase its obligations thereunder and Landlord will not enter into any such agreements that do so;
- D. the Premises is free and clear of all tenancies, whether oral or written, and Tenant shall have sole and actual possession and control of the Premises from and after the Delivery Date;
- E. there are no claims, causes of action or other litigation or proceedings pending or, to the best of Landlord's knowledge, threatened with respect to the ownership, operation or environmental condition of the Premises or any part of it; and
- F. Landlord is not aware of any disputes with neighboring property owners or tenants regarding any aspect of the Premises.

18.02 Indemnification. INTENTIONALLY DELETED.

ARTICLE XIX – NOTICE AND PLACE OF PAYMENT

19.01 Notices. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or mailed by certified mail, return receipt, postage prepaid, with a copy transmitted by electronic mail to the party and/or the party representative who is to receive such notice at the address specified in Section 1.02(K). When so mailed, the notice shall be deemed to have been given as of the date it was mailed. The address of a party specified in Section 1.02(K) may be changed by giving written notice thereof to the other party.

19.02 Place of Payment. All rent and other payments required to be made by Tenant to Landlord shall be delivered or mailed to Landlord's management agent at the address specified in Section 1.02(K) or at any other address Landlord may specify from time to time by written notice given to Tenant.

ARTICLE XX -- MISCELLANEOUS GENERAL PROVISIONS

20.01 Definition of Rent. Any amounts of money to be paid by Tenant to Landlord pursuant to the provisions of this Lease, whether or not such payments are denominated "rent" or "additional rent" and whether or not they are to be periodic or recurring, shall be deemed "rent" or "additional rent" for purposes of this Lease; and any failure to pay any of the same as provided in Section 16.01 hereof shall entitle Landlord to exercise all of the rights and remedies afforded hereby and by law for the collection and enforcement of Tenant's obligation to pay rent. Tenant's obligation to pay any such rent or additional rent pursuant to the provisions of this Lease shall survive the expiration or other termination of this Lease and the surrender of possession of the Premises after any hold over period.

20.02 Tax Clause. Tenant shall pay prior to delinquency all taxes assessed against or levied upon its occupancy of the Premises, or upon the fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises, if nonpayment thereof shall give rise to a lien on the real estate, and when possible Tenant shall cause said fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the property of Landlord. In the event any or all of Tenant's fixtures, furnishings, equipment, and other personal property, or upon Tenant's occupancy of the Premises shall be assessed and taxed with the property of Landlord, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's fixtures, furnishings, equipment, or personal property.

20.03 Consents and Approvals. Whenever in this Lease Tenant is entitled to exercise some right or option with the prior written consent or approval of Landlord, such consent or approval shall not be unreasonably withheld.

20.04 Estoppel Certificate. Tenant shall, within ten (10) business days following receipt of a written request from Landlord, execute, acknowledge and deliver to Landlord or to any lender or purchaser or prospective lender or purchaser designated by Landlord a written statement certifying (i) that Lease is in full force and effect and unmodified (or, if

modified, stating the nature of such modification), (ii) the date to which rent has been paid, and (iii) that there are not, to Tenant's knowledge, any existing defaults (or specifying such defaults if any are claimed) so long as such statements are correct. Tenant's failure to deliver such statement within such period shall be conclusive upon Tenant that this Lease is in full force and effect and unmodified, and that there are not existing defaults on the part of Landlord hereunder. Tenant's failure to deliver such statement within such period shall also constitute a default under this Lease and Landlord shall be entitled to its remedies as set forth in Section 16.02.

20.05 Recording of Memorandum of Lease. If requested by either party, a Memorandum of Lease, containing the information required by law concerning this Lease shall be prepared, promptly executed by both parties and filed for record. The costs associated with the foregoing shall be paid by the party requesting the preparation and filing of the Memorandum of Lease.

20.06 Payment of and Indemnification for Leasing Commissions. Each party hereby acknowledges, represents and warrants to the other party that there are no real estate broker or brokers involved in the negotiation and execution of this Lease; that no real estate broker commission is owed; that no other broker or person is entitled to any leasing commission or other compensation as a result of the negotiation or execution of this Lease.

20.07 Governing Law. This Lease is being executed and delivered by Landlord in the Commonwealth of Pennsylvania and shall be governed, construed and enforced in accordance with the law of that state.

20.08 Complete Agreement; Amendments. This Lease, including all Exhibits, Riders and Addenda, constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understandings shall vary its terms; and it may not be amended except by a written instrument executed by both parties hereto.

20.09 Successors and Assigns and Survival of Obligations. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; except as otherwise provided in Section 16.04 and elsewhere in this Lease. Any obligations of Tenant hereunder which have not been satisfied or fully performed upon the expiration or termination of this Lease shall survive such expiration or termination.

20.10 Severability of Invalid Provisions. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

20.11 Definition of the Relationship between the Parties. Landlord shall not, by virtue of the execution of this Lease or the leasing of the Premises to Tenant, become or be deemed a partner of or joint venturer with Tenant in the conduct of Tenant's business on the Premises or otherwise.

20.12 Certain Words, Gender and Headings. As used in this Lease, the word "person" shall mean and include, where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular and the singular for the plural, where appropriate; and words on any gender shall include any other gender. The topical headings of the several paragraphs of this Lease are inserted only as a matter of convenience and reference, and do not affect, define, limit or describe the scope or intent of this Lease.

20.13 Quiet Enjoyment. Except as provided in Article XVII, hereof to the extent that it may be applicable, if and so long as Tenant pays the prescribed rent and performs or observes all to the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises without any interference from Landlord or any person or persons claiming the Premises by, through or under Landlord, subject to any underlying leases or other matters of record to which this Lease is or may become subject.

20.14 Authorized Signatory. If Tenant signs as a corporation, each person executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, that Tenant has and is qualified to do business in Pennsylvania, that the corporation has full right and authority to enter into this Lease, that each person executing this Lease on behalf of the corporation is authorized to do so and that such execution is fully binding on the corporation.

20.15 Joint and Several Liability. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.

20.16 Competing Use. During the Term of the Lease, Landlord shall not hereafter lease any space on the Slippery Rock University Campus to a tenant whose primary business is a retail or digital bank (a "Competing Use").

20.17 Exclusive Violation. [INTENTIONALLY DELETED.]

20.18 Tenant's Right to Terminate. If the payment of Reduced Rent continues for twelve (12) months, then Tenant shall have the right, in addition to its other remedies available at law or in equity, to terminate this Lease at any time thereafter prior to cure. Upon any termination provided in this Section 20.18, all rent and other charges payable by Tenant hereunder shall be prorated through such date of termination.

ARTICLE XXI -- ADDITIONAL PROVISIONS

Additional provisions of this Lease, if any, are set forth in an Exhibit to this Lease which is attached hereto and made a part hereof. Such additional provisions are as follows:

ATTACHMENT 1 PREMISES

ATTACHMENT 2 TURNOVER CONDITION

ATTACHMENT 3 BUILDING RULES AND REGULATIONS

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

WITNESSES:

Justin Kurth

Justin Kurth

TENANT: FIRST NATIONAL BANK OF PENNSYLVANIA

By: *William J Sprinzl Jr*

William Sprinzl

Print Name

WITNESSES:

John Simon

Digitally signed by John Simon
Date: 2022.03.21 15:01:36
-04'00'

LANDLORD: SLIPPERY ROCK

UNIVERSITY
Carrie J.

By:

Birckbichler

Digitally signed by Carrie J.
Birckbichler
Date: 2022.03.21 14:45:49 -04'00'

Approved as to Form and Legality:



Digitally signed by
Laura J. Neal
Date: 2022.03.22
12:44:06 -04'00'

University Legal Counsel Date



Digitally signed by David E. Stover,
Senior Deputy Attorney General
Date: 2022.04.07 09:02:05 -04'00'

Office of Attorney General Date

ATTACHMENT 1
Premises



Robert M Smith Student Center • 107 Central Loop • Slippery Rock • PA • 16057 • Butler County

PROJECT DIRECTORY

OWNER
 INSTITUTIONAL BANK OF PENNSYLVANIA
 1000 PENNSYLVANIA BLVD
 PITTSBURGH, PA 15222
 PH: 412-391-3400
 FAX: 412-391-3400

GENERAL CONTRACTOR
 STEELERS, LLC
 1000 PENNSYLVANIA BLVD
 PITTSBURGH, PA 15222
 PH: 412-391-3400
 FAX: 412-391-3400

ARCHITECT
 STEELERS, LLC
 1000 PENNSYLVANIA BLVD
 PITTSBURGH, PA 15222
 PH: 412-391-3400
 FAX: 412-391-3400

SCOPE OF WORK

THE WORK CONSISTS OF A THOROUGH PROJECT REVIEW OF THE BUILDING, WHICH INCLUDES ALL MECHANICAL AND ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL MECHANICAL AND ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL MECHANICAL AND ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL MECHANICAL AND ELECTRICAL SYSTEMS.

BANK EQUIPMENT NOTES
 NOTE: CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING ITEMS AND EQUIPMENT TO BE INSTALLED AND WIRING TO BE COMPLETED BY THE CONTRACTOR.
 1. ALL ELECTRICAL AND MECHANICAL EQUIPMENT SHALL BE INSTALLED AND WIRING TO BE COMPLETED BY THE CONTRACTOR.
 2. WIRING AND CONNECTIONS TO ALL EQUIPMENT SHALL BE INSTALLED AND WIRING TO BE COMPLETED BY THE CONTRACTOR.

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES AND REGULATIONS.
2. ALL ELECTRICAL AND MECHANICAL SYSTEMS SHALL BE INSTALLED AND WIRING TO BE COMPLETED BY THE CONTRACTOR.
3. STRUCTURAL WORK SHALL BE COMPLETED BY THE CONTRACTOR.
4. ALL MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED AND WIRING TO BE COMPLETED BY THE CONTRACTOR.
5. ALL MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED AND WIRING TO BE COMPLETED BY THE CONTRACTOR.
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9. ALL MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED AND WIRING TO BE COMPLETED BY THE CONTRACTOR.
10. ALL MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED AND WIRING TO BE COMPLETED BY THE CONTRACTOR.

PERMIT AND UTILITY DATA

SECURITY SYSTEM NOTES
 1. THE LOCATION AND EXTENT OF ALL SECURITY SYSTEMS SHALL BE AS SHOWN ON THE DRAWINGS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL SECURITY SYSTEMS.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL SECURITY SYSTEMS.

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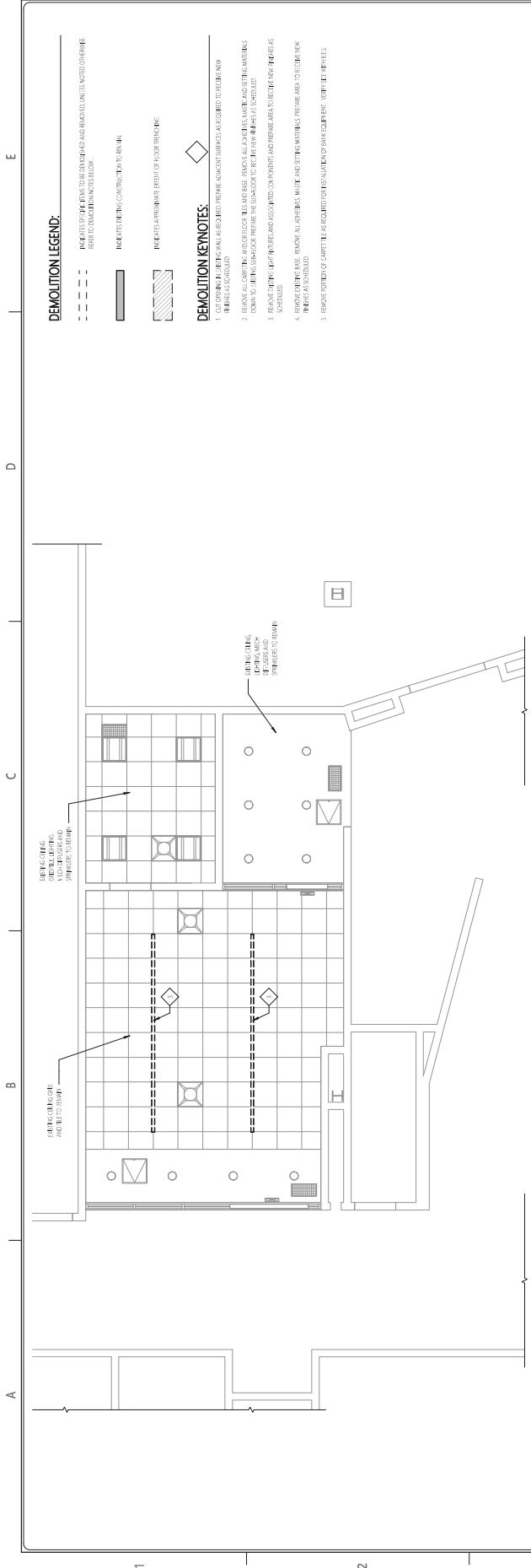


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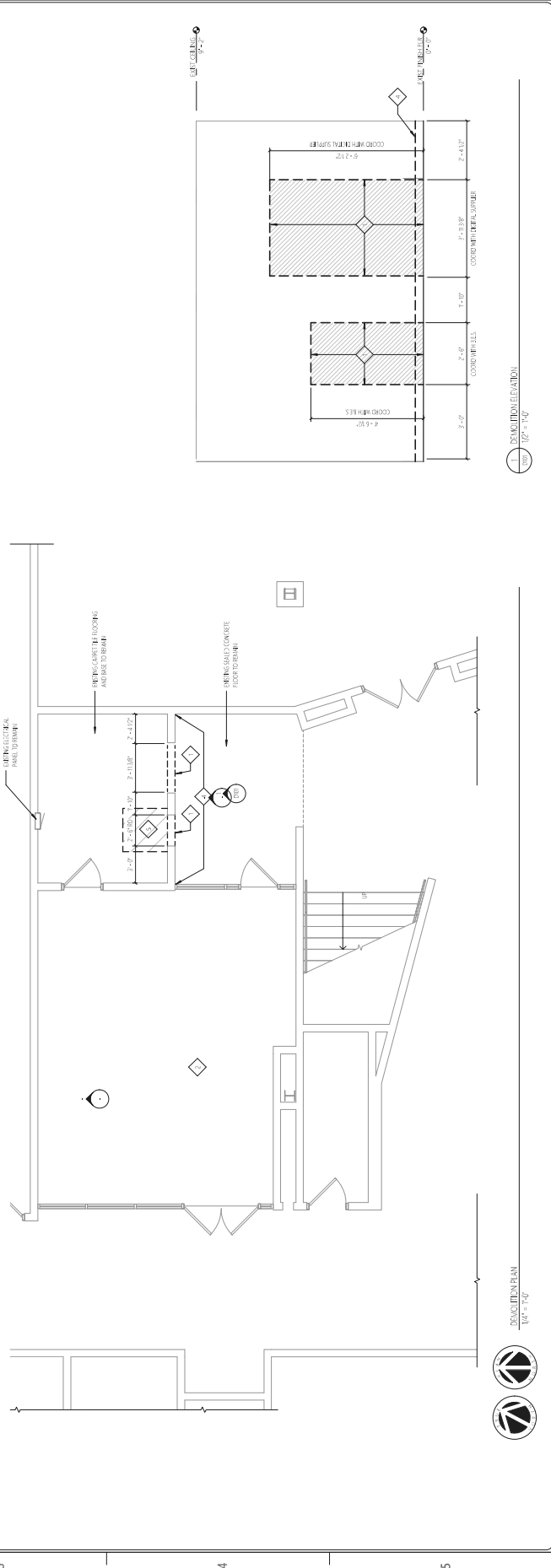
DEMOLITION PLANS
 TITLE
 Digital Branch - 107
 107 Central Loop • Shrewsbury • PA • 19057 • Berks County
 Digital Branch - 107
 107 Central Loop • Shrewsbury • PA • 19057 • Berks County

Revision Number	Date	By	Project

SD Project No.: 227189
 PMC Project No.: 227189
 Drawn By: JWP
 Date: 02-09-2021
D101
 © 2021 Shrewsbury Berks County



DEMOLITION SELECTED CEILING PLAN
 1/4" = 1'-0"



DEMOLITION ELEVATION
 1/4" = 1'-0"

- DEMOLITION LEGEND:**
- REMOVING EXISTING CEILING AND SPRINKLER SYSTEMS TO RAMP
 - ▨ REMOVING EXISTING CEILING AND SPRINKLER SYSTEMS TO RAMP
 - ◆ REMOVING EXISTING CEILING AND SPRINKLER SYSTEMS TO RAMP
- DEMOLITION KEYNOTES:**
1. REMOVE EXISTING CEILING AND SPRINKLER SYSTEMS TO RAMP
 2. REMOVE EXISTING CEILING AND SPRINKLER SYSTEMS TO RAMP
 3. REMOVE EXISTING CEILING AND SPRINKLER SYSTEMS TO RAMP
 4. REMOVE EXISTING CEILING AND SPRINKLER SYSTEMS TO RAMP
 5. REMOVE EXISTING CEILING AND SPRINKLER SYSTEMS TO RAMP

DEMOLITION ELEVATION
 1/4" = 1'-0"



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Digital Student Center
 107 Central Loop • Spring City • PA • 19057 • Lehigh County

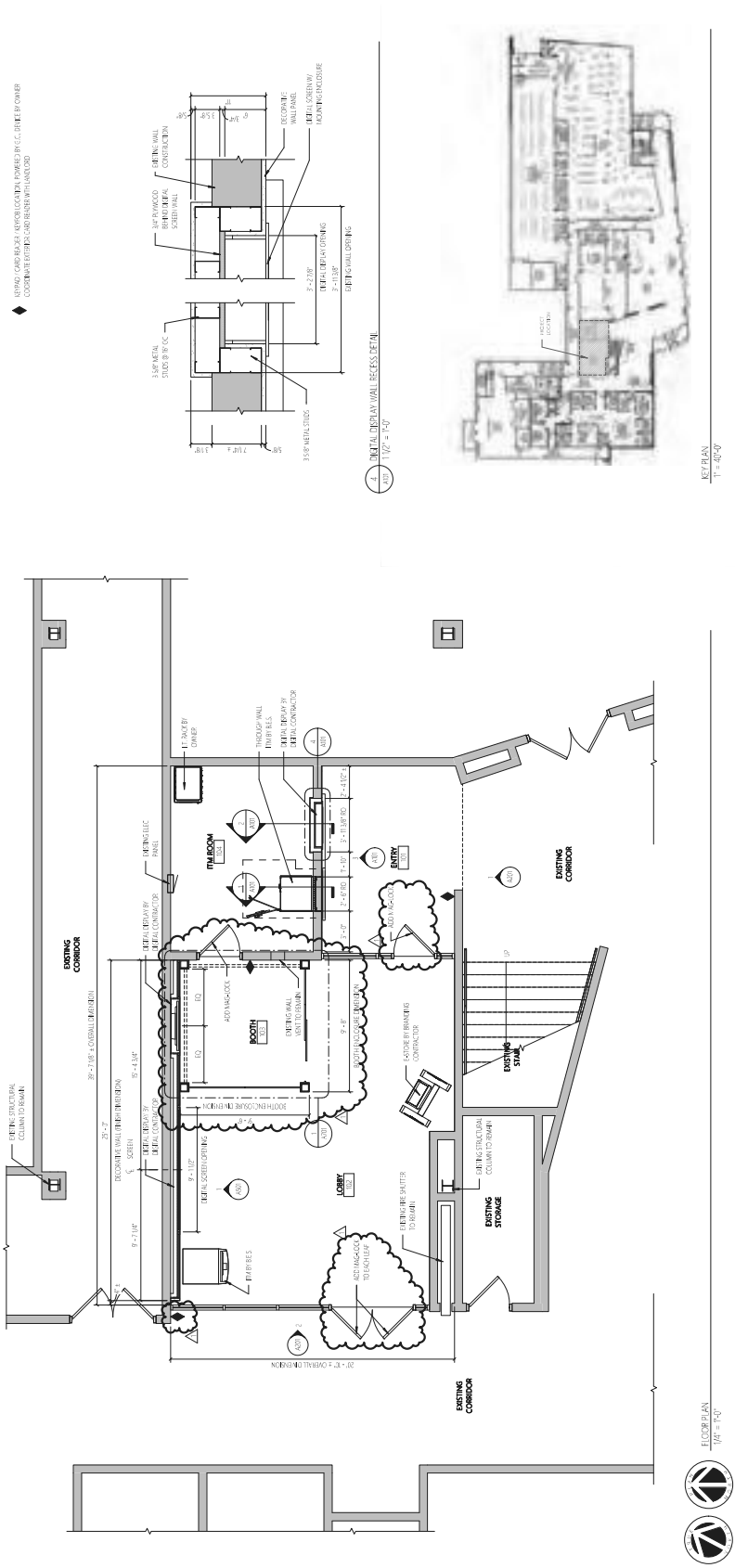
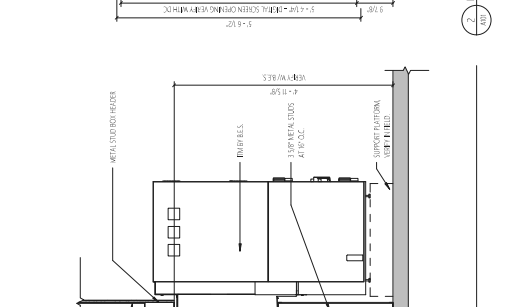
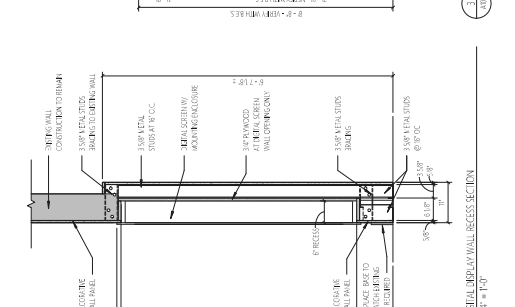
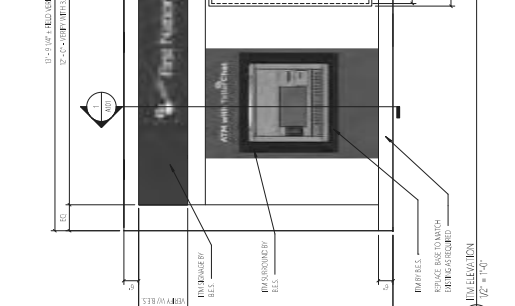
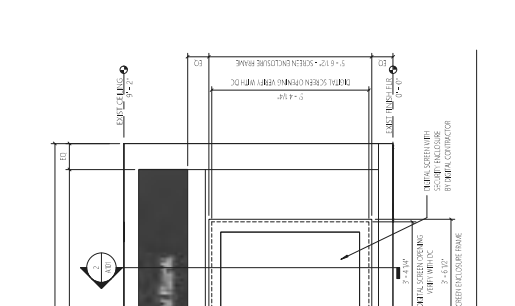
FLOOR PLAN

Revision	Date	By	Project
1	12-27-2021	JWP	51C

SD Project No.:	527889
PWC Project No.:	227889
Drawn by:	JWP
Date:	12-27-2021

A101
 Scale: 1/8" = 1'-0"

- GENERAL NOTES**
1. DO NOT SCALE DIMENSIONS.
 2. FLOOR FINISHES - ALL WALLS ARE TO BE FINISHED TO MATCH EXISTING CONDITIONS.
 3. FLOOR FINISHES - ALL WALLS ARE TO BE FINISHED TO MATCH EXISTING CONDITIONS.
 4. FLOOR FINISHES - ALL WALLS ARE TO BE FINISHED TO MATCH EXISTING CONDITIONS.
 5. FLOOR FINISHES - ALL WALLS ARE TO BE FINISHED TO MATCH EXISTING CONDITIONS.
 6. FLOOR FINISHES - ALL WALLS ARE TO BE FINISHED TO MATCH EXISTING CONDITIONS.
 7. CONTRACTOR SHALL PROVIDE PROTECTIVE BOARDING FOR ALL WALLS TO BE REFINISHED.
 8. CONTRACTOR SHALL PROVIDE PROTECTIVE BOARDING FOR ALL WALLS TO BE REFINISHED.
 9. CONTRACTOR SHALL PROVIDE PROTECTIVE BOARDING FOR ALL WALLS TO BE REFINISHED.
 10. CONTRACTOR SHALL PROVIDE PROTECTIVE BOARDING FOR ALL WALLS TO BE REFINISHED.
 11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC).
 12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC).
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FLOOR PLAN
 1/4" = 1'-0"

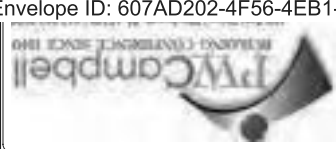
SECTION 1
 1/4" = 1'-0"

SECTION 2
 3/4" = 1'-0"

SECTION 3
 1/2" = 1'-0"

SECTION 4
 1/4" = 1'-0"

SECTION 5
 1/4" = 1'-0"



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FINISH PLAN
 Title: Digital Bank Branch - Steeple Rock - PA - 10057 - Galleh County
 Date: 12-27-2021
 Project Number: 227189
 Drawn by: JWP
 Date: 12-27-2021

Revision Number	Date	Project	Scale
1	12-27-2021	227189	5/8"

A B C D E

ROOM FINISH SCHEDULE

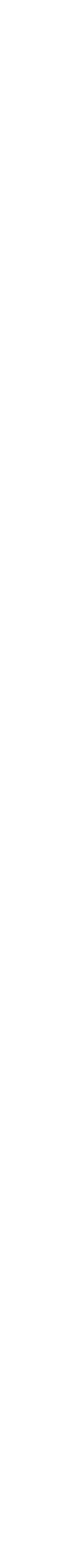
ROOM #	SPACE	FLOOR FIN.	BASE FIN.	WALL FIN.	CEILING FIN.	TR.	FR.	FINISH
01	LOBBY	01	01	01	01	01	01	SEE FINISH SCHEDULE FOR DETAILS
02	RECEPTION	02	02	02	02	02	02	SEE FINISH SCHEDULE FOR DETAILS
03	CONFERENCE	03	03	03	03	03	03	SEE FINISH SCHEDULE FOR DETAILS
04	TRAINING	04	04	04	04	04	04	SEE FINISH SCHEDULE FOR DETAILS
05	OFFICE	05	05	05	05	05	05	SEE FINISH SCHEDULE FOR DETAILS
06	STORAGE	06	06	06	06	06	06	SEE FINISH SCHEDULE FOR DETAILS

FINISH SCHEDULE NOTES:

1. FINISH SCHEDULES TO BE USED IN ALL ROOMS UNLESS OTHERWISE NOTED.
2. ALL FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
3. ALL FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
4. FINISHES TO BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
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7. FINISHES TO BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
8. FINISHES TO BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.

FIRST NATIONAL BANK - INTERIOR MATERIALS CHART

CODE	MANUFACTURER	SPEC	COLOR	FINISH	CONTACT INFORMATION	REMARKS
P-1	TRUSSARDI	TRUSSARDI	TRUSSARDI	TRUSSARDI	TRUSSARDI	TRUSSARDI
G-1	GRANITE	GRANITE	GRANITE	GRANITE	GRANITE	GRANITE
B-1	BRICK	BRICK	BRICK	BRICK	BRICK	BRICK
W-1	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD
P-2	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-3	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-4	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-5	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-6	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-7	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-8	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-9	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-10	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-11	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-12	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-13	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-14	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-15	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-16	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-17	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-18	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-19	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
P-20	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT



FLOOR PATTERNS



FINISH LEGEND:

- 01 POLYURETHANE
- 02 POLYURETHANE
- 03 POLYURETHANE
- 04 POLYURETHANE
- 05 POLYURETHANE
- 06 POLYURETHANE
- 07 POLYURETHANE
- 08 POLYURETHANE
- 09 POLYURETHANE
- 10 POLYURETHANE
- 11 POLYURETHANE
- 12 POLYURETHANE
- 13 POLYURETHANE
- 14 POLYURETHANE
- 15 POLYURETHANE
- 16 POLYURETHANE
- 17 POLYURETHANE
- 18 POLYURETHANE
- 19 POLYURETHANE
- 20 POLYURETHANE

FINISH NOTE:

1. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
2. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
3. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
4. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
5. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
6. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
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11. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
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13. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
14. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
15. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
16. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
17. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
18. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
19. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
20. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.

FLOOR TRANSITION DETAIL



1-1

1'-0" / 300



Simon Design
 Architecture, Planning
 & Interior Design
 108 Zebra Drive
 Pittsburgh, PA
 15238
 TEL: (412) 697-2696
 FAX: (412) 697-4138

PROPOSED FURNITURE PLAN

TITLE
 Digital Branch Renovation • Steppary Block • PA • 10057 • Butler County
 107 Central Loop • Robert M. Smith Student Center

Revision Number	Date	By	Project
1	12-27-2021	AJP	51C

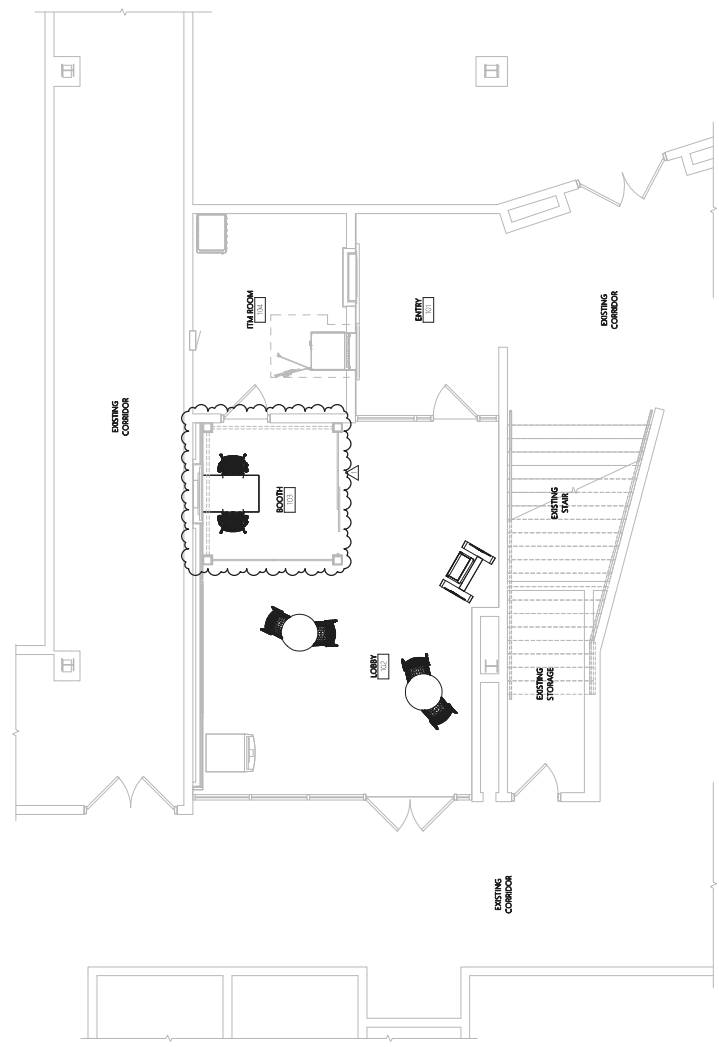
SD Project No.: 527189
 PMC Project No.: 237189
 Drawn by: AJP
 Date: 12-27-2021

A151

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A B C D E

FURNITURE NOTE:
 VERIFY ALL SPECIFICATIONS BEFORE
 ORDERING AND SELECTING FINISHES.
 ALL DIMENSIONS ARE IN FEET AND INCHES.
 ALL DIMENSIONS ARE TO FACE UNLESS
 OTHERWISE NOTED.



PROPOSED FURNITURE PLAN
 1/4" = 1'-0"



FOR REFERENCE ONLY



108 Zebra Drive
Pittsburgh, PA 15238
Tel: (412) 697-6696
Fax: (412) 697-4138
Architectural Planning
& Interior Design
Simpson Design

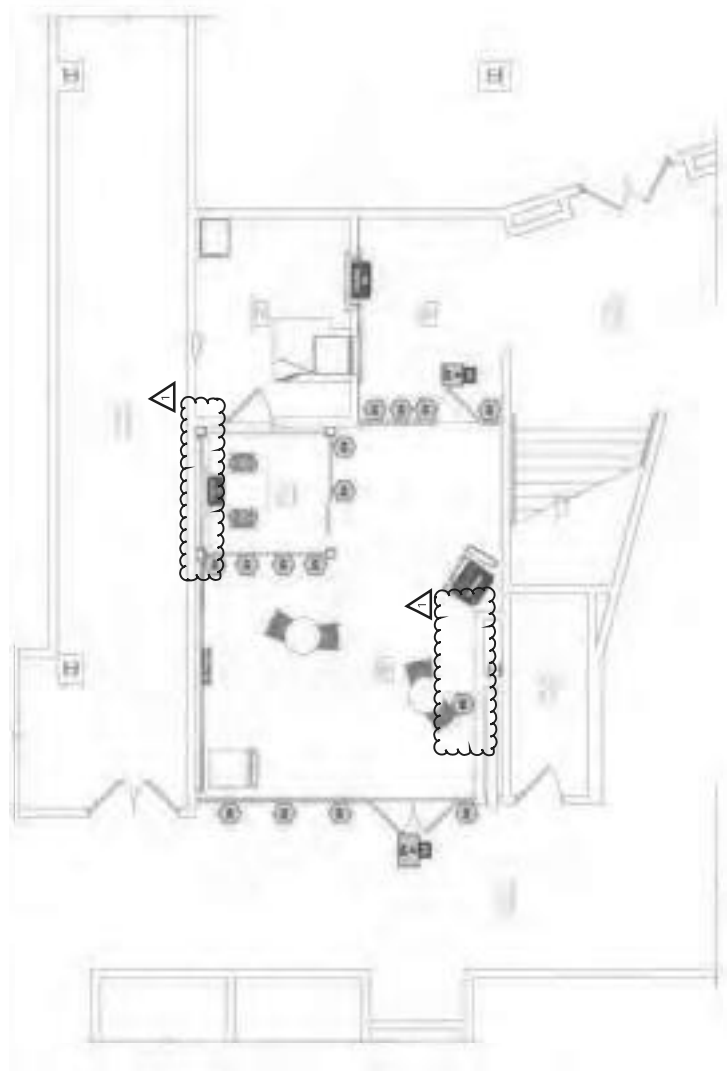
107 Central Loop • Steeple Rock • PA • 16057 • Butler County
Digital Brand Focus • Robert M Smith Student Center
FIRST NATIONAL BANK
RETAIL BRANDING PLAN

Revision Number	Date	By	Project
1	12-21-2021	TMG	5/C

SI Project No.: 527189
PMC Project No.: 237189
Drawn by: JWP
Date: 12-16-2021
A161
© 2021 Simpson Design

A B C D E

Qty.	Product Description
14	Environmental Enhancements
1	Safety Vinyl
1	Poster Frame, 44x28
2	LED Ribbon
1	Insert Sign Holder, 8.5x11
1	6000s
1	Digital Monitor, 60" With Display Security Case
1	47" Display HDMI Input Table Under Table
1	Interior Signage/Information Displays
1	Door Vinyl For Single Door
1	Door Vinyl For Double Doors
2	Custom Acrylic Logo



1/4" = 1'-0"
RIBBON PLAN



108 Zebra Drive
Pittsburgh, PA
15238
Architectural Planning
& Interior Design
TEL: (412) 967-6696
FAX: (412) 967-4138

SIGNAGE ELEVATION
TITLE
Digital Branch Renovation • Steppes Rock • PA • 10057 • Butler County
107 Central Loop

Revision	Date	By	Project

SI Project No.: 527189
PWC Project No.: 237189
Drawn by: JWP
Date: 12-16-2017
A201
© 2017 PWC & Associates, LLC

A B C D E



WEST ENTRANCE ELEVATION
NCS



SOUTH ENTRANCE ELEVATION
NCS



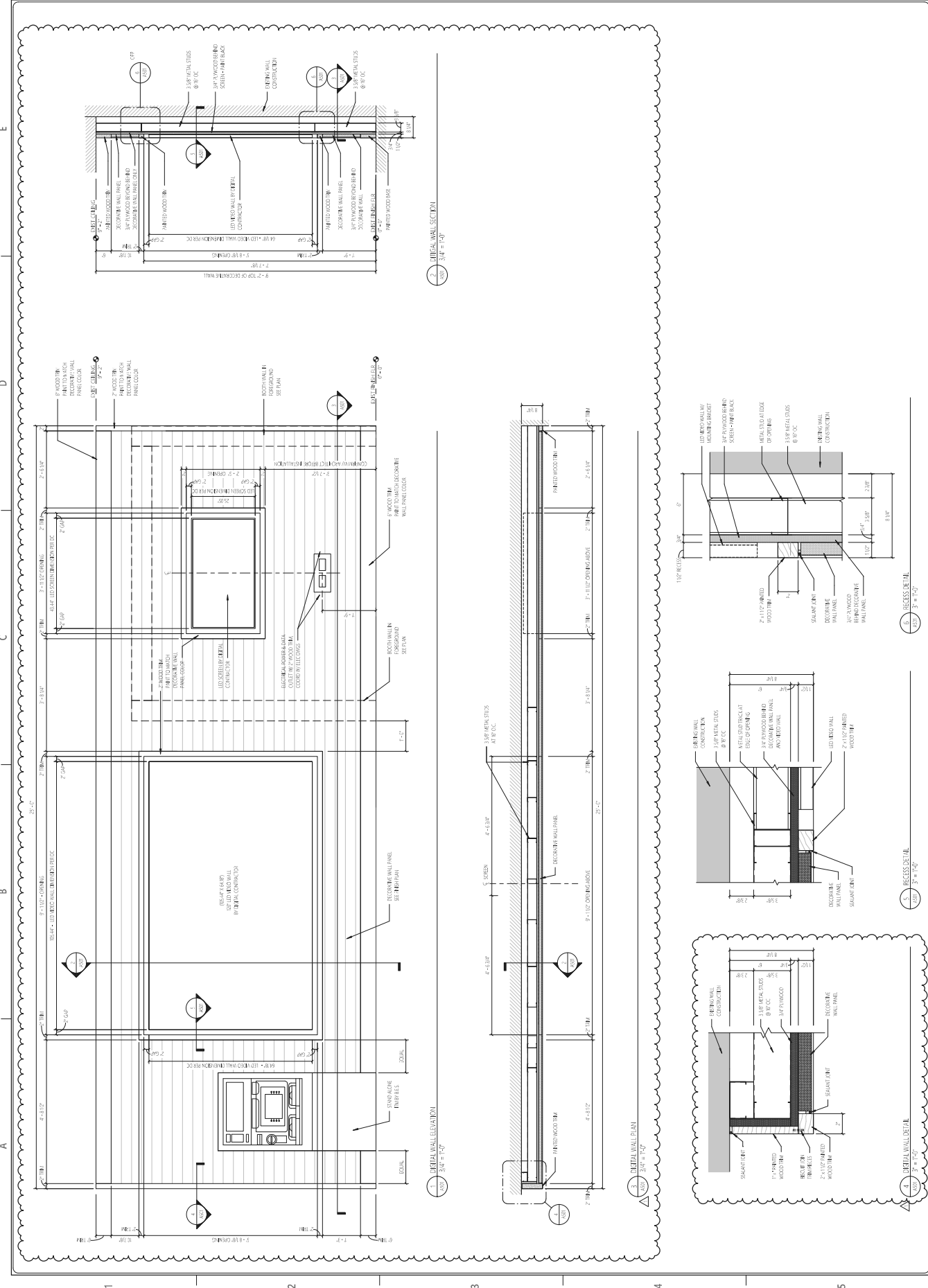
Studio 109
 108 Zena Drive
 Philadelphia, PA 19128
 TEL: (412) 967-2696
 FAX: (412) 967-4138
 Architecture, Planning
 & Interior Design

Digital Wall Details
 107 Central Loop • Steeple Rock • PA • 16057 • Blair County
 Digital Brands, Inc. • Robert M. Smith Student Center

Revision	Date	By	Project	Title
1	12-27-2021	ATF	51C	

SD Project No.: 227789
 PMC Project No.: 22789
 Drawn by: JWP
 Date: 12-27-2021

A501
 Scale: 3/8" = 1'-0"





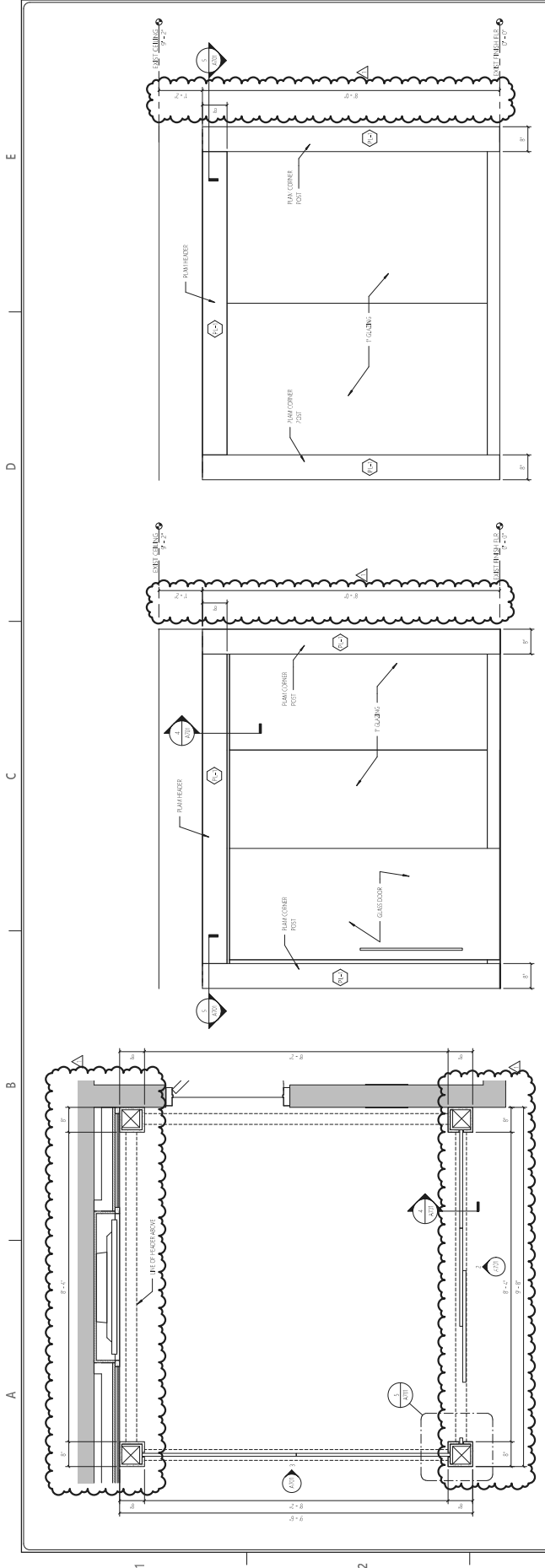
Studio 109
 109 Zebra Drive
 Philadelphia, PA 19128
 TEL: (412) 967-2696
 FAX: (412) 967-4838

First Philadelphia Architects
 107 Central Loop • Steeple Rock • PA • 19377 • Blair County
 TEL: (717) 251-1111

CASEWORK SECTIONS & DETAILS

Revision	Date	By	Project
1	12-27-2021	AFJ	51C

SD Project No.: 227789
 PMC Project No.: 22789
 Drawn by: JWP
 Date: 12-14-2021
A701

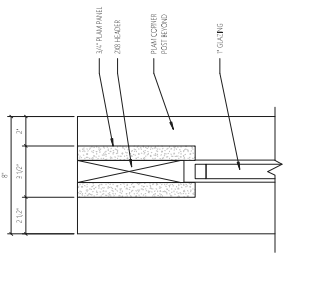
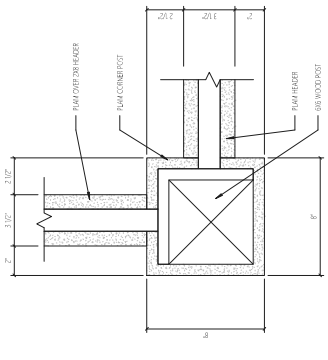


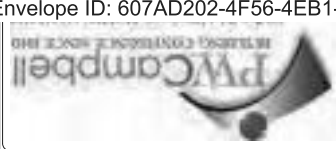
PLASTIC LAMINATE / SURFACE SCHEDULE

COLOR	MANUFACTURER	STYLE	COLOR	FINISH	REMARKS
W-1	WILSONART	WILSONART	WILSONART	WILSONART	WILSONART
W-2	WILSONART	WILSONART	WILSONART	WILSONART	WILSONART

CASEWORK HARDWARE FINISH

Color	Finish
W-1	WILSONART





ELECTRICAL PLANS

Project: Digital Branch Facility - Robert M. Smith Student Center
 Location: 701 Central Loop • Spring Rock • PA • 18057 • Summit County

Revision Number	Date	By	Project
1	12/21/07		

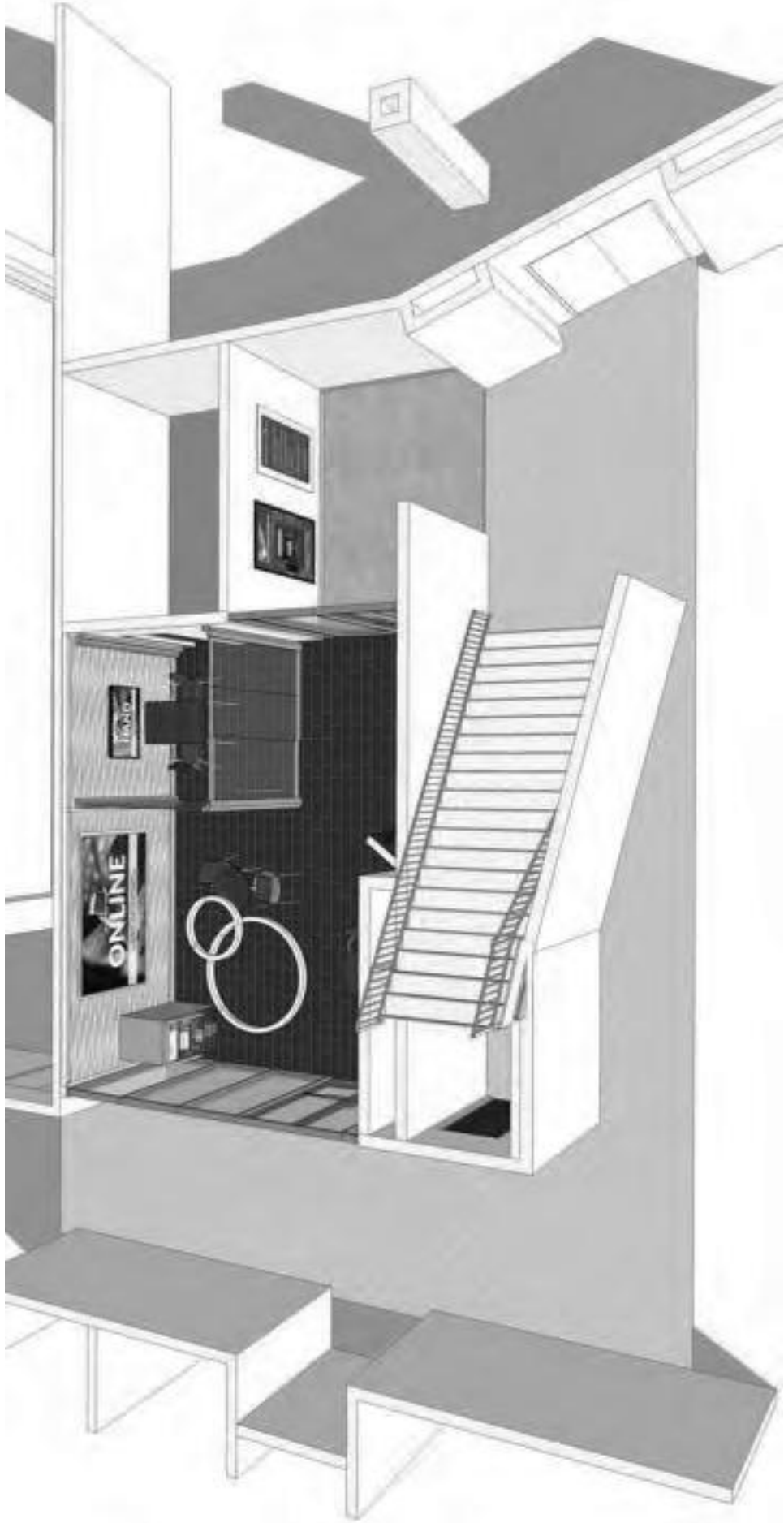
SD Project No.: 577189
 PWC Project No.: 20189
 Drawn By: CS
 Date: 11-25-2007
E101
 Scale: Not Specified

EXISTING LIGHTING FIXTURE SCHEDULE

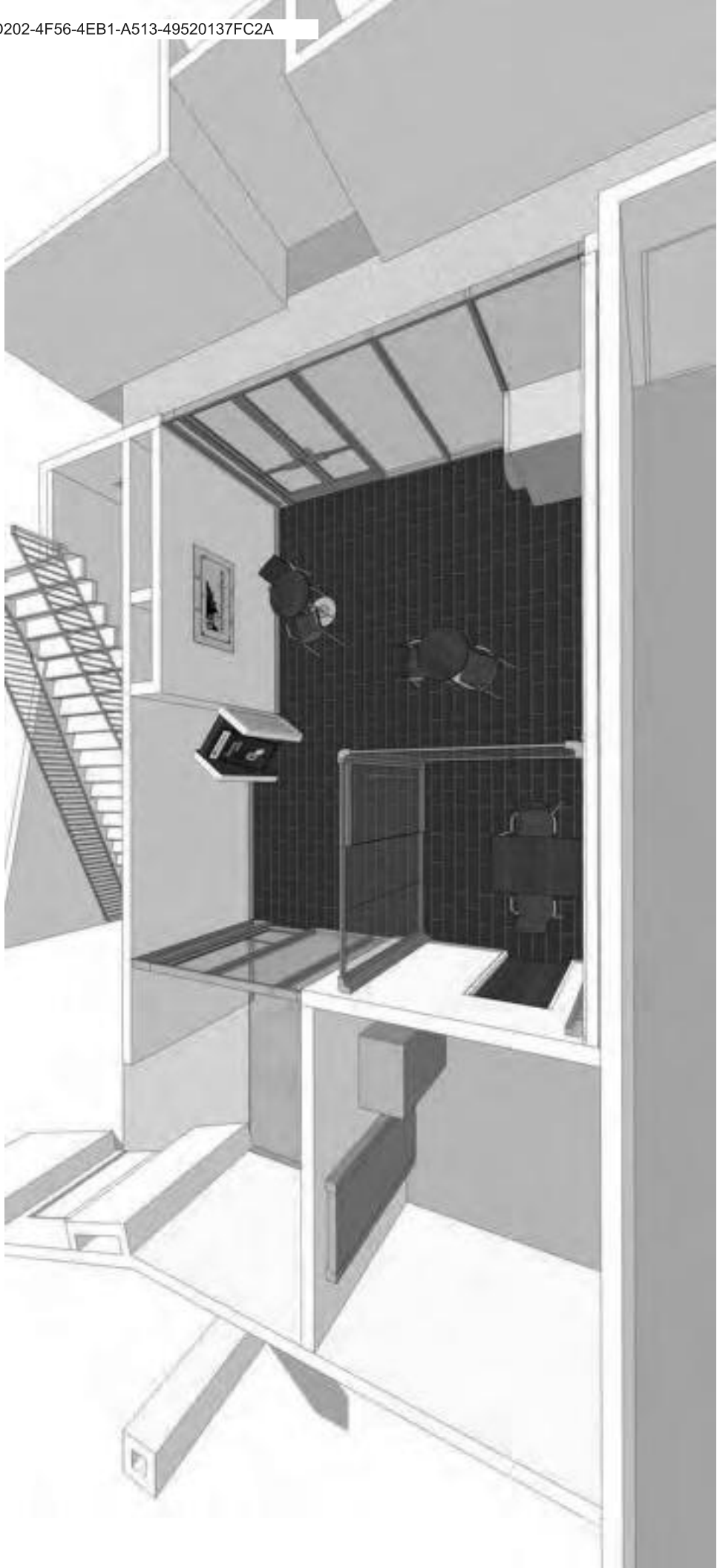
SYMBOL	DESCRIPTION	MANUFACTURER, MODEL NUMBER	AMOUNTING	FINISH	VOLTAGES	REMARKS
1	RECESSED DOWNLIGHT	1	1	1	1	1
2	RECESSED DOWNLIGHT	2	2	2	2	2
3	RECESSED DOWNLIGHT	3	3	3	3	3
4	RECESSED DOWNLIGHT	4	4	4	4	4
5	RECESSED DOWNLIGHT	5	5	5	5	5
6	RECESSED DOWNLIGHT	6	6	6	6	6
7	RECESSED DOWNLIGHT	7	7	7	7	7
8	RECESSED DOWNLIGHT	8	8	8	8	8
9	RECESSED DOWNLIGHT	9	9	9	9	9
10	RECESSED DOWNLIGHT	10	10	10	10	10
11	RECESSED DOWNLIGHT	11	11	11	11	11
12	RECESSED DOWNLIGHT	12	12	12	12	12
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14	RECESSED DOWNLIGHT	14	14	14	14	14
15	RECESSED DOWNLIGHT	15	15	15	15	15
16	RECESSED DOWNLIGHT	16	16	16	16	16
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19	RECESSED DOWNLIGHT	19	19	19	19	19
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24	RECESSED DOWNLIGHT	24	24	24	24	24
25	RECESSED DOWNLIGHT	25	25	25	25	25
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93	RECESSED DOWNLIGHT	93	93	93	93	93
94	RECESSED DOWNLIGHT	94	94	94	94	94
95	RECESSED DOWNLIGHT	95	95	95	95	95
96	RECESSED DOWNLIGHT	96	96	96	96	96
97	RECESSED DOWNLIGHT	97	97	97	97	97
98	RECESSED DOWNLIGHT	98	98	98	98	98
99	RECESSED DOWNLIGHT	99	99	99	99	99
100	RECESSED DOWNLIGHT	100	100	100	100	100

EXISTING PANELBOARD SCHEDULE

SYMBOL	DESCRIPTION	MANUFACTURER, MODEL NUMBER	AMOUNTING	FINISH	VOLTAGES	REMARKS
1	400 AMP 480V 3PH 4W 3W	1	1	1	1	1
2	400 AMP 480V 3PH 4W 3W	2	2	2	2	2
3	400 AMP 480V 3PH 4W 3W	3	3	3	3	3
4	400 AMP 480V 3PH 4W 3W	4	4	4	4	4
5	400 AMP 480V 3PH 4W 3W	5	5	5	5	5
6	400 AMP 480V 3PH 4W 3W	6	6	6	6	6
7	400 AMP 480V 3PH 4W 3W	7	7	7	7	7
8	400 AMP 480V 3PH 4W 3W	8	8	8	8	8
9	400 AMP 480V 3PH 4W 3W	9	9	9	9	9
10	400 AMP 480V 3PH 4W 3W	10	10	10	10	10
11	400 AMP 480V 3PH 4W 3W	11	11	11	11	11
12	400 AMP 480V 3PH 4W 3W	12	12	12	12	12
13	400 AMP 480V 3PH 4W 3W	13	13	13	13	13
14	400 AMP 480V 3PH 4W 3W	14	14	14	14	14
15	400 AMP 480V 3PH 4W 3W	15	15	15	15	15
16	400 AMP 480V 3PH 4W 3W	16	16	16	16	16
17	400 AMP 480V 3PH 4W 3W	17	17	17	17	17
18	400 AMP 480V 3PH 4W 3W	18	18	18	18	18
19	400 AMP 480V 3PH 4W 3W	19	19	19	19	19
20	400 AMP 480V 3PH 4W 3W	20	20	20	20	20
21	400 AMP 480V 3PH 4W 3W	21	21	21	21	21
22	400 AMP 480V 3PH 4W 3W	22	22	22	22	22
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27	400 AMP 480V 3PH 4W 3W	27	27	27	27	27
28	400 AMP 480V 3PH 4W 3W	28	28	28	28	28
29	400 AMP 480V 3PH 4W 3W	29	29	29	29	29
30	400 AMP 480V 3PH 4W 3W	30	30	30	30	30
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62	400 AMP 480V 3PH 4W 3W	62	62	62	62	62
63	400 AMP 480V 3PH 4W 3W	63	63	63	63	63
64	400 AMP 480V 3PH 4W 3W</					























ATM with Teller Chat

- Get to an ATM Video Teller
- Withdraw Money
- Deposit Cash and Checks
- Get Checks to the ATM
- Transfer Funds
- And More

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or call 1-800-368-7262

First National Bank

ATM with Teller Chat

ATTACHMENT 2
Turnover Condition









ATTACHMENT 3
Building Rules and Regulation

Welcome to the student center!

These are rules and regulations:

1. Contractor must obtain a Vendor ID from the parking office located in the University Union.
 - a. Then the ID card must be coded at the Student Center operations office for access to the main doors into the building.
2. Contractor must sign up for Campus Alerts at <https://www.sru.edu/offices/university-communication-and-public-affairs/campus-alerts> SRU offers this emergency text messaging system that will alert of a campus emergency or weather alert.
 - a. If SRU determines to close or delay opening due to an emergency or weather alert, the building will be closed or delayed and the Contractor will open late or not at all.
 - b. If the building is closed, the contractor will not have access to the building unless they contact the Student Center operations office 24 hours prior.
3. The Contractor is expected to be open only during the operational hours of the Student Center.
4. The Contractor's staff will need to obtain a parking permit <https://www.sru.edu/offices/parking> and park in the designated area according to the map located on that web page.
5. The contractor is responsible for vacating the building during any fire alarms or emergency evacuation notices, even if it is only a test.
6. Contractor has access to the building recycling bins and dumpster located at the loading dock for disposal of routine office waste. Contractor must make alternate arrangements for the disposal of any bulk items.