STANDARD BLUEBACK CONTRACT

COMMONWEALTH OF PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION
CONTRACT FOR

Campus Banking Services

Contract No. BB-4300000860

THIS AGREEMENT, made and entered into this 24th day of November 2015, between Slippery Rock University of Pennsylvania of the State System of Higher Education, 1 Morrow Way, Slippery Rock, PA 16057, (hereinafter “University,” “Commonwealth,” or “Agency”), and

PNC Bank, National Association, One PNC Plaza, 249 Fifth Avenue, Pittsburgh, PA 15222 acting through its proper officials, (hereinafter referred to as “Contractor”) Federal I.D. # 22-1146430.

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 Campus Banking Services 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. **CONTRACTOR DUTIES.** The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties: Campus Banking Services as described in the University Banking Services Agreement attached hereto and incorporated hereby as Attachment #1 between the University and Contractor.

2. **TERM OF CONTRACT.** The term of the Contract shall commence on the Effective Date (as defined below) and shall end on May 31, 2020, subject to the other provisions of the Contract. The Effective Date shall be June 1, 2015, after the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The Contract shall not be a legally binding contract until after the Effective Date is affixed and the fully executed Contract has been sent to the Contractor. 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 Commonwealth 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 agency employee has the authority to verbally direct the commencement of any work under this Contract. The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the 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, up to three (3) months, to enter into a new contract.

3. **RENEWALS.** None

4. **COST OF AGREEMENT.** It is understood that the cost of this Agreement to the University shall not exceed the terms of the attached University Banking Services Agreement.

5. **COMPENSATION/EXPENSES.** The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

6. **INVOICES.** Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an itemized invoice to the agency at the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amounts due under the Contract/purchase order. The purchase order number must be included on all invoices. In addition, the Commonwealth 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 or task order to which it refers.

7. **PAYMENT.** a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the “Provide Service and Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or purchase order. The Commonwealth’s purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or purchase order.

8. **TAXES.** The Commonwealth 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. 2374001-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 Commonwealth 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 paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which 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.

9. **ASSIGNMENT OF ANTITRUST CLAIMS.** The Contractor and the Commonwealth 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 Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth 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 which are the subject of this Contract.

10. **OWNERSHIP RIGHTS**
The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract. Provided, however, that the Commonwealth shall not reproduce or use PNC materials or work product that are proprietary and confidential or otherwise owned by PNC.

11. **TERMINATION OF AGREEMENT.** The Commonwealth has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor:

(a) **Termination for Convenience.** The Commonwealth shall have the right to terminate the Contract for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover lost profits.

(b) **Non-appropriation.** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract. The Contractor shall 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 from any appropriations available for that purpose. The parties agree that under the terms and conditions of Attachment #1, the Commonwealth is not obligated to make payments to the Contractor.

(c) **Termination for Cause.** The Commonwealth shall have the right to terminate the Contract for Contractor default under paragraph 19, Default, upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under subparagraph (a).
12. **AUDIT PROVISIONS.**

The Commonwealth shall have the right, upon providing reasonable notice, to audit the books, documents and records of the Contractor, at reasonable times, to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract.

The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor will provide copies of the applicable books, documents, and records for audit purposes (including with respect to regulatory compliance) only for reference with respect to the prior services provided under the Contract and subject to the terms of this Contract.

13. **CONTRACTOR RESPONSIBILITY.**

a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers 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, a written explanation of why such certification cannot be made.

b. The Contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.

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 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, which 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 obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at
http://www.dgs.state.pa.us/dgs/cwp/view.asp?a=353&Q=115573&dgsNav=5053 or contacting
the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

All Contractors (if a corporate entity both signatories to this Contract must execute) with the State System
shall sign the certification below:

Contractor Responsibility Certification

I certify that I, the Contractor identified herein, am not currently debarred or suspended
by the Commonwealth of Pennsylvania, and am eligible to contract with the
Commonwealth of Pennsylvania for the goods and/or services contained in this contract.

[Signature]
Contractor/Vendor
12/1/2015

[Signature]
Title

[Signature]
Date
12/1/2015

ALL PARTIES WHO SIGN THIS CONTRACT ON BEHALF OF THE CONTRACTOR MUST
SIGN THE STATEMENT ABOVE.

14. CONTRACTOR INTEGRITY.

It is essential that those who seek to contract with the Commonwealth of Pennsylvania
(“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.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall
have the meanings found in this Section:

a. “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.

b. “Consent” means written permission signed by a duly authorized officer or employee of the
Commonwealth, provided that where the material facts have been disclosed, in writing, by
prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to
have consented by virtue of the execution of this contract.

c. “Contractor” means the individual or entity that has entered into this contract with the
Commonwealth, PNC Bank, N.A. a national banking association.
d. "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. The term officer is defined as designated under Regulation O of the Board of Governors of the Federal Reserve System (12 C.F.R. 215).

e. "Financial Interest" means either:
   (1) Ownership of more than a five percent interest in any business; or
   (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "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.

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of any applicable 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.

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

c. 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.

d. 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 Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor, its affiliates, or employees have not:
(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) 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

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/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 Commonwealth 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 the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor’s certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the 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.

f. Contractor shall comply with the applicable 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 applicable requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

g. 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 Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the 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 the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth 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 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.
i. Contractor shall cooperate with the Office of the State Inspector General in its 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 an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General 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 this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement 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 Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, 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, or otherwise.

15. AMERICANS WITH DISABILITIES ACT.

(a) 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,” 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.

(b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of subparagraph (a) above.

16. ASSIGNABILITY AND SUBCONTRACTING.

(a) Subject to the terms and conditions of Paragraph 21, 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, except as previously disclosed, without the prior written consent of the Contracting Officer, which consent may not be unreasonably withheld.

(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; provided that the Contractor may assign, in whole or in part, this Contract of the rights, duties, obligations or responsibilities to any of Contractor’s existing subcontractors or current or future affiliates or to any entity that is Contractor’s successor upon notice to the Commonwealth.

(d) Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the 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 the 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 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.

17. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.

During the term of the Contract, Contractor agrees as follows:

(a) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed or color.

(c) Contractors and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

(d) The Contractor shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

(e) For purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause, the Contractor or any subcontractor shall furnish such information on reporting forms supplied by the Contracting Officer or the Bureau of Contract Administration and Business Development.

(f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment
Clause in every subcontract so that such provisions will be binding upon each subcontractor.

(g) The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

18. **FORCE MAJEURE.** Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes 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, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause 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 the Contract is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor’s delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth, by notice to the Contractor, may suspend all or a portion of the Contract.

19. **DEFAULT.**

(a) The Commonwealth may, subject to the provisions of Paragraph 18, Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Paragraph 11, Termination of Agreement) the whole or any part of this Contract for any of the following reasons:

1) Failure to begin work within the time specified in the Contract or as otherwise specified;

2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;

3) Unsatisfactory performance of the work;

4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;

5) Discontinuance of work without approval;

6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;

7) Insolvency or bankruptcy;
8) Assignment made for the benefit of creditors;

9) 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, for equipment rentals, or for utility services rendered;

10) Failure to protect, to repair, or to make good any damage or injury to property; or

11) Breach of any provision of this Contract.

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

(c) If the Contract is terminated as provided in Subparagraph (a) above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Issuing Office, such partially completed work, 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 the Contract as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due to the Contractor for such completed or partially completed works, such sums as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

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

(e) The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth 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 Paragraph 21, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

20. HOLD HARMLESS PROVISION. The Contractor shall hold the Commonwealth harmless from (i) Contractor's breach of any of its representations or warranties contained in this Contract; (ii) Contractor's gross negligence or willful misconduct; or (iii) Contractor's material breach of any of the terms or conditions of this Contract. Contractor shall at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims.

21. CONTRACT CONTROVERSIES.

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written notice of controversy or claim with the Contracting Officer for a determination. The 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.

b. 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.

c. 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. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the Contracting Officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

22. **AMENDMENTS.** This Agreement represents the complete agreement between the parties, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this Agreement shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction or addition.

23. **SEVERABILITY.** Should any term of this Contract be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the agreement to the extent possible.

24. **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.

25. **INDEPENDENT CONTRACTOR.** In performing the services required by the Contract, the Contractor will act as an independent Contractor and not as an employee or agent of the Commonwealth.

26. **POST-CONSUMER RECYCLED CONTENT.** Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for the total recycled content as specified in Exhibits A-1 through A-8 to this Contract.

27. **ENVIRONMENTAL PROVISIONS.** In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

28. **HAZARDOUS SUBSTANCES.** The Contractor shall provide information to the Commonwealth 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” (the “Act”) and the regulations promulgated pursuant thereto at 4 Pa. Code § 301.1 et seq.
(a) Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4) below:

1) Hazardous substances:
   a) The chemical name or common name,
   b) A hazard warning, and
   c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:
   a) The common name, but if none exists, then the trade name,
   b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
   c) The chemical or common name of hazardous substances consisting of 1.0% or more of the mixture,
   d) A hazard warning, and
   e) The name, address, and telephone number of the manufacturer.

3) Single Chemicals:
   a) The chemical name or the common name,
   b) A hazard warning, if appropriate, and
   c) The name, address and telephone number of the manufacturer.

4) Chemical Mixtures:
   a) The common name, but if none exists, then the trade name,
   b) A hazard warning, if appropriate,
   c) The name, address, and telephone number of the manufacturer, and
   d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:


Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present.
(b) Material Safety Data Sheet. The Contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

29. **WARRANTY.** The Contractor warrants that all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all services and parts are warranted for a period of one year following completion of performance by the Contractor and acceptance by the Commonwealth. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

30. **COMPLIANCE WITH LAW.** The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

31. **INTEGRATION.** The Contract, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the 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 the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments shall be made using the appropriate Commonwealth form.

32. **PATENT, COPYRIGHT AND TRADEMARK INDEMNITY.** If, during the term of the Agreement, a third party brings an action against Commonwealth claiming that the Services provided to Commonwealth by Contractor pursuant to the Agreement infringe a copyright or trademark or misappropriate a trade secret (an “Infringement Claim”) of such third party, Contractor will indemnify Commonwealth against the damages finally awarded against Commonwealth as a direct result of such Infringement Claim, but only if Commonwealth (i) promptly notifies Contractor in writing after the Infringement Claim is asserted or threatened, (ii) allows Contractor to have sole and full control over the defense, or other resolution of the Infringement Claim, (iii) shall not make any admission nor take or fail to take any action the consequence of which would be adverse to Contractor or prejudicial in any way to the defense of the Infringement Claim, and (iv) assists Contractor in defending, settling, or otherwise resolving the Infringement Claim.

33. **COVENANT AGAINST CONTINGENT FEES.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
34. **CHANGE ORDERS.** The Commonwealth reserves the right to issue change orders at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change order shall be in writing signed by the Contracting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies another effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required under any change order shall be handled through Paragraph 21, “Contract Controversies”. For purposes of this Contract, “change order” is defined as a written order signed by the Contracting Officer directing the Contractor to make changes authorized under this clause.

35. **MANDATORY REPORTING REQUIREMENTS.** All employees and subcontractors 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 mandatory reporters of suspected cases of child abuse under Pennsylvania law 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. Nothing in this section shall require a child to come before the mandated reporter in order for the mandated reporter to make a report of suspected child abuse. Nothing in this section shall require the mandated reporter to identify 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), formerly the Department of Public Welfare, by calling 1-800-932-0313, or by filing a written report with DHS through Pennsylvania’s Child Welfare Information System 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.
UNIVERSITY BANKING SERVICES AGREEMENT

THIS UNIVERSITY BANKING SERVICES AGREEMENT ("Agreement") is effective as of the 24th day of November 2015, and entered into by and between Slippery Rock University of Pennsylvania of the Pennsylvania State System of Higher Education and operated under the laws of the Commonwealth of Pennsylvania, having offices at 1 Morrow Way, Slippery Rock, PA 16057 ("University") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank").

WHEREAS, the University wants PNC Bank to offer its Program on the University’s campus.

This Agreement sets forth the terms pursuant to which PNC Bank will offer the Program to Constituents of University.

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean any new University-affiliated student, faculty, or staff personal checking account.

(b) "Affiliate" shall mean, with respect to either party hereto, any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with PNC Bank or University; "control" shall mean the power to direct the management of the affairs of the entity; and "ownership" means the beneficial ownership of more than 50% of the equity of the entity.

(c) "Automated Teller Machine" or "ATM" shall mean an electronic terminal, together with such wiring, connections and hook-ups necessary to connect it to the STAR® or other appropriate network, that may perform one or more banking functions on behalf of customers, including, without limitation, dispensing cash, accepting deposits, making transfers between accounts and giving account balances.

(d) "Constituents" shall mean University’s students, faculty, and staff collectively.

(e) "Financial Services" shall mean the financial services to be offered by PNC Bank to Constituents hereunder as part of the Program.

(f) "Force Majeure" shall have the meaning given that term in Section 21 below.

(g) "New Student List" shall mean an annual list of newly enrolled incoming first-year students at the University who have not opted-out of disclosure of their directory
information pursuant to the University’s FERPA policy. This list shall be used by PNC Bank to mail Program materials in advance of the new student moving onto campus.

(h) "PNC Bank Marks" shall mean any designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by PNC Bank, as set forth on Exhibit D attached hereto and incorporated herein by this reference.

(i) "Preferred Provider" shall mean PNC Bank is the only financial institution to which University will extend any of the Commitments (Section 6) and Joint Obligations (Section 8) set forth in this Agreement.

(j) "Program" shall mean the Financial Services and other services offered by PNC Bank to Constituents hereunder as further described in Section 4(b) below.

(k) "Program Goals" shall mean the number of new checking Accounts that PNC Bank seeks to open for the Constituents in a given time period of the Term.

(l) "Royalty" shall have the meaning given that term in Section 3(b).

(m) "University ID Card" shall mean the University ID card owned and issued by University, or such other identification card issued by the University.

(n) "University Marks" shall mean only those designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by University which are set forth on Exhibit F attached hereto and incorporated herein by this reference.

(o) "Weblinking" shall have the meaning set forth on Exhibit F attached hereto and incorporated herein by this reference.

2. TERM

(a) This Agreement shall commence on the Effective Date and shall terminate on May 31, 2020 ("Initial Term").

(b) For purposes of this Agreement Effective Date shall mean June 1, 2015.

3. ROYALTY, PAYMENT TERMS

(a) Each January of the Term, beginning with January, 2017, the parties shall conduct an annual Program review, which shall include a comparison of the performance of the applicable year to the agreed upon Program Goals. In the event the parties agree to extend the Term, the program goals and royalty shall be negotiated by the parties in good faith.
Account numbers are based on a January-December calendar year beginning in January, 2016. Program Goals may be adjusted only by mutual consent.

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Student-New Checking Accounts</td>
<td>465</td>
<td>950</td>
<td>950</td>
<td>950</td>
<td>950</td>
<td>485</td>
</tr>
<tr>
<td>Faculty &amp; Staff-New Checking Accounts</td>
<td>13</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>7</td>
</tr>
<tr>
<td>Program Goal Total</td>
<td>478</td>
<td>970</td>
<td>970</td>
<td>970</td>
<td>970</td>
<td>492</td>
</tr>
</tbody>
</table>

(b) In exchange for the consideration provided under this Agreement, PNC Bank will pay to University an annual license fee ("Royalty") calculated in accordance with this paragraph or, if applicable, paragraph (c) below. In the event that University attains the Program Goal Total for a calendar year as specified in paragraph (a) above, PNC Bank will pay to University the following Royalty:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$54,000</td>
</tr>
<tr>
<td>2016</td>
<td>$110,000.00</td>
</tr>
<tr>
<td>2017</td>
<td>$110,000.00</td>
</tr>
<tr>
<td>2018</td>
<td>$110,000.00</td>
</tr>
<tr>
<td>2019</td>
<td>$110,000</td>
</tr>
<tr>
<td>2020</td>
<td>$56,000</td>
</tr>
</tbody>
</table>

(i) Signing Bonus: PNC Bank shall also pay University a one-time guaranteed signing bonus in the amount of One Hundred Thousand Dollars ($100,000.00). The guaranteed signing bonus shall be paid not later than sixty (60) days after this Agreement is fully signed.

(ii) The University shall repay to PNC Bank a certain percentage of the Signing Bonus, described above, should the final written agreement be cancelled for any reason prior to December 31, 2018 other than a default by PNC Bank. The percentage paid by the University shall be in accordance with the repayment chart set forth below.

<table>
<thead>
<tr>
<th>Year Agreement Terminated</th>
<th>Signing Bonus Repayment Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>100%</td>
</tr>
<tr>
<td>2016</td>
<td>75%</td>
</tr>
<tr>
<td>2017</td>
<td>50%</td>
</tr>
<tr>
<td>2018</td>
<td>25%</td>
</tr>
<tr>
<td>2019</td>
<td>0%</td>
</tr>
</tbody>
</table>
(c) In the event the University fails to achieve the Program Goals by category as stated in subsections 3(a), but achieves the total Program Goals for new accounts in any year of the Term, PNC Bank shall pay University as set forth in Section 3(b).

(d) Notwithstanding subsection 3(b), in the event that University does not attain the Program Goal Total for any calendar year as specified in paragraph (a) above, PNC Bank will pay to University for any such calendar year a minimum guaranteed Royalty equal to the greater of (i) an amount equal to the Royalty stated in paragraph 3(b) above for the applicable calendar year multiplied by a fraction, the numerator of which is the number of new Accounts for the calendar year and the denominator of which is the Program Goal Total for that calendar year; or (ii) an amount equal to two-thirds (2/3\textsuperscript{rd}s) of the Royalty stated in paragraph 3(b) for the applicable calendar year.

(e) As of the Effective Date of this Agreement for any calendar year in which the Program Goal Total is exceeded for any calendar year, additional Royalty payments would be available as follows:

<table>
<thead>
<tr>
<th>Percentage Program Goal Total is Exceeded</th>
<th>Percentage of then-current Royalty to constitute Additional Royalty (Maximum allowed - 10%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1% - 1.99%</td>
<td>1%</td>
</tr>
<tr>
<td>2% - 2.99%</td>
<td>2%</td>
</tr>
<tr>
<td>3% - 3.99%</td>
<td>3%</td>
</tr>
<tr>
<td>4% - 4.99%</td>
<td>4%</td>
</tr>
<tr>
<td>5% - 5.99%</td>
<td>10%</td>
</tr>
<tr>
<td>6% - 6.99%</td>
<td>11%</td>
</tr>
<tr>
<td>7% - 7.99%</td>
<td>12%</td>
</tr>
<tr>
<td>8% - 8.99%</td>
<td>13%</td>
</tr>
<tr>
<td>9% - 9.99%</td>
<td>14%</td>
</tr>
<tr>
<td>10% or greater</td>
<td>20%</td>
</tr>
<tr>
<td>11% - 11.99%</td>
<td>21%</td>
</tr>
<tr>
<td>20% - 20.99%</td>
<td>30%</td>
</tr>
<tr>
<td>30% - 30.99%</td>
<td>40%</td>
</tr>
</tbody>
</table>

(f) The Annual Royalty will be paid no later than the last day of February of the year following the calendar year to which the payment relates.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial year 2015</td>
<td>February, 2016 for 2015</td>
</tr>
<tr>
<td>2016</td>
<td>February, 2017 for 2016</td>
</tr>
<tr>
<td>2017</td>
<td>February, 2018 for 2017</td>
</tr>
<tr>
<td>2018</td>
<td>February, 2019 for 2018</td>
</tr>
<tr>
<td>2019</td>
<td>February, 2020 for 2019</td>
</tr>
<tr>
<td>Partial year 2020</td>
<td>July, 2021 for 2020</td>
</tr>
</tbody>
</table>
(g) The University’s failure to meet the goals for each category delineated above, shall not adversely affect its ability to receive payments as set forth in this Section 3 for any year in which the Program Goal Total is met.

(h) Notwithstanding anything to the contrary contained in this Agreement:

(i) if any federal or state law is enacted, or regulation promulgated by a federal or state agency with supervisory or enforcement authority over University or PNC Bank, ("New Law"), and

(ii) the New Law makes it impossible, impracticable or unduly burdensome for (a) PNC Bank to deliver the Financial Services under the Program, or (b) the University to satisfy its obligations under the Agreement, then

(iii) either party shall promptly notify the other party in writing no later than thirty (30) days after learning of the pending implementation or passage of the New Law, then

(iv) the parties shall meet as soon as practicable to discuss in good faith the continued viability of the Agreement as intended by the parties, and work together on mutually agreeable modifications to the Agreement to achieve the parties’ mutual objectives consistent with such new law, and

(v) within sixty (60) days from the date of the notice or the effective date of New Law, whichever is sooner, if the parties are unable to come to agreement per (iv) then the Agreement will be terminated in accordance with Section 17(d) of this Agreement.

(vi) For each partial or total calendar year after the effective date of the New Law, but prior to the termination of the Agreement, PNC shall be excused from making to the University, any Royalty payment or additional Royalty payment under Section 3(b), if the making of such payment is illegal or otherwise prohibited by any such New Law.

(vii) If the Agreement is terminated a final Royalty payment shall be made to the University within sixty (60) days calculated as the applicable annual target Royalty payment multiplied by the sum of expected volume percentages for the months elapsed in the royalty calculation period as shown in the table below.

<table>
<thead>
<tr>
<th></th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>royalty</td>
<td>6%</td>
<td>4%</td>
<td>2%</td>
<td>7%</td>
<td>6%</td>
<td>23%</td>
<td>12%</td>
<td>24%</td>
<td>6%</td>
<td>4%</td>
<td>3%</td>
<td>3%</td>
</tr>
</tbody>
</table>

Example: a contract which calculates Royalties on a calendar year basis is terminated in May. The final Royalty payment would be calculated as target Royalty, (sum of % Jan – May).

(i) All payments made by PNC Bank hereunder shall be by ACH sent to the account designated in writing by the University, by check to the address designated by the University, or delivered by hand.
(j) In addition to the Payments outlined above, PNC Bank agrees to pay University the following annual fee for E-Branch Lease such payment shall be hereinafter referred to as the Rental Payment.

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>Prorated</td>
</tr>
</tbody>
</table>

Until such time this Agreement is signed by both parties, PNC Bank will pay University monthly rent in the amount of One Thousand Forty One Dollars and Sixty Seven Cents ($1,041.67). Beginning with the first month after the mutual signing of the Agreement, PNC Bank will pay University monthly rent in the amount of One Thousand Five Hundred Dollars ($1,500) per month through December 31, 2015.

Beginning in January, 2016, annual rent payments will be made accordingly based on the following payment schedule:

- 2016: $18,630.00
- 2017: $19,280.00
- 2018: $20,000.00
- 2019: $20,650.00
- 2020 partial year: $10,687.00

Annual rent payments will be made by the last day of February in the year rent is due.

4. PRODUCTS AND SERVICES

(a) PNC Bank shall provide Financial Services during the Term.

(b) The Program is designed to attract Constituents that do not have an Account with PNC Bank, and does not include the solicitation of credit cards or student loans. PNC Bank shall actively advertise and promote the Program as authorized, by law, on the University campus, via approved University mediums and using approved University Marks. The Program shall include: presenting financial seminars to students and employees; operating an office on campus to provide Financial Services, pursuant to the E-Branch Lease which is attached hereto and incorporated herein as Exhibit B; offering debit card functionality for the University ID Card to access Accounts (in the University’s discretion); issuing co-branded Visa® Debit Cards; and opening new Accounts for University students, and employees. The debit card functionality added to the University ID Card shall include point-of-sale debit and ATM transactions. ATMs shall be provided pursuant to a separate Master License Agreement, Exhibit A, which is attached hereto and incorporated herein by this reference.

Notwithstanding the foregoing, the advertising and/or promotion of the Program shall not prohibit PNC Bank from marketing its financial products or services to Constituents who:

1. Are or become PNC Bank customers;
2. Solicits financial information within a PNC Bank branch; or
3. Independently utilizes electronic media for information regarding PNC Bank products and/or services.
(c) Accounts established under this Agreement may be eligible for a co-branded Visa® Debit Card. PNC Bank shall have the exclusive right to issue the co-branded Visa Debit Card. PNC Bank will issue the Visa Debit Card upon request by a PNC Bank Accountholder.

(d) Throughout the Term, PNC Bank shall provide administrative, management, consulting, mechanical, and operational services and personnel sufficiently necessary to fulfill its obligations completely as described herein, in a competent, capable, qualified and professional manner. PNC Bank warrants that all services and activities to be provided by PNC Bank hereunder will be performed in accordance with sound and professional principles and practices, consistent with generally accepted industry standards, and shall reflect PNC Bank’s best professional knowledge, skill and judgment, all of which shall be at a level appropriate to University’s requirements for the services to be performed.


5. **PNC BANK’S EMPLOYEES**

(a) PNC Bank and University are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture or co-employer or joint employer relationship by and between University and PNC Bank.

(b) University and PNC Bank shall have the sole and exclusive right to select, direct, discipline and terminate their own respective employees and to determine the terms and conditions of their employment in accordance with applicable law. Each party shall have the right to inform the other party of any employee of such other party, whose conduct in its good faith opinion, violates the terms of this Agreement or is otherwise unsatisfactory. Within sixty (60) days of receiving an employee-related complaint, the party receiving such complaint shall address such issues raised in accordance with its established employment policies.

(c) PNC Bank shall only employ individuals to perform its obligations hereunder who are authorized to work in the United States.

(d) When on or about the property of University, PNC Bank agrees that its employees, contractors and agents shall observe such reasonable rules and regulations as University shall reasonably prescribe from time to time for the general population of its campus and which are made available to PNC Bank on or before the Effective Date hereof.

(e) PNC Bank shall be fully responsible for the acts of its employees, contractors and agents and shall take all reasonable precautions to prevent injury or loss to persons and property and shall be responsible for all damage to persons or property caused by PNC Bank or its employees, contractors or agents. Further, PNC Bank assumes all liability arising out of dishonesty of its employees, contractors or agents.
COMMITMENTS OF UNIVERSITY

University shall, during the Term of this Agreement:

(a) Work in good faith to generally support the Program as follows:

(i) Promote the availability of the Program to its students, faculty and staff as mutually agreed with PNC Bank.

(ii) Permit PNC Bank the right to market the Program and Financial Services as University’s Preferred Provider, to Constituents;

(iii) As may be required for PNC Bank to fulfill its commitments hereunder, permit PNC Bank to work with University’s vendors; and

(iv) Permit PNC Bank physical access on campus and presence at campus events necessary for PNC Bank to exercise the marketing rights enumerated herein.

(b) Make available the following marketing rights for the Program, subject to pre-approval by the University of each specific activity:

Students:

1. Permitting on-campus access, at no cost to PNC Bank, including tabling by PNC Bank at mutually-agreed upon University events such as freshmen orientations, student fairs, etc.
2. Permitting the conduct by PNC Bank of direct mailings to the University or home addresses to the New Student List.
3. Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are: (i) in compliance with applicable laws; (ii) are limited to locations designated by the University for such activities; and (iii) are scheduled through the normal University process for reserving space.
4. Permitting the distribution by PNC Bank of Program communications, via distributions methods approved by the University, (which Program communications bearing University Marks shall be approved in writing in advance by University, and such approval shall not be unreasonably withheld, conditioned or delayed).
5. Providing PNC Bank preferred access to common areas, at no cost to PNC Bank, for mutually-agreed upon tabling events throughout the year.
6. Permitting from time to time on-campus financial seminars at mutually agreed upon venues, pre-approved by University and at no cost to PNC Bank.
7. Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings.
8. Supporting agreed-upon student events to be sponsored by PNC Bank
9. Providing a web link from University’s key student web areas on the University’s web site to a customized site at www.pnc.com/sru
10. Permitting the use of intra-campus mail from time to time for the distribution by PNC Bank of mutually agreed upon Program communications approved bearing University Marks in writing in advance by University (which approval shall not be unreasonably withheld, conditioned or delayed)
Faculty/Staff:

1. Permitting the distribution of materials by PNC Bank at new hire orientations
2. Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are: (i) in compliance with applicable laws; (ii) are limited to locations designated by the University for such activities; and (iii) are scheduled through the normal University process for reserving space.
3. Permitting on-campus tabling by PNC Bank, at no cost to PNC Bank, at University events including but not limited to benefit-related fairs via tabling, and new hires.
4. Facilitating annual mailings by PNC Bank to faculty and staff to the address provided by the University or through intra-campus mail.
5. Endorsing PNC Bank’s presenting agreed-upon on-campus financial seminars from time to time with individual University departments
6. Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings

(c) With the University’s prior approval, which shall not be unreasonably withheld, conditioned or delayed, permit PNC Bank to use University’s name and the University Marks in press releases and when marketing the Program. Marketing may include, by example and not limitation, proposals and presentations to other potential clients;

(d) Grant PNC Bank ATM deployment privileges on campus for a minimum of Four (4) ATMs as of the Effective Date. Both ATMs shall be governed by and in accordance with the provisions of the Master License Agreement between PNC Bank and University entered into contemporaneously with this Agreement, which is attached hereto as Exhibit A and incorporated herein by this reference.

(e) Acknowledge PNC Bank’s option to impose a surcharge for the use of its ATM(s). The surcharge shall be in the same amount as the surcharge imposed for use of PNC Bank branch ATMs in the Southwestern Pennsylvania market. In the event the branch ATM surcharge is increased, then the surcharge applicable to the ATMs hereunder shall also increase. In no event will PNC Bank impose a surcharge hereunder that is applicable only to University’s Constituents; and

(f) Prohibit any other financial institution from establishing and/or operating a manned branch on campus.

(g) For purposes of implementing the University ID Card-Linking, University will be required to meet certain requirements pertaining to the design and encoding of the University ID Card. University will include the following elements when configuring the University ID Card:

- Encoding of track 2 of the magnetic stripe on the back of the University ID Card

- A disclosure statement printed on the back of the card to read as follows, “ATM function requires a linked PNC Bank deposit account”
• Logos required by PNC Bank or its vendors including Star®, Plus and PNC Bank

• Displaying the issued card number on the front of the University ID Card

(h) PNC Bank will provide a one-time payment of Ten Thousand Dollar ($10,000.00) to subsidize the University’s expense to re-card the school.

Notwithstanding anything to the contrary contained in this Agreement, University’s ability to provide any information to PNC Bank is subject to and conditioned upon the Family Education Rights in Privacy Act (FERPA), other applicable laws and regulations, and University’s policies and procedures.

7. COMMITMENTS OF PNC BANK:

At its cost, except as the parties may otherwise agree from time to time, during the Term PNC Bank shall:

(a) Offer the Program to Constituents;

(b) Marketing of the Program, which shall include, among other things:

• At times mutually agreed between the parties, providing materials for the mailing of PNC Bank’s advertising and promotional information to Constituents;
• Marketing the Program to Constituents as mutually agreeable during the Term, in accordance with Section 6 above;
• At its sole cost and expense, designing and creating all marketing materials, as described above, subject to the prior written approval of University which shall not be unreasonably withheld, conditioned or delayed;
• Providing Constituents who open an Account pursuant to the Program with a PNC Bank Co-Branded Visa® Debit Card which will allow point of sale and ATM transactions everywhere the Visa® logo is displayed;
• At PNC Bank’s sole cost and expense, marketing to Constituents through mailings, advertisements in University publications, tabling at new student orientation and similar events;
• Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;
• Providing University with a quarterly report of new Accounts opened and card transaction activity with de-identified, aggregated data; and
• Collaborate with the University to develop educational programs geared towards developing student financial awareness and responsibility.

(c) Use PNC Bank’s reasonable commercial efforts to identify Account applications as Constituents at the time of Account opening and record such Accounts as part of the Program.
8. **JOINT OBLIGATIONS**

(a) The parties agree that they shall:

(i) Issue a press release, jointly approved, upon execution of this Agreement if desired;

(ii) Conduct, in good faith, an annual review of the success of the Program in accordance with Section 3; reviews shall be quarterly throughout the Term of this Agreement;

(iii) Execute each agreement that constitutes an Exhibit hereto and which shall be incorporated herein

(b) PNC shall have the exclusive right to issue the co-branded Visa Debit Card. PNC Bank will issue the Visa Debit Card upon request by a PNC Bank Accountholder.

9. **INSURANCE**

(a) During the Term, PNC Bank shall maintain at its own expense full and adequate insurance with insurance carriers licensed to do business in the Commonwealth of Pennsylvania, having at least an A.M. Best rating (or similar rating) of at least an “A-“, as follows:

**COMMERCIAL GENERAL LIABILITY**

- $1,000,000 Each Occurrence
- $3,000,000 General Aggregate
- $1,000,000 Products – Completed Operations
- $1,000,000 Personal and Advertising Injury
- $ 100,000 Fire Damage (any one fire)
- $ 5,000 Medical Expense (any one person)

**AUTOMOBILE LIABILITY** (including all Owned, hired car and non-owned automobile)

- $1,000,000 Each Occurrence
- $1,000,000 Aggregate

**WORKERS COMPENSATION**

Statutory

**UMBRELLA/EXCESS LIABILITY**

- $5,000,000 Each Occurrence
$5,000,000 Aggregate

EMPLOYER’S LIABILITY

$1,000,000 Each Accident
$1,000,000 Disease-Policy Limit
$1,000,000 Disease-Each Employee

COMPREHENSIVE CRIME

$1,000,000 Employee Theft Coverage
$1,000,000 Premises Coverage
$1,000,000 Transit Coverage
$1,000,000 Depositors Forgery Coverage

PNC Bank shall name University as an additional insured on PNC Bank’s General, Umbrella, Comprehensive and Automobile Liability policies. It is understood and agreed that PNC Bank’s insurance applies on a “primary” basis with respect to the performance of any of PNC Bank’s rights or obligations hereunder.

10. REPRESENTATIONS AND WARRANTIES

(a) University represents and warrants, as of the Effective Date and during the Term of this Agreement, that:

(i) University is duly organized, validly existing and in good standing under the laws of the state in which it operates and has the requisite corporate power and authority to enter into this Agreement;

(ii) The execution, delivery and performance of this Agreement by University is within University’s powers, has been duly authorized by all necessary corporate action,

(iii) This Agreement constitutes a legal, valid and binding obligation of University, enforceable against it in accordance with its terms;

(iv) Intentionally Omitted

(v) University’s employees, directors, officers or agents shall not make any representation, warranty, promise or statement to any customer regarding the approval, decline, collection, processing, or any other handling of customer's products or services as provided by PNC Bank. Any questions regarding PNC Bank’s products or services shall be immediately referred to PNC Bank;

(vi) No information, schedule, exhibit, or financial information furnished or to be furnished by University to PNC Bank in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any...
material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading;

(vii) University has not entered and will not enter any agreement that would prohibit University from fulfilling its duties and obligations under the terms of this Agreement; and

(viii) During the Term of this Agreement, University (A) will promote the Program, and (B) has granted PNC Bank the exclusive right to market the Program to Constituents on campus and has not granted that right to any other financial institution.

(b) PNC Bank represents and warrants as of the Effective Date and during the Term of this Agreement that:

(i) PNC Bank is a national banking association organized, validly existing and in good standing under the laws of the United States, and is FDIC insured, and has the requisite corporate power and authority to enter into this Agreement;

(ii) PNC Bank’s execution, delivery and performance of this Agreement are within PNC Bank’s corporate powers, have been duly authorized by all necessary corporate action and do not contravene PNC Bank’s bylaws or charter or any law or contractual restrictions to which it is subject;

(iii) Any authorization or approval or other action by, or notice to or filing , any governmental authority or regulatory body that is required for the execution, delivery and performance by PNC Bank of this Agreement shall be obtained in a timely manner;

(iv) This Agreement constitutes a legal, valid and binding obligation of PNC Bank, enforceable against it in accordance with its terms;

(v) No information, schedule, exhibit, financial information furnished or to be furnished by PNC Bank to University in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading; and

(vi) In its performance and activities hereunder, including but not limited to its creation and provision of the marketing and advertising materials used by PNC Bank to generate applications, Accounts or any and all other customer relationships, PNC Bank shall, at all times, comply with all applicable federal, state or local rules, laws or regulations and use best efforts in the performance of the Program.

11. LOCATIONS/SIGNs

University shall permit PNC Bank to place signs advertising the Program in locations on University’s campus that are mutually acceptable to both parties. PNC Bank must have
University’s prior written approval for size, content and colors of any signs, which consent shall not be unreasonably withheld, conditioned or delayed. Written approval shall be provided within ten (10) business days of the request by PNC Bank.

12. ADVERTISING, PROMOTION AND RELATED ACTIVITIES

(a) PNC Bank may advertise the Program in such media and in such manner, as the parties shall mutually agree. PNC Bank may identify University as its client in the ordinary course of its banking business. Notwithstanding the foregoing, University must have PNC Bank’s prior written approval for any advertising materials that include any references to PNC Bank’s products or services, which consent shall not be unreasonably withheld, conditioned or delayed. Written approval shall be provided within ten (10) business days of the request by University.

(b) The parties may conduct joint promotional activities if they mutually agree to do so.

(c) In addition to the provisions of Section 6, University shall provide PNC Bank access to such University resources as may be appropriate and necessary to promote the Program and the Financial Services in appropriate mailings and other applicable media that are provided to incoming and returning Constituents as mutually agreed upon. Notwithstanding the foregoing, University shall mail annually, at PNC Bank’s expense, Program materials prepared by PNC Bank to then-graduating students pursuant to Section 6(b) above.

13. INDEMNIFICATION

(a) Intentionally Omitted

(b) Indemnification by PNC Bank. PNC Bank shall indemnify, defend and hold harmless University, its officers, directors, employees, and agents from and against all Losses arising directly or indirectly, out of or relating to the following:

   (i) Breach of any representation, warranty or obligation under this Agreement by PNC Bank, or any of its officers, directors, employees or agents;

   (ii) Violation by PNC Bank, its officers, directors, and employees, of any applicable law, rule, regulation or administrative order or any statement, letter or guidelines issued by applicable bank regulatory authority in connection with performance under this Agreement; or

   (iii) Gross negligence or willful misconduct of PNC Bank or its officers, directors, employees, agents or subcontractors, in connection with its duties or obligations under the terms of this Agreement, except to the extent such Losses result from the negligence, gross negligence or willful misconduct of University.

(c) Indemnification Procedures for Third Party Claims. In any case where the person seeking indemnification under this Agreement (herein referred to as the “Indemnified Party”) seeks indemnification for a third party claim, suit or proceeding (herein referred to as a “Third Party Claim”), such indemnification will be conditioned on such Indemnified Party’s compliance
with the following procedures:

(i) The Indemnified Party will give prompt written notice to the person from whom indemnification is sought (herein referred to as the "Indemnifying Party") of each claim for indemnification under this Agreement, specifying the amount and nature of the claim (herein referred to as a "Notice of Claim"). Provided that such Notice of Claim is given (unless the failure to provide such Notice of Claim does not prejudice the interests of the Indemnifying Party), and the Indemnifying Party has not contested in writing the Indemnified Party's right to indemnification as set forth below, the Indemnifying Party, at its own expense and using counsel of its own choosing, will promptly defend, contest and otherwise protect against any such claim, suit or proceeding. If within a reasonable time period following the receipt of a Notice of Claim, the Indemnifying Party contests in writing the Indemnified Party's right to indemnification with respect to the Third Party Claim described in the Notice of Claim, the Indemnified Party will defend against and contest such Third Party Claim.

(ii) If the Indemnifying Party is defending against the Third Party Claim, the Indemnified Party may, but will not be obligated to, participate in the defense of any such Third Party Claim, suit or proceeding, at its own expense and using counsel of its own choosing, but the Indemnifying Party will be entitled to control the defense thereof unless the Indemnified Party has relieved the Indemnifying Party from liability with respect to the particular matter. The Indemnified Party will cooperate and provide such assistance as the Indemnifying Party reasonably may request in connection with the Indemnifying Party's defense and will be entitled to recover from the Indemnifying Party the reasonable costs of providing such assistance. The Indemnifying Party will inform the Indemnified Party on a regular basis of the status of such claim, suit or proceeding and the Indemnifying Party's defense thereof.

(iii) In any Third Party Claim the defense of which is controlled by the Indemnifying Party, the Indemnifying Party will not, without Indemnified Party's prior written consent, compromise or settle such claim, suit or proceeding if: (y) such compromise or settlement would impose an injunction or other equitable relief upon the Indemnified Party; or (z) such compromise or settlement does not include the third party's release of the Indemnified Party from all liability relating to such claim, suit or proceeding for which the Indemnified Party is entitled to be indemnified.

(iv) If the Indemnifying Party fails to timely defend, contest, or otherwise protect against any such claim, suit, or proceeding, and fails to contest in writing the Indemnifying Party's right to indemnification, the Indemnified Party may, but will not be obligated to, defend, contest or otherwise protect against the same, and make any compromise or settlement thereof and recover the entire costs thereof from the Indemnifying Party, including reasonable fees and disbursements of counsel and all amounts paid as a result of such claim, suit or proceeding and the compromise or settlement thereof.
(v) The obligation of a party to indemnify the other party’s officers, directors, employees and agents in accordance with this Section 13 may be enforced exclusively by the other party and nothing herein will be construed to grant such officers, directors, employees and agents any individual rights, remedies, obligations or liabilities with respect to the parties. The parties may amend or modify this Agreement in any respect without the consent of such officers, directors, employees and agents.

14. LIMITATION OF LIABILITY

NO PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH; PROVIDED, HOWEVER, THAT THIS LIMITATION OF LIABILITY WILL NOT APPLY TO ANY CLAIM ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, ANY CLAIM ARISING FROM BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT OR ANY THIRD PARTY CLAIM. Nothing in this Agreement shall not be construed to limit the Commonwealth’s rights, claims or defenses which arise as a matter of law pursuant to any provision of this contract. 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.

15. TAXES

(a) The University is a tax exempt entity and has been fully advised by University’s counsel and/or tax consultant of any tax implications resulting from this Agreement.

(i) University shall have no obligation to pay taxes related to PNC Bank’s operations or conduct of its business (including PNC Bank’s income, employment of personnel, franchise, sales, use and excise taxes).

(b) PNC Bank shall pay all taxes properly assessed against it or its property by any taxing authority because of its operations and conduct of its business (including PNC Bank’s income, employment of personnel, franchise, sales, use and excise taxes) and shall pay all personal property taxes assessed on its fixtures, equipment and furnishings.

(i) PNC Bank shall have no obligation to pay taxes related to University’s operations or conduct of its business (including University’s income, employment of personnel, franchise, sales, use and excise taxes).

16. ASSIGNMENT/BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns provided, however, that neither this Agreement, nor any of the rights and obligations hereunder, may be assigned, transferred or delegated by either party, without the prior written consent of the other party; and provided further, however, that this Agreement may be assigned by either party without the consent of the other party hereto to any Affiliate of the assigning party.
17. **TERMINATION**

(a) If a party breaches any material covenant in this Agreement and fails to remedy same within twenty (20) calendar days after receipt of written notice of such breach from the non-breaching party, or if the same is not reasonably capable of being cured within twenty (20) calendar days, and the breaching party fails to commence to remedy same within twenty (20) calendar days and diligently prosecute the remedying of the breach until the same is remedied, the non-breaching party may, at its option, declare this Agreement terminated without prejudice to any additional remedy which may be available to the non-breaching party.

(b) In the event that a party shall become insolvent, bankrupt or make any assignment for the benefit of creditors, or if its interest hereunder shall be levied upon or sold under execution or other legal process, without prejudice to any additional remedy which may be available to the other party, the other party may declare this Agreement terminated.

(c) A party may elect not to renew this Agreement at the end of the Initial Term or first Renewal Term, as applicable, by providing written notice of non-renewal to the other party at least ninety (90) calendar days prior to the expiration of the Initial Term or Renewal Term, as applicable, and, in such case, this Agreement shall be terminated as of the end of the Initial Term or first Renewal Term, as applicable.

(d) Upon ninety (90) days prior written notice to the other party, either party may terminate this Agreement in the event that (i) any federal or state law is enacted, or any regulation is promulgated by a federal or state agency with supervisory or enforcement authority over University or PNC Bank, and (ii) such law or regulation makes it impossible, or impracticable for the terminating party to continue to perform its obligations under the Agreement. In any such notice of termination, the terminating party shall provide to the non-terminating party a description reasonably describing the basis for termination pursuant to subsections (i) and (ii) hereof. Upon the issuance of a notice of termination the parties shall promptly meet and make reasonable efforts to amend this Agreement. If no mutually acceptable alternative arrangement can be found then this Agreement and all related agreements shall be terminated, (i.e., ATM Master License and E-Branch Lease).

18. **CONFIDENTIALITY**

(a) Each of PNC Bank and University agrees that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or is made available to the other, including to each party’s directors, officers, employees, Affiliates, agents or representatives, is referred to hereinafter as “Confidential Information.” Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, customer or Constituent information, which includes, without limitation, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer or Constituent lists, whether received before or after the date hereof. Confidential Information also includes information of any parent, subsidiary or Affiliate of PNC Bank or University. Each party, agrees to hold such Confidential Information
in strictest confidence, not to make use thereof except in connection with the performance of this Agreement, and not to release or disclose any Confidential Information to any other party with the exception of parent companies, subsidiaries and affiliated companies, consultants, auditors, attorneys and other professionals who need to know the Confidential Information in order to perform their services; regulators; and prospective assignees, transferees or other successor to the rights of the parties, provided that in all such cases the third parties receiving the Confidential Information shall agree to hold such Confidential Information in strictest confidence consistent with this Section 18.

(b) Notwithstanding the foregoing, either party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court of administrative subpoena, order or other such legal or administrative process or requirement of law, including the Pennsylvania Right to Know Law, or in defense of any claims or actions asserted by the disclosing party; provided, however, that prior to disclosing the Confidential Information, the disclosing party shall (i) first notify the other party of such request or requirement, or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, (ii) attempt to obtain the consent of the non-disclosing party to the disclosure of the Confidential Information, and (iii) in the event consent to disclosure is not given by the non-disclosing party prior to the disclosing party's time for production, the disclosing party agrees that the non-disclosing party shall have the right to pursue a motion to quash or other similar procedural step in order to try to prevent the production or publication of the specific Confidential Information. Notwithstanding anything herein to the contrary, nothing herein is intended to require, nor shall it be deemed or construed to require, either party to fail to comply, on a timely basis, with a subpoena, court or administrative order or other process, or requirement.

(c) It is understood and agreed that the obligation to protect Confidential Information shall be satisfied if the parties utilize the same control (but no more than commercially reasonable controls) as it employs to avoid disclosure of its own confidential and valuable information and the parties shall have appropriate policies and procedures to (a) ensure the security and confidentiality of the Confidential Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, and (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the parties or their customers or Constituents.

19. Intentionally omitted.

20. AMENDMENT

No modification, amendment or waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the parties.

21. FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control or without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accident, floods, power blackouts, volcanic action, major environmental disturbances, unusually severe weather
conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or suppliers.

22. **HEADINGS**

The headings contained in this Agreement are solely for the convenience of the parties and should not be used or relied upon in any manner in the construction or interpretation of this Agreement.

23. **SEVERABILITY**

Any element of this Agreement held to violate a law or regulation shall be deemed void and all remaining provisions shall continue in force. The parties shall in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing or achieving the intent of the original provision.

24. **GOVERNING LAW/JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its provisions relating to the conflict of laws. Each party agrees that it is and shall remain subject to the in personam, in rem and subject matter jurisdiction of the state and federal courts in the Commonwealth of Pennsylvania for all purposes pertaining to this Agreement and all documents and instruments executed in connection or in any way pertaining hereto.

25. **NOTICES**

All notices which either party may be required or desire to give to the other party shall be in writing and shall be given and deemed served on the date when hand delivered in writing to the applicable party, or if sent by certified mail, return receipt requested, or by courier service, notice shall be deemed served on the date received. Notices sent by mail or courier shall be sent to the following addresses:

If to University then to:

Slippery Rock University  
005 Old Main  
Slippery Rock, PA 16057  
Attn: Contracts Office

With a copy to:

University Legal Counsel  
State System of Higher Education  
2986 North 2nd Street  
Harrisburg, PA 17110

Attn: General Counsel
If to PNC Bank, then to:

PNC Bank, National Association
Two PNC Plaza
620 Liberty Avenue
Pittsburgh, Pennsylvania 15222
ATTN: Manager, University Banking

With a copy to:

PNC Bank, National Association
One PNC Plaza
249 Fifth Avenue
P1-POPP-21-1
Pittsburgh, Pennsylvania 15222
ATTN: Chief Counsel, Consumer Bank

The names and addresses for the purpose of this Section may be changed by either party giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein, if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

26. RELATIONSHIP

Nothing in this Agreement is intended to nor does it create the relationship of employer and employee, principal and agent, partners or joint venturers between University and PNC Bank. Each Party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

27. WAIVER

Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by all parties. The failure or delay of any party to require performance of any provisions shall not constitute any waiver thereof, unless and until such performance has been waived by such party in writing in accordance with the terms hereof. No waiver by any party of any term or condition of this Agreement, in any one or more instances shall be deemed to be construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, shall be cumulative and not alternative.

28. REMEDIES

All remedies provided for under the terms of this Agreement shall be cumulative and not alternative.
29. COUNTERPARTS

This Agreement may be executed in two or more counterparts each of which shall be deemed a duplicate original.

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute duplicate counterparts of this Agreement on its behalf, as of the Effective Date.

PNC Bank, National Association
(“PNC Bank”)

By: __________________________

Name: Nickolas Certo

Title: Senior Vice President

Date: 12/1/15

Slippery Rock University
(“University”)

By: __________________________

Name: _________________________

Title: __________________________

Date __________________________
LIST OF EXHIBITS

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
E-BRANCH LEASE

EXHIBIT C
INTENTIONALLY OMITTED

EXHIBIT D
PNC BANK MARKS

EXHIBIT E
UNIVERSITY MARKS

EXHIBIT F
WEBLINKING AGREEMENT

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EXHIBIT A
MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("ATM Agreement"), is entered into the 24th day of November 2015, by and between Slippery Rock University of Pennsylvania, an institution of higher education organized and operated under the laws of the Commonwealth of Pennsylvania, having offices at 1 Morrow Way, Slippery Rock, PA 16057 ("University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This ATM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Agreement"). Capitalized terms used in this ATM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

WHEREAS, the parties have entered into the Agreement which specified services include ATM deployment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, it is agreed as follows:

1. License

PNC Bank and University shall from time to time enter into licenses, each such license to be in the form which is attached hereto as Schedule A which is a supplement to this ATM Agreement and which, when executed shall constitute a License ("License"), to cover such ATMs and to contain such special provisions respecting terms, covenants, conditions and provisions as PNC Bank and University may agree.

2. Grant of License

University hereby grants to PNC Bank, or its affiliate, the right, upon the terms and conditions hereinafter set forth, to install, maintain, service, repair, replace and operate ATMs, together with related Equipment and Installations as described in Section 5 hereof at the location(s) ("the Locations") set forth in the Licenses.

3. Location of ATMs

The ATMs shall be located within or about the Locations as mutually agreed upon by the parties. The initial Locations will be as indicated in the Licenses. The ATMs, together with related Equipment and Installations, may be relocated only upon the mutual agreement of the parties, provided that the party requesting relocation will bear the cost thereof including the cost of relocating the aforesaid Equipment and Installations. Requests for relocation hereunder must be made no less than thirty (30) days prior to the date that relocation is desired. An ATM may be moved temporarily for security reasons, in the event of fire, casualty, riot or other emergency, provided that University uses its best efforts to promptly notify PNC Bank of such event, and to protect the security of the ATM(s).
4. **ATMs**

(a) The ATMs that will be installed shall, at a minimum, perform cash withdrawals, transfers and balance inquiries. The ATMs will have the ability to be upgraded to provide additional capabilities as the parties may mutually agree from time to time.

(b) The ATMs shall perform the functions described in Section 4(a) for users holding valid access cards. The ATMs may be part of several networks pursuant to network agreements between PNC Bank and operators of regional networks, (the "Network Agreements"). PNC Bank is required to comply with the marketing standards set forth by the network operator in the Network Agreements.

5. **Installations**

(a) PNC Bank shall, using its own independent contractors, install at the Locations:

(i) bolted ATMs and, at its option, additional modules to the ATMs thereafter;

(ii) such related machinery and equipment, including telecommunications equipment, alarm systems and signs, as are to be installed within the interior of the Locations as specified in the hereinafter described plans (the “Equipment”); and

(iii) such wiring, connections, and hook-ups as are required to connect the ATMs to the dominant regional ATM network (the “Installations”).

(b) University shall permit PNC Bank to install the ATMs and related Equipment and Installations as follows:

(i) at the locations mutually agreed upon;

(ii) University will use its best efforts to obtain approval of the installation from any parties whose approval is required to place an ATM at the Locations. This applies to any ATM installed after the date of this ATM Agreement;

(iii) PNC Bank will be responsible for obtaining, at its expense, all approvals required in connection with the installation, provided that University will cooperate with PNC Bank, and secure the cooperation of any necessary other parties, as required by local ordinances and practice, in making permit applications;

(iv) PNC Bank will indemnify and save University harmless from and against all liability, loss, cost and expense arising in connection with the Installation; and
(v) Upon termination of the Agreement, PNC Bank shall remove the ATMs and all portions of the related Equipment and Installations not installed within utility company conduits or rights of way or within the walls, floors or ceiling of the Locations and may, at its option, remove any other portions of the related Installations, provided that PNC Bank shall cap all pipes and conduits and restore any damage to the Locations caused by such removal.

(c) Signs may be installed only upon the mutual agreement of the parties. If the parties mutually agree to install signs, PNC Bank and University shall determine each of their obligations to pay the cost of the signs and costs of sign installation, maintenance and removal.

6. **Title**

Title to and ownership of the ATMs and the related Equipment and Installations shall at all times be and remain in PNC Bank free and clear of all rights, title, interest, liens, security interests or claims owned, held, created or suffered by any person or entity claiming under, by or through University and such property shall be deemed movable personal property and not fixtures. Nothing herein shall be deemed to constitute a conveyance from PNC Bank to University of the ATMs, related Equipment or Installations. Upon the request of PNC Bank, University will request from any persons or entities owning or holding title to or liens upon or leases, security interests or other interests in the Locations written waivers or releases in form and substance acceptable to PNC Bank confirming that such party has no legal claims or interests in the ATMs and further confirming PNC Bank's rights under this ATM Agreement. PNC Bank shall have the right to place a label on the ATMs indicating its interest in such machine and related Equipment and Installations which label University agrees not to disturb.

7. **Operation, Servicing, Maintenance and Repair**

The operation, servicing, maintenance and repair of the ATMs and the related Equipment and Installations shall be under the sole control of PNC Bank and its agents, employees and independent contractors. University shall permit free access to the ATMs and related Equipment and Installations for all of the foregoing purposes during all normal operating hours of the business at the Locations. PNC Bank shall require all of its employees, agents and independent contractors who perform any of the aforesaid tasks at the Locations to (a) carry and present identification upon University's request, and (b) cause as little disruption as possible to University's business. PNC Bank shall bear the expense of such operation, servicing, maintenance and repair.

University will:

(a) pay for the electricity usage by the ATM(s) and install the necessary outlets and connections, if required, at its expense;

(b) keep the ATMs and the area around the ATMs clean, presentable and free from obstruction, and with respect to the Locations generally, University will continue to maintain the same standards of cleanliness, maintenance, repair and operation as are in effect on the date of this ATM Agreement;
(c) pay all costs and expenses for ownership, operation, maintenance and repair of the Locations and business (including real estate taxes and utilities) not expressly made payable by PNC Bank herein;

(d) Maintain the Locations to allow for proper functioning of the ATM.

8. **Covenants**

(a) University hereby covenants as follows:

(i) it shall not use or permit the use of the PNC Bank name or logo without prior approval of PNC Bank;

(ii) it shall use and permit the use of the ATM logos only in compliance with the requirements of the holders of rights in such logo. University acknowledges that the ATM logos are registered trademarks where indicated; and

(iii) upon performing all of its covenants and obligations hereunder, PNC Bank shall peacefully and quietly have, hold and enjoy the rights in each Location granted to it hereby subject to all of the covenants, terms and conditions herein contained.

(b) PNC Bank hereby covenants as follows:

(i) its ATMs will (i) comply with all applicable legal requirements, including, without limitation, laws/regulations relating to consumer protection and the requirements of the Americans with Disabilities Act in ensuring that the ATMs are readily useable by disabled persons; (ii) remain technologically current and that PNC Bank’s product offerings will reflect advances in the industry; and (iii) will be upgraded to permit the display of on-screen messages which have been previously approved by University; and

(ii) it shall not use or permit the use of University’s Marks without prior written approval of University and subject at all times to University’s policies concerning use of such marks.

9. **Certain Rights of the Parties**

(a) PNC Bank reserves the right to impose a surcharge on users of its ATMs that are subject to this ATM Agreement.

(b) PNC Bank reserves the exclusive right to determine whether any surcharge hereunder shall be imposed upon PNC Bank cardholders.
10. **Performance; Warranty**

PNC Bank warrants that the ATMs in the Locations shall be fully operational ninety-six percent (96%) of the time, unless operation is prevented by Force Majeure or routine servicing of the ATMs. PNC Bank will provide University with quarterly reports of the performance of the ATMs.

11. **Security**

(a) University shall maintain security at the Locations in accordance with the standards for security generally at University’s facilities; University shall not be required to post a security guard for any ATM hereunder. Except as otherwise provided herein, all costs and expenses incurred in connection with such security measures shall be borne by University.

(b) University shall notify PNC Bank of any damage to the Locations which adversely affects the operation or security of the ATMs, and University agrees to make, at its expense, such repairs to the Locations, as shall be necessary to correct such adverse effects.

(c) In the event of fire, casualty, riot or other emergency, University shall use reasonable efforts to protect the security of any affected ATM. Once PNC Bank deems the affected ATM machine secured, whether by relocation (which shall be by PNC Bank) or otherwise (for example, but not in limitation of the foregoing, by removal), University’s security obligations hereunder shall again be governed by subsections (a) and (b) of this Section 11. The parties agree that in the event of the emergency circumstances enumerated in this subsection 11 (c) time is of the essence and University and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

12. **Insurance; Indemnity and Loss**

PNC shall maintain, and shall require its independent contractors to maintain worker’s compensation insurance with respect to their respective employees in the amounts required by applicable law.

PNC shall, upon request, provide to the other such evidence as shall be reasonably requested of the maintenance of required insurance.

13. **Term and Termination**

The term of this ATM Agreement shall run concurrently with the Term of the Banking Services Agreement, until the Banking Services Agreement expires or is otherwise terminated.
14. **General**

A. **Access:** University shall permit PNC Bank or its authorized service representative, to have access to the Location, subject to University’s reasonable security requirements, if any.

B. **ADA Compliance:** During the Term of the Agreement, University shall comply with the Americans with Disabilities Act of 1990 ("ADA"), any amendments to the ADA, its implementing regulations, and applicable ADA Accessibility Guidelines for Buildings and Facilities, as well as all other federal, state and local laws regarding access to and service to individuals covered by the ADA. University’s compliance obligation will include, but not be limited to, the design, construction and alteration of the Location as University may have to alter to be in compliance with the ADA.

C. **Notices:** All notices which either party may be required or desire to give to the other under this ATM Agreement, party shall be in writing and shall be given and deemed served on the date when hand delivered in writing to the applicable party, or if sent by certified mail, return receipt requested, or by courier service, notice shall be deemed served on the date received. Notices sent by mail or courier shall be sent to the following addresses:

If to PNC Bank:

PNC Bank, National Association  
1600 Market Street, 8th Floor  
Philadelphia, PA 19103  
ATTN: Ken Justice, SVP  
Telephone: 215-585-5134

With a copy to:

PNC Bank, National Association  
One PNC Plaza  
249 Fifth Avenue  
P1-POPP-21-1  
Pittsburgh, Pennsylvania 15222  
ATTN: Chief Counsel, Consumer Bank

If to University then to:

Slippery Rock University  
005 Old Main  
Slippery Rock, PA 16057  
Attn: Contracts Office

With a copy to:
The names and addresses for the purpose of this Section may be changed by either party giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein, if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

D. Entire ATM Agreement: This ATM Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter herein and the transactions contemplated herein and any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, are merged herein and are superseded hereby.

E. Counterparts: This ATM Agreement may be executed in two or more counterparts each of which shall be deemed a duplicate original.

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this ATM Agreement on its behalf, as of the Effective Date of the Agreement.

PNC Bank, National Association
("PNC Bank")

By: [Signature]
Nickolas Certo
Title: Senior Vice President
Date: 12/1/15

Slippery Rock University
("University")

By: ________________________
Title: ________________________
Date: ________________________
SCHEDULE A
Prototype: Not To Be Completed by University

University hereby licenses to PNC Bank the right to install, maintain, service, repair, replace and operate an Automated Teller Machine ("ATM") together with related Equipment and Installations subject to the terms and conditions set forth herein.

1. Location for ATMs to be Installed after the Effective Date:

2. University’s Interest in Location:

3. Identity of owner(s) of record of the Location:

4. (a) Are there any mortgage liens on the Location? Yes _____ No _____

   If Yes, list all holders of a mortgage lien. ____________________________

   ____________________________

   (b) Are there any security interests in the fixtures, machinery, and equipment installed at the Location? Yes _____ No _____

   If Yes, list all holders of a security interest. ____________________________

   ____________________________

[UNIVERSITY MUST PROVIDE INFORMATION]

5. Other:

   By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated ________________ between PNC Bank and University.

   University: ____________________________

   PNC Bank: ____________________________
SCHEDULE A-1
TO "EXHIBIT A"
LICENSE AGREEMENT

University hereby licenses to PNC Bank, National Association or its nominee, as appropriate, the right to install, maintain, service, repair, replace and operate an Automated Teller Machine ("ATM") together with related Equipment and Installations subject to the terms and conditions set forth herein.

1. Location for ATMs to be Installed After the Effective Date:

   University Union
   East Central Loop
   Slippery Rock, PA 16057

2. University's Interest in Location:

   Owner

3. Identity of owner(s) of record of the Location:

   Slippery Rock University

4. (a) Are there any mortgage liens on the Location?  Yes ____ No X

   If Yes, list all holders of a mortgage lien. ____________________________

   ____________________________

   (b) Are there any security interests in the fixtures, machinery, and equipment installed at the Location?  Yes ____ No X

   If Yes, list all holders of a security interest. ____________________________

   ____________________________

5. Other:

   By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated November 24, 2015 between PNC Bank and University.

   University: ________________________  PNC Bank: ________________________
University hereby licenses to PNC Bank, National Association or its nominee, as appropriate, the right to install, maintain, service, repair, replace and operate an Automated Teller Machine ("ATM") together with related Equipment and Installations subject to the terms and conditions set forth herein.

1. Location for ATMs to be Installed After the Effective Date:

   Weisenfluh Dining Hall
   1 Morrow Way
   Slippery Rock, PA 16057

2. University’s Interest in Location:

   Owner

3. Identity of owner(s) of record of the Location:

   Slippery Rock University

4. (a) Are there any mortgage liens on the Location? Yes____ No X

   If Yes, list all holders of a mortgage lien. ____________________________

   (b) Are there any security interests in the fixtures, machinery, and equipment installed at the Location? Yes____ No X

   If Yes, list all holders of a security interest. ____________________________

5. Other:

   By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated November 24, 2015 between PNC Bank and University.

University: ______________________  PNC Bank: ______________________

Page 48 of 67
University hereby licenses to PNC Bank, National Association or its nominee, as appropriate, the right to install, maintain, service, repair, replace and operate an Automated Teller Machine ("ATM") together with related Equipment and Installations subject to the terms and conditions set forth herein.

1. **Location for ATMs to be Installed After the Effective Date:**

   Smith Student Center- East Entrance  
   Field House Road  
   Slippery Rock, PA 16057

2. **University’s Interest in Location:**

   Owner

3. **Identity of owner(s) of record of the Location:**

   Slippery Rock University

4. (a) **Are there any mortgage liens on the Location?**  

   Yes _____  No X  

   **If Yes,** list all holders of a mortgage lien.  

   __________________________  

   (b) **Are there any security interests in the fixtures, machinery, and equipment installed at the Location?**  

   Yes _____  No X  

   **If Yes,** list all holders of a security interest.  

   __________________________

5. **Other:**

   By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated November 24, 2015 between PNC Bank and University.

   University:  

   PNC Bank: ________________
EXHIBIT B

E-BRANCH LEASE

THIS LEASE AGREEMENT ("Lease") is entered into this 24th day of November, 2015 by and between Slippery Rock University, organized under the laws of the Commonwealth of Pennsylvania, having offices at 1 Morrow Place, Slippery Rock, PA 16057 ("Landlord.

AND

PNC BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, having an office at 620 Liberty Avenue, Pittsburgh, Pennsylvania 15222, County of Allegheny, and Commonwealth of Pennsylvania, hereinafter called ("Tenant"), party of the Second part.

WITNESSETH:

WHEREAS, Landlord is the owner of a lot of land situated on the campus of Slippery Rock University, ("University"), in the Commonwealth of Pennsylvania ("Premises"), on which there is erected the building known as the Student Center ("Building"); and

WHEREAS, Tenant has entered into that certain University Banking Services Agreement dated June 1, 2015 (the "Banking Services Agreement") pursuant to which Tenant has agreed to provide Financial Services, including ATM(s) and the E-BRANCH to the University; and

WHEREAS, Tenant is entering into this Lease which is an integral part of the Tenant fulfilling Tenant’s obligations under the Banking Agreement.

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

1. **PREMISES.** Landlord in consideration of the lease payments provided in this Lease leases to Tenant space within the Building of approximately Eight Hundred (800) square feet as more particularly shown in the floor plan attached hereto as Exhibit A to this Lease, which space includes such areas as queuing line space and entrance to the secured areas, and for the placement of an “E-BRANCH” (as defined below) ("Demised Premises"). The Demised Premises is located on the first floor of the Student Center. Landlord warrants that the Premises and the Demised Premises are environmentally clean and in compliance with the requirements of the Americans with Disabilities Act. The E-BRANCH shall provide “Financial Services” and shall be equipped with at least one (1) Deposit Easy ATM.

2. **TERM.** The lease term shall run concurrently with the term of the Banking Services Agreement. The Initial Term of this Lease shall commence on the Effective Date and shall terminate on June 30, 2020.

   (a) For purposes of this Lease the “Effective Date” shall mean June 1, 2015.

3. **LEASE PAYMENTS.** The financial terms and payments associated with the leasing of this space are included in Section 3 Royalty, Payment Terms in the University Banking
Services Agreement. The payments and royalties section outlines what will be remitted to the University throughout the term of the relationship and the University shall determine the appropriate internal distribution and allocation methodology.

4. Intentionally omitted.

5. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

6. USE OF PREMISES. Tenant shall use the Demised Premises to conduct Financial Services, as defined in paragraph 9 of this Agreement and other related financial service operations only, and for no other purpose. The Demised Premises may be used for any other purpose only with the prior written consent of Landlord.

7. FINANCIAL SERVICES. Tenant agrees to provide Financial Services to the University community public on the Demised Premises. "Financial Services" shall include, but not be limited to the following financial services to be offered by Tenant to Constituents hereunder as part of the Program: presenting financial seminars to students and employees; establishing and operating an office on campus to provide Financial Services, pursuant to this Lease; offering debit card functionality for the University ID Card to access Accounts (in the University’s discretion); issuing co-branded Visa® Debit Cards; and opening new Accounts for University students, and employees. The debit card functionality added to the University ID Card shall include point-of-sale debit and ATM transactions.

Landlord agrees that it shall not enter into any new leases, license agreements or any other agreements during the term of this Lease or any extension hereof, at the Building, or any continuous extension of those buildings which may be constructed in the future (the "Building Area"), which would permit any person or entity to operate a business or offer services including financial services which are the same as or similar to the Financial Services offered by Tenant on the Demised Premises, including, without limitation, the placement and/or operation of any stand-alone ATMs in the Building Area.

8. REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the right to conduct any construction or remodeling at Tenant's expense that may be required to use the Demised Premises as specified above. Tenant may also construct such fixtures on the Demised 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 the prior written consent of Landlord, which consent shall not be reasonably withheld. At the end of the Lease term, Tenant shall be entitled to remove, or at the request of Landlord shall be required to remove, such fixtures, and shall return the Demised Premises to substantially the same condition as at the commencement of this Lease. Ordinary wear and tear, damage caused by Landlord, or its agents, employees or contractors, arising from a casualty, or all structural changes, remodeling and additions to the Demised Premises made or done with the written consent of Landlord shall be considered as exempt.

9. MAINTENANCE. Landlord shall have the responsibility to maintain the Demised Premises in good repair at all times. This shall include all structural maintenance and
items of repair that relate to the building and Landlord's fixtures. Landlord shall clean and maintain all common areas. Tenant shall have the responsibility of maintaining and cleaning the space constituting the Demised Premises consistent with Landlord's reasonable expectations and with the remainder of the Building.

10. **ACCESS BY LANDLORD TO PREMISES.** Landlord, its agents, employees and contractors shall have the right to enter all parts of the Demised Premises during Tenant's business hours after giving prior notice to Tenant to inspect the same, show the same to prospective purchasers or tenants or for the purposes of maintenance or repair accompanied by a security officer of Tenant during such inspection, and to enforce and carry out any provision of this Lease, and, without assuming responsibility to do so, to make repairs or alterations. In the event of an emergency endangering life or property, or in the event of Tenant's desertion or abandonment of the Demised Premise, Landlord shall have the right to enter by force.

11. **UTILITIES AND SERVICES.** Landlord shall be responsible for all utilities and services in connection with the use of the Demised Premises by Tenant. Tenant shall be responsible for telephone, video surveillance and internet service and janitorial services within the confines of the Demised Premises.

12. **INSURANCE.** (a) "Liability Insurance" is insurance providing coverage for sums the insured becomes legally obligated to pay as damages because of an occurrence resulting in property damage or in bodily injury (including sickness and disease, and including death from such injury, sickness or disease), or because of an occurrence resulting in personal injury or advertising injury, an example of which is insurance known at the date of this Agreement as "commercial general liability" insurance (formerly known as "comprehensive general liability"), and which coverage is provided under customary terms, conditions, and limitations, including occurrence-based coverage (and not claims-based coverage) as long as such coverage is available at commercially reasonable rates.

(b) 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. Tenant's Liability Insurance is primary to Landlord's Liability Insurance for occurrences in the Demised Premises. The insurer must be licensed in the state in which the Demised Premises is located, give Landlord thirty (30) days' notice of cancellation or reduction in coverage, and furnish Landlord certificates of coverage on request. 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.

(c) Omitted

(d) Either party may self-insure as long as the self-insuring party's (or its parent corporation's) net worth exceeds $60,000,000 and the self-insuring party (or its parent corporation) is consistently able to meet its financial obligations as they mature and complies with the law applicable to self-insurance.
(e) The merchandise and other property of Tenant and its employees at the Demised 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 Demised 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.”

13. **INDEMNIFICATION.** Intentionally omitted.

14. **DANGEROUS MATERIALS.** Tenant shall not keep or have on the Demised Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Demised 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 but which may be considered dangerous, flammable or explosive.

15. **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublet all or any part of the Demised 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.

16. **TAXES.** Tenant shall have no responsibility to pay any share of common area maintenance charges, real estate taxes or such similar taxes which may be assessed upon Landlord as part of any applicable Lease. Landlord shall be solely liable for any and all common area maintenance charges, real estate taxes, or any applicable taxes under the terms of the Lease.
17. **DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises in which the Demised Premises exist are partially destroyed in a manner that prevents the conduct of Tenant's business within the Demised 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.

18. **MECHANICS LIEN.** 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.

19. **DEFAULT.** Tenant shall be in default of this Lease if Tenant fails to fulfill any Lease obligation by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any obligation within thirty (30) days after written notice of such default is received by Tenant, Landlord may take possession of the Demised Premises without further notice, and without prejudicing Landlord's rights to damages; provided, however that if the nature of the default is such that the same cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecuting the same to completion. In the alternative, Landlord may elect to accept a cure of any financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord, including reasonable attorney's fees, if any, by reason of Tenant's defaults.

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.

20. **EXCUSE OF PERFORMANCE (FORCE MAJEURE).** Notwithstanding anything in this Lease to the contrary, if Tenant shall be delayed or hindered in or prevented from performance of any act required herein by reason of any strike, lock-out, labor dispute, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, failure of power, inability to obtain any material or service, Act of God or other reasons of a like nature not related to the fault of Tenant, then performance of such act by Tenant shall be excused for the period of the delay and the period for the performance of any such act by Tenant shall not be extended for a period equivalent to the period of such delay. Lease payments shall not
be excused during such time nor shall the term of this Lease be extended beyond the date set forth herein or subsequently agreed to by both parties in writing.

21. **CONDITION SUBSEQUENT.** The effect of this Lease shall be binding upon the parties hereto at the time of the signing hereof with the condition subsequent that in the event that the appropriate regulators of Tenant do not grant approval of such Lease or the providing of the agreed services, 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.

22. **TENANT EMPLOYEES.** Tenant agrees that it, its employees, agents and subcontractors and all persons about the Demised 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 and do not unreasonably impair EFSF operations. 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 EFSF, 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.

23. **NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by certified mail, return receipt, postage prepaid, addressed as follows:

**TO LANDLORD:**

Slippery Rock University  
1 Morrow Way  
Slippery Rock, PA 16057  
Attn: Office of Purchasing

With a copy to:

University Legal Counsel  
State System of Higher Education  
2986 North 2nd Street  
Harrisburg, PA 17110
TO TENANT:

PNC Bank, National Association  
Attn: Retail Leasing Manager  
620 Liberty Avenue  
Two PNC Plaza, 19th Floor  
Pittsburgh, Pennsylvania 15222

Such addresses may be changed from time to time by either party by providing notice as set forth above.

24. AUTHORITIY OF PARTIES. Landlord and Tenant each warrants that it is authorized and empowered to enter into this Lease, that the person signing on its behalf is duly authorized to execute this Lease, and that no other signatures are necessary.

25. BINDING OF SUCCESSORS. All terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, and to their successor and assigns and legal representatives.

26. CONSENT NOT UNREASONABLY WITHHELD. All consents, permissions and approvals require or permitted by Landlord hereunder shall be in writing and shall not be withheld, conditioned or delayed unreasonably.

27. NO JOINT VENTURE. Nothing contained in this Lease shall be deemed or construed by the parties hereto by any third party to create the relationship of principal and agent, or of partnership, or of joint venture between Landlord and Tenant.

28. CONSTRUCTION. The titles of the sections or paragraphs of this Lease are for the convenience of the parties and shall not bind or limit any of the terms or provisions of this Lease. Whenever the context of this Lease requires, the neuter gender includes the masculine or the feminine, and the singular number includes the plural.

29. ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by both parties obligated under the amendment.

30. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be held to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

31. RECORDING. Neither party shall record this Lease in any form without the prior written consent of the other.

32. WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
33. **CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

34. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflicts of law provisions of the State).

Signature Page to Follow
IN WITNESS WHEREOF, the parties hereto be legally bound have hereunto set their hands and seals this

Slippery Rock University
(“Landlord”)

By: ________________________________

Title: ________________________________

Date: ________________________________

PNC Bank, National Association
(“Tenant”)

By: ________________________________

Nickolas Certo
Title:  Senior Vice President

Date: 12/1/15
EXHIBIT C
INTENTIONALLY OMITTED
EXHIBIT D

PNC BANK MARKS

1. The PNC Marks that are licensed under the terms of this Agreement are:

PNC Logo, PNC bank name in text form, pnc.com

2. University agrees to use the PNC Marks in accordance with the standards set forth below:

a. PNC must approve the “PNC” name being used.

b. When using the PNC names, never alter (such as by changing the case or otherwise) or combine those names with any other words

c. Use original reproduction artwork, never create your own PNC logo, or alter the original in any way

d. The PNC logo may ONLY be printed in black or in a color or colors approved by PNC

e. The PNC logo may be reversed out of a dark color to white

PNC Bank shall pre-approve all uses of the PNC Bank Marks.
EXHIBIT E

UNIVERSITY MARKS

The University marks, logos and other graphics that are licensed under the terms of the Agreement are:

Slippery Rock University
EXHIBIT F

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this "Web Agreement"), is entered into the 24th day of November, 2015, by and between Slippery Rock University, an institution of higher education organized and operated under the laws of the Commonwealth of Pennsylvania, having offices at 1 Morrow Way, Slippery Rock, PA 16057 ("University"), and PNC Bank, National Association, a national banking association, ("PNC Bank"). This Web Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Banking Services Agreement"). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

WHEREAS, PNC Bank maintains and operates a Website in which information regarding PNC Bank's products and services is provided to the general public ("PNC Bank Website");

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

WHEREAS, the parties desire to provide a link between the PNC Bank Website and the University Website via a 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 Banking Services 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. **TERM AND TERMINATION**

The term of this Web Agreement shall run concurrently with the Term of the Banking Services 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) PNC Bank grants to University a limited, nonexclusive and nontransferable license to use PNC Bank’s Marks as set forth on the attached Schedule A, for the sole and limited purpose of providing a Hyperlink between PNC Bank’s and University’s Websites. University agrees that it will comply with all of the requirements and restrictions set forth on **Schedule A to this Exhibit F**, which is attached hereto and incorporated herein.

(b) University grants to PNC Bank a limited, nonexclusive and nontransferable license to use University’s Marks as set forth on the attached Schedule B, for the sole and limited purpose of providing a Hyperlink between University Website and PNC Bank Website. PNC Bank agrees that it will comply with all of the requirements and restrictions set forth on **Schedule B to this Exhibit F**, which is attached hereto and 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) PNC Bank represents and warrants that it is the owner of or has all necessary rights to PNC Bank Marks as specified in Section 3 above.

[Signature page to follow]
IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Web Linking Agreement on its behalf, as of the Effective Date in the Banking Services Agreement.

SLIPPERY ROCK UNIVERSITY

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

PNC BANK, NATIONAL ASSOCIATION

By: ______________________________

Name: Nickolas Certo

Title: Senior Vice President

Date: 12/1/15

University Banking Services Agreement (Redline Final 10-05-2015)
Slippery Rock University
SCHEDULE A
TO “EXHIBIT F”
PNC BANK MARKS

1. The PNC Marks that are licensed under the terms of this Web Linking Agreement are:

   PNC Logo, PNC bank name in text form, pnc.com

2. University agrees to use the PNC Marks in accordance with the standards set forth below:

   a. PNC must approve the “PNC” name being used.
   b. When using the PNC names, never alter (such as by changing the case or otherwise) or combine those names with any other words
   c. Use original reproduction artwork, never create your own PNC logo, or alter the original in any way
   d. The PNC logo may ONLY be printed in black or in a color or colors approved by PNC
   e. The PNC logo may be reversed out of a dark color to white

PNC Bank shall pre-approve all uses of the PNC Bank Marks.
TO "EXHIBIT F"
UNIVERSITY MARKS

[UNIVERSITY MUST PROVIDE PRIOR TO PNC BANK DRAFTING THE FINAL AGREEMENT]

[The University marks, logos and other graphics that are licensed under the terms of the Web Agreement are:]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done the date first written above.

FOR THE CONTRACTOR:

[Signature]
President or Vice President of Corporate Contractor
(Circle Title)

[Signature]
Secretary or Treasurer of Corporate Contractor
(Circle Title)

FOR THE UNIVERSITY:

[Signature]
President

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

[Signature]
Vice President for Finance and Administrative Affairs

[Signature]
Assistant Vice President of Finance

APPROVED AS TO FORM AND LEGALITY

[Signature]
University Legal Counsel

[Signature]
Deputy Attorney General

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.

ALL SIGNATORIES ON BEHALF OF CONTRACTOR MUST EXECUTE CONTRACTOR RESPONSIBILITY CERTIFICATION IN PARAGRAPH 13(f) OF THIS CONTRACT.