

UNIVERSITY BANKING SERVICES AGREEMENT

THIS UNIVERSITY BANKING SERVICES AGREEMENT (“Agreement”) is effective as of the 1st day of August, 2012 (“Effective Date”), and entered into by and between Wilkes University having offices at 84 West South Street, Wilkes-Barre, PA 18766, (“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) Intentionally omitted.

(e) “Constituents” shall mean University’s students, faculty, and staff on all its campuses collectively.

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

(g) “Force Majeure” shall have the meaning given that term in Section 21 below.

(h) “New Student List” shall mean an annual list of the home addresses of newly enrolled incoming first-year and transfer students at the University attending the new student orientation, who have not opted-out of disclosure of their directory information pursuant to the

University's FERPA policy. This list shall be used by the University to mail PNC Bank's Program materials in advance of the listed students attending New Student Orientation.

(i) "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.

(j) "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.

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

(l) "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 C** attached hereto and incorporated herein by this reference.

2. TERM

This Agreement shall commence on the Effective Date and shall terminate on December 31, 2017, (the "Term"), unless sooner terminated as otherwise provided herein. Upon mutual agreement of the parties, this Agreement shall renew up to Five (5) times for successive terms of One (1) year each (each a "Renewal Term"). The Initial Term and the Renewal Term may be referred to herein as a "Term".

3. ROYALTY, PAYMENT TERMS

(a) Program Goals. The parties agree to the following Program Goals during the Term of this Agreement. Account numbers are based on a January-December calendar year. Program Goals may be adjusted only by mutual consent.

	2012	2013	2014	2015	2016	2017
Student-New Checking Accounts	325	360	400	400	400	400
Faculty & Staff -New Checking Accounts	0	0	0	0	0	0
Program Goal Total	325	360	400	400	400	400

(i) Each January of the Term, beginning with January 2013, the parties shall conduct an annual review of the performance of the previous calendar year. The review shall

include a comparison of the actual performance to the scheduled Program Goals. In the event the parties agree to extend the Term for an additional one (1) year, the Program Goals and Royalty shall be negotiated by the parties in good faith.

(b) Royalty Payments. 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:

<u>Year</u>	<u>Amount</u>
2012	\$5,000
2013	\$10,000
2014	\$12,000
2015	\$12,000
2016	\$12,000
2017	\$14,500

(i) In the event the University fails to achieve the Program Goals by category as stated in Section 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).

(ii) Notwithstanding subsection 3(b)(i), 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 (a) 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 (b) an amount equal to two-thirds (2/3rds) of the Royalty stated in paragraph 3(b) for the applicable calendar year.

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

Percentage Program Goal Total is Exceeded	Percentage of Additional Royalty (Maximum allowed - 20%)
1%	1%
2%	2%
3%	3%
4%	4%
5%	10%
6%	11%
7%	12%
8%	13%

9%	14%
10% or greater	20%

(iv) The annual Royalty will be paid no later than the first day of February of the year following the calendar year to which the payment relates.

YEAR	PAYMENT	Due Date
2012	\$5,000	February 1, 2013 for 2012
2013	\$10,000	February 1, 2014 for 2013
2014	\$12,000	February 1, 2015 for 2014
2015	\$12,000	February 1, 2016 for 2015
2016	\$12,000	February 1, 2017 for 2016
2017	\$14,500	February 1, 2018 for 2017

(v) The University's failure to meet the Program Goals for each category delineated in Section 3(a) above, shall not adversely affect its ability to receive Royalties as set forth in this Section 3 for any year in which the Program Goal Total is met.

(vi) 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.

(vii) Within sixty (60) days of the signing of a formal agreement PNC Bank shall pay University: **\$10,000.00**.

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; and opening new Accounts. The 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 Check[®] Card. PNC shall have the exclusive right to issue the co-branded Visa Check Card. PNC Bank will issue the Visa Check 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.

(e) PNC agrees to comply with all applicable laws in the performance of all actions taken in connection with this Agreement, including, but not limited to, compliance with the Credit Card Accountability Responsibility and Disclosure Act of 2009, 15 U.S.C. § 1601 et seq., including its requirements regarding the protection of young consumers; the Truth in Lending Act, 15 U.S.C. § 1650, 15 U.S.C. § 1637 as amended; the Truth in Savings Act, 12 U.S.C. § 4301 et seq., and the CAN-SPAM Act of 2003, 15 U.S.C. § 7701, and their implementing regulations.

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.

6. 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; and

(iii) Upon prior approval from the University, 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 including tabling by PNC Bank at mutually-agreed upon University events such as freshmen orientations, student fairs, etc. no less than four (4) times each year of the Term;
2. Permitting the conduct by PNC Bank of direct mailings to the home addresses listed on the New Student List including transfer students;
3. 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);
4. Providing PNC Bank preferred access to common areas for mutually-agreed upon tabling events throughout the year;
5. Permitting from time to time on-campus financial seminars at mutually agreed upon venues, pre-approved by University and at no cost to the University;
6. Supporting agreed-upon student events to be sponsored by PNC Bank; and
7. Providing a web link from University's key student web areas on the University's web site to a customized site at www.pnc/University.

Faculty/Staff:

1. 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; and

2. Advertising by PNC Bank in University publications and mailings at agreed-upon fees.

(a) Grant PNC Bank ATM deployment privileges on campus for a minimum of 2 ATMs as of the Effective Date. The ATMs (and the associated grant of ATM privileges with respect these 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.

(b) Acknowledge PNC Bank's option to impose a surcharge for the non-affiliated PNC Bank account 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 Wilkes-Barre area. 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.

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 and Privacy Act (FERPA), other applicable laws and regulations, and University's policies and procedures. Except for the files contemplated with respect to the linking service, University shall not be obligated to provide any information to PNC Bank which would require University to obtain the relevant individual's written consent prior to doing so.

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:

Offer the Program to Constituents which shall include, among other things:

- Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa[®] Check Card check card which will allow point of sale and ATM transactions everywhere the Visa[®] logo is displayed; and
- Collaborate with the University to develop educational programs geared towards developing student financial awareness and responsibility.

8. JOINT OBLIGATIONS

(a) The parties agree that they shall:

- (i) Issue a press release, jointly approved, upon execution of this Agreement;
- (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) Engage in good faith discussions regarding the design and potential issuance of a co-branded Visa® Check Card. Each party will assume responsibility for its own cost to invest in the exploration of this initiative with employee time, information gathering and data development.

(i) PNC shall have the exclusive right to issue the co-branded Visa Check Card. PNC Bank will issue the Visa Check 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)

(ISO GCL 1998 Form or equivalent required)

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, Crime, and Automobile Liability policies. If PNC Bank fails to maintain any of this insurance, University shall have the right, but not the obligation, to purchase any such insurance at PNC Bank's expense. 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.

(b) University shall maintain or cause to be maintained, at no expense to PNC Bank, during the Term hereof, such fire and casualty insurance policies and public liability coverage in such amounts and on such terms as University considers appropriate in an amount not less than \$1,000,000.00.

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, and does not violate, conflict with or constitute a breach under any articles of incorporation or charter, bylaw, law, regulation, contract or obligation applicable to University;

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

(iv) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the execution, delivery and performance by University of this Agreement;

(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. Upon written approval by the University, 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) PNC Bank must have University's prior written approval for any advertising materials that are included in University's publications, which consent shall not be unreasonably withheld, conditioned or delayed. Such advertisement placement by PNC Bank shall be at the standard publication rate for publications owned or operated by University.

(d) 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) Indemnification by University. University shall indemnify and hold harmless PNC Bank, its Affiliates and their respective officers, directors, employees, and agents from and against all loss, cost, damage, liability, claim, expense (including reasonable legal fees and expenses), judgment and fine of any nature whatsoever (collectively "Losses") arising directly or indirectly, out of or relating to the following:

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

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

(b) Indemnification by PNC Bank. PNC Bank shall indemnify 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 Indemnified 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.

15. TAXES

(a) The University warrants that it 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.

(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. 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) Either party may terminate this Agreement in the event that any material change in applicable laws makes the performance of this Agreement illegal or unduly burdensome by providing the other party with ninety (90) days prior written notice that includes a reasonably detailed description of the change in applicable laws and its impact on the terminating party.

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. In the event of a breach of the foregoing, the non-breaching party shall be entitled to specific performance, including the right to seek preliminary and permanent injunctive relief against the breaching party, as its sole and exclusive remedy.

(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, or in defense of any claims or causes of action 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.

(d) Upon termination or expiration of this Agreement, PNC shall return to the University (i) all current and prior New Student Lists and Student Lists in PNC's possession and (ii) all contact data for faculty and staff except for those students/faculty/staff who have already utilized a Financial Service prior to the date of the expiration/termination (collectively the "Returned Information"). PNC shall not retain any copies of the Returned Information. PNC shall provide a sworn statement within thirty (30) days after termination/expiration regarding its compliance with this section.

19. ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto, if any, 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. If there is a conflict between the terms of this Agreement and any Schedule or Exhibit attached hereto, the terms of this Agreement shall control.

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:

Wilkes University
84 West South Street
Wilkes-Barre, PA 18766
ATTN: Vice President, Finance & General Counsel

With a copy to:

Wilkes University
84 West South Street
Wilkes-Barre, PA 18766
ATTN: University Controller

If to PNC Bank, then to:

PNC Bank, National Association
Two PNC Plaza
620 Liberty Avenue
13th Floor
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.

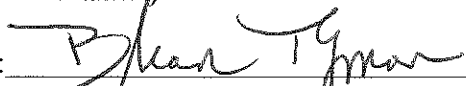
29. COUNTERPARTS

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

Signature Page to Follow

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: BRIAN TYNAN

Title: VICE PRESIDENT

Date: 10-2-12

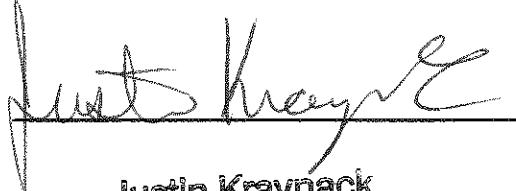
Wilkes University
("University")

By: 

Name: **LOREN PRESCOTT**

Title: **V.P Finance & General Counsel**

Date: 9/5/12



Justin Kraynack
Director Procurement & Finance Systems

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
Intentionally Omitted

EXHIBIT C
UNIVERSITY MARKS

EXHIBIT D
PNC BANK MARKS

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EXHIBIT A
MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT (“ATM Agreement”), is effective as of the 1st day of August, 2012 (“Effective Date”), and entered into by and between Wilkes University, having offices at 84 West South Street, Wilkes-Barre, PA 18766, (“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) At least one ATM will be an Advanced Function ATM that can dispense cash, accept deposits, cash checks, transfer funds between accounts and provide statements. The remaining 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) 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. PNC Bank agrees that any surcharge it imposes will be consistent with fees charged to similar users at PNC Bank branches in the Wilkes-Barre area.

(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 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 upon written request of the University.

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.

University shall maintain or cause to be maintained, at no expense to PNC Bank, during the Term hereof, such fire and casualty insurance policies covering the Locations and related machinery, Equipment and improvements (excluding the ATMs and related Equipment and Installations), and general liability coverage with respect to the Locations, as is generally maintained by University at similar Locations. In the event University is self-insured for the coverage hereunder, it shall provide PNC Bank with proof of self-insurance by submitting (a) a letter stating that fact, (b) University's most recent financial statement, and (c) a state certification from University's state of incorporation. PNC Bank shall be responsible for maintaining or causing to be maintained, at its expense, such fire, casualty, theft, and public liability insurance of and with respect to the ATMs and related Equipment and Installations as PNC Bank considers appropriate.

Each party 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.

Each party shall, upon request, provide to the other such evidence as shall be reasonably

requested of the maintenance of required insurance.

13. Intentionally omitted

14. **Term and Termination**

This ATM Agreement shall commence on the Effective Date and shall continue until the Banking Services Agreement expires or is otherwise terminated.

15. **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
Self Service Banking
1600 Market Street, 9th Floor
Philadelphia, PA 19103
ATTN: James Walker
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

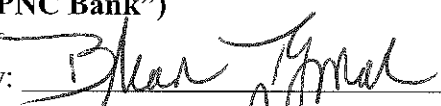
If to University:
Wilkes University
84 West South Street
Wilkes-Barre, PA 18766
ATTN: VP, Finance & General Counsel

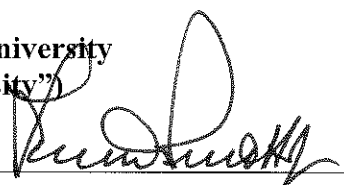
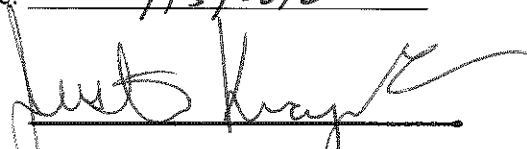
With a copy to:
Wilkes University
84 West South Street
Wilkes-Barre, PA 18766
ATTN: University Controller

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.

PNC Bank, National Association
("PNC Bank")
By: 
Title: Vice Pres
Date: 10-2-12

Wilkes University
("University")
By: 
Title: **LOREN PRESCOTT**
V.P Finance & General Counsel
Date: 9/5/10

Justin Krayneck
Director Procurement & Finance Systems

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:

84 West South Street
Wilkes-Barre, PA 18766

2. University's Interest in Location:

Owner

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

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 X No ____

If Yes, list all holders of a security interest. General Collateral to Bondholders _____

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 August 1, 2012 between PNC Bank and University.

University: Justin Kraynack Justin Kraynack
Director Procurement & Finance Systems
PNC Bank: [Signature]

**SCHEDULE A-2
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:

148 South Main Street
Wilkes-Barre, PA 18766

2. University's Interest in Location:

Owner

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

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

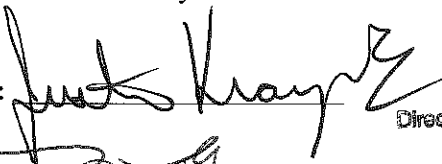
If Yes, list all holders of a mortgage lien. _____

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

If Yes, list all holders of a security interest. General Collateral to Bondholders _____

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 August 1, 2012 between PNC Bank and University.

University:  **Justin Kraynack**
Director Procurement & Finance Systems


PNC Bank: 

EXHIBIT C

UNIVERSITY MARKS

University Marks and associated standards can be found at the following URL:

<http://www.wilkes.edu/pages/3288.asp>

EXHIBIT D
PNC BANK MARKS

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



® (Powerlink Logo)

PNC Bank

PNC Advisors

2. Florida Institute of Technology agrees to use the PNC Bank Marks in accordance with the standards set forth below:
- a. Do not abbreviate the name to “PNC”
 - b. When using the PNC Bank name in text as it is here, always present it as two words and display the word “Bank” in upper and lower case
 - c. Use original reproduction artwork, never create your own PNC Bank logo, or alter the original in any way
 - d. The PNC Bank logo may ONLY be printed in black or in our corporate color PMS 287
 - e. The PNC Bank logo may be reversed out of a dark color to white

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

**FIRST AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT**

THIS FIRST AMENDMENT to the University Banking Services Agreement (the "First Amendment") is made and entered into this 11th day of May 2016, (the "First Amendment Effective Date"), by and between Wilkes University, ("University") and PNC Bank, National Association, a national banking association with its principal office located at 300 Fifth Avenue, Pittsburgh, PA 15222, ("PNC Bank"). This First Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendment(s) and the Agreement constitute a single revised Agreement. All capitalized terms used in this First Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated August 1, 2012, (the "Agreement");

WHEREAS, PNC Bank and University have agreed to amend certain terms of the Agreement in accordance with the provisions set forth in this First Amendment.

NOW therefore, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 25. Notices, is hereby revised to update the addresses as follows:

If to University then to: Wilkes University 84 West South Street Wilkes-Barre, PA 18766 Attn: VP, Finance & General Counsel	It to PNC Bank, then to: PNC Bank, National Association 300 Fifth Avenue, 23rd Floor Pittsburgh, PA 15222 Attn: Manager, University Banking
With a copy to: Wilkes University 84 West South Street Wilkes-Barre, PA 18766 Attn: University Controller	With a copy to: PNC Bank, National Association 300 Fifth Avenue, 19th Floor Pittsburgh, PA 15222 Attn: Chief Counsel, Retail Banking

2. **New Exhibit E, Department of Education Cash Management Compliance Agreement, ("CM Agreement"), is hereby added and attached hereto and incorporated by reference into the Agreement.**
3. **The University may terminate the Agreement in accordance with the termination provisions set forth in the CM Agreement.**
4. **All provisions of the Agreement not specifically mentioned in this First Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.**

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


PNC Bank, National Association
("PNC Bank")

By:  _____
Nicholas Certo

Title: Senior Vice President

Date: 5/13/2016

Wilkes University
("University")

By:  _____
Loren D. Prescott

Title: VP Finance & General Counsel

Date: 5/13/2016

EXHIBIT E

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), is entered into this 11th day of May 2016, by and between Wilkes University, a private, not-for-profit institution of higher education organized and operated under the laws of the State of Pennsylvania, having offices at 84 West South Street, Wilkes-Barre, PA 18766 ("University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This CM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement dated August 1, 2012 between University and PNC Bank (the "Agreement"). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

WHEREAS, the parties have entered into the Agreement under which certain specified services create a Tier Two Arrangement; and

WHEREAS, the University has to comply with the DoE Regulation requirements for Tier Two Arrangements, that include the direct marketing of a Financial Account.

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

1. Definitions

- (a) "Access Device" shall mean a card, code, or other means of access to the PNC Financial Account, or any combination thereof, that may be used by a student to initiate electronic fund transfers.**
- (b) "Award Year" shall mean each year during the Term of the Agreement in which the University is entitled to receive compensation as defined under the Agreement, (e.g., royalties, rent, etc).**
- (c) "Customer Complaint" shall mean when a PNC Bank customer, prospective customer or other user of PNC Bank's or University's products or services who is also a full or part time student of the University, expresses dissatisfaction with PNC Bank's products, services and/or business practices within the scope of the engagement between the PNC Bank and University, regardless of whether such dissatisfaction is expressed verbally, in writing or by electronic or other means. Customer Complaints shall be handled according to the University policies.**
- (d) "Direct Marketing" shall mean: (i) the University communicating information directly to its students about the PNC Financial Account and how it may be opened; (ii) The PNC Financial Account or Access Device is cobranded with the institution's name, logo, mascot, or other affiliation and is marketed principally to students at the institution; or (iii) A card or tool that is provided to the student for institutional purposes, such as a student ID card, is validated, enabling the student to use the device to access a financial account.**

- (e) **“DoE Regulation” shall mean the Department of Education Regulation for Cash Management, as amended from time to time, (34 CFR 668).**
- (f) **“Effective Date” shall mean July 1, 2016.**
- (g) **“Financial Account” shall mean a student’s or parent’s checking or savings account, prepaid card account, or other consumer asset account held directly or indirectly by the Financial Institution.**
- (h) **“Financial Institution” shall mean PNC Bank.**
- (i) **“PNC Financial Account” shall mean any Financial Account offered by PNC Bank under the Agreement, (which does not include credit cards).**
- (j) **“Tier Two Arrangement” shall mean that an institution located in a State has a contract with a financial institution, or entity that offers financial accounts through a financial institution, under which financial accounts are offered and marketed directly to students enrolled at the institution.**
- (k) **“Title IV” shall mean Title IV of the Higher Education Act of 1965, as amended, and any rule, regulation, instruction or procedure issued by the Secretary.**

2. Student Choice

- (a) **By July 1, 2016, in accordance with the DoE Regulation, the University will establish a process which includes multiple options for students, to receive direct payments for Title IV program funds. Financial Institution does not provide any Title IV payment services on behalf of the University.**
- (b) **For the benefit of its students and in accordance with the DoE Regulation, the University shall provide a list of the major features and fees commonly assessed with the PNC Financial Account, (the “PNC List”).**
 - (1) **In order to create the PNC List, the University and PNC shall, as applicable, comply with the provisions of Section 4 and 5 of this CM Agreement.**
- (c) **The parties, will use commercially reasonable efforts to ensure the PNC List satisfies the requirements regarding the format and content established by the Department of Education Secretary, on or after, July 1, 2017.**

3. Customer Complaints

In the event that University has a direct relationship with or direct contact with PNC’s customers during the term of this Agreement and the University receives a Customer Complaint about PNC that (i) the University is unable to resolve, or (ii) becomes public

knowledge (e.g., media), or (iii) raises questions related to compliance with applicable law, University shall immediately, notify PNC Bank and deliver to PNC Bank a written summary or copy of such Customer Complaint along with associated correspondence and information.

4. University DoE Regulation Compliance

(a) **Student Consent.** The University is required to ensure that student consent has been obtained by the Financial Institution prior to opening a PNC Financial Account. The Financial Institution complies with the applicable laws that govern the account opening process. Therefore, the Financial Institution always secures the student's consent prior to opening a PNC Financial Account. The Financial Institution has reviewed its account opening policy with the University and the University has concluded the student consent requirement is deemed satisfied.

(b) **Student Choice.** The University shall provide the PNC List to the student as set forth in Section 2(b) above.

(c) **Agreement.** In accordance with the effective date set forth in the DoE Regulation, the University shall disclose, on the University website, a copy of the Agreement and Amendments.

(1) In order to satisfy the requirements of this Section 4(c), University shall comply with the provisions of Section 5 of this CM Agreement.

(d) Compensation and PNC Financial Account Data

(1) In accordance with the effective date set forth in the DoE Regulation, the University may be required to disclose on the University website, in a manner defined by the Secretary of Education, certain information, which may include direct or indirect compensation, regarding the most recently completed Award Year under the terms of the Agreement.

(2) The University may also be required to disclose certain information regarding the number of students who had PNC Financial Accounts, the amount of fees incurred, at any time during the most recently completed Award Year, by students who have PNC Financial Account(s), as a result of the Agreement, ("PNC Financial Account Data"). In addition, and in accordance with the effective date set forth in the DoE Regulation, the University shall provide the Department of Education Secretary with an up-to-date URL so this information can be published in a centralized database accessible to the public.

(3) In order to satisfy the requirements of this Section 4(d), University shall comply with the provisions of Section 5 of this CM Agreement.

- (e) The University shall provide the Financial Institution with sixty (60) days prior notice of its intent to comply with Sections 2(b), 4(c), and 4(d). The University shall also provide, when requested, a copy of the Agreement or up-to-date URL that will be used to comply with the DoE Regulation.
- (f) ATMs. The University has determined the ATM requirements set forth by the DoE Regulation are satisfied pursuant to the ATM License Agreement which is an exhibit to the Agreement.
- (g) Best Interest of the Students. During the Term of the Agreement the University will conduct reasonable due diligence reviews in a manner and frequency defined by the Secretary of Education, to ascertain whether the fees charged by PNC Bank to customers who have obtained the PNC Financial Account are, considered as a whole, consistent with or below prevailing market rates, (the "Review").
- (1) The University shall provide PNC Bank with a copy of the results of each Review within fifteen (15) days from the completion of the review.
 - (2) The DoE Regulation requires the University have the right to terminate the Agreement should the findings of the Review disclose the PNC Financial Account fees are not considered as a whole, consistent with or below prevailing market rates. Additionally, the DoE Regulations requires that the University have the right to terminate the Agreement should it receive Customer Complaints from PNC customers who are full or part time students of the University. The Review or results from Customer Complaints shall be, collectively or individually, deemed a reason for termination by the University, ("DoE Cause for Termination")
- (a) The University agrees that, prior to terminating the Agreement under this Section 4(g)(2), the University shall enter into a sixty (60) day discussion period with Financial Institution (the "Discussion Period"). During said Discussion Period the University and Financial Institution shall review the findings of the DoE Cause for Termination, to determine if it is inaccurate, non-conclusive, or if corrective action is necessary by the Financial Institution for those items deemed unsatisfactory by the or the result of Customer Complaints.
- (i) if the parties mutually agree the findings are inaccurate or non-conclusive the Agreement shall remain in full force and effect;
 - (ii) if the parties determine corrective action is required they will negotiate in good faith to establish a commercially reasonable plan to address those items considered unsatisfactory in the Review or results from Customer Complaints, (the "Plan"). The Financial Institution shall begin implementation of the Plan within sixty (60) days from the date upon which the parties mutually agree to the Plan

in writing. The implementation period for the Plan shall not exceed forty-five (45) days from the date upon which the parties mutually agree to the Plan in writing, (the "Plan Implementation Period").

- (b) If the parties cannot agree to a Plan, then the University may terminate the Agreement upon ninety (90) days written notice to the Financial Institution. The University shall provide such notice no later than fifteen (15) days after the expiration of the Discussion Period. This shall not be deemed a condition of default by the Financial Institution under the Agreement.

5. DoE Compliance Information

In order to comply with the DoE Regulation, the University may be required to disclose information that is deemed by the Financial Institution to be proprietary and/or confidential in nature, ("DoE Compliance Information"). In order to ensure that no unintended harm is caused to either party, the University agrees to the following:

- (a) The University must always request any and all information regarding the Agreement or the PNC Financial Account(s) from the Financial Institution, including but not limited to: (i) PNC Financial Account Data, or information related thereto; (ii) information used to derive the PNC List; and (iii) any other information, including the Agreement, which is required to be disclosed under the DoE Regulation.
- (b) The University shall not provide any DoE Compliance Information which references PNC Bank, its products or services without the prior written approval of the Financial Institution, which approval shall not be unreasonably withheld.
- (c) The Financial Institution reserves the right to revise the DoE Compliance Information as deemed necessary to ensure the accuracy of any information that is provided by the University, regarding the Financial Institution, the PNC Financial Account, and any other information related thereto.
- (d) The Financial Institution shall provide to the University, in its reasonable discretion, all information requested under Section 5(a) of this Agreement to assist University with its DoE Regulation Compliance.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND
SIGNATURE PAGE TO FOLLOW]**

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

WILKES UNIVERSITY

By: 

Name: Loren D. Prescott

Title: VP Finance & General Counsel

Date: 5/13/2016

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Nickolas Certo

Title: Senior Vice President, University Banking

Date: 5/13/2016

**SECOND AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT**

THIS SECOND AMENDMENT to the University Banking Services Agreement (the "Second Amendment") is made and entered into this 28th day of November, 2017, (the "Second Amendment Effective Date"), by and between Wilkes University, ("University") and PNC Bank, National Association, a national banking association with its principal office located at 300 Fifth Avenue, Pittsburgh, PA 15222, ("PNC Bank"). This Second Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendment(s) and the Agreement constitute a single revised Agreement. All capitalized terms used in this Second Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated August 1, 2012, amended May 11, 2016 (the "First Agreement");

WHEREAS, PNC Bank and University have agreed to amend certain terms of the Agreement in accordance with the provisions set forth in this Second Amendment.

NOW therefore, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term of the Agreement is hereby extended for one (1) year, terminating on December 31, 2018.
2. The Program Goal and Royalty Payment for 2018 shall be identical to those for 2017 (400 and \$14,500, respectively), and the due date for the 2018 Royalty Payment shall be February 1, 2019.
3. All provisions of the Agreement not specifically mentioned in this Second Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.


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

**PNC Bank, National Association
("PNC Bank")**

**Wilkes University
("University")**

DocuSigned by:

By: 02441D0A9746450...
Nickolas Certo

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By: 9D05D6C9AC854A6...
Loren Prescott

Title: Senior Vice President

Title: VP Finance & General Counsel

Date: 12/4/2017 | 9:44 AM EST

Date: 11/28/2017 | 11:29 AM EST