

UNIVERSITY BANKING SERVICES AGREEMENT

THIS AGREEMENT (HEREINAFTER REFERRED TO AS "AGREEMENT") IS MADE THIS 1st day of [redacted] 200[redacted] between [redacted] and [redacted]

Date: [redacted] and between the University of [redacted] and [redacted]

2. TERM

This Agreement shall commence on the Effective Date and shall terminate on December 31, 2010, unless earlier terminated in accordance with Section 17 ("Term").

3. PRICING, PAYMENT TERMS

(a) Each January of the Term, beginning with January, 2006, the parties shall conduct an annual review of the performance of the applicable year of the Program compared to the agreed upon Program Goals outlined below:

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Student Account	360	760	800	825	850	900
WorkPlace Account	<u>35</u>	<u>80</u>	<u>85</u>	<u>90</u>	<u>95</u>	<u>100</u>
TOTAL	395	840	885	915	945	1,000

Account numbers are based on a January-December annual period.

(b) If the Program Goals have been met, PNC Bank shall pay University the following amounts:

<u>Year</u>	<u>Amount</u>
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(\$100,000 for 2006 for 2005 new Account production)

EMPLOYEES

nothing in this Agreement shall be

[University support in planning on-campus financial seminars

www.pncbank.com/us

Faculty/Staff:

- On-campus direct mail and e-mail as mutually agreed upon

royalty-free right to use certain designated trade names, trademarks, service marks, designs, logographics, symbols that have come to be associated with University, and other materials held or owned by University as part of the University's branding. PNC Bank makes use of the material in such a manner as agreed by

University;

(e) Process all applications for Financial Services as submitted by University's students, faculty, staff, and graduating seniors in accordance with PNC Bank procedures;

Provide all information, including financial and other disclosures, as

required by law; and

Provide all information to University students, faculty and staff and graduating seniors who open an account

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 Depositors Forgery Coverage

University as an additional insured on PNC Bank's General Umbrella

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;

(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 will (A) endorse the Program, and (B) allow PNC Bank the exclusive right to offer the Program to University's current faculty, staff, and students.

(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.

delivery and performance of this Agreement are within PNC

... to do so

[Redacted]

... DNC Bank equal priority placement of advertisements to that of other

[Redacted]

(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:

NO PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR
PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS

(a) Except as expressly provided below, 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 Representatives, as defined below, is referred to hereinafter as "Confidential Information." Confidential Information shall include, without limitation, all ~~below: know-how, processes, software, databases, trade secrets, contracts, proprietary information, all~~

... (b) (5) - Confidentiality (A) was known by the receiving party, prior to its disclosure, without any obligation

[REDACTED]

All notices which either party may be required or desire to give to the other party shall be in writing and
to be hand delivered in writing to the applicable party, or if sent by

[REDACTED]

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 performance of any provisions shall not constitute any

EXHIBIT A

MASTER LICENSE AGREEMENT

[The following text is heavily redacted with black bars and is therefore illegible.]

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;

_____ entities owning or holding title to or liens upon or leases. security

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(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 ATM will remain technologically current with the prevailing standards in the banking industry and

(ii) it shall not use or permit the use of University's name or logo without prior approval of University; notwithstanding the foregoing, this section is not intended to nor does it restrict, after prior consent by University, the use of University's name by PNC Bank, in the ordinary course of its business or

through its internal communications to employees.

(c) Confidentiality is subject to the provisions of the Agreement.

9. Joint Marketing Plan

(a) University and PNC Bank agree to jointly market the establishment of PNC Bank ATMs in University's Locations.

(b) Each party shall have the right of prior approval of advertising to be used by the other party hereto which incorporates reference to such party. It is agreed that University

12. 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. Upon request by the University, PNC Bank will provide University with quarterly reports of the performance of the ATMs.

13. Security

- (a) University shall maintain security at the Locations located in the interior of University Campus buildings ("the Interior Building Sites"), located at the exterior of University Campus buildings ("the Exterior Building Sites"), and located at a parking or other free standing area at a University Campus (the "Exterior Free Standing Sites") in accordance with its standards for security generally at University Interior Building Sites, University Exterior Building Sites, and University Exterior Free Standing Sites, respectively.

maintenance of required insurance.

hold PNC Bank harmless from and against all loss, liability, cost or expense (including reasonable attorneys' fees) of injury to persons or property arising out of the negligent acts or omissions of University's employees, except as expressly covered by PNC Bank's indemnity stated below.

IN WITNESS WHEREOF, intending to be legally bound, the parties have duly executed this ATM Agreement on the date stated below.

PNC Bank, National Association
("PNC Bank")

University of Scranton
("University")

By: _____

By: _____

Title: _____

Title: _____

Date: 9-8-05

Date: _____

EXHIBIT 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 Installation of an ATM:

2. University's Interest in Location:

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

machinery and Equipment installed therein:

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth in the Business Agreement dated

EXHIBIT A-1

11. Transfer back to licensee to DNC Bank the right to install, maintain, service, repair, replace and operate

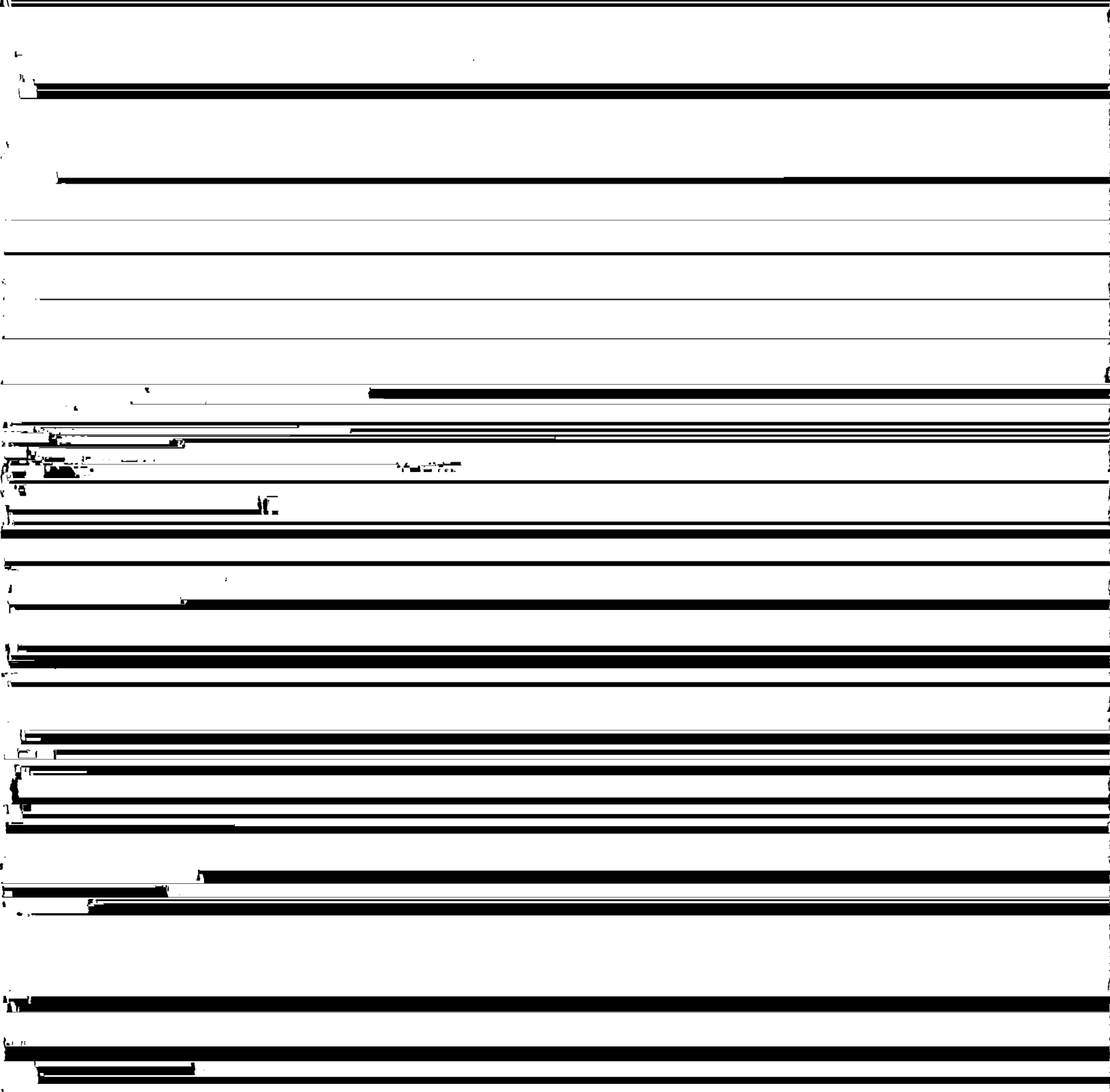


EXHIBIT A-2

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 Installation of an ATM:
Hyland Hall

2. University's Interest in Location:
Owner

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

4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, machinery and Equipment installed therein:
None

5. Other:
None

and made a part hereof for all purposes as though set forth

ATTACHMENT A

Requirements for Use of Licensed Marks

1. The University of Scranton's colors are purple and white. For purple, the University's official PMS color is 269.
2. The University of Scranton was established in 1888.
3. Low-resolution images of School's licensed marks that are suitable for use on the Web are available at www.scranton.edu/identitymarks.
4. High-resolution images of School's licensed marks that are suitable for use on merchandise and other goods can be downloaded at the following site:

<http://matrix.scranton.edu/identitymarks/images/identitymarks.html>

Username:

Password:

The University of Scranton should be used whenever possible

UNIVERSITY BANKING SERVICES AGREEMENT

FIRST AMENDMENT

(B) the following financial services shall be offered by PNC Bank with preferred access to Employees: Virtual Wallet @ PNC Bank as branded check

cards; Workplace checking, certificate of deposit, money market accounts; mortgages; loans; as well as individual retirement accounts.

2. Section 2 is amended to provide that the Agreement shall terminate on December 31, 2014.

3. Section 3 is amended to replacing current subsection (a) with the following:

	<u>Annual Goals</u>				
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Student	775	775	775	775	775
WPB	35	35	35	35	35
<u>Total</u>	<u>810</u>	<u>810</u>	<u>810</u>	<u>810</u>	<u>810</u>

4. Section 3 is amended by replacing current chart in subsection (b) with the following:

<u>Year</u>	<u>Target Amount</u>
2010	\$30,000
2011	\$30,000
2012	\$45,000
2013	\$55,000
2014	\$65,000

Total of \$245,000 (including \$20,000 signing bonus) for a 5-year contract

7. Exhibit D "Student Payment Solutions Agreement" is attached and incorporated

by reference into the Agreement.

8. A new Exhibit C " Web Linking" is attached hereto and incorporated by reference into the Agreement.

PNC Bank, National Association

University of Scranton

"Scranton"

By: _____

By: _____

Title: _____

Title: _____

Date: _____

4/5/10

Date: _____

4/11/10

THIS STUDENT PAYMENT SOLUTIONS AGREEMENT (the "Payment

Solutions Agreement") is effective as of July 1, 2010 (the "Effective Date") and is

entered into by and between the University of Scranton ("University") and PNC Bank, National Association, a national banking association, ("PNC Bank"). This Payment Solutions Agreement constitutes Exhibit B to and is an integral part of the Banking

the approval of the University. The website will allow payees to select how they wish to receive payments from the University from among the following options:

- Direct deposit into a PNC Bank Checking Account
- ACH to other bank account

If the student does not select a payment option on the website, the payment shall be mailed to the student's address as provided by the University.

PNC Bank will provide customer service to support the Payment Solutions Service from 7:00 A.M. to 10 p.m. Monday through Friday, and 8 a.m. to 5 p.m. on Saturday and Sunday, excluding federal holidays

PNC will provide the Payment Solutions Administrator with monthly reports and

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11-11 IT [redacted] under Section 2(a) above or maintained

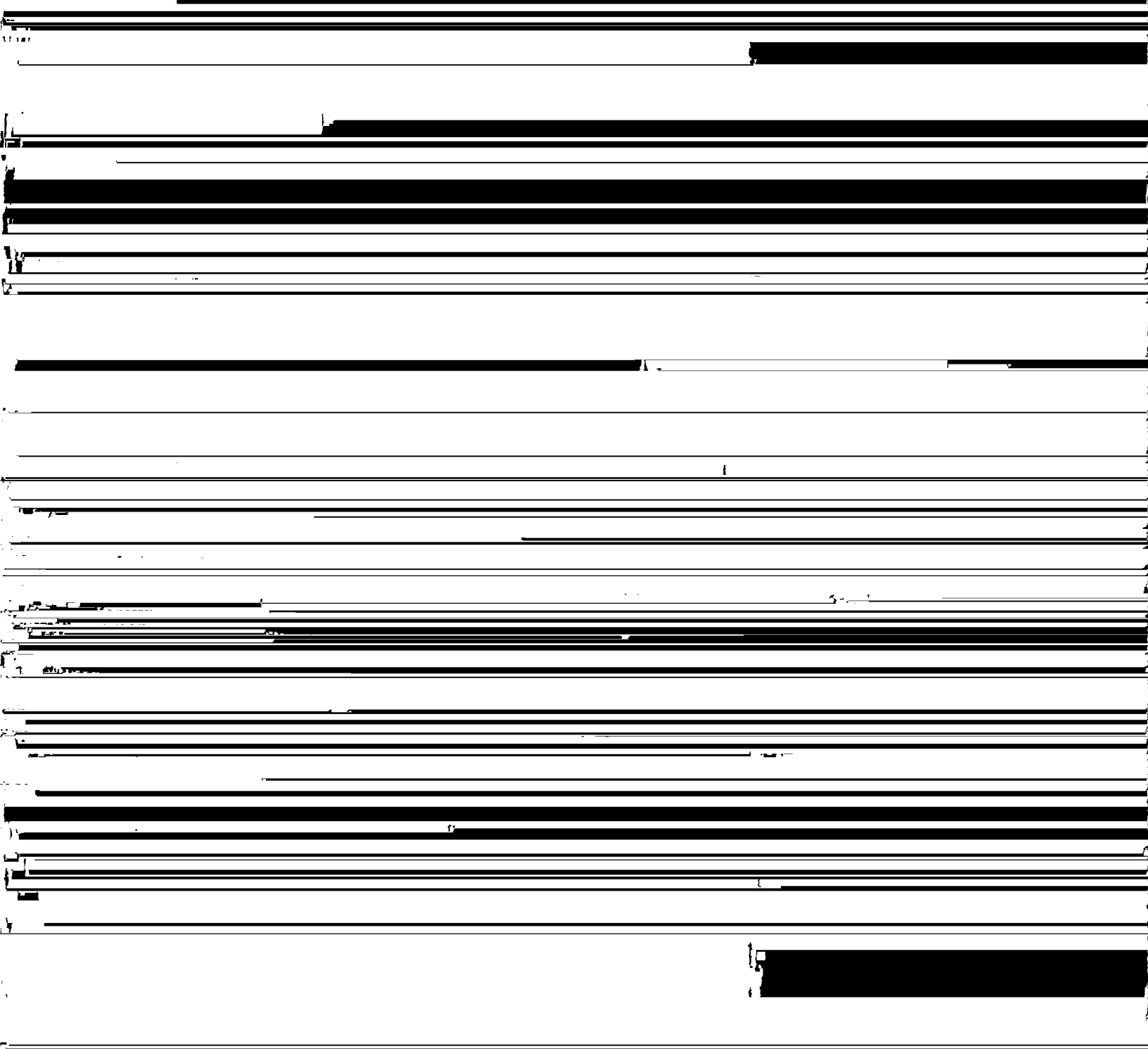
AMENDMENT TO EXHIBIT B
STUDENT PAYMENT SOLUTIONS AGREEMENT

This Amendment is made part of and modifies the Student Payment Solutions Agreement

EXHIBIT C

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this "Web Agreement") is entered into by and between the University of Scranton ("University"), and PNC Bank, National Association, a ~~financial institution~~ ("PNC Bank"). This Web Agreement is an exhibit to and an



2. TERM AND TERMINATION

In addition, this Web Agreement may be terminated by either party upon

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Web Linking Agreement on its behalf, as of the Effective Date.

UNIVERSITY OF SCRANTON

By: _____

Name: _____

Title: _____

FEDERATION OF UNIVERSITY ASSOCIATIONS

By: _____

Name: _____

Title: _____

Schedule A

PNC BANK MARKS

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



® (Powerlink Logo)
PNC Bank

University 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~~

SECOND AMENDMENT

THIS SECOND AMENDMENT to the University Banking Services Agreement (the "Second

Section 24) of the Agreement is hereby deleted in its entirety and replaced in its

entirety with the following:

Annual Payment

Annual payments to be made each year within sixty (60) days of the end of the previous calendar year if the annual net account production goals are met for the calendar year.

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

Signing Bonus

DNC Bank shall pay University a Twenty Thousand Dollar (\$20,000.00) signing bonus. The

[REDACTED]

[REDACTED]

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[REDACTED]

in writing by the University.

7. Section 17, of the Agreement, "RIGHTS OF TERMINATION." is hereby amended in part to include new subsection 17 (c) which shall be included in its entirety as follows:

"(c) Either party may terminate this Agreement pursuant to Section 2(c)(v) by

providing sixty (60) days prior written notice to the other party, 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

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UNIVERSITY BANKING SERVICES AGREEMENT

THIS THIRD AMENDMENT to the University ^{June} Banking Services Agreement (the "Third Amendment") is

with consent of the Board of Directors of the Corporation, each party hereto has caused its duly

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EXHIBIT A

TRANSITION SERVICES

The parties mutually agree to provide to the other certain agreed upon wind down services to

FOURTH AMENDMENT TO THE

THIS FOURTH AMENDMENT to the University Banking Services Agreement (the "Fourth Amendment") is made and entered into this 22nd day of September 2016, (the "Fourth Amendment Effective Date"), by and between University of Scranton, ("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 Fourth 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 Fourth Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS UNIVERSITY OF SCRANTON AND PNC BANK, NATIONAL ASSOCIATION, BY AND THROUGH THEIR RESPECTIVE ATTORNEYS,

EXHIBIT D

DEPARTMENT OF EDUCATION CASH MANAGEMENT
COMPLIANCE AGREEMENT

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE

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.

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

(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 LPI

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

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly
~~authorized representative~~

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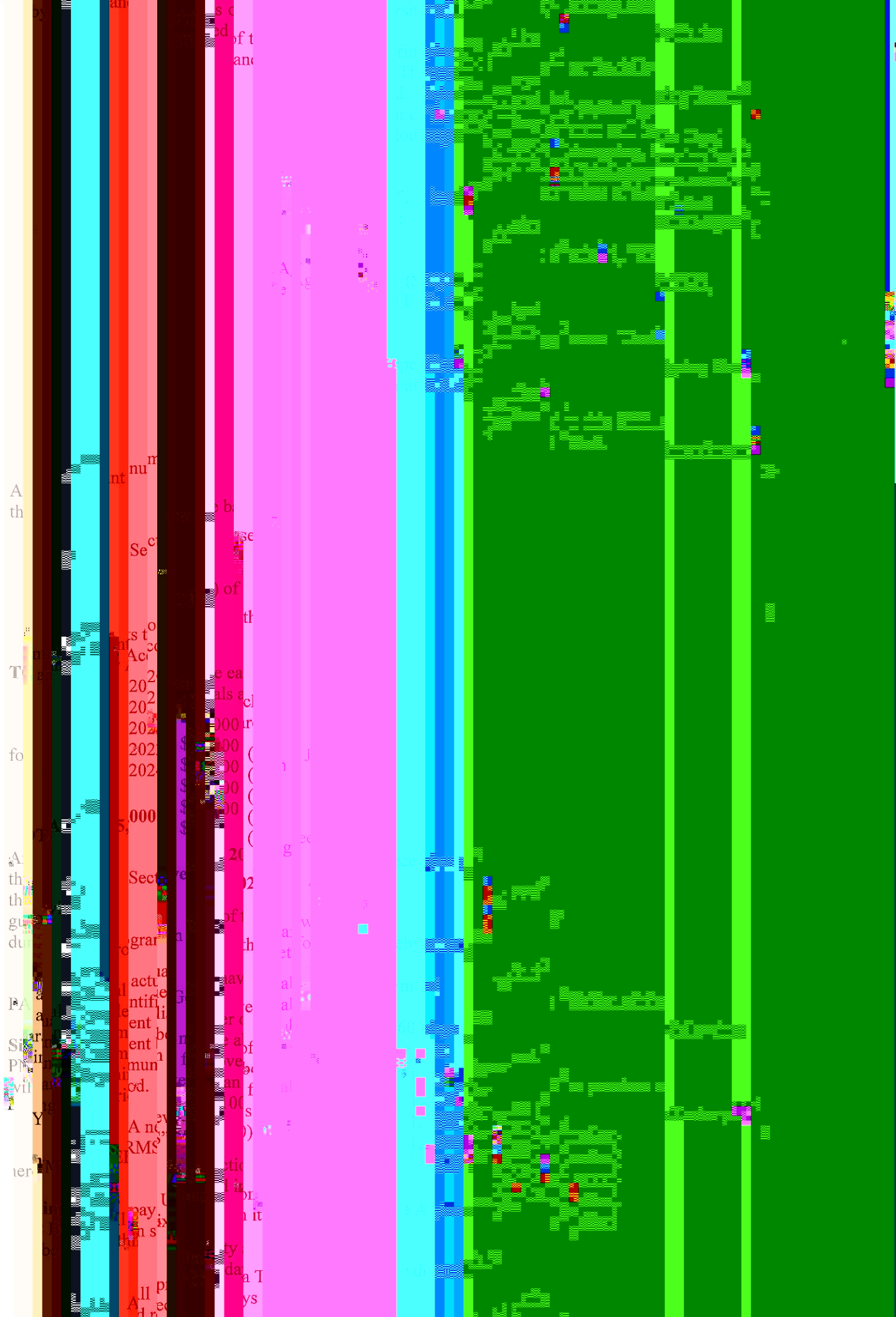
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February, 2018, (the "Sixth Amendment Effective
University of Scranton, (University") and PNC Bank, National Association, a
Amendment amends the Agreement in accordance with the terms set forth herein
and the Agreement constitute a single revised Agreement. All capitalized

EXHIBIT A

ATM LOCATIONS

University hereby licenses to PNC Bank the right to have installed, 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.

Location (Address)	Location Owner	Blanket Liens or Mortgage (Yes or No)	Name of Lien/ Interest Holder
DeNaples Center 600 Linden Street Scranton PA 18510	University	No	N/A

Nothing in the contract between University and any landlord prohibits University from entering into this Master License Agreement.