UNIVERSITY BANKING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 1st day of January, 2010, ("Effective Date"), and by and between Temple University of The Commonwealth System of Higher Education, with principal offices at 1330 West Berks Street, Suite 300, Philadelphia, PA 19122 ("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"). This Agreement supersedes in their entirety all prior agreements between the parties hereto pertaining to the subject matter hereof, including, without limitation, the Interim Agreement, the Exclusivity Agreement, the University Banking Services Agreement dated as of June 1, 2005 and the Master License Agreement.

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 or WorkPlace checking account (i) opened on or after the Effective Date hereof and (ii) obtained as a result of the joint efforts of the parties as set forth herein.

(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 such party; "control" shall mean the power to direct the management of the affairs of the entity; and "ownership" means the beneficial ownership of more than 30% of the equity of the entity.

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

(d) "Constituents" shall mean University students, Graduating Students, faculty and staff, collectively.

(e) "Financial Services" shall mean opening new personal deposit accounts (checking, savings, certificates of deposit, Money Market and/or individual retirement accounts), Virtual Wallet® Student Edition, free checking for students, WorkPlace Banking, PNC Bank Visa Check cards, presenting financial seminars, and deploying ATMs, including permitting and processing ATM transactions, but shall in no event include credit cards. Notwithstanding the foregoing, "Financial Services" shall include such other services as may be agreed by the parties from time to time. The ATMs shall be provided pursuant to the Master License Agreement set forth in Exhibit A, which is attached hereto and incorporated herein.

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

(g) "Graduating Students" shall mean those University students who are eligible for graduation from time to time during the then current academic year, as determined by the University from its records.

(h) "Program" shall mean the Financial Services offered by PNC Bank to University's Constituents
hereunder in conjunction with the obligations set forth in Section 7 below.

(i) "Program Goals" shall mean those Program Goals set forth in Section 3(b) below.

(j) "Temple ID Card" shall mean the TD cards owned and issued by University to its Constituents.

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

2. **TERM**

   The Agreement shall commence on the Effective Date and shall terminate on December 31, 2019, unless earlier terminated in accordance with Section 17 ("Term").

3. **PRICING, PAYMENTS, TERMS**

   As consideration for the marketing rights granted to PNC Bank by the University hereunder, PNC Bank will pay the University as follows. This schedule of payments shall not supersede and replace any remaining payments payable by PNC Bank pursuant to the University Banking Services Agreement dated as of June 1, 2005.

   (a) **Signing Bonus.** PNC Bank shall pay University (i) a signing bonus of One Hundred and Twenty Five Thousand Dollars ($125,000.00) within sixty (60) days after the execution of the original Agreement (5-Year Agreement dated January 1, 2010); and (ii) a second signing bonus of Three Hundred Thousand Dollars ($300,000.00) within sixty (60) days of the 5-year Extension Agreement effective date of January 1, 2015.

   The University shall repay to PNC Bank a certain percentage of the signing bonus described in clause (ii) above, should the Agreement be terminated prior to December 31, 2018, for any reason other than a default by PNC Bank. The percentage to be repaid by the University shall be in accordance with the repayment chart set forth below.

<table>
<thead>
<tr>
<th>Year</th>
<th>Agreement Terminated</th>
<th>Signing Bonus #2 Repayment Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>75%</td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

   (b) Annual payments will be paid to the University each year within sixty (60) days of the end of the previous calendar year if the following annual Program Goals are met:

<table>
<thead>
<tr>
<th>5 Year Agreement</th>
<th>Year</th>
<th>New Accounts</th>
<th>Student Accounts</th>
<th>New WorkPlace Accounts</th>
<th>Total</th>
<th>Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010</td>
<td>3,500</td>
<td>260</td>
<td>3,760</td>
<td>$130,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2011</td>
<td>3,500</td>
<td>260</td>
<td>3,760</td>
<td>$145,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2012</td>
<td>3,500</td>
<td>260</td>
<td>3,760</td>
<td>$175,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2013</td>
<td>3,500</td>
<td>260</td>
<td>3,760</td>
<td>$175,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2014</td>
<td>3,500</td>
<td>260</td>
<td>3,760</td>
<td>$175,000</td>
<td></td>
</tr>
</tbody>
</table>

   Signing Bonus $125,000

   Total $925,000
<table>
<thead>
<tr>
<th>Year</th>
<th>New Student Accounts</th>
<th>New WorkPlace Accounts</th>
<th>Total</th>
<th>Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>3,500</td>
<td>240</td>
<td>3,740</td>
<td>$300,000</td>
</tr>
<tr>
<td>2016</td>
<td>3,500</td>
<td>240</td>
<td>3,740</td>
<td>$300,000</td>
</tr>
<tr>
<td>2017</td>
<td>3,500</td>
<td>240</td>
<td>3,740</td>
<td>$320,000</td>
</tr>
<tr>
<td>2018</td>
<td>3,500</td>
<td>240</td>
<td>3,740</td>
<td>$320,000</td>
</tr>
<tr>
<td>2019</td>
<td>3,500</td>
<td>240</td>
<td>3,740</td>
<td>$320,000</td>
</tr>
<tr>
<td></td>
<td>Signing Bonus</td>
<td></td>
<td></td>
<td>$300,000</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td>$1,860,000</td>
</tr>
</tbody>
</table>

(c) In the event the Program Goals by category are not met as stated in subsection 3(b), but the total Program Goal for new accounts is met in any calendar year during the Term, PNC Bank shall pay University as set forth in Section 3(b).

Notwithstanding subsection 3(b), in the event that University does not attain the total Program Goal for any calendar year during the Term, PNC Bank will pay to University for any such calendar year an amount equal to the greater of (i) the Payment stated in subsection 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 total Program Goal for that calendar year; or (ii) an amount equal to three fourths (3/4ths) of the payment stated in subsection 3(b) for the applicable calendar year.

(d) (i) In any calendar year for which the total Program Goal is exceeded by at least five percent (5%), and a minimum of seventy-two percent (72%) of the "New WorkPlace Accounts" goal is achieved, PNC Bank shall increase the payment due for such year by ten percent (10%).

(ii) For any calendar year from 2015 through 2019 in which the total Program Goal is exceeded, additional payments would be available as follows:

<table>
<thead>
<tr>
<th>Percentage Total Program Goal is Exceeded</th>
<th>Percentage of then-current Payment to constitute Additional Payment (Maximum allowed - 20%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>4%</td>
<td>4%</td>
</tr>
<tr>
<td>5%</td>
<td>10%</td>
</tr>
<tr>
<td>6%</td>
<td>11%</td>
</tr>
<tr>
<td>7%</td>
<td>12%</td>
</tr>
<tr>
<td>8%</td>
<td>13%</td>
</tr>
<tr>
<td>9%</td>
<td>14%</td>
</tr>
<tr>
<td>10% or greater</td>
<td>20%</td>
</tr>
</tbody>
</table>

(e) PNC Bank shall make payments due hereunder by check payable to the University and mailed to the address designated by the University from time to time.

(f) In the event the parties commence card linking prior to September 30, 2012, PNC Bank shall pay the University a recording fee of Twenty Thousand Dollars ($20,000).
4. **PRODUCTS AND SERVICES**

(a) PNC Bank shall offer Financial Services to University Constituents during the Term and pursuant to the terms of this Agreement.

(b) Throughout the Term, PNC Bank shall provide administrative, management, consulting, mechanical, and operational services and personnel sufficient to fulfill its obligations completely as described herein, in a competent, capable, qualified, professional and first-class 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.

(c) Notwithstanding the foregoing, the advertising and/or promotion of the Program shall not prohibit PNC Bank from independently marketing its financial products or services to Constituents who:
   1. Are or become PNC Bank customers;
   2. Solicit financial information within a PNC Bank branch; or
   3. Independently utilize electronic media for information regarding PNC Bank products and/or services.


(e) The parties agree that marketing materials related to the Program will be communicated electronically to current PNC customers from time to time. All email marketing materials related to the Program must be approved in advance by each party prior to their distribution. In order for either party to become the designated “Sender” with respect to CAN-SPAM, the party must meet certain defined requirements as set forth in CAN-SPAM.
   1. Each party to this Agreement will comply with the following provision when engaging as the Sender under CAN-SPAM:
      (i) the header information must not be materially false or misleading and it must accurately identify the sending computer (15 U.S.C. 7704(a)(1));
      (ii) the subject heading cannot mislead a reasonable recipient as to a material fact about the contents of the e-mail (15 U.S.C. 7704(a)(2));
      (iii) the e-mail must include a valid opt-out mechanism (15 U.S.C. 7704(a)(3)(A)(i)); and
      (iv) the e-mail must include a clear commercial identifier, opt-out notice, and physical address (15 U.S.C. 7704(a)(5)(A)). No sexually oriented e-mails will be sent by either party under this Agreement.
   2. The parties will agree, prior to the distribution of any email marketing materials, which entity shall be considered the Sender for the purposes of CAN-SPAM. The parties will use all reasonable efforts to ensure that such entity conforms with CAN-SPAM’s definition of a “Sender” in the transmission of the email marketing materials.
   3. The Sender, as defined by CAN-SPAM, will be responsible for all claims or losses resulting from any email communication(s) that violate CAN-SPAM.
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 discretion is unsatisfactory.

(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 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 provided to PNC Bank on or before the Effective Date.

(e) PNC Bank shall be fully responsible for the acts of its employees, independent 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, independent contractors or agents.

6. **OBLIGATIONS OF UNIVERSITY**

University shall:

(a) Permit and support PNC Bank's exclusive right to market the availability of the Program to its Constituents on campus at University approved locations and through other marketing channels listed below and as mutually agreed between the parties. Such promotion shall be at PNC Bank's sole expense. The sole exemption from the foregoing right of exclusivity with respect to Financial Services shall be the Philadelphia Federal Credit Union which currently operates from one location on the University's main campus;

   (i) Not grant any other financial institution an exemption from the rights of exclusivity granted to PNC Bank hereunder without the prior written consent of PNC Bank;

(b) Distribute for PNC Bank, a letter of introduction to the Constituents outlining the Program between the University and PNC Bank, such letter to be reviewed and approved by the University in advance;

(c) Mutually agree on all promotional and marketing activities and materials, in advance. Marketing shall consist of various activities by PNC Bank to market the Program and may include, by way of example and not limitation:

   **Students:**

   - On-campus tabling at University events such as freshmen orientations and
other student events
• One direct mailing to incoming students
• On campus promotions, giveaways, etc.
• Access to common areas for tabling events throughout the year, as mutually agreed upon
• University cooperation in planning on-campus financial seminars
• Program mention in University publications and mailings, at the sole discretion of the University
• Mailing to all University students, with the exception of first semester freshmen, at the beginning of each semester

Faculty/Staff:

• Distribution of materials at new hire orientations
• On-campus promotions, giveaways, etc.
• On-campus tabling at University approved locations
• University cooperation in scheduling on-campus financial seminars with individual departments
• Annual mailings to faculty and staff
• Participation in annual direct deposit and benefits fairs

Graduating Students
• On-campus promotions during graduation/commencement events
• On-campus tabling at University events specifically for Graduating Students
• A mailing by the University, made at PNC Bank's sole expense, of Program material to Graduating Students within the thirty (30) day period following the students' graduation date

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

(e) Subject to the provisions of the Master License Agreement, grant PNC Bank the exclusive right to deploy ATMs on all Temple Campuses, as that term is defined in the Master License Agreement, in accordance with the provisions of the Master License Agreement;

(f) Grant PNC Bank the exclusive right to issue a University co-branded Visa check card if the University agrees to issue any type of co-branded Visa check card;

(g) Subject to necessary University approvals, negotiate in good faith in order to establish and operate a card-linking program exclusively with PNC Bank for the University ID card; and

(h) Allow PNC Bank, to the extent necessary to fulfill its obligations hereunder, to work with University's vendors, including by way of example but not in limitation, bookstore, food services and the card linking office.

7. OBLIGATIONS OF PNC BANK:
At its cost, except as the parties may otherwise agree from time to time, PNC Bank shall:

(a) Offer the Program to University's Constituents;

(b) At times mutually agreed between the parties, provide materials for the mailing by University of PNC Bank's advertising and promotional information to students, faculty and staff;

(c) Market the Program to University's Constituents as mutually agreed during the Term, in accordance with Section 6 above;

(d) Design and create all marketing materials, as described above. Subject to the prior written approval of University, University hereby grants to PNC Bank a limited, non-exclusive, non-transferable and royalty-free right to use certain designated trade names, trademarks, designs and other materials held or owned by University as part of such marketing materials;

(e) Process all applications for Financial Services as submitted by Constituents, in accordance with PNC Bank procedures;

(f) Provide all such applicants with all information, including financial and other disclosures, as required by law; and

(g) Provide Constituents who open an account pursuant to the Program with a PNC Bank and/or University co-branded Visa® check card which will allow point of sale ("POS") purchases and ATM transactions everywhere the Visa logo is displayed;

(h) Subject to good faith negotiation of applicable terms and conditions, provide ID card linking services for University; and

(i) Provide monthly reports on new accounts opened under the Program.

8. **JOINT OBLIGATIONS**

The parties agree that they shall use best efforts to:

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

(b) Conduct, in good faith, an annual review of the success of the Program in accordance with Section 3; and

(c) Pursue the design and development of a co-branded Visa® Check Card. The parties may or may not agree to issue such a card.
9. **INSURANCE**

(a) PNC Bank shall maintain at its own expense full and adequate insurance as follows:

**COMMERCIAL GENERAL LIABILITY**

- $1,000,000 Each Occurrence
- $2,000,000 General Aggregate
- $1,000,000 Products-Completed Operations
- $1,000,000 Personal and Advertising Injury
- $100,000 Fire Damage (any one fire)
- $5,000 Medical Expense (any one person)

**AUTOMOBILE LIABILITY**

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

**WORKERS COMPENSATION**

- Statutory UMBRELLA/EXCESS LIABILITY
  - $4,000,000 Each Occurrence
  - $4,000,000 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 and Automobile Liability policies. Such policies shall contain a provision that the insurance shall not be cancelled without thirty (30) days prior written notice to University. A certificate of insurance evidencing all such coverage shall be provided to University prior to commencement of this Agreement.

(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 with respect to the Locations, 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 Commonwealth of Pennsylvania 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 of this Agreement by University;

(v) 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;

(vi) 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;

(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) support the Program, and (B) allow PNC Bank the exclusive right to offer the Program to University's Constituents.

(b) PNC Bank represents and warrants as of the Effective Date 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, 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 with, 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, deposit 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

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.

12. **ADVERTISING, PROMOTION AND RELATED ACTIVITIES**

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

The Parties may conduct joint promotional activities if they mutually agree to do so.

(b) University shall grant PNC Bank equal priority placement of advertisements to that of other banks to be contained in mutually agreed upon University-controlled publications generally directed to Constituents. Such advertisement placement by PNC Bank shall be at the standard publication rate for publications owned or operated by University. Notwithstanding the foregoing, 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 or denied. Written approval shall be provided within ten (10) business days of the request by PNC Bank. The University's obligation to provide equal priority placement as aforesaid, shall not be applicable to advertisements that are subject to the terms of a sponsorship or marketing agreement between the University and another financial institution.

- 10 -
(c) In addition to the provisions of Section 6, University shall provide PNC Bank access to promote the Program and the Financial Services in appropriate mailings and other applicable media that are provided to incoming and returning students, faculty and staff as mutually agreed upon. Notwithstanding the foregoing, University shall annually mail Program materials prepared by PNC Bank to Graduating Students as provided in Section 6(c) above.

13. INDEMNITY

(a) Indemnification by University. University shall indemnify, defend 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

(iii) 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, defend and hold harmless University, its officers, directors, employees, and agents from and against all Losses arising directly or indirectly, out of or relating to the following:

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

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

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

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

(ii) If the Indemnifying Party is defending against the Third Party Claim, the Indemnified Party may, but will not be obligated to, participate in the defense of any such Third Party Claim, suit or proceeding, at its own expense and using counsel of its own choosing, but the Indemnifying Party will be entitled to control the defense thereof unless the Indemnified Party has relieved the Indemnifying Party from liability with respect to the particular matter. The Indemnifying 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 SUBCONTRACTORS, ANY CLAIM ARISING FROM BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT OR ANY THIRD PARTY CLAIM.

15. TAXES

(a) 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).

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

16. ASSIGNMENT/SUBLICENSE/BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and 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 PNC Bank without the consent of University to any Affiliate of PNC Bank.

17. RIGHTS OF TERMINATION

(a) Either party may terminate this Agreement upon a material breach of the other's obligations under the terms of this Agreement. The terminating party shall so notify the other party and termination shall become effective thirty (30) calendar days after receipt of such notice unless the breaching party has within such time cured the breach or, for matters that cannot be fully cured within such time, commenced and continued to diligently pursue appropriate corrective action.

(b) Either party may, in its sole discretion, terminate this Agreement if the other party is declared
insolvent or adjudged bankrupt by any court of competent jurisdiction or makes an assignment for the benefit of creditors or if a petition in bankruptcy, for reorganization of or an arrangement with creditors under any federal or state law (collectively "Bankruptcy"), is filed by or against such party that has not been dismissed within thirty (30) days of its filing.

(c) Upon sixty (60) days prior written notice to the other party, either party may terminate this Agreement in the event that (i) any federal or state law is enacted, or any regulation is promulgated by a federal or state agency with supervisory or enforcement authority over University or PNC Bank, and (ii) such law or regulation makes it impossible, impracticable or unduly burdensome for the terminating party to continue to perform its obligations under the Agreement or otherwise substantially impairs the value of the Agreement to the terminating party. In any such notice of termination, the terminating party shall provide to the non-terminating party a description describing in detail the basis for termination pursuant to subsections (i) and (ii) hereof. Upon the issuance of a notice of termination the parties shall promptly meet and make reasonable efforts to amend this Agreement. If no mutually acceptable alternative arrangement can be found then this Agreement and all related agreements shall be terminated, (including, without limitation, the ATM Master License attached hereto as Exhibit A; the Department of Education Cash Management Compliance Agreement attached hereto as Exhibit B; and the Web Linking Agreement attached hereto as Exhibit C).

18. CONFIDENTIALITY

(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 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 information, which includes, without limitation, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer 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.

(b) Except as expressly provided below or with the other party's prior written consent, each of PNC Bank and University agrees to hold all Confidential Information of the other in confidence, that it will not disclose any Confidential Information of the other to any third party, other than to its directors, officers, employees, affiliates, agents, or representatives (collectively, the "Representatives") who have a need to know such information in connection with this Agreement and that it will not use any such Confidential Information for purposes other than in connection with this Agreement. Each of PNC Bank and University agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its obligations under this Agreement. It is understood and agreed that the obligation to protect Confidential Information shall be satisfied if the party receiving such information utilizes the same control (but no less than reasonable control) as it employs to avoid disclosure of its own confidential and valuable information, including, without limitation, having the 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.

(c) As a condition of this Agreement, it is agreed that neither PNC Bank nor University (or their respective Representatives) without the prior consent of the other will disclose to any person either the fact that discussions or negotiations are taking place concerning the Financial Services or any possible transaction with each other. Any media releases or public announcements or disclosures by either PNC Bank or University relating to this agreement or the Financial Services shall be coordinated with and approved by the other. PNC Bank or University may, however, make such disclosures to or as may be required by its applicable regulatory authorities.

(d) PNC Bank or University may, however, make such disclosures to or as may be required by its applicable regulatory authorities or its auditors or pursuant to applicable securities laws.

(e) Either PNC Bank or University may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action assessed against it; provided, however, that it shall (a) first notify the other of such request or requirement, or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, (b) attempt to obtain the other’s consent to such disclosure, and (c) in the event consent is not given, to agree to permit a motion to quash, or other similar procedural step, to frustrate the production or publication of information. Nothing herein shall require either PNC Bank or University to fail to honor a subpoena, court or administrative order, or a requirement on a timely basis.

(f) With the exception of PNC Bank customer information, which shall be protected in all circumstances, it is understood and agreed that no information shall be within the protection of this Agreement where such information: (a) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed; (b) is released by the originating party to anyone without restriction; (c) is rightly obtained from third parties, who, to the best of a party’s knowledge, are not under an obligation of confidentiality; (d) was known by the receiving party, prior to its disclosure, without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of business; or (e) is independently developed by the receiving party without reference to the originating party’s Confidential Information.

19. ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto, if any, constitutes the entire agreement and understanding between 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 State 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:

300 Sullivan Hall  
1330 W. Polet Walk  
Philadelphia, PA  
19122 Attn: University Counsel

With a copy to:

Michael Scales
Associate VP, Business Services 1700 North
Broad Street, Suite 415
Philadelphia, PA 19122-0843

If to PNC Bank, then to:

PNC Bank, National Association One PNC Plaza
300 Fifth Avenue
23rd Floor
Pittsburgh, Pennsylvania 15222
ATTN: Manager, University Banking

With a copy to:

PNC Bank, National Association Tower at Plaza
300 Fifth Avenue
PT-PTWR-19-1
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 ventures between University and PNC Bank.

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. To be effective, any such waiver hereunder shall be evidenced by a written instrument executed by the waiving party and delivered to the non-waiving party. 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 term of this Agreement shall be cumulative and not alternative.

29. APPROVALS
When required to be given by a party hereunder, an approval shall not be unreasonably withheld, conditioned or delayed

30. **COUNTERPARTS**

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

31. **DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT**

The parties agree to comply with the provisions of that certain "Department of Education Cash Management Compliance Agreement," attached hereto as Exhibit B, which is fully incorporated by reference into this Agreement.

[rest of this page intentionally left blank]
IN WITNESS WHEREOF, the parties have caused duplicate counterparts of this Agreement to be duly executed as of the Effective Date.

“University”
Temple University of The Commonwealth System of Higher Education

Signed: 
Printed: Jaison G. Kurichi
Title: Associate Vice President for Budget
Date: 6/5/2017 | 12:22 EDT

“PNC Bank”
PNC Bank, National Association

Signed: 
Printed: Nicholas Certo
Title: Sr. Vice President
Date: May 10, 2017
EXHIBIT A
MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("ATM Agreement") is effective as of the Effective Date of that certain University Banking Services Agreement to which it is attached as Exhibit A, and is entered into by and between Temple University of The Commonwealth System of Higher Education, a non-profit corporation having offices at the address set forth below, ("University"), and PNC Bank, National Association, a national banking association ("PNC Bank") with offices at the address set forth below. 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, University and PNC Bank have previously entered into a Master License Agreement effective September 10, 1992 (the "Original MLA") and

WHEREAS, the parties have amended the Original MLA on four occasions; and WHEREAS, the parties agree to incorporate all of the amendments to the Original MLA into this ATM 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 Exhibit 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. An ATM may be removed or relocated in the event that the Location in which it is deployed, is demolished by Temple.
4. **ATMs**

The ATMs installed shall 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.

5. **Installations**

(a) FNC 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 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, reasonable wear and tear and damage by casualty excepted.
(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

(a) 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.

(b) University will:

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

(ii) 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 Agreement;

(iii) 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;

(iv) reimburse PNC Bank upon withdrawal of the ATMs for the undepreciated cost of all improvements to the Locations which were made at University’s request and are not reusable by PNC Bank; and
(v) maintain the Locations at the environmental standards required by the ATM manufacturer for proper functioning of the ATM, which standards are provided to University by PNC Bank.

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 ATM will remain technologically current with the prevailing standards in the banking industry; and 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 will advertise in the media of its choice, using PNC Bank's name wherever possible.
10. **Certain Rights of the Parties**

(a) Subject to the provisions of Section 10(c) and 10(d) below, during the Term of this ATM Agreement, University will not grant to any person other than PNC Bank the right to install or operate ATMs at the Locations or any locations used by University.

(b) University will terminate any and all existing contractual arrangements, if any currently exist, for non-PNC Bank ATMs at the earliest termination date after the Effective Date of this ATM Agreement. PNC Bank shall replace all such ATMs with PNC Bank ATMs.

(c) During the Term of this ATM Agreement, University will not grant to any person other than PNC the right to install or operate an ATM at University owned property at locations on the Ambler Campus, the Health Sciences Campus, Liacouras Walk and the Main Campus (the "Temple Campuses"). Notwithstanding the foregoing, the Philadelphia Federal Credit Union ATM, the Liacouras Center, the 7-11 convenience store at Liacouras Walk and 7-11 convenience store No. 2 at 1501 Cecil B. Moore Avenue, Philadelphia, PA 19122, shall be excluded from the provisions of this Section 10.

(d) During the term of this Agreement:

(i) PNC Bank shall be given the first option to install an ATM at any time and at any location at which the University seeks to have an additional ATM deployed. With the exception of the circumstances set forth in subsection (ii) below, in the event PNC Bank declines to exercise such option to deploy an additional ATM, the University may not permit another party to deploy an ATM at such location(s).

(ii) Notwithstanding the foregoing, the University shall extend to PNC Bank the option to install ATMs under the following circumstances. In the event PNC Bank declines to exercise such option, the University may select another party to deploy an ATM(s):

(A) In any instance in which the University requests the installation of an ATM for a specific event at a venue location; or

(B) In any instance in which the University offers a sponsorship opportunity which includes the option to install an ATM at the sponsored venue (which installation is not otherwise prohibited by this Agreement) at a University venue and PNC Bank declines the sponsorship opportunity.

For purposes of this Section 10(d) the term "venue" shall mean a University location the designated use of which is for the staging of special events from time to time and which is not used for student residences, educational services, administrative services or any other purpose.
(e) PNC Bank reserves the right to impose a surcharge on users of its ATMs that are subject to this ATM Agreement.

(f) PNC Bank shall not impose a surcharge hereunder upon PNC Bank cardholders who are Constituents.

(g) Changes made to the surcharge shall be effective in July or August of the Term, if such change is made during the term of PNC Bank's branch lease on the University Campus.

11. **Fees**

   Intentionally left blank.

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.

   (b) University shall notify PNC Bank of any damage to the Locations which could adversely affect the operation or security of the ATMs, and University agrees to make, at its expense, such repairs to the Locations, including temporarily moving the ATMs to a more secure area within each Location, 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 13. The parties agree that in the event of the emergency circumstances enumerated in this subsection 13 (c) time is of the essence and University and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

- 25 -
14. **Default**

Subject to the provisions of the Agreement.

15. **Insurance; Indemnity and Loss**

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.

Except as expressly covered by PNC Bank's indemnity below, University shall indemnify, defend and 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.

Except as expressly covered by University's indemnity above, PNC Bank shall indemnify, defend and hold University harmless from and against all loss, liability, injury, damage, cost or expense (including reasonable attorneys' fees) arising out of the performance of PNC Bank's obligations under this ATM Agreement by any PNC employee or from theft at and arising solely from the use of the ATMs.

In no event shall either party be liable to the other for special, indirect, incidental or consequential damages regardless of whether such party has been advised of the possibility of such damages.

16. **Term and Termination**

This ATM Agreement shall be coterminous with the Agreement.

17. **General**

Subject to the provisions of the Agreement. This Agreement may be executed in counterparts.
IN WITNESS WHEREOF, the parties have caused duplicate counterparts of this Agreement to be duly executed as of the Effective Date.

"University"
Temple University of The Commonwealth System of Higher Education

Signed: [Signature]

Printed: Jaison G. Kurichi
Title: Associate Vice President for Budget
Date: 6/5/2017 | 12:22 EDT

Address for Notice:
Temple University
1700 North Broad Street - Suite 415
Philadelphia, PA 19122-6033

Attn: Michael Scales,
Associate Vice President
Business Services
Tel: 215-204-3121
Fax:
Federal Employer Tax ID
Number 23-1365971

"PNC Bank"
PNC Bank, National Association

Signed: [Signature]

Printed: Nicholas Cerro
Title: Sr. Vice President
Date: 6/5/2017

Address for Notice:
PNC Bank, National Association
Self Service Banking
1600 Market Street, 9th Floor Philadelphia, PA 19103

Attn: Cathi A. Fell
Tel: 302-376-0663
Fax: 302-376-0662
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:

4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, 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 herein at length each and all of the terms, conditions and provisions of the License Agreement dated _____________ between PNC Bank and University.

[Signature]
University:

[Signature]
PNC Bank:
EXHIBIT A-1
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 Installation of an ATM:
   ATM Kiosk ATM #1
   Broad & Tioga Streets
   Philadelphia, PA 19122

2. University's Interest in Location:
   Owner

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

4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, 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 herein at length each and all of the terms, conditions and provisions of the License Agreement dated 11/1/2010 between PNC Bank and University.

   University: ____________________________
   PNC Bank: ____________________________
EXHIBIT A-2
LICENSE AGREEMENT

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
   Kiosk ATM #2
   Broad & Tioga Streets
   Philadelphia, PA 19122

2. University's Interest in Location
   Owner

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

4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, 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 herein at length each and all of the terms, conditions and provisions of the License Agreement dated 11/1/2010 between PNC Bank and University.

University: [Signature]

PNC Bank: [Signature]

- 30 -
EXHIBIT A-3
LICENSE AGREEMENT

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:**
   ATM Kiosk ATM #3
   Broad & Tioga Streets
   Philadelphia, PA 19122

2. **University's Interest in Location:**
   Owner

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

4. **Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, 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 herein at length each and all of the terms, conditions and provisions of the License Agreement dated 1/1/2013 between PNC Bank and University.

   University: [Signature]
   PNC Bank: [Signature]
EXHIBIT A-4
LICENSE AGREEMENT

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:
Pearson McGonigle Hall
1800 N. Broad St.
Philadelphia, PA 19122

2. University's Interest in Location:
Owner

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

4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, 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 herein at length each and all of the terms, conditions and provisions of the License Agreement dated 1/1/2020 between PNC Bank and University.

University:

PNC Bank:
EXHIBIT-A
LICENSE AGREEMENT

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:
   Hardwick Hall Dormitory
   Temple University, Main Campus
   Broad Street & Montgomery Avenue
   Philadelphia, PA 19122

2. University's Interest in Location:
   Owner

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

4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, 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 herein at length each and all of the terms, conditions and provisions of the License Agreement dated 1/1/2012 between PNC Bank and University.

University: 

PNC Bank: 

- 33 -
EXHIBIT A-6
LICENSE AGREEMENT

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:**
   Klein Law Building
   Temple University, Main Campus
   Broad Street & Montgomery Avenue
   Philadelphia, PA 19122

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

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

4. **Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, 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 herein at length each and all of the terms, conditions and provisions of the License Agreement dated 11/1/2010 between PNC Bank and University.

University: ____________________________

PNC Bank: ____________________________

-34-
EXHIBIT A-7
LICENSE AGREEMENT

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:
   "1300" (Student Housing)
   1300 Cecil B. Moore Avenue
   Philadelphia, PA 19122

2. University's Interest in Location:
   Owner

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

4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, 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 herein at length each and all of the terms, conditions and provisions of the License Agreement dated 11/1/2012 between PNC Bank and University.

University: [Signature]

PNC Bank: [Signature]
EXHIBIT A-8
LICENSE AGREEMENT

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:**
   Paley Library
   Temple University, Main Campus Broad Street & Montgomery Avenue
   Philadelphia, PA 19122

2. **University's Interest in Location:**
   Owner

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

4. **Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, 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 herein at length each and all of the terms, conditions and provisions of the License Agreement dated 11/1/2020 between PNC Bank and University.

   University: [Signature]
   PNC Bank: [Signature]
EXHIBIT A-9
LICENSE AGREEMENT

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:
   Student Center ATM #1
   Temple University, Main Campus
   Broad Street & Montgomery Avenue
   Philadelphia, PA 19122

2. University's Interest in Location:
   Owner

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

4. Identity of holders of all mortgage liens on or security interest in the Location and/or fixtures, 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 herein at length each and all of the terms, conditions and provisions of the License Agreement dated 1/1/2010 between PNC Bank and University.

University:

PNC Bank:
EXHIBIT A-10
LICENSE AGREEMENT

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**
   Student Center ATM #2
   Temple University, Main Campus Broad Street & Montgomery Avenue
   Philadelphia, PA 19122

2. **University's Interest in Location:**
   Owner

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

4. **Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, 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 herein at length each and all of the terms, conditions and provisions of the License Agreement dated 1/1/2020 between PNC Bank and University.

University: [Signature]

PNC Bank: [Signature]
EXHIBIT A-11
LICENSE AGREEMENT

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:
   Student Faculty Center
   Temple University, Health Services Center
   Broad & Ontario Streets
   Philadelphia, PA 19140

2. University's Interest in Location
   Owner

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

4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, 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 herein at length each and all of the terms, conditions and provisions of the License Agreement dated 11/2010 between PNC Bank and University.

   University: ____________________

   PNC Bank: ____________________
EXHIBIT A-12
LICENSE AGREEMENT

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:**
   The Learning Center
   Temple University, Ambler Campus
   Meetinghouse Road
   Ambler, PA 19002-3999

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

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

4. **Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, 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 herein at length each and all of the terms, conditions and provisions of the License Agreement dated January 1, 2023, between PNC Bank and University.

**University:**

**PNC Bank:**
EXHIBIT A-13
INTENTIONALLY DELETED CAMPUS CLOSED
EXHIBIT A-14
LICENSE AGREEMENT

Temple University hereby licenses 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 Installation of ATM#2:**

   Temple University Bookstore  
   Temple University, Main Campus  
   1700 Broad Street  
   Philadelphia, PA 19122

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

   Owner

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

   Temple University of The Commonwealth System of Higher Education

4. **Identity of holders of all mortgage liens on security interests in the Location and/or fixtures machinery and Equipment installed therein:**

   N/A

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 License Agreement dated \_\_\_/2012 between PNC Bank and University

University:  

PNC Bank:
EXHIBITA-15
LICENSE AGREEMENT

Temple 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 Installation of ATM:**
   
   James White Hall  
   2108-2150 N. Broad St.  
   Philadelphia, PA 19121

2. **Temple University's Interest in Location:**
   
   Owner

3. **Identity of owner(s) of record of the Location:**
   
   Temple University of The Commonwealth System of Higher Education

4. **Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, machinery and Equipment installed therein:**
   
   N/A

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 fill of the terms, conditions and provisions of the License Agreement dated 11/20/2020 between PNC Bank and University.

[Signatures]

University:

PNC Bank:

43
EXHIBIT B

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), by and between Temple University Of The Commonwealth System of Higher Education, with principal offices at 1330 West Berks Street, Suite 300, Philadelphia, PA 19122, ("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 of even date herewith 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 the Effective Date of the Agreement.

(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.

(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.

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.

Temple University, The Commonwealth System of Higher Education

By: ________________________________

Name: Jaison G. Kurichi

Title: Associate Vice President for Budget

Date: 6/5/2017 | 12:22 EDT

PNC BANK, NATIONAL ASSOCIATION

By: ________________________________

Name: Nickolas Certo

Title: Senior Vice President, University Banking

Date: 5/10/2017
EXHIBIT C

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this “Web Agreement”) will run concurrently with the University Banking Services Agreement and is entered into by and between the Temple University of The Commonwealth System of Higher Education (“University”), and PNC Bank, National Association, a national banking association, (“PNC Bank”). This Web Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the “Banking Services Agreement”). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

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

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

WHEREAS, the parties desire to provide a link between the PNC Bank Website and the University Website via a Hyperlink (as defined below).

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

1. DEFINITIONS

(a) “Hyperlink” means an electronic pathway that may be displayed in the form of highlighted text, graphics or a button that connects one Webpage address with another Webpage address.

(b) “Weblinking” or “Weblinks” means the linking of two or more Websites through the use of a Hyperlink.

(c) “Webpage” means a viewable screen displaying information presented through a web browser in a single view sometimes requiring the user to scroll to review the entire page.

(d) “Website” means one or more Webpages connected to the internet that may originate at one or more webserver computers.

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

   (a) PNC Bank grants to University a limited, nonexclusive and nontransferable license to use PNC Bank’s Marks as set forth on the attached Schedule A, for the sole and limited purpose of providing a Hyperlink between PNC Bank’s and University’s Websites. University agrees that it will comply with all of the requirements and restrictions set forth on Schedule A to this Exhibit C.

   (b) University grants to PNC Bank a limited, nonexclusive and nontransferable license to use University’s Marks as set forth on the attached Schedule B, for the sole and limited purpose of providing a Hyperlink between University Website and PNC Bank Website. PNC Bank agrees that it will comply with all of the requirements and restrictions set forth on Schedule B to this Exhibit C.

4. **WARRANTIES**

   (a) University represents and warrants that it is the owner or has all necessary rights to license University Marks as specified in Section 3 above.

   (b) PNC Bank represents and warrants that it is the owner of or has all necessary rights to PNC Bank Marks as specified in Section 3 above.

**Temple University Of The Commonwealth System of Higher Education**

By:  

Name: Jaison G. Kurichi

Title: Associate Vice President for Budget

Date: 6/5/2017 | 12:22 EDT

**PNC BANK, NATIONAL ASSOCIATION**

By:  

Name: Nickolas Certo

Title: Senior Vice President, University Banking

Date: 5/18/2017
SCHEDULE A
TO "EXHIBIT C"
PNC BANK MARKS
SCHEDULE B
TO "EXHIBIT C"
UNIVERSITY MARKS

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

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

or

[University Marks and associated standards that are licensed under the terms of the Web Agreement can be found at the following URL:]