

## LICENSING AND MARKETING SUPPORT AGREEMENT

THIS LICENSING AND MARKETING AGREEMENT ("Agreement") is made and shall be effective as of the 16th day of July 2012, ("Effective Date"), and is entered into by and between The University of Akron, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 302 Buchtel Common, Akron, OH 44325 ("University") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank").

WHEREAS, PNC Bank desires to market the Program to Constituents of the University; and

WHEREAS, in connection with such marketing of the Program, PNC Bank desires to license and use the Intellectual Property, and to have the University's support in connection with such marketing efforts; and

WHEREAS, the University desires to license the Intellectual Property to PNC and to provide such support, all in accordance with the terms and conditions set forth herein.

This Agreement sets forth the terms pursuant to which PNC Bank will license the University's intellectual property and market the Program to Constituents of University.

### 1. DEFINITIONS

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

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

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

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

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

(e) “E-BRANCH”, shall mean a state-of-the-art limited function branch, located on the University’s campus that can serve the needs of the University’s students, faculty and staff, by providing Branch Financial Services, as further described in the E-BRANCH License. The E-BRANCH will be approximately nine hundred (900) square feet and will consist of one (1) advanced function ATM that accepts deposits and withdrawals and cashes checks. The E-BRANCH will be staffed by at least one (1) PNC Bank branch representative to assist with normal banking needs, including but not limited to customer service, account maintenance, new account requests, and ATM services.

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

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

(h) “Intellectual Property” shall mean, collectively, the University Marks, Student List and New Student List.

(i) “Minimum Royalty Payment” shall have the meaning given that term in Section 3 below.

(j) “New Student List” shall mean an annual list of newly enrolled incoming first-year students at the University who have not opted-out of disclosure of their directory information pursuant to the University’s FERPA policy. This list shall be used by the University to mail PNC Bank’s Program materials in advance of the new student moving onto campus. The New Student List shall not be provided to PNC Bank, unless otherwise agreed to by the parties by amending this Agreement.

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

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

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

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

(o) “Royalty” shall have the meaning given that term in Section 3(b).

(p) "Student-List" shall mean a list of currently enrolled undergraduate and graduate students at the University. This list shall be used by the University, at the beginning of the first year of this Agreement, to mail PNC Bank's Program material. Afterwards the Student List shall not be provided to PNC Bank, unless otherwise agreed to by the parties by amending this Agreement, and in such event, the Student-List shall only include those undergraduate and graduate students who have not opted-out of disclosure of their directory information pursuant to the University's FERPA policy.

(q) "University ID Card" shall mean the University ID card owned and issued by University, or such other identification card issued by the University, even if the designation "ZIP Card" is renamed at a later date.

(r) "University Marks" shall mean only those designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by University which are set forth on Exhibit D attached hereto and incorporated herein by this reference. All such use of the University Marks is subject to the prior review and approval by the University's Office of Marketing and Communications.

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

## 2. TERM

This Agreement shall commence on the Effective Date and shall terminate on December 31, 2018, ("Initial Term"), unless sooner terminated as otherwise provided herein. Upon mutual agreement of the parties, this Agreement shall renew for one (1) successive term of five (5) years (the "Renewal Term"), provided that the parties mutually establish new Program Goals and Royalty terms at least one-hundred and twenty (120) days in advance of the expiration of the Initial Term. The Initial Term and the Renewal Term, if any, are referred to herein as the "Term."

## 3. ROYALTY, PAYMENT TERMS

(a) In consideration of the University's licensing of the Intellectual Property and the other commitments of University hereunder, and in addition to any amounts that may otherwise be payable to University under this Section 3, PNC Bank shall pay University a one-time, non-refundable Minimum Royalty Payment in the amount of Five Hundred Thousand Dollars (\$500,000). Such non-refundable, Minimum Royalty Payment shall be paid not later than sixty (60) days after this Agreement is fully signed.

(b) Each January of the Term, beginning with January 2013, the parties shall conduct an annual Program review, which shall include a comparison of the performance of the applicable year to the agreed upon Program Goals. In the event the parties agree to extend the

Agreement for an additional Term, the program goals and royalty shall be negotiated by the parties in good faith.

Account numbers are based on a January-December calendar year. Program Goals may be adjusted only by mutual consent.

|  | 2012  | 2013  | 2014  | 2015  | 2016  | 2017  | 2018  |
|--|-------|-------|-------|-------|-------|-------|-------|
| Student-New Checking Accounts          | 3,000 | 3,400 | 3,400 | 3,500 | 3,500 | 3,500 | 3,500 |
| Faculty & Staff -New Checking Accounts | 120   | 160   | 160   | 160   | 160   | 160   | 160   |
| <b>Program Goal Total</b>              | 3,120 | 3,560 | 3,560 | 3,660 | 3,660 | 3,660 | 3,660 |

(c) In further consideration of the University's licensing of the Intellectual Property and the other commitments of the University hereunder, PNC Bank will pay to University an annual license fee ("Royalty") calculated in accordance with this paragraph or, if applicable, Sections 3(d) or 3(e) below. In the event that the Program Goal Total for a calendar year is met, as specified in paragraph (b) above, PNC Bank will pay to University the following Royalty:

| <u>Year</u> | <u>Amount</u> |
|-------------|---------------|
| 2012        | \$150,000     |
| 2013        | \$175,000     |
| 2014        | \$200,000     |
| 2015        | \$225,000     |
| 2016        | \$250,000     |
| 2017        | \$250,000     |
| 2018        | \$250,000     |

(d) In the event the University fails to achieve the individual Program Goals by category as stated in subsections 3(b), but achieves the total, annual Program Goal for new accounts in any year of the Term, PNC Bank shall pay University as set forth in Section 3(c).

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

(f) For any calendar year in which the Program Goal Total is exceeded and eighty percent (80%) of the Faculty/Staff – New Checking Account goal is met, additional Royalty payments would be paid as follows:

| Percentage Program Goal Total is Exceeded | Percentage of then-current Royalty to constitute Additional Royalty (Maximum allowed - 20%) |
|---|---|
| 1%  | 1%  |
| 2%  | 2%  |
| 3%  | 3%  |
| 4%  | 4%  |
| 5%  | 10%   |
| 6%  | 11%   |
| 7%  | 12%   |
| 8%  | 13%   |
| 9%  | 14%   |
| 10% or greater                            | 20%   |

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

| YEAR | Due Date                  |
|------|---------------------------|
| 2012 | February 1, 2013 for 2012 |
| 2013 | February 1, 2014 for 2013 |
| 2014 | February 1, 2015 for 2014 |
| 2015 | February 1, 2016 for 2015 |
| 2016 | February 1, 2017 for 2016 |
| 2017 | February 1, 2018 for 2017 |
| 2018 | February 1, 2019 for 2018 |

(h) For purposes of clarification, the failure to meet the goals for each category delineated above, shall not adversely affect: (i) the minimum guaranteed Royalty Payment specified in Sections (3)(a) and (3)(e); or (ii) payments as set forth in this Section 3 for any calendar year in which the Program Goal Total is met.

(i) The University, at its sole discretion, may opt, at any time prior to December 2014, to implement the ID Card Linking, with full implementation by June 2015. Any time thereafter the request to implement the ID Card Linking shall be considered a new request subject to approval by PNC Bank. If the University's request to implement the ID Card Linking is approved by PNC Bank, the parties would then have to negotiate and mutually agree to any

additional business terms for such implementation. The University acknowledges that it may be difficult to obtain the Program Goal Totals in the absence of the ID Card Linking, and this may result in certain performance and payment variances as described in Section 3(b) of the Agreement.

(j) All payments made by PNC Bank hereunder shall be by ACH sent to the account designated in writing by the University, or by check to the address designated by the University, or delivered by hand.

#### 4. PROGRAM TO BE OFFERED BY PNC

(a) PNC Bank shall use its best efforts to actively market the Program during the Term.

(b) The Program is designed to attract Constituents that do not have an Account with PNC Bank, and does not and will not include the solicitation of credit cards or student loans. PNC Bank shall actively advertise and promote the Program as authorized, by law, on the University campus, via approved University mediums and using approved University Marks. The Program shall include: presenting financial seminars to students and employees; establishing and operating an E-BRANCH on campus; offering debit card functionality for the University ID Card to access Accounts (in the University's sole discretion); and opening new Accounts for University students, and employees. Should the University elect to add debit card functionality to the University ID, the debit card functionality added to the University ID Card shall include point-of-sale debit and ATM transactions. Except for those ATMs that may be located within the E-BRANCH, any ATMs shall be provided pursuant to a separate Master License Agreement, **Exhibit A**, which is attached hereto and incorporated herein by this reference.

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

1. Are or become PNC Bank customers;
2. Solicits financial information within a PNC Bank branch, (which shall include the E-BRANCH); or
3. Independently utilizes electronic media for information regarding PNC Bank products and/or services.

(c) Accounts established under this Agreement may be eligible for a co-branded Visa Check<sup>®</sup> Card. In the event that University elects to pursue this option as part of this Agreement, PNC Bank shall have the exclusive right to issue the co-branded Visa Check Card. PNC Bank will issue the Visa Check Card upon request by a PNC Bank Accountholder.

(d) Throughout the Term, PNC Bank shall provide administrative, management, consulting, mechanical, and operational services and personnel sufficiently necessary to fulfill its

obligations completely as described herein, in a competent, capable, qualified and professional manner. PNC Bank warrants that all services and activities to be provided by PNC Bank hereunder will be performed in accordance with sound and professional principles and practices, consistent with generally accepted industry standards and applicable laws and regulations, and shall reflect PNC Bank's best professional knowledge, skill and judgment, all of which shall be at a level appropriate to University's requirements for the services to be performed.

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

## 5. PNC BANK'S EMPLOYEES

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

(b) University and PNC Bank shall have the sole and exclusive right to select, direct, discipline and terminate their own respective employees and to determine the terms and conditions of their employment in accordance with applicable law. Each party shall have the right to inform the other party of any employee of such other party, whose conduct in its good faith opinion, violates the terms of this Agreement or is otherwise unsatisfactory. Within no more than sixty (60) days of receiving an employee-related complaint, the party receiving such complaint shall address such issues raised in accordance with its established employment policies.

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

(d) When on or about the property of University, PNC Bank agrees that its employees, contractors and agents shall observe all University rules and regulations as University shall reasonably prescribe from time to time for the general population of its campus and which are publicly available on the University's website.

(e) PNC Bank shall be fully and solely responsible for the acts of its employees, contractors and agents while acting in furtherance of its obligations under this Agreement 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 and shall indemnify University from and against such damage, pursuant to

Sections 9 and 13 of this Agreement. Further, PNC Bank assumes all liability arising out of dishonesty of its employees, contractors or agents.

6. COMMITMENTS OF UNIVERSITY

University shall, during the Term of this Agreement:

- (a) Work in good faith to generally support the Program as follows:
  - (i) Promote the availability of the Program to its students, faculty and staff as mutually agreed with PNC Bank.
  - (ii) Permit PNC Bank the right to market the Program and Financial Services as University's Preferred Provider, to Constituents;
  - (iii) Provide a University officer as a signatory to a letter of introduction to Constituents authored by PNC Bank which names PNC Bank as the University's Preferred Provider and which explains the Program, which letter shall be subject to University's prior review and written consent which consent shall not be unreasonably withheld, conditioned or delayed;
  - (iv) Subject to the terms and conditions of any agreement between the University and its vendors, permit PNC Bank to work with University's vendors as necessary for PNC Bank to fulfill its commitments hereunder;
  - (v) Subject to the University rules and regulations, which shall be provided to PNC in advance, permit PNC Bank physical access on campus and presence at campus events necessary for PNC Bank to exercise the marketing rights enumerated herein; and
  - (vi) [Optional] if selected by the University to do so, designate PNC Bank as the only entity permitted to link the University ID Card to deposit accounts.
- (b) Make available the following marketing rights for the Program, subject to pre-approval by the University of each specific activity:

Students:

- (i) Permitting PNC Bank, at its expense, to conduct a mailing to the Student List at the beginning of the first school year of this Agreement. Provided that the contents of such mailing shall be pre-approved by University.
- (ii) Permitting on-campus access including tabling by PNC Bank at mutually-agreed upon University events such as freshmen orientations, student fairs, etc.,

consistent with University reservation and use of space policies.

- (iii) Subject to the limitations of the Family Educational Rights and Privacy Act (“FERPA”), annually and prior to the start of/and throughout the orientation season, permitting the conduct by PNC Bank of direct mailings to the University or home addresses to the New Student List.
- (iv) Permitting semi-annual mailings by PNC Bank to the Student List.
- (v) Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are (i) in compliance with applicable laws and University rules and regulations, (ii) are limited to locations designated by the University for such activities, and (iii) are scheduled through the normal University process for reserving space.
- (vi) Permitting the distribution by PNC Bank of Program communications, via distributions methods approved by the University, (which Program communications bearing University Marks shall be reviewed and approved in writing in advance by University, and such approval shall not be unreasonably withheld, conditioned or delayed).
- (vii) Providing PNC Bank preferred access to common areas for mutually-agreed upon tabling events throughout the year, consistent with University reservation and use of space policy.
- (viii) Permitting from time to time on-campus financial seminars at mutually agreed upon venues, pre-approved by University and at no cost to PNC Bank.
- (ix) Supporting mutually agreed-upon student events to be sponsored by PNC Bank.
- (x) Providing a web link from University’s key student web areas on the University’s web site to a customized site at [www.pnc.com/akron](http://www.pnc.com/akron).
- (xi) Subject to the University’s prior approval and at no additional cost to the University, permitting the use of intra-campus mail from time to time for the distribution by PNC Bank of mutually agreed upon Program communications approved bearing University Marks in writing in advance by University (which approval shall not be unreasonably withheld, conditioned or delayed.)

Faculty/Staff:

- (i) Permitting the distribution of materials by PNC Bank at new hire orientations.

- (ii) Permitting on-campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are (i) in compliance with applicable laws and University rules and regulations, (ii) are limited to locations designated by the University for such activities, and (iii) are scheduled through the normal University process for reserving space.
- (iii) Permitting on-campus tabling by PNC Bank at University events including but not limited to benefit-related fairs.
- (iv) Permitting semi-annual mailings by PNC Bank to faculty and staff to the address provided by the University.
- (v) Permitting PNC Bank to present agreed-upon on-campus financial seminars from time to time with individual University departments.
- (vi) Subject to prior review and approval by the University's Office Marketing and Communications, mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings.
- (vii) Subject to the University's prior approval and at no additional cost to the University, permitting the use of intra-campus mail from time to time for distribution by PNC Bank of mutually agreed upon Program communications approved in writing in advance by University, which approval shall not be unreasonably withheld, conditioned or delayed.
- (viii) Permitting advertising by PNC Bank in University publications and mailings at mutually agreed-upon fees.
- (ix) Providing a Web link as mutually agreed to by the parties from University's web site to a customized site at [www.pnc.com/uakron](http://www.pnc.com/uakron).

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

(d) Grant PNC Bank ATM deployment privileges on campus for a minimum of seven (7) ATMs as of the Effective Date. Two (2) of the ATMs shall be located in or near the E-BRANCH (and the grant and privileges associated with such ATMs shall be governed by and in accordance with the provisions of the terms and conditions of that certain E-BRANCH License Agreement between PNC Bank and University and entered into contemporaneously with this Agreement ("E-BRANCH License")), which is attached hereto as **Exhibit B** and incorporated

herein by this reference. The remainder of the ATMs (and the associated grant of ATM privileges with respect to these ATMs) shall be governed by and in accordance with the provisions of the Master License Agreement between PNC Bank and University entered into contemporaneously with this Agreement, which is attached hereto as Exhibit A and incorporated herein by this reference. Notwithstanding the foregoing, it is expressly understood and agreed by the parties that, as of the Effective Date, one (1) ATM, (the “non-PNC ATM”) exist on the University campus as set forth on Exhibit C. The non-PNC ATM is owned and maintained by Huntington Bank in the James A. Rhodes Arena in accordance with a University athletic program agreement. In the event the University athletic program agreement (applicable to Huntington Bank’s non-PNC ATM) is terminated, University shall extend to PNC Bank a thirty (30) day right to first refusal to provide an additional ATM at the James A. Rhodes location. Should PNC Bank choose not provide the additional ATM, the University may seek such services from another financial provider.

(e) Acknowledge PNC Bank’s option to impose a surcharge for the use of its ATM(s) if a surcharge of a same amount is imposed for use of PNC Bank branch ATMs in the Ohio area. If such a surcharge is assessed, the surcharge for the campus ATM(s) shall not exceed the surcharge imposed for use of PNC ATM(s) in the Ohio area. In the event the branch ATM surcharge is increased, then the surcharge applicable to the ATMs hereunder shall also increase by no more than a like amount. In no event will PNC Bank impose a surcharge hereunder that is applicable only to University’s Constituents; and

- (f) Prohibit any other financial institution from
- (i) establishing and/or operating a manned branch or automated branch on campus; and/or
  - (ii) installing any deposit taking ATM other than as otherwise permitted under this Agreement.

(g) Provide a location for the E-BRANCH, subject to the approval of University and PNC Bank, in the University’s current (or any future) Student Union.

(h) If the University elects to implement the University ID Card-Linking, University will be required to meet certain requirements pertaining to the design and encoding of the University ID Card. University will include the following elements when configuring the University ID Card:

- Encoding of track 2 of the magnetic stripe on the back of the University ID Card
- A disclosure statement printed on the back of the card to read as follows, “ATM function requires a linked PNC Bank deposit account”

- Logos required by PNC Bank or its vendors including Star®, Plus and PNC Bank
- Displaying the issued card number on the front of the University ID Card

Notwithstanding anything to the contrary contained in this Agreement, University's ability to provide any information to PNC Bank is subject to and conditioned upon the Family Education Rights and Privacy Act (FERPA), other applicable laws and regulations, and University's policies and procedures. Except for the files contemplated with respect to the linking service, University shall not be obligated to provide any information to PNC Bank which would require University to obtain the relevant individual's written consent prior to doing so.

(i) Notwithstanding the foregoing, PNC Bank acknowledges and agrees that the University may permit a different financial institution to offer and service a branded credit card which may be marketed, with the University's assistance, to alumni and donors of the University, even if these alumni/donors are also students/faculty of the University.

#### 7. COMMITMENTS OF PNC BANK:

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

- (a) Offer the Program to Constituents;
- (b) Actively market the Program, which shall include, among other things:
  - At times mutually agreed between the parties, providing materials for the mailing of PNC Bank's advertising and promotional information to Constituents;
  - Marketing the Program to Constituents as mutually agreeable during the Term, in accordance with Section 6 above;
  - At its sole cost and expense, designing and creating all marketing materials, as described above. Subject to the prior written approval of University, which shall not be unreasonably withheld, conditioned or delayed;
  - Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa® Check Card which will allow point of sale and ATM transactions everywhere the Visa® logo is displayed;
  - At PNC Bank's sole cost and expense, marketing to Constituents through mailings, advertisements in University publications, tabling at new student orientation and similar events;

- If requested by University, linking the University ID card to Accounts. If this is done, PNC Bank shall be solely responsible for complying with all applicable regulatory obligations for debit cards;
- Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;
- Providing University with a quarterly report of new Accounts opened and card transaction activity with de-identified, aggregated data;
- If the University elects to link its University ID cards with Accounts, provide to University a payment of \$35,000 towards the initial cost of re-cording the campus payable to the University upon the launch of a project to implement the service; and
- Collaborate with the University to develop and provide educational programs geared towards developing student financial awareness and responsibility.

(c) Establish and operate the E-BRANCH pursuant to the terms and conditions of **Exhibit B**.

(d) Provide on-site branch representatives in the E-BRANCH to assist Constituents with routine customer service matters such as account questions, new account requests, service transactions and account maintenance.

(e) Identify Account applications as Constituents at the time of Account opening and record such Accounts as part of the Program.

## 8. JOINT OBLIGATIONS

(a) The parties agree that they shall:

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

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

(iii) Upon request by the University, engage in good faith discussions regarding the best manner to implement a program linking the University ID Card to Accounts, upon the request of the Account owner;

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

(b) Upon request by the University, engage in good faith discussions resulting in the design and issuance of a co-branded Visa<sup>®</sup> Check Card. Each party will assume

responsibility for its own cost to invest in the exploration of this initiative with employee time, information gathering and data development. If requested by and agreed to by the University, PNC shall have the exclusive right to issue the co-branded Visa Check Card. PNC Bank will issue the Visa Check Card upon request by a PNC Bank Accountholder.

9. INSURANCE

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

COMMERCIAL GENERAL LIABILITY

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

(ISO GCL 1998 Form or equivalent required)

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

\$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

\$5,000,000 Each Occurrence  
\$5,000,000 Aggregate

EMPLOYER'S LIABILITY

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

## COMPREHENSIVE CRIME

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

PNC Bank shall name University as an additional insured on PNC Bank's General, Umbrella, Comprehensive, Crime, and Automobile Liability policies. If PNC Bank fails to maintain any of this insurance, University shall have the right, but not the obligation, to purchase any such insurance at PNC Bank's expense. It is understood and agreed that PNC Bank's insurance applies on a "primary" basis with respect to the performance of any of PNC Bank's rights or obligations hereunder.

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

## 10. REPRESENTATIONS AND WARRANTIES

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

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

(ii) The execution, delivery and performance of this Agreement by University is within University's powers, has been duly authorized by all necessary corporate action, and does not violate, conflict with or constitute a breach under any articles of incorporation or charter, bylaw, law, regulation, contract or obligation applicable to University;

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

(iv) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the execution, delivery and performance by University of this Agreement. (Notwithstanding the foregoing, if the University elects to link the University ID Card with Accounts, further authorization or approvals may be necessary;

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

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

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

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

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

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

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

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

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

(v) No information, schedule, exhibit, financial information furnished or to be furnished by PNC Bank to University in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any

material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading; and

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

#### 11. LOCATIONS/SIGNS

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

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

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

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

(c) PNC Bank must have University's prior written approval for any advertising materials that are included in University's publications, which consent shall not be unreasonably withheld, conditioned or delayed. Written approval shall be provided within ten (10) business days of the request by PNC Bank.

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

### 13. INDEMNIFICATION

(a) Indemnification by University. University is a state of Ohio educational institution whose liability only can be determined in the Ohio Court of Claims pursuant to Ohio law as set forth in Ohio Revised Code Section 2743.02. To the extent permitted by law, including, but not limited to, Ohio Revised Code Chapter 2743 and Section 3345.40, University shall be responsible for any and all claims, actions, damages, expenses awarded by a court of competent jurisdiction, for the negligent acts and omissions of its officers and employees engaged in the scope of their employment and arising under this Agreement. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02. Such obligations shall not apply to Losses that 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 Board of Trustees, officers, 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) Negligence, 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, (subject to the statutory authority of the Ohio Attorney General to appoint counsel) 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, provided however that the Indemnified Party, if it elects, later may seek contribution from the Indemnifying Party for the cost of defense, as specified in section (13)(c)(iv) below.

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

(iii) In any Third Party Claim the defense of which is controlled by the Indemnifying Party, the Indemnifying Party will not, without Indemnified Party's prior written consent (and subject to the statutory authority of the Ohio Attorney General to approve settlements,) 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 SUBJECT TO THE STATUTORY LIMITATIONS OF OHIO REVISED CODE SECTION 3345.40, THIS LIMITATION OF LIABILITY WILL NOT APPLY TO ANY CLAIM ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, ANY CLAIM ARISING FROM BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT OR ANY THIRD PARTY CLAIM.

15. TAXES

(a) The University is a tax exempt entity and has been fully advised by University's counsel and/or tax consultant of any tax implications resulting from this Agreement. IN THIS REGARD, THE PARTIES SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE ROYALTY PAYMENTS TO BE MADE BY PNC BANK HEREUNDER WILL BE SOLELY FOR THE USE OF THE INTELLECTUAL PROPERTY AND UNIVERSITY'S OTHER COMMITMENTS HEREUNDER. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT, EXCEPT FOR THE NOMINAL SERVICES TO BE PROVIDED HEREUNDER, UNIVERSITY IS NOT REQUIRED, NOR WILL IT BE REQUIRED, TO PROVIDE ANY SUBSTANTIAL SERVICES TO PNC BANK IN EXCHANGE FOR THE PAYMENT OF THE ROYALTY PAYMENTS HEREUNDER.

(b) PNC Bank shall pay all taxes properly assessed against it or its property by any taxing authority because of its operations and conduct of its business (including PNC Bank's income, employment of personnel, franchise, sales, use and excise taxes) and shall pay all personal property taxes assessed on its fixtures, equipment and furnishings. PNC Bank shall have no obligation to pay taxes related to University's operations or conduct of its business (including University's income, employment of personnel, franchise, sales, use and excise taxes).

16. ASSIGNMENT/BINDING EFFECT

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

## 17. TERMINATION

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

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

(c) A party may elect not to renew this Agreement at the end of the Initial Term or first Renewal Term, as applicable, by providing written notice of non-renewal to the other party at least one hundred twenty (120) calendar days prior to the expiration of the Initial Term or Renewal Term, as applicable, and, in such case, this Agreement shall be terminated as of the end of the Initial Term or first Renewal Term, as applicable.

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

## 18. CONFIDENTIALITY

(a) Each of PNC Bank and University agrees that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or is made available to the other, including to each party's directors, officers, employees, Affiliates, agents or representatives, is referred to hereinafter as "Confidential Information." Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, customer or Constituent information, which includes, without limitation, names, addresses, telephone numbers, account numbers, demographic, financial and transactional

information or customer or Constituent lists, whether received after the date hereof. Confidential Information also includes information of any parent, subsidiary or Affiliate of PNC Bank or University. Each party, agrees to hold such Confidential Information in strictest confidence, not to make use thereof except in connection with the performance of this Agreement, and not to release or disclose any Confidential Information to any other party with the exception of parent companies, subsidiaries and affiliated companies, consultants, auditors, attorneys and other professionals who need to know the Confidential Information in order to perform their services; regulators; and prospective assignees, transferees or other successor to the rights of the parties, provided that in all such cases the third parties receiving the Confidential Information shall agree to hold such Confidential Information in strictest confidence consistent with this Section 18. In the event of a breach of the foregoing, the non-breaching party shall be entitled to specific performance, including the right to seek preliminary and permanent injunctive relief against the breaching party, in addition to any other remedies at law to which it may be entitled.

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

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

## 19. ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto, if any, constitutes the entire agreement and understanding among the parties with respect to the subject matter herein and the

transactions contemplated herein and any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, are merged herein and are superseded hereby. If there is a conflict between the terms of this Agreement and any Schedule or Exhibit attached hereto, the terms of this Agreement shall control.

20. AMENDMENT

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

21. FORCE MAJEURE

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

22. HEADINGS

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

23. SEVERABILITY

Any element of this Agreement held by a court of competent jurisdiction 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 State of Ohio 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 an

Ohio court of competent jurisdiction 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:

Director of Purchasing  
302 Buchtel Common  
Akron, OH 44325

With a copy to:

The University of Akron  
Office of General Counsel  
302 Buchtel Common  
Akron, OH 44325-4706

If to PNC Bank, then to:

PNC Bank, National Association  
Two PNC Plaza  
620 Liberty Avenue  
13th Floor  
Pittsburgh, Pennsylvania 15222  
ATTN: Manager, University Banking

With a copy to:

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

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

26. RELATIONSHIP

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

27. WAIVER

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

28. REMEDIES

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

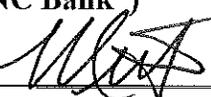
29. COUNTERPARTS

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

**[SIGNATURE PAGE TO FOLLOW]**

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

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

By: 

Name: Nickolas Ceato

Title: Sr. Vice President

Date: 7-10-2012

**The University of Akron**  
**("University")**

By: 

Name: David J. Cummins

Title: VP Finance Administration/CSO

Date: 7/17/12

**OFFICE OF GENERAL COUNSEL**  
**THE UNIVERSITY OF AKRON**  
*Reviewed and Approved for*  
*Legal Form and Sufficiency*

By:   
Date: 7.17.12

**EXHIBIT A**  
MASTER LICENSE AGREEMENT

**EXHIBIT B**  
E-BRANCH LICENSE

**EXHIBIT C**  
NON-PNC BANK ATM

**EXHIBIT D**  
UNIVERSITY MARKS

**EXHIBIT E**  
PNC BANK MARKS

**EXHIBIT F**  
WEBLINKING AGREEMENT

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**EXHIBIT A**  
**MASTER LICENSE AGREEMENT**

THIS MASTER LICENSE AGREEMENT (“ATM Agreement”), is effective as of the 16<sup>th</sup> day of July 2012, (“Effective Date”), and entered into by and between The University of Akron, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 302 Buchtel Common, Akron, OH 44325, (“University”), and PNC Bank, National Association, a national banking association (“PNC Bank”). This ATM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the “Agreement”). Capitalized terms used in this ATM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

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

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

**1. License**

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

**2. Grant of License**

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

**3. Location of ATMs**

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

protect the security of the ATM(s).

**4. ATMs**

(a) At least one ATM will be an Advanced Function ATM that can dispense cash, accept deposits, cash checks, transfer funds between accounts and provide statements. The remaining ATMs that will be installed shall, at a minimum, perform cash withdrawals, transfers and balance inquiries. The ATMs will have the ability to be upgraded to provide additional capabilities as the parties may mutually agree from time to time.

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

**5. Installations**

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

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

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

(iii) such wiring, connections, and hook-ups as are required to connect the ATMs to the dominant regional ATM network (the "Installations"). All such work shall be coordinated through the University's Office of Capital Planning and Facilities Management and shall meet all applicable codes and University requirements.

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

(i) at the locations mutually agreed upon;

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

ATM Agreement;

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

(iv) PNC Bank will indemnify and save University harmless from and against all liability, loss, cost and expense arising in connection with the installation and operation; and

(v) Upon termination of the Agreement, PNC Bank shall remove the ATMs and all portions of the related Equipment and Installations not installed within utility company conduits or rights of way or within the walls, floors or ceiling of the Locations and may, at its option, remove any other portions of the related Installations, provided that PNC Bank shall cap all pipes and conduits and restore any damage to the Locations caused by such removal.

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

## **6. Title**

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

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

The operation, servicing, maintenance and repair of the ATMs and the related Equipment and Installations shall be under the sole control of PNC Bank and its agents, employees and

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

University will:

- (a) pay for the electricity usage by the ATM(s) and install the necessary outlets and connections, if required, at its expense;
- (b) keep the ATMs and the area around the ATMs clean, presentable and free from obstruction, and with respect to the Locations generally, University will continue to maintain the same standards of cleanliness, maintenance, repair and operation as are in effect on the date of this ATM Agreement;
- (c) pay all costs and expenses for ownership, operation, maintenance and repair of the Locations and business (including real estate taxes and utilities) not expressly made payable by PNC Bank herein;
- (d) Maintain the Locations to allow for proper functioning of the ATM.

## **8. Covenants**

- (a) University hereby covenants as follows:
  - (i) it shall not use or permit the use of the PNC Bank name or logo without prior approval of PNC Bank;
  - (ii) it shall use and permit the use of the ATM logos only in compliance with the requirements of the holders of rights in such logo. University acknowledges that the ATM logos are registered trademarks where indicated; and
  - (iii) upon performing all of its covenants and obligations hereunder, PNC Bank shall peacefully and quietly have, hold and enjoy the rights in each Location granted to it hereby subject to all of the covenants, terms and conditions herein contained.
- (b) PNC Bank hereby covenants as follows:

- (i) its ATMs will (i) comply with all applicable legal requirements, including, without limitation, laws/regulations relating to consumer protection and the requirements of the Americans with Disabilities Act in ensuring that the ATMs are readily useable by disabled persons; (ii) remain technologically current and that PNC Bank's product offerings will reflect advances in the industry; and (iii) will be upgraded to permit the display of on-screen messages which have been previously approved by University; and
- (ii) it shall not use or permit the use of University's Marks without prior written approval of University and subject at all times to University's policies concerning use of such marks.

**9. Certain Rights of the Parties**

- (a) PNC Bank reserves the right to impose a surcharge on users of its ATMs that are subject to this ATM Agreement, consistent with the limitations detailed in the Agreement.
- (b) PNC Bank reserves the exclusive right to determine whether any surcharge hereunder shall be imposed upon PNC Bank cardholders.

**10. Performance; Warranty**

PNC Bank warrants that the ATMs in the Locations shall be fully operational no less than 96% of the time, unless operation is prevented by Force Majeure or routine servicing of the ATMs. PNC Bank will provide University with quarterly reports of the performance of the ATMs.

**11. Security**

- (a) University shall maintain security at the Locations in accordance with the standards for security generally at University's facilities; University shall not be required to post a security guard for any ATM hereunder. Except as otherwise provided herein, all costs and expenses incurred in connection with such security measures shall be borne by University.
- (b) University shall notify PNC Bank of any damage to the Locations which adversely affects the operation or security of the ATMs, and University agrees to make, at its expense, such repairs to the Locations, as shall be necessary to correct such adverse effects.
- (c) In the event of fire, casualty, riot or other emergency, University shall use reasonable efforts to protect the security of any affected ATM. Once PNC Bank deems the affected ATM machine secured, whether by relocation (which shall be

by PNC Bank) or otherwise (for example, but not in limitation of the foregoing, by removal), University's security obligations hereunder shall again be governed by subsections (a) and (b) of this Section 11. The parties agree that in the event of the emergency circumstances enumerated in this subsection 11 (c) time is of the essence and University and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

**12. Insurance; Indemnity and Loss**

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

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

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

**13. Term and Termination**

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

**14. General**

- A. Access:** University shall permit PNC Bank or its authorized service representative, to have access to the Location, subject to University's reasonable security requirements, if any.
- B. ADA Compliance:** During the Term of the Agreement, University shall comply with the Americans with Disabilities Act of 1990 ("ADA"), any amendments to the ADA, its implementing regulations, and applicable ADA Accessibility Guidelines for Buildings and Facilities, as well as all other federal, state and local laws regarding access to and service to

individuals covered by the ADA. Notwithstanding the foregoing, PNC Bank shall not be obligated to comply with the ADA Accessibility Guidelines for Buildings and Facilities, (the "Guidelines"), or any federal, state or local laws enforcing said Guidelines at the Location or University's campus.

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

If to PNC Bank:

PNC Bank, National Association  
Self Service Banking  
1600 Market Street, 9<sup>th</sup> Floor  
Philadelphia, PA 19103  
ATTN: James Walker  
Telephone: 215-585-5134

With a copy to:

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

If to University then to:

Director of Purchasing  
302 Buchtel Common  
Akron, OH 44325-9001

With a copy to:

The University of Akron  
Office of General Counsel  
302 Buchtel Common

Akron, OH 44325-4706

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

- D. **Entire ATM Agreement:** This ATM Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter herein and the transactions contemplated herein and any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, are merged herein and are superseded hereby.
- E. **Counterparts:** This ATM Agreement may be executed in two or more counterparts each of which shall be deemed a duplicate original.

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

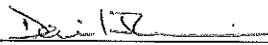
**PNC Bank, National Association**  
("PNC Bank")

By: 

Title: Sec. Vice President

Date: 7-10-2012

**The University of Akron**  
("University")

By: 

Title: VP Finance & Administration/CFO

Date: 7/12/12

**OFFICE OF GENERAL COUNSEL**  
**THE UNIVERSITY OF AKRON**  
*Reviewed and Approved for*  
*Legal Form and Sufficiency*

By:   
Date: 7-12-12

**SCHEDULE A**  
**Prototype: Not To Be Completed by University**

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

1. Location for ATMs to be Installed After the Effective Date:
  
2. University's Interest in Location:
  
3. Identity of owner(s) of record of the Location:
  
4. (a) Are there any mortgage liens on the Location? Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, list all holders of a mortgage lien. \_\_\_\_\_  
\_\_\_\_\_
  
- (b) Are there any security interests in the fixtures, machinery, and equipment installed at the Location? Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, list all holders of a security interest. \_\_\_\_\_  
\_\_\_\_\_

[UNIVERSITY MUST PROVIDE INFORMATION]

5. Other:

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

**University:** \_\_\_\_\_

**PNC Bank:** \_\_\_\_\_

**SCHEDULE A-1  
TO "EXHIBIT A"  
LICENSE AGREEMENT**

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

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

302 Buchtel Common, Akron, OH 44325 Simmons Hall, 1<sup>st</sup> Floor

2. University's Interest in Location:

Owner

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

The University of Akron

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

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

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

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

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated July 16, 2012 between PNC Bank and University.

University: 

PNC Bank: 

**SCHEDULE A-2  
TO "EXHIBIT A"  
LICENSE AGREEMENT**

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

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

302 Buchtel Common, Akron, OH 44325  
EJ Thomas

2. University's Interest in Location:

Owner

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

The University of Akron

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

If Yes, list all holders of a mortgage lien. \_\_\_\_\_  
\_\_\_\_\_

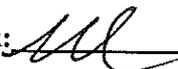
(b) Are there any security interests in the fixtures, machinery, and equipment installed at the Location? Yes \_\_\_\_\_ No X

If Yes, list all holders of a security interest. \_\_\_\_\_  
\_\_\_\_\_

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated July 16, 2012 between PNC Bank and University.

University:  \_\_\_\_\_

PNC Bank:  \_\_\_\_\_

**SCHEDULE A-3  
TO "EXHIBIT A"  
LICENSE AGREEMENT**

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

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

302 Buchtel Common, Akron, OH 44325  
Bierce Library

2. University's Interest in Location:

Owner

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

The University of Akron

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

If Yes, list all holders of a mortgage lien. \_\_\_\_\_  
\_\_\_\_\_

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

If Yes, list all holders of a security interest. \_\_\_\_\_  
\_\_\_\_\_

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated July 16, 2012 between PNC Bank and University.

University: 

PNC Bank: 

**SCHEDULE A-4  
TO "EXHIBIT A"  
LICENSE AGREEMENT**

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

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

302 Buchtel Common, Akron, OH 44325  
College of Business Administration

2. University's Interest in Location:

Owner

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

The University of Akron

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

If Yes, list all holders of a mortgage lien. \_\_\_\_\_  
\_\_\_\_\_

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

If Yes, list all holders of a security interest. \_\_\_\_\_  
\_\_\_\_\_

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated July 16, 2012 between PNC Bank and University.

University: 

PNC Bank: 

**SCHEDULE A-5  
TO "EXHIBIT A"  
LICENSE AGREEMENT**

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

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

302 Buchtel Common, Akron, OH 44325  
Polsky Building

2. University's Interest in Location:

Owner

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

The University of Akron

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

If Yes, list all holders of a mortgage lien. \_\_\_\_\_  
\_\_\_\_\_

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

If Yes, list all holders of a security interest. \_\_\_\_\_  
\_\_\_\_\_

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated July 16, 2012 between PNC Bank and University.

University: DE

PNC Bank: ML

**EXHIBIT B**  
**E-BRANCH LICENSE**

THIS E-BRANCH LICENSE AGREEMENT ("License") is made effective 16<sup>th</sup> day of July 2012, ("Effective Date"), and entered into by and between The University of Akron, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 302 Buchtel Common, Akron, OH 44325 OH 44325 ("Licensor").

AND

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

WITNESSETH:

WHEREAS, Licensor is the owner of a lot of land situated on the campus of The University of Akron, ("Premises"), on which there is erected the building known as the Student Union ("Building"); and

WHEREAS, Licensor and Licensee have entered into that certain University Banking Services Agreement of even date herewith between Licensor and Licensee (the "Banking Agreement") pursuant to which Licensee has agreed to provide Financial Services, including ATM(s), to the Constituents; and

WHEREAS, this License is an exhibit to and an integral part of the University Banking Services Agreement.

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

1. PREMISES. Licensor in consideration of the License payments provided in this License licenses to Licensee space within the Building of approximately nine hundred (900) square feet as more particularly shown in the floor plan attached hereto as **Exhibit A**, which space includes such areas as queuing line space and entrance to the secured areas, and for the placement of an "E-BRANCH" (as defined below) ("Demised Premises"). The Demised Premises is located on the first floor of the Student Union. Licensor warrants that the Premises and the Demised Premises are environmentally clean and in compliance with the requirements of the Americans with Disabilities Act. An "E-BRANCH" (as defined in the Banking Agreement) to provide "Financial Services" at the E-BRANCH. The E-BRANCH shall be equipped with at least one (1) advanced function ATM.

2. TERM. The License term will begin on July 16, 2012 and shall continue through December 31, 2018 ("Initial Term").
3. RENEWAL TERMS. In the event Licensee and Licensor extend the University Banking Services Agreement for the one (1) five year renewal option, this License will be evaluated and adjusted accordingly. A renewal option for this License does not exist without the extension of the University Banking Services Agreement.
4. LICENSE PAYMENTS. The financial terms and payments associated with the leasing of this space are included in Section 3 Royalty, Payment Terms in the University Banking Services Agreement. The payments and royalties section outlines what will be remitted to the University throughout the term of the relationship and the University shall determine the appropriate internal distribution and allocation methodology.
5. POSSESSION. Licensee shall be entitled to possession on the first day of the term of this License, and shall yield possession to Licensor on the last day of the term of this License, unless otherwise agreed by both parties in writing.
6. USE OF PREMISES. Licensee shall use the Demised Premises to conduct Branch Financial Services, as defined in paragraph 7 of this Agreement and other related financial service operations only, and for no other purpose. The Demised Premises may be used for any other purpose only with the prior written consent of Licensor.
7. BRANCH FINANCIAL SERVICES. Licensee agrees to provide Branch Financial Services to the University community on the Demised Premises. "Branch Financial Services" shall mean the provision or promoting of services that include, but are not limited to, opening new deposit accounts, accepting consumer loan applications, accepting mortgage applications, performing normal banking transactions, and/or ATM services, and may include financial services, such as investment counseling, investment management, brokerage and trust services, non-deposit investment products, annuities, the sale of insurance and/or any other financial service permitted by applicable law.

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

8. REMODELING OR STRUCTURAL IMPROVEMENTS. Licensee shall have the right to conduct any construction or remodeling at Licensee's expense that may be required to use the Demised Premises as specified above. Licensee may also construct such fixtures

on the Demised Premises at Licensee's expense that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of Licensor, which consent shall not be reasonably withheld, and shall be consistent with all applicable codes and University regulations. At the end of the License term, Licensee shall be entitled to remove, or at the request of Licensor shall be required to remove, such fixtures, and shall return the Demised Premises to substantially the same condition as at the commencement of this License. Ordinary wear and tear, damage caused by Licensor, or its agents, employees or contractors, arising from a casualty, or all structural changes, remodeling and additions to the Demised Premises made or done with the written consent of Licensor shall be considered as exempt.

- (a) The Licensor may use a portion of the Demised Premises, as agreed to by Licensee, specifically for the Licensor's ID Card Office.
  - (b) The Licensor will be responsible for all costs/expenses associated with the operation and provision of services by the Licensor's ID Card Office. These costs/expenses shall include and not be limited to office supplies.
9. MAINTENANCE. Licensor shall have the responsibility to maintain the Demised Premises in good repair at all times. This shall include all structural maintenance and items of repair that relate to the building and Licensor's fixtures. Licensor shall clean and maintain all common areas and shall have the responsibility of maintaining and cleaning the space constituting the Demised Premises consistent with Licensor's reasonable expectations and with the remainder of the Building.
10. ACCESS BY LICENSOR TO PREMISES. Licensor, its agents, employees and contractors shall have the right to enter all parts of the Demised Premises during Licensee's business hours after giving prior notice to Licensee to inspect the same, show the same to prospective purchasers or Licensees or for the purposes of maintenance or repair accompanied by a security officer of Licensee during such inspection, and to enforce and carry out any provision of this License, and, without assuming responsibility to do so, to make repairs or alterations. In the event of an emergency endangering life or property, or in the event of Licensee's desertion or abandonment of the Demised Premise, Licensor shall have the right to enter by force.
11. UTILITIES AND SERVICES. Licensor shall be responsible for all utilities and services in connection with the use of the Demised Premises by Licensee. Licensee shall be responsible for telephone, video surveillance and internet service within the confines of the Demised Premises.
12. INSURANCE. (a) "Liability Insurance" is insurance providing coverage for sums the insured becomes legally obligated to pay as damages because of an occurrence resulting in property damage or in bodily injury (including sickness and disease, and including death from such injury, sickness or disease), or because of an occurrence resulting in

personal injury or advertising injury, an example of which is insurance known at the date of this Agreement as "commercial general liability" insurance (formerly known as "comprehensive general liability"), and which coverage is provided under customary terms, conditions, and limitations, including occurrence-based coverage (and not claims-based coverage) as long as such coverage is available at commercially reasonable rates.

(b) Licensee shall carry and cause its contractors to carry Liability Insurance with a limit of at least \$5,000,000 (combined single limit for bodily injury and property damage) which limit is subject to increase each three years, on Licensor's reasonable request. Licensee's Liability Insurance is primary to Licensor's Liability Insurance for occurrences in the Demised Premises. The insurer must be licensed in the state in which the Demised Premises is located, give Licensor thirty (30) days' notice of cancellation or reduction in coverage, and furnish Licensor certificates of coverage on request. Under the Liability Insurance policy, the inclusion of additional insureds must not affect coverage for the named insured for claims made regarding this Agreement against it by for the named insured for claims made regarding this Agreement against it by additional insureds where the claims would have been covered under the policy had the additional insured not been included. Licensee shall carry property insurance with respect to its furniture, fixtures and equipment providing "all risk" coverage. Licensee may use blanket policies.

(c) Licensor shall carry Liability Insurance with a limit of at least \$5,000,000 (combined single limit for bodily injury and property damage) which limit is subject to increase each three years, on Licensee's reasonable request. Licensor's Liability Insurance is primary to Licensee's Liability Insurance for occurrences in the Premises outside the Demised Premises. The insurer must be licensed in the state in which the Premises is located, give Licensee thirty (30) days' notice of cancellation or reduction in coverage, and furnish Licensee certificates of coverage on request. Under the Liability Insurance policy, the inclusion of additional insureds must not affect coverage for the named insured for claims made against it by additional insureds where the claims would have been covered under the policy had the additional insured not been included. The parties will coordinate the subrogation clauses of these coverages. To the extent required by any applicable License Agreement, Licensor shall carry property insurance on the Premises providing "all risk" coverage with a replacement cost endorsement. Licensor may use blanket policies and property insurance deductibles up to \$100,000.

(d) Either party may self-insure as long as the self-insuring party's (or its parent corporation's) net worth exceeds \$60,000,000 and the self-insuring party (or its parent corporation) is consistently able to meet its financial obligations as they mature and complies with the law applicable to self-insurance.

(e) The merchandise and other property of Licensee and its employees at the Demised Premises may be subject to damage or loss by reason of many hazards, such as theft, fire, leakage, heater power failure, accidents, defects in plumbing, boiler or other explosions, and the bursting of pipes. Insurance is obtainable against most if not all of such hazards. Licensor shall not be liable for any damage to the Demised Premises or to

the fixtures or equipment of Licensee contained therein or any loss suffered by Licensee caused by fire or any such other hazards, excluding such damage or loss caused by the negligence or willful misconduct of Licensor, its employees, agents or subcontractors.

13. INDEMNIFICATION.

Intentionally left blank.

14. DANGEROUS MATERIALS. Licensee shall not keep or have on the Demised Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Demised Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Licensor is obtained and proof of adequate insurance protection is provided by Licensee to Licensor. This shall not include the types of articles or items which are ordinarily used in a business setting but which may be considered dangerous, flammable or explosive.
15. ASSIGNABILITY/SUBLETTING. Licensee may not assign or sublet all or any part of the Demised Premises. This prohibition of sublicense or assignment does not apply for any assignment or transfer: (a) to any present or future subsidiary, affiliate, or parent of Licensee; or (b) to any successor in interest of the entire business or Licensee as a result of merger, consolidation, purchase, assignment, or operation of law. In no event will Licensee be required to obtain the consent of Licensor for any name change of Licensee. In such event as described in this paragraph, Licensee must notify Licensor of such change in a timely manner.
16. TAXES. Licensee shall have no responsibility to pay any share of common area maintenance charges, real estate taxes or such similar taxes which may be assessed upon Licensor as part of any applicable License Agreement. Licensor shall be solely liable for any and all common area maintenance charges, real estate taxes, or any applicable taxes under the terms of the License Agreement.
17. DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises in which the Demised Premises exist are partially destroyed in a manner that prevents the conduct of Licensee business within the Demised Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, and if the cost of repair is less than \$100,000, Licensor shall repair the Premises and License payments shall abate during the period of repair. However, if the damages are not repairable within sixty (60) days, or if the cost of repair is \$100,000 or more, or if the Licensor is prevented from repairing the damage by forces beyond Licensor's control, or if the Premises of which the Demised Premises is a part is condemned, this License shall terminate upon twenty (20) days after receipt of written notice of such event or condition by either party.

18. MECHANICS LIEN. Neither Licensee or anyone claiming through Licensee shall have the right to file mechanics liens or any other kind of lien on the Demised Premises. Licensee agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.
19. DEFAULT. Licensee shall be in default of this License if Licensee fails to fulfill any License obligation by which Licensee is bound. Subject to any governing provisions of law to the contrary, if Licensee fails to cure any obligation within thirty (30) days after written notice of such default is received by Licensee, Licensor may take possession of the Demised Premises without further notice, and without prejudicing Licensor's rights to damages; provided, however that if the nature of the default is such that the same cannot be reasonably cured within such thirty (30) day period, Licensee shall not be deemed to be in default if Licensee shall within such period commence such cure and thereafter diligently prosecuting the same to completion. In the alternative, Licensor may elect to accept a cure of any financial obligations under this License. Licensee shall pay all costs, damages, and expenses suffered by Licensor, including reasonable attorney's fees, if any, by reason of Licensee's defaults.

Licensor shall be in default of this License if Licensor fails to fulfill any License obligation or term by which Licensor is bound. If Licensor fails to cure any such obligation or term within thirty (30) days after receipt of written notice of such default from Licensee, then Licensee may perform the same for the account of and at the expense of Licensor, and in such event Licensor shall reimburse Licensee no later than five (5) business days after written demand; provided, however, that if the nature of the default is such that the same cannot be reasonably cured within such thirty (30) day period, Licensor shall not be deemed to be in default if Licensor shall within such period commence such cure and thereafter diligently prosecute the same to completion.

20. EXCUSE OF PERFORMANCE (FORCE MAJEURE). Notwithstanding anything in this License to the contrary, if either party shall be delayed or hindered in or prevented from performance of any act required herein by reason of any strike, lock-out, labor dispute, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, failure of power, inability to obtain any material or service, Act of God or other reasons of a like nature not related to the fault of the affected party, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
21. CONDITION SUBSEQUENT. The effect of this License shall be binding upon the parties hereto at the time of the signing hereof with the condition subsequent that in the event that the appropriate regulators of Licensee do not grant approval of such License or the providing of the agreed services, then Licensee shall be released from further obligation under this License and agrees to release Licensor from same provided, however, that in such event, Licensee remain liable for all direct damages suffered by Licensor. Licensor shall use its best efforts to mitigate its damages by promptly searching

for a replacement Licensee which will provide the same services at the same rate as Licensee has agreed.

22. LICENSEE EMPLOYEES. Licensee agrees that it, its employees, agents and subcontractors and all persons about the Demised Premises under its control, shall and will abide by all regulations promulgated for the operation of the Building by the governing body of the Licensor provided such rules and regulations and any amendments thereto are made available to Licensee at least seven (7) days in advance of the effective date of such rules and regulations and further provided that such rules and regulations do not conflict with any laws or regulations applicable to Licensee's business and do not unreasonably impair E-BRANCH operations. Licensor agrees, to the best of Licensor's ability, to promptly notify Licensee at any time that rules or regulations are going to be enacted concerning the operation of the Building which could affect Licensee and further agrees to coordinate such rules and regulations with Licensee so that any special requirements of Licensee in the conduct of its business shall be taken into consideration prior to enactment by Licensor. Licensee's employees, while working at the E-BRANCH, shall be entitled to the nonexclusive use of the restroom facilities and any break room in the Building provided by Licensor for the convenience of Licensor's employees.
23. NOTICE. Notices under this License shall not be deemed valid unless given or served in writing and forwarded by certified mail, return receipt, postage prepaid, addressed as follows:

TO LICENSOR:

Director of Purchasing  
302 Buchtel Common  
Akron, OH 44325-9001

TO LICENSEE:

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

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

24. AUTHORITY OF PARTIES. Licensor and Licensee each warrants that it is authorized and empowered to enter into this License, that the person signing on its behalf is duly authorized to execute this License, and that no other signatures are necessary.

25. BINDING OF SUCCESSORS. All terms and provisions of this License shall be binding upon and inure to the benefit of the parties hereto, and to their successor and assigns and legal representatives.
26. CONSENT NOT UNREASONABLY WITHHELD. All consents, permissions and approvals require or permitted by Licensor hereunder shall be in writing and shall not be withheld, conditioned or delayed unreasonably.
27. NO JOINT VENTURE. Nothing contained in this License shall be deemed or construed by the parties hereto by any third party to create the relationship of principal and agent, or of partnership, or of joint venture between Licensor and Licensee.
28. CONSTRUCTION. The titles of the sections or paragraphs of this License are for the convenience of the parties and shall not bind or limit any of the terms or provisions of this License. Whenever the context of this License requires, the neuter gender includes the masculine or the feminine, and the singular number includes the plural.
29. ENTIRE AGREEMENT/AMENDMENT. This License is an exhibit to and an integral part of the Banking Agreement and contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This License may be modified or amended in writing, if the writing is signed by both parties obligated under the amendment.
30. SEVERABILITY. If any portion of this License shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue to be held to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
31. RECORDING. Neither party shall record this License in any form without the prior written consent of the other.
32. WAIVER. The failure of either party to enforce any provisions of this License shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this License.
33. CUMULATIVE RIGHTS. The rights of the parties under this License are cumulative and shall not be construed as exclusive unless otherwise required by law.
34. GOVERNING LAW. This License shall be construed in accordance with the laws of the State of Ohio (without regard to conflicts of law provisions of the State).

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

**OFFICE OF GENERAL COUNSEL  
THE UNIVERSITY OF AKRON  
Reviewed and Approved for  
Legal Form and Sufficiency**

By: [Signature]  
Date: 7.12.12

**University  
("Licensor")**

By: [Signature]  
Title: VP Finance & Administration / CFO  
Date: 7/12/12

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

By: [Signature]  
Title: Sr. Vice President  
Date: 7-10-12

Exhibit A to E-Branch License  
“Floor Plan”



**EXHIBIT C**

**NON PNC ATMs**

Huntington Bank - James A. Rhodes Arena

## **EXHIBIT D**

### **UNIVERSITY MARKS**

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

<http://www.uakron.edu/im/resources/brand/>

All such use of the University Marks is subject to the prior review and approval by the University's Office of Marketing and Communications.

## EXHIBIT E

### PNC BANK MARKS

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

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



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

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

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

## **EXHIBIT F**

### **WEB LINKING AGREEMENT**

THIS WEB LINKING AGREEMENT (this "Web Agreement"), is effective as of the 16<sup>th</sup> day of July 2012, ("Effective Date"), and entered into by and between is entered into by and between The University of Akron, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 302 Buchtel Common, Akron, OH 44325 OH 44325, ("University"), and PNC Bank, National Association, a national banking association, ("PNC Bank"). This Web Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Banking Services Agreement"). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

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

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

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

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

#### **1. DEFINITIONS**

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

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

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

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

2. **TERM AND TERMINATION**

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

3. **GRANT OF LICENSE**

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

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

4. **WARRANTIES**

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

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

**[Signature page to follow]**

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

**UNIVERSITY**

By: David J. Commins

Name: David J. Commins

Title: VP Finance & Administration/CFO

Date: 7/12/12

**OFFICE OF GENERAL COUNSEL  
THE UNIVERSITY OF AKRON  
Reviewed and Approved for  
Legal Form and Sufficiency**

By: [Signature]  
Date: 7-12-12

**PNC BANK, NATIONAL ASSOCIATION**

By: [Signature]

Name: Nickolas Certo

Title: Senior Vice President

Date: 7-16-12

**SCHEDULE A  
TO "EXHIBIT F"  
PNC BANK MARKS**

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

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



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

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

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

**SCHEDULE B  
TO "EXHIBIT F"  
UNIVERSITY MARKS**

The University marks, logos and other graphics as specified reside in the following URL:

<http://www.uakron.edu/im/resources/brand/>

All such use of the University Marks is subject to the prior review and approval by the University's Office of Marketing and Communications.