

UNIVERSITY BANKING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 1st day of September, 2005, ("Effective Date"), and by and between the University of Scranton, a Pennsylvania non-profit corporation, with principal offices at 800 Linden Street, Scranton, PA 18510 ("University") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank"). This Agreement supercedes in their entirety all prior agreements between the parties hereto pertaining to the subject matter hereof, including, without limitation, the Interim Agreement, the Exclusivity Agreement and the Master License Agreement.

I. DEFINITIONS

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

(a) "Account" shall mean any new University affiliated Student or WorkPlace checking account which is (i) opened on or after the Effective Date hereof; (ii) obtained as a result of the joint efforts of the parties as set forth herein; and (iii) coded on the books and records of PNC Bank as a University of Scranton 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 30% of the equity of the entity.

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

(d) "Financial Services" shall mean certain services offered by PNC Bank hereunder, including, without limitation, opening new personal deposit accounts (checking, savings, certificates of deposit, Money Market and/or individual retirement accounts), Student Plan Accounts, WorkPlace Banking, PNC Bank Visa Check cards, and ATMs, including but not limited to, permitting and processing ATM transactions, but shall in no event include credit cards. The ATMs shall be provided pursuant to a separate Master License Agreement, Exhibit B, which is attached hereto and incorporated herein.

(e) "Force Majeure" shall have the meaning given that term in Section 22 below.

(f) "Graduate-List" shall mean a list of the University students that are eligible for graduation as determined by the records of University.

(g) "Program" shall mean the Financial Services and other services offered by PNC Bank to University's students, faculty, staff and graduates graduating seniors hereunder.

(h) "Program Goals" shall mean the number of student and WorkPlace Banking checking accounts opened by PNC Bank for the students, faculty, and staff of the University.

(i) "Student-List" shall mean an electronic list of currently enrolled students, both undergraduate and graduate, that includes student's name and permanent address and, if available, telephone number.

(j) "University ID Card" shall mean the ID card owned and issued by University.

2. TERM

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

3. PRICING, PAYMENT TERMS

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

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

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

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

<u>Year</u>	<u>Amount</u>
2006	\$10,000 (Payment by February 28, 2006 for 2005 new Account production)
2007	\$15,000
2008	\$20,000
2009	\$25,000
2010	\$30,000
2011	\$35,000 (Payment by February 28, 2011 for 2010 production)

(c) If the Program Goals have not been met, University will be paid based on the following formula:

The total actual number of Accounts opened during the payment period divided by the Total Goal identified above for the payment period. The result of the calculation will be multiplied by the annual payment listed above for the payment period.

(d) Annual payments will be made within sixty (60) days of the end of the payment period. PNC Bank shall forward a check for any payments due the University annually to such address as University may designate to PNC Bank in writing from time to time.

4. PRODUCTS AND SERVICES

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

(b) 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, professional and first-class manner. PNC Bank warrants that all services and activities to be provided by PNC Bank hereunder will be performed in accordance with sound and professional principles and practices, consistent with generally accepted industry standards, and shall reflect PNC Bank's best professional knowledge, skill and judgment, all of which shall be at a level appropriate to University's requirements for the services to be performed.

5. PNC BANK'S EMPLOYEES

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

(b) University and PNC Bank shall have the sole and exclusive right to select, direct, discipline and terminate their own respective employees and to determine the terms and conditions of their employment in accordance with applicable law. Each party shall have the right to inform the other party of any employee of such other party whose conduct in its good faith discretion is unsatisfactory.

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

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

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

6. OBLIGATIONS OF UNIVERSITY

University shall:

(a) (i) Promote the availability of the Program to its students, faculty and staff as mutually agreed with PNC Bank and University. Such promotion shall be at PNC Bank's expense, unless the parties agree otherwise from time to time; and

(ii) Permit PNC Bank the exclusive right to market the Program and Financial Services (exclusive of credit cards), to students, faculty and staff, and graduating seniors.

(b) Perform the following, with all promotional and marketing activities and materials to be mutually agreed, in advance, by the parties. Marketing shall consist of the minimum number of mailings specified below and may include, by way of example and not limitation:

Students:

- On-campus tabling at University events such as freshmen orientations
- Direct mailings to incoming students, provided those mailings are integrated with the University's direct mailing cycle for incoming students
- Semi-annual annual mailings to upperclassmen, at the beginning of each semester
- On campus promotions, giveaways, etc.
- On-campus direct mail and e-mail as mutually agreed upon
- PNC Bank access to commons areas for tabling events throughout the year
- PNC Bank access to intra-campus mail for the distribution of mutually agreed upon Program communications

- University support in planning on-campus financial seminars
- Web link on University 's student Website and other key areas to a customized site at www.pncbank.com/us

Faculty/Staff:

- On-campus direct mail and e-mail as mutually agreed upon
- On-campus promotions, giveaways, etc.
- On-campus tabling at University events at University approved location
- Access to intra-campus mail for the distribution of mutually agreed upon Program communications
- Annual mailing to faculty and staff
- Support of PNC's New hire programs to attract new participants to the Program
- Participation in annual direct deposit and benefit fairs
- Advertising in University publication and mailings
- Web link on University's Human Resources Website and other key areas to a customized site at www.pncbank.com/wpb/us

Graduating Seniors

- Semi-annually provide PNC with a file of current graduating students
- On-campus promotions during graduate events
- On-campus tabling at University events specifically for graduating seniors
- Mailing of mutually agreed upon PNC Bank marketing materials to graduating seniors.

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

(d) Grant PNC Bank ATM privileges in accordance with the provisions of Exhibit B; and

(e) Design and develop a University co-branded Visa check card in conjunction with PNC Bank.

7. OBLIGATIONS OF PNC BANK:

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

(a) Offer the Program to University's students, faculty and staff;

(b) At times mutually agreed between the parties, provide materials for the mailing of PNC Bank's advertising and promotional information to students, faculty, staff, and graduating seniors such information shall not include material relating to credit cards;

(c) Market the Program to University's students, faculty and staff as mutually agreeable during the contract Term, in accordance with Section 6 above;

(d) Design and create all marketing materials, as described above. Subject to the prior written approval of University. University hereby grants to PNC Bank a limited, non-exclusive, non-transferable and

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

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

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

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

8. JOINT OBLIGATIONS

The parties agree that they shall use best efforts to:

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

(b) Conduct, in good faith, an annual review of the success of the Program with respect to the Program Goals described in Section 3.

9. INSURANCE

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

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

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

\$4,000,000 Each Occurrence
\$4,000,000 Aggregate

EMPLOYER'S LIABILITY

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

COMPREHENSIVE CRIME

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

PNC Bank shall name University as an additional insured on PNC Bank's General, Umbrella and Automobile Liability policies. Such policies shall contain a provision that the insurance shall not be cancelled without thirty (30) days prior written notice to University.

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

10. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

(vi) University's employees, trustees, officers or agents shall not make any representation, warranty, promise or statement to any customer regarding the approval, decline, collection, processing, or any

other handling of customer's products or services as provided by PNC Bank. Any questions regarding PNC Bank's products or services shall be immediately referred to PNC Bank;

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

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

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

(i) PNC Bank is a national banking association organized, validly existing and in good standing under the laws of the United States, 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 with, any governmental authority or regulatory body that is required for the execution, delivery and performance by PNC Bank of this Agreement shall be obtained in a timely manner;

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

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

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

11. LOCATIONS/SIGNS

University shall permit PNC Bank to place signs advertising the Program in locations on University's Campus that are mutually acceptable to both parties. PNC Bank must have University's prior written approval for size, content and colors of any signs, which consent shall not be unreasonably withheld.

12. ADVERTISING, PROMOTION AND RELATED ACTIVITIES

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

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

(c) University shall grant PNC Bank equal priority placement of advertisements to that of other banks to be contained in mutually agreed upon University controlled publications generally directed to University students, faculty and staff. Such advertisement placement by PNC Bank shall be at the standard publication rate for publications owned or operated by University. Notwithstanding the foregoing, PNC Bank must have University's prior written approval for any advertising materials that are included in University's publications, which consent shall not be unreasonably withheld or denied. Written approval shall be provided within ten (10) business days of the request by PNC Bank. The University's obligation to provide equal priority placement as aforesaid, shall not be applicable to advertisements that are subject to the terms of a sponsorship or marketing agreement between the University and another financial institution.

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

13. INDEMNITY

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

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

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

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

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

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

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

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

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

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

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

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

(iv) If the Indemnifying Party fails to timely defend, contest, or otherwise protect against any such claim, suit, or proceeding, and fails to contest in writing the Indemnified Party's right to indemnification, the Indemnified Party may, but will not be obligated to, defend, contest or otherwise protect against the same, and make any compromise or settlement thereof and recover the entire costs thereof from the Indemnifying Party, including reasonable fees and disbursements of counsel and all amounts paid as a result of such claim, suit or proceeding and the compromise or settlement thereof.

(v) The obligation of a party to indemnify the other party's officers, directors, employees and agents in accordance with this Section 13 may be enforced exclusively by the other party and nothing herein will be construed to grant such officers, directors, employees and agents any individual rights, remedies, obligations or liabilities with respect to the parties. The parties may amend or modify this Agreement in any respect without the consent of such officers, directors, employees and agents.

14. LIMITATION OF LIABILITY

NO PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH; PROVIDED, HOWEVER, THAT THIS LIMITATION OF LIABILITY WILL NOT APPLY TO ANY CLAIM ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, ANY CLAIM ARISING FROM BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT OR ANY THIRD PARTY CLAIM.

15. TAXES

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

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

16. ASSIGNMENT/SUBLICENSE/BINDING EFFECT

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

17. RIGHTS OF TERMINATION

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

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

18. CONFIDENTIALITY

(a) Except as expressly provided below, each of PNC Bank and University agrees that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or is made available to the other, including to each party's Representatives, as defined below, is referred to hereinafter as "Confidential Information." Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, customer information, which includes, without limitation, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer lists, whether received before or after the date hereof. Confidential Information also includes information of any parent, subsidiary or Affiliate of PNC Bank or University.

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

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

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

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

(f) With the exception of PNC Bank customer information, which shall be protected in all circumstances, it is understood and agreed that no information shall be within the protection of this Agreement where such information: (a) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed; (b) is released by the originating party to anyone without restriction; (c) is rightly obtained from third parties, who, to the best of a party's knowledge, are not under an

obligation of confidentiality; (d) was known by the receiving party, prior to its disclosure, without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of business; or (e) is independently developed by the receiving party without reference to the originating party's Confidential Information.

19. ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto, if any, constitutes the entire agreement and understanding among the parties with respect to the subject matter herein and the transactions contemplated herein and any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, are merged herein and are superseded hereby. If there is a conflict between the terms of this Agreement and any Schedule or Exhibit attached hereto, the terms of this Agreement shall control.

20. AMENDMENT

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

21. FORCE MAJEURE

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

22. HEADINGS

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

23. SEVERABILITY

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

24. GOVERNING LAW/JURISDICTION

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

25. NOTICES

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

If to University then to:

With a copy to:

If to PNC Bank, then to:

With a copy to:

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

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.

27. WAIVER

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

28. REMEDIES

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

29. COUNTERPARTS

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

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

University of Scranton

PNC Bank National Association

By: _____

By: _____

Name: _____

Name: _____

Title _____

Title: _____

Date: _____

Date 9/12/05

EXHIBIT A

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("ATM Agreement") is effective as of the 1st day of September, 2005 and is entered into by and between the University of Scranton ("University") a Pennsylvania non-profit corporation with offices at the address set forth below, and PNC Bank, National Association, a national banking association ("PNC Bank") with offices at the address set forth below. This ATM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Agreement"). Capitalized terms used in this ATM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

WHEREAS, from time to time University desires to locate ATMs at its business, and PNC Bank is willing to enter into licenses for such ATMs as hereinafter provided; and

WHEREAS, the parties hereto wish to set forth in full certain terms to be included in all Licenses to be executed pursuant to this Agreement.

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

1. License

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

2. Grant of License

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

3. Location of ATMs

The ATMs shall be located within or about the Locations as mutually agreed upon by the parties. The initial Locations will be as indicated in the Licenses. The ATMs, together with related Equipment and Installations, may be relocated only upon the mutual agreement of the parties, provided that the party requesting relocation will bear the cost thereof including the cost of relocating the aforesaid Equipment and Installations. An ATM may be removed or relocated in the event that the Location in which it is deployed, is demolished by University.

4. ATMs

The ATMs installed shall perform cash withdrawals, transfers and balance inquiries. One ATM hereunder shall accept deposits. The ATMs will have the ability to be upgraded to provide additional capabilities as the parties may mutually agree from time to time.

5. Installations

- (a) PNC Bank shall, using its own independent contractors, install at the Locations:
 - (i) ATMs and, at its option, additional modules to the ATMs thereafter;
 - (ii) such related machinery and equipment, including telecommunications equipment, alarm systems and signs, as are to be installed within the interior of the Locations as specified in the hereinafter described plans (the "Equipment"); and
 - (iii) such wiring, connections, and hook-ups as are required to connect the ATMs to the dominant regional ATM network (the "Installations").
- (b) University shall permit PNC Bank to install the ATMs and related Equipment and Installations as follows:
 - (i) at the locations mutually agreed upon;
 - (ii) University will use its best efforts to obtain approval of the installation from any parties whose approval is required to place an ATM at the Locations. This applies to any ATM installed after the date of this Agreement;
 - (iii) PNC Bank will be responsible for obtaining, at its expense, all approvals required in connection with the installation, provided that University will cooperate with PNC Bank, and secure the cooperation of any necessary other parties, as required by local ordinances and practice, in making permit applications;
 - (iv) PNC Bank will indemnify and save University harmless from and against all liability, loss, cost and expense arising in connection with the installation; and
 - (v) Upon termination of the Agreement, PNC Bank shall remove the ATMs and all portions of the related Equipment and Installations not installed within utility company conduits or rights of way or within the walls, floors or ceiling of the Locations and may, at its option, remove any other portions of the related Installations, provided that PNC Bank shall cap all pipes and conduits and restore any damage to the Locations caused by such removal.
- (c) Signs may be installed only upon the mutual agreement of the parties. If the parties mutually agree to install signs, PNC Bank and University shall determine each of their obligations to pay the cost of the signs and costs of sign installation, maintenance and removal.

6. Title

Title to and ownership of the ATMs and the related Equipment and Installations shall at all times be and remain in PNC Bank free and clear of all rights, title, interest, liens, security interests or claims owned, held, created or suffered by any person or entity claiming under, by or through University and such property shall be deemed movable personal property and not fixtures. Nothing herein shall be deemed to constitute a conveyance from PNC Bank to University of the ATMs, related Equipment or Installations. Upon the request of PNC Bank,

University will request from any persons or entities owning or holding title to or liens upon or leases, security interests or other interests in the Locations written waivers or releases in form and substance acceptable to PNC Bank confirming that such party has no legal claims or interests in the ATMs and further confirming PNC Bank's rights under this ATM Agreement. PNC Bank shall have the right to place a label on the ATMs indicating its interest in such machine and related Equipment and Installations which label University agrees not to disturb.

7. Operation, Servicing, Maintenance and Repair

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

(b) University will:

- (i) pay for the electricity usage by the ATM(s) and install the necessary outlets and connections, if required, at its expense;
- (ii) keep the ATMs and the area around the ATMs clean, presentable and free from obstruction, and with respect to the Locations generally, University will continue to maintain the same standards of cleanliness, maintenance, repair and operation as are in effect on the date of this Agreement;
- (iii) pay all costs and expenses for ownership, operation, maintenance and repair of the Locations and business (including real estate taxes and utilities) not expressly made payable by PNC Bank herein;
- (iv) reimburse PNC Bank upon withdrawal of the ATMs for the undepreciated cost of all improvements to the Locations which were made at University's request and are not reusable by PNC Bank; and
- (v) maintain the Locations at the environmental standards required by the ATM manufacturer for proper functioning of the ATM, which standards are provided to University by PNC Bank.

8. Covenants

(a) University hereby covenants as follows:

- (i) it shall not use or permit the use of the PNC Bank name or logo without prior approval of PNC Bank;
- (ii) it shall use and permit the use of the ATM logos only in compliance with the requirements of the holders of rights in such logo. University acknowledges that the ATM logos are registered trademarks where indicated; and

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

(b) PNC Bank hereby covenants as follows:

(i) its ATM will remain technologically current with the prevailing standards in the banking industry; and

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

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

9. Joint Marketing Plan

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

(b) Each party shall have the right of prior approval of advertising to be used by the other party hereto which incorporates reference to such party. It is agreed that University will advertise in the media of its choice, using PNC Bank's name wherever possible.

10. Certain Rights of the Parties

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

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

(c) During the Term of this ATM Agreement University will not grant to any person other than PNC the right to install or operate an ATM at University.

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

(e) PNC Bank shall not impose a surcharge hereunder upon PNC Bank cardholders who are University students, faculty, staff or on the Graduate-List.

11. Fees

University shall not be required to pay any fees hereunder.

12. Performance; Warranty

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

13. Security

- (a) University shall maintain security at the Locations located in the interior of University Campus buildings ("the Interior Building Sites"), located at the exterior of University Campus buildings ("the Exterior Building Sites"), and located at a parking or other free standing area at a University Campus (the "Exterior Free Standing Sites") in accordance with its standards for security generally at University Interior Building Sites, University Exterior Building Sites and University Exterior Free Standing Sites, respectively.
- (b) University shall notify PNC Bank of any damage to the Locations which adversely affects the operation or security of the ATMs, and University agrees to make, at its expense, such repairs to the Locations, including temporarily moving the ATMs to a more secure area within each Location, as shall be necessary to correct such adverse effects.
- (c) In the event of fire, casualty, riot or other emergency, University shall use reasonable efforts to protect the security of any affected ATM. Once PNC Bank deems the affected ATM machine secured, whether by relocation (which shall be by PNC Bank) or otherwise (for example, but not in limitation of the foregoing, by removal), University's security obligations hereunder shall again be governed by subsections (a) and (b) of this Section 13. The parties agree that in the event of the emergency circumstances enumerated in this subsection 13 (c) time is of the essence and University and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

14. Default

Subject to the provisions of the Agreement.

15. Insurance; Indemnity and Loss

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

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

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

maintenance of required insurance.

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

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

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

16. Term and Termination

This ATM Agreement shall be coterminous with the Agreement.

17. General

Subject to the provisions of the Agreement.

18. Notices

This Agreement may be executed in counterparts.

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

PNC Bank, National Association
("PNC Bank")

University of Scranton
("University")

By: _____

By: _____

Title: _____

Title: _____

Date: 9-8-05

Date: _____

EXHIBIT A

Prototype: Not To Be Completed by University

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

1. Location for Installation of an ATM:

2. University's Interest in Location:

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

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

5. Other:

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

University: _____

PNC Bank: _____

EXHIBIT A-1

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

1. Location for Installation of an ATM:
Gunster Memorial Student Center

2. University's Interest in Location:
Owner

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

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

5. Other:
None

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the License Agreement dated September 1, 2005 between PNC Bank and University.

University:

PNC Bank: _____

EXHIBIT A-2

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

1. Location for Installation of an ATM:
Hyland Hall

2. University's Interest in Location:
Owner

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

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

5. Other:
None

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the License Agreement dated September , 2005 between PNC Bank and University.

University: _____

PNC Bank: _____

ATTACHMENT A

Requirements for Use of Licensed Marks

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

<http://matrix.scranton.edu/identitymarks/images/identitymarks.html>
Username:
Password:
5. School's full name, The University of Scranton, should be used whenever possible. "University of Scranton" is not acceptable and should no longer be used. "Scranton" is acceptable.
6. Whenever School's full name, which is a federally registered trademark, is used on merchandise and goods in ways other than those specified on School's web site, Follett will insert a registered trademark symbol (®) at the end of the name.
7. Design submissions should be directed to the Senior Graphic Designer in the Office of Public Relations at School for review and approval. Current contact information is as follows:

**UNIVERSITY BANKING SERVICES AGREEMENT
FIRST AMENDMENT**

This is the First Amendment ("Amendment") to that certain University Banking Services Agreement by and between the University of Scranton ("Scranton"), and PNC Bank National Association ("PNC Bank") dated the 1st day of September 2005 (the "Agreement"). This Amendment shall be effective the 1st day of January, 2010 ("Effective Date"). All capitalized terms used in this Amendment and not defined shall have the meaning given them in the Agreement.

WHEREAS, the Agreement is scheduled to terminate on December 31, 2010; and

WHEREAS, the parties wish to terminate the original Banking Services agreement as of December 31, 2009 and reissue it in its entirety by the terms of this amendment; and

WHEREAS, the parties wish to extend the term of the Agreement for an additional five (5) year term ; and

WHEREAS, the parties have agreed to make certain modifications to the Agreement as set forth herein; and

WHEREAS, the parties agree that they will be bound by the terms hereof.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the parties agree as follows:

1. The following definitions in Section 1 are amended to read in their entirety as follows:

(a) "Account" shall mean any new University-affiliated student, faculty, or staff personal checking account including by way of example only and not in limitation of the foregoing, free student checking, Student Virtual Walletsm, and WorkPlace checking, with PNC Bank that is opened under the Program.

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

(d) "Financial Services" shall mean:

(A) the following financial services to be offered by PNC Bank to Students hereunder as part of the Program: Virtual Wallet®; student checking; offering co-branded PNC Bank check cards; opening new Accounts; opening new savings accounts; but in no event soliciting credit cards from Constituents; and

(B) the following financial services shall be offered by PNC Bank with preferred access to Employees: Virtual Wallet ®; PNC Bank co-branded check cards; Workplace checking, certificate of deposit, money market accounts; mortgages; loans; as well as individual retirement accounts.

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

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

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

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

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

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

5. Section 3(c) is amended by adding the following at the end thereof:

“In no event shall the annual payments hereunder be in an amount that is less than sixty percent (60%) of the Target Amount for such year.

6. Section 3 is amended by adding the following new subsection (e) to read in its entirety as follows:

“Within thirty (30) days of the Effective Date of this First Amendment PNC Bank shall pay University a signing bonus in the amount of twenty thousand dollars (\$20,000) by the means set forth in Section 3(d) above.”

7. A new Exhibit B "Student Payment Solutions Agreement" is attached and incorporated by reference into the Agreement.

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

PNC Bank, National Association
("PNC Bank")

University of Scranton
("Scranton")

By: _____

By: _____

Title: _____

Title: _____

Date: 4/5/10

Date: 4/11/10

EXHIBIT B

STUDENT PAYMENT SOLUTIONS AGREEMENT

THIS STUDENT PAYMENT SOLUTIONS AGREEMENT (the "Payment Solutions Agreement") is effective as of July 1, 2010 (the "Effective Date") and is entered into by and between the University of Scranton ("University") and PNC Bank, National Association, a national banking association, ("PNC Bank"). This Payment Solutions Agreement constitutes Exhibit B to and is an integral part of the Banking Services Agreement effective September 1, 2005, between the University and PNC Bank, as amended (the "Banking Services Agreement"). Capitalized terms used in this Payment Solutions Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

WHEREAS, the University of Scranton desires that PNC Bank process all University payments and disbursements to students and, in conjunction therewith, provide an on-line service for those payments and disbursements (the "Payment Solutions Service"); and

WHEREAS, PNC Bank has agreed to provide the Payment Solution Service;

NOW, THEREFORE, PNC Bank and the University of Scranton agree that a Payment Solutions Service shall be established subject to the terms and conditions of this Payment Solutions Agreement and the Banking Services Agreement, as applicable.

1. OBLIGATIONS OF PNC

During the term of this Payment Solutions Agreement, PNC Bank will process payments and disbursements from the University to students. Examples of such payments include, but are not limited to, financial aid credits, net student payroll, tuition refunds, and emergency loans.

In order to process payments and disbursements, PNC will maintain a database with information about the students. Such information shall include, but not be limited, to student's name, ID number, method of payment preference, permanent address, current mailing address and e-mail address. PNC Bank will provide the file layouts in order that the University can provide the information needed to process the payments. All such student information provided by the University of Scranton shall be maintained by the University in a separately encrypted data base and shall not be shared or used by PNC Bank for any purpose other than providing the Payment Solutions Services.

PNC Bank will design and provide access to a cobranded Payment Solutions website which shall be linked to the University's student website. The website shall be subject to

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

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

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

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

PNC Bank will provide the Payment Solutions Administrator with monthly reports and online access to payment history and activity.

PNC Bank will remit any unclaimed Title IV (20 USC 1070 et seq.) funds (that is, unclaimed or non-negotiated Title IV checks), as instructed by the University within the timeframes required by federal law.

2. OBLIGATIONS OF UNIVERSITY

University shall provide PNC Bank with the necessary information and funds to allow PNC to initiate the payments to the students.

a. Information shall be provided via two types of encrypted electronic flat files:

(i) Student file – Student's name, local address, student ID number and e-mail address. This data will include whatever information is mutually deemed by Scranton and PNC Bank to be necessary in order for PNC Bank to provide the Payment Solutions Service, and include the entire student population and all subsequent first-time students - freshmen, transfer, graduate, and professional; and

(ii) Payment File – Student ID number, payment amount, and requested disbursement date.

b. Funding will be provided by (i) PNC Bank initiated direct debit to a designated University account; (ii) an ACH transfer sent to a designated account at PNC Bank; or (iii) a wire transfer through the Fedwire system to a designated account at PNC Bank. The method of funding must be chosen in advance of the funding by the University. The method of funding may be changed by University by giving fifteen (15) days prior notice to PNC Bank, subject to such additional authorization verifications and certifications as PNC Bank may reasonably require. Regardless of the method of funding, payment must be received by PNC Bank at least one business day prior to the date that the funds will be disbursed to payee. Failure to provide funds at least one business day

prior to the desired disbursement date will relieve PNC Bank from all responsibility to process the payment on the payment date desired by the University; however, PNC Bank shall be obligated to disburse said payment as soon thereafter as possible. Furthermore, nothing in this Agreement, or any course of dealing between the parties, shall be deemed to constitute a commitment or offer by PNC Bank to extend credit or grant overdraft privileges to the University even if PNC Bank has done so on one or more prior occasions.

3. **TERM AND TERMINATION**

The term of this Payment Solutions Agreement shall be concurrent with the Banking Services Agreement.

4. **FEES**

University agrees to pay PNC Bank the fees outlined in Schedule 1 to this Payment Solutions Agreement. Fees will be invoiced on a monthly basis and will be due no later than thirty (30) days from the date of the invoice. Unless otherwise agreed to in writing, PNC Bank reserves the right to amend the Fee Schedule at any time and from time to time upon thirty (30) days written notice to the University.

5. **PAYMENT SOLUTIONS ADMINISTRATOR**

a. University shall designate a Payment Solutions Administrator to be the contact with PNC Bank in connection with the Payment Solutions Service. Such designation shall be in writing on the signature page of this Payment Solutions Agreement. The University hereby authorizes such Payment Solutions Administrator to provide information and instructions to PNC Bank as may be required by this Payment Solutions Agreement or necessary for the operation and maintenance of the Payment Solution Service.

b. All actions or instructions of the Payment Solutions Administrator with respect to the Payment Solutions Service shall bind the University. The Payment Solutions Administrator may be changed by the University with at least seven (7) days prior written notice to PNC Bank.

6. **FILE ERRORS**

University acknowledges that PNC Bank shall not be responsible for detecting errors in any file transmitted to PNC Bank for payment processing and disbursements, including but not limited to duplicate payments. University shall be solely responsible for any and all errors in files transmitted to PNC Bank (for example, an error in the amount of payment, name or address of payee, type of payment, etc.).

7. **CONFIDENTIAL INFORMATION**

Any and all information provided by University under Section 2(a) above or maintained in the PNC Bank database referenced in Section 1 above, shall be used by PNC Bank solely to provide the Payment Solution Service in accordance with the terms of this Payment Solutions Agreement in accordance with the provision of Section 1 of this Payment Solutions Agreement and Section 18 of the Banking Services Agreement.

8. DESIGNATION OF ADMINISTRATOR

University hereby designates the person below as the Payment Solutions Administrator for the University.

Name:
Title:
Mailing Address:
E-mail address:
Phone:
Fax:

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

PNC BANK, NATIONAL ASSOCIATION

University of Scranton

By: _____
Name: _____

By: _____
Name: _____

Title: _____

Title: _____

AMENDMENT TO EXHIBIT B
STUDENT PAYMENT SOLUTIONS AGREEMENT

This Amendment is made part of and modifies the Student Payment Solutions Agreement (hereinafter "Agreement"), effective July 1, 2010, and any subsequent amendments thereto, between The University of Scranton (hereinafter "University") and PNC Bank, National Association (hereinafter, "PNC") for the processing of University payments and disbursements to students.

The Agreement is modified as follows:

1. Page 3, Paragraph 7, CONFIDENTIAL INFORMATION-at the end of the paragraph add:

Any and all information provided by the University and defined by the Family Educational Rights and Privacy Act (FERPA, 20 USC §1232 et seq) as an education record, is subject to FERPA's restriction on use and re-disclosure by PNC Bank as further set forth at 34 CFR 99 et seq.

PNC BANK, National Association

The University of Scranton

By: _____

By: _____

EXHIBIT C

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this "Web Agreement") is entered into by and between the University of Scranton ("University"), and PNC Bank, National Association, a 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 C.

(b) Subject to the provisions of Section 8(g) of the Agreement, University grants to PNC Bank a limited, nonexclusive and nontransferable license to use University's Marks as set forth on the attached Schedule B, for the sole and limited purpose of providing a Hyperlink between University Website and PNC Bank Website. PNC Bank agrees that it will comply with all of the requirements and restrictions set forth on Schedule B to this Exhibit C.

4. WARRANTIES

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

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

[Remainder of page intentionally left blank]

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

UNIVERSITY OF SCRANTON

By: _____

Name: _____

Title: _____

PNC BANK NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Schedule A

PNC BANK MARKS

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



® (Powerlink Logo)
PNC Bank

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

- a. Do not abbreviate the name to "PNC"
- b. When using the PNC Bank name in text as it is here, always present it as two words and display the word "Bank" in upper and lower case
 - c. Use original reproduction artwork, never create your own PNC Bank logo, or alter the original in any way
- d. The PNC Bank logo may ONLY be printed in black or in our corporate color PMS 287

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

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

UNIVERSITY BANKING SERVICES AGREEMENT

SECOND AMENDMENT

THIS SECOND AMENDMENT to the University Banking Services Agreement (the “Second Amendment”) is made and entered into effective as of the 1st day of January, 2015, (the “Second Amendment Effective Date”), by and between the University of Scranton, (“Scranton”) and PNC Bank, National Association, a national banking association with its principal office located at 249 Fifth Avenue, Pittsburgh, PA 15222, (“PNC Bank”). This Second Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendments and the Agreement constitute a single revised Agreement. All capitalized terms used in this Second Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, Scranton and PNC Bank entered into a University Banking Services Agreement dated September 1, 2005, and as amended by the First Amendment dated January 1, 2010; (collectively the “Agreement”);

WHEREAS, the Term of the Agreement expires on December 31, 2014 and notwithstanding that which is first written above, Scranton and PNC Bank have agreed to extend the Term of the Agreement and amend various terms for the Extended Term in accordance with the provisions set forth in this Second Amendment; and

WHEREAS, the parties hereto wish to formally memorialize these changes in this Second Amendment.

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

1. Section 2 of the Agreement is amended to provide that the Agreement shall terminate on December 31, 2019.
2. Section 3(a) of the Agreement is hereby deleted in its entirety and replaced in its entirety with the following:

Annual Goals

	2015	2016	2017	2018	2019
Student	575	575	575	575	575
Faculty/Staff	15	15	15	15	15
TOTAL	590	590	590	590	590

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

3. Section 3(b) of the Agreement is hereby deleted in its entirety and replaced in its entirety with the following:

Annual Payment

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

2015 - \$40,000	(Payable by February 1, 2016 for 2015 production)
2016 - \$40,000	(Payable by February 1, 2017 for 2016 production)
2017 - \$40,000	(Payable by February 1, 2018 for 2017 production)
2018 - \$40,000	(Payable by February 1, 2019 for 2018 production)
2019 - \$40,000	(Payable by February 1, 2020 for 2019 production)

TOTAL - \$200,000 over the term of the agreement

4. New Section 3(b)(i) shall be added to the Agreement in its entirety as follows:

In exchange for the Preferred Provider marketing rights to University’s students, faculty and staff, the ability to leverage marketing opportunities in conjunction with ATM exclusivity, PNC Bank will pay University an annual royalty fee.

For any calendar year in which the Program Goal Total is exceeded, and eighty percent (80%) of the Faculty/Staff Program Goals have been met, additional Royalty payments would be available as follows:

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

5. A new subsection (e), “Signing Bonus”, is hereby added to Section 3, “PRICING, PAYMENT TERMS”, to read in its entirety as follows:

Signing Bonus

PNC Bank shall pay University a Twenty Thousand Dollar (\$20,000.00) signing bonus. The Signing Bonus will be paid within sixty (60) days of the signing of a formal agreement.

6. A new subsection (f) is hereby added to Section 3, "PRICING, PAYMENT TERMS", to read in its entirety as follows:

Notwithstanding anything to the contrary contained in the Agreement:

- (i) if any federal or state law is enacted, or regulation promulgated by a federal or state agency with supervisory or enforcement authority over University or PNC Bank, ("New Law"), and
- (ii) the New Law makes it impossible, impracticable or unduly burdensome for (a) PNC Bank to deliver the Financial Services under the Program, or (b) the University to satisfy its obligations under the Agreement, then
- (iii) either party shall promptly notify the other party in writing no later than thirty (30) days after learning of the pending implementation or passage of the New Law, then
- (iv) the parties shall meet as soon as practicable to discuss in good faith the continued viability of the Agreement as intended by the parties, and work together on mutually agreeable modifications to the Agreement to achieve the parties' mutual objectives consistent with such New Law, and
- (v) within sixty (60) days from the date of the notice or the effective date of New Law, whichever is sooner, if the parties are unable to come to agreement per (iv) then the Agreement will be terminated in accordance with Section 17(c) of this Agreement.
- (vi) for each partial or total calendar year after the effective date of the New Law, but prior to the termination of the Agreement, PNC shall be excused from making to the University, any Royalty payment or additional Royalty payment under Section 3(b), if the making of such payment is illegal or otherwise prohibited by any such New Law.
- (vii) if the Agreement is terminated a final Royalty payment shall be made to the University within sixty (60) days calculated as the applicable annual target royalty payment multiplied by the sum of expected volume percentages for the months elapsed in the royalty calculation period as shown in the table below.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
4%	2%	2%	2%	2%	6%	44%	28%	5%	3%	1%	1%

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

All payments made by PNC Bank hereunder shall be by ACH sent to the account designated

in writing by the University.

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

"(c) Either party may terminate this Agreement, pursuant to Section 3(c)(v), by providing sixty (60) days prior written notice to the other party, in the event that (i) any federal or state law is enacted, or any regulation is promulgated by a federal or state agency with supervisory or enforcement authority over University or PNC Bank, and (ii) such law or regulation makes it impossible for the terminating party to continue to perform its obligations under the Agreement. In any such notice of termination, the terminating party shall provide to the non-terminating party a description reasonably describing the basis for termination pursuant to subsections (i) and (ii) hereof. This Agreement and all related agreements shall be terminated, (i.e. ATM Master License)."

8. Section 18 of the Agreement "CONFIDENTIALITY" is hereby amended in part to include a new subsection 18(g), which shall be included in its entirety as follows:

(g) Each party agrees to ensure that the terms and conditions of this document remain confidential. In addition, the parties will endeavor to conduct as much of this discussion as is feasible by the exchange of non-confidential information. If either party requires access to certain information including but not limited to confidential, proprietary, commercial, regulatory compliance or trade secret information of the other party, such information shall be maintained with not less than the same degree of care the receiving party uses to protect its own confidential information and must not disclose it to third parties without the written approval of the disclosing party. At all times relevant hereto, all information deemed confidential by the disclosing party shall remain solely the property of the disclosing party.

9. Exhibit B of the First Amendment, Section 8, is deleted in its entirety and replaced with the following:

University hereby designates the person below as the Payment Solutions Administrator for the University.

Name:
Title:
Mailing Address:

Email Address:
Phone:
Fax:

10. All provisions of the Agreement not specifically mentioned in this Second Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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

PNC Bank, National Association
("PNC Bank")

University of Scranton
("Scranton")

By: _____

By: _____

Title: _____

Title: _____

Date: 1/30/15

Date: 01/21/2015

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

THIS THIRD AMENDMENT to the University ^{June} Banking Services Agreement (the "Third Amendment") is made and entered into this 10th day of ~~March~~, 2016, (the "Third Amendment Effective Date"), by and between University of Scranton, ("University") and PNC Bank, National Association, a national banking association with its principal office located at 300 Third Avenue, Pittsburgh, PA 15222, ("PNC Bank"). This Third Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendment(s) and the Agreement constitute a single revised Agreement. All capitalized terms used in this Third Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated September 1, 2015, as amended by the First Amendment January 1, 2010, and the Second Amendment dated January 1, 2015, (collectively the "Agreement");

WHEREAS, PNC Bank pursuant to Exhibit B, the Student Payment Solutions Agreement, has been processing certain mutually agreed payments and disbursements to students and, in conjunction therewith, provide an on-line service for those payments and disbursements (the "Payment Solutions Service"); and

WHEREAS, PNC Bank and University now chooses to mutually terminate the Student Payment Solutions Agreement and the Payment Solutions Services related thereto in accordance with the terms and conditions of this Third Amendment; and

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

1. Exhibit B, Payment Solutions Agreement is hereby deleted in its entirety from the Agreement, as of the Payment Solutions Services Termination Date.
2. For purposes of this Third Amendment the Payment Solutions Services Termination Date shall mean June 30, 2016, or an earlier date, as mutually agreed to in writing by the parties.
3. PNC Bank shall be obligated to provide the Transition Services as further described on Exhibit A, (the "Transitions Services"), which is attached hereto and incorporated herein.
4. Any references to Exhibit B, or the services related thereto, in the Agreement shall be deleted as of the Payment Solutions Services Termination Date.
5. All provisions of the Agreement not specifically mentioned in this Third Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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

PNC Bank, National Association
("PNC Bank")

University of Scranton
("University")

By: _____

By: _____

Title: _____

Title: _____

Date: 6/14/2016

Date: 06/10/14

EXHIBIT A

TRANSITION SERVICES

The parties mutually agree to provide to the other certain agreed upon wind down services to facilitate the smooth transition of the Payment Portal Services to the University and/or its designee, (the "Transition Services").

Transition Assistance: During the period between the Third Amendment Effective Date and the Termination Date, each party shall provide the Transition Services set forth below:

A. PNC Bank:

- (i) PNC Bank will no longer accept demographic files and/or payment files from the University after June 28, 2016.
- (ii) PNC Bank will no longer permit student access to the Payment Portal after June 30, 2016.
- (iii) PNC Bank will permit no more than two (2) University staff members, identified in advance prior to the Payment Solutions Services Termination Date, administrative access to the Payment Portal, said access shall continue until December 31, 2016. Administrative access is permitted for the purposes of:
 - a.) clearing any miscellaneous items;
 - b.) viewing student activity history in the Payment Portal;
 - c.) resolving all unclaimed payments that were issued pursuant to the Payment Solutions Services; and
 - d.) retrieval of all University- owned data, and student personally identifiable data, unless otherwise transitioned to a subsequent payment services provider selected by the University.
- (iv) Upon request, PNC Bank may, in its discretion, provide Preference Information to the University. "Preference Information" shall mean, refunding information provided to the University by the student through the Payment Portal Services. For students who elected ACH delivery of their refund, this may include: (a) bank routing number; (b) bank account number; and (c) bank account type. The Preference Information shall be provided, by PNC Bank to the University, no later than June 30, 2016.

B. University:

The University, and or its designee, shall provide any requested assistance to PNC Bank regarding the Transition Services.

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

THIS FOURTH AMENDMENT to the University Banking Services Agreement (the "Fourth Amendment") is made and entered into this 22nd day of September 2016, (the "Fourth Amendment Effective Date"), by and between University of Scranton, ("University") and PNC Bank, National Association, a national banking association with its principal office located at 300 Fifth Avenue, Pittsburgh, PA 15222, ("PNC Bank"). This Fourth Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendment(s) and the Agreement constitute a single revised Agreement. All capitalized terms used in this Fourth Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated September 1, 2005, as amended by the First Amendment dated January 1, 2010, and the Second Amendment dated January 1, 2015, and the Third Amendment dated June 10, 2016 (collectively the "Agreement");

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

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

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

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

PNC Bank, National Association
("PNC Bank")

University of Scranton
("University")

By: _____

By: _____

Title: _____

Title: _____

Date: 9-22-2016

Date: September 22, 2016

EXHIBIT D

DEPARTMENT OF EDUCATION CASH MANAGEMENT
COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), is entered into this 22nd day of September 2016, by and between University of Scranton, a Pennsylvania nonprofit corporation, having offices at 800 Linden Street, Scranton, PA 18510, ("University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This CM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement dated September 1, 2005 between University and PNC Bank (the "Agreement"). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

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

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

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

1. Definitions

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

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

2. Student Choice

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

3. Customer Complaints

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

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

4. University DoE Regulation Compliance

- (a) Student Consent. The University is required to ensure that student consent has been obtained by the Financial Institution prior to opening a PNC Financial Account. The Financial Institution complies with the applicable laws that govern the account opening process. Therefore, the Financial Institution always secures the student's consent prior to opening a PNC Financial Account. The Financial Institution has reviewed its account opening policy with the University and the University has concluded the student consent requirement is deemed satisfied.
- (b) Student Choice. The University shall provide the PNC List to the student as set forth in Section 2(b) above.
- (c) Agreement. In accordance with the effective date set forth in the DoE Regulation, the University shall disclose, on the University website, a copy of the Agreement.

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

(d) Compensation and PNC Financial Account Data

- (1) In accordance with the effective date set forth in the DoE Regulation, the University may be required to disclose on the University website, in a manner defined by the Secretary of Education, certain information, which may include direct or indirect compensation, regarding the most recently completed Award Year under the terms of the Agreement.
- (2) The University may also be required to disclose certain information regarding the number of students who had PNC Financial Accounts, the amount of fees incurred, at any time during the most recently completed Award Year, by students who have PNC Financial Account(s), as a result of the Agreement, ("PNC Financial Account Data"). In addition, and in accordance with the effective date set forth in the DoE Regulation, the University shall provide the Department of Education Secretary with an up-to-date URL so this information can be published in a centralized database accessible to the public.
- (3) In order to satisfy the requirements of this Section 4(d), University shall comply with the provisions of Section 5 of this CM Agreement.

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

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

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

5. DoE Compliance Information

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

- (a) The University must always request any and all information regarding the Agreement or the PNC Financial Account(s) from the Financial Institution, including but not limited to: (i) PNC Financial Account Data, or information related thereto; (ii) information used to derive the PNC List; and (iii) any other information, including the Agreement, which is required to be disclosed under the DoE Regulation.

- (b) The University shall not provide any DoE Compliance Information which references PNC Bank, its products or services without the prior written approval of the Financial Institution, which approval shall not be unreasonably withheld.
- (c) The Financial Institution reserves the right to revise the DoE Compliance Information as deemed necessary to ensure the accuracy of any information that is provided by the University, regarding the Financial Institution, the PNC Financial Account, and any other information related thereto.
- (d) The Financial Institution shall provide to the University, in its reasonable discretion, all information requested under Section 5(a) of this Agreement to assist University with its DoE Regulation Compliance.

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

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

UNIVERSITY OF SCRANTON -

By: _____

Name: _____

Title: _____

Date: 09/22/2016

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Date: 9-20-2016

UNIVERSITY BANKING SERVICES AGREEMENT

FIFTH AMENDMENT

NOVEMBER

THIS FIFTH AMENDMENT to the University Banking Services Agreement (the "Fifth Amendment") is made and entered into effective as of the ~~8TH~~ day of ~~August~~, 2019, (the "Fifth Amendment Effective Date"), by and between The University of Scranton, ("University") and PNC Bank, National Association, a national banking association with its principal office located at 249 Fifth Avenue, Pittsburgh, PA 15222, ("PNC Bank"). This Fifth Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendments and the Agreement constitute a single revised Agreement. All capitalized terms used in this Fifth Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated September 1, 2005, and as amended by a First Amendment dated January 1, 2010; a Second Amendment dated January 1, 2015; a Third Amendment dated June 10, 2016; and a Fourth Amendment dated September 22, 2016 (collectively, the "Agreement");

WHEREAS, the Term of the Agreement expires on December 31, 2019 and notwithstanding that which is first written above, University and PNC Bank have agreed to extend the Term of the Agreement and amend various terms for the Extended Term in accordance with the provisions set forth in this Fifth Amendment; and

WHEREAS, the parties hereto wish to formally memorialize these changes in this Fifth Amendment.

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

1. Section 2 of the Agreement is amended to provide that the Agreement shall terminate on December 31, 2024.
2. Section 3(a) of the Agreement is hereby amended with the addition of the following:

Annual Goals

	2020	2021	2022	2023	2024
Student	375	375	375	375	375
WorkPlace	15	15	15	15	15
TOTAL	390	390	390	390	390

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

3. Section 3(b) of the Agreement is hereby amended with the addition of the following:

Annual Payment

Annual payments to be made each year within sixty (60) days of the end of the previous calendar year if the annual new Account Goals are met for the calendar year:

2020 - \$35,000 (Payable by February 1, 2021 for 2020 production)
2021 - \$35,000 (Payable by February 1, 2022 for 2021 production)
2022 - \$35,000 (Payable by February 1, 2023 for 2022 production)
2023 - \$35,000 (Payable by February 1, 2024 for 2023 production)
2024 - \$35,000 (Payable by February 1, 2025 for 2024 production)

TOTAL - \$175,000 over the 2020 – 2024 term of the Agreement

4. Section 3(c) of the Agreement shall be deleted in its entirety, and replaced with the following:

If the Program Goals have not been met, University will be paid based on the following formula:

The total actual number of Accounts opened during the payment period divided by the Total Annual Goal identified for the above payment period. The result of the calculation will be multiplied by the annual payment listed above for the payment period. Notwithstanding the foregoing, in no event shall the annual payment be less than sixty six (66%) percent of the annual payment listed above (i.e., a guaranteed minimum of \$23,100) for any payment period, regardless of the number of Accounts opened during such period.

5. A new subsection (e), “Signing Bonus”, is hereby added to Section 3, “PRICING, PAYMENT TERMS”, to read in its entirety as follows:

Signing Bonus

PNC Bank shall pay University a Ten Thousand Dollar (**\$10,000.00**) signing bonus. The Signing Bonus will be paid within sixty (60) days of the signing of the Fifth Amendment.

6. All provisions of the Agreement not specifically mentioned in this Fifth Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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

PNC Bank, National Association
("PNC Bank")

By: 
Nickolas Certo

Title: Senior Vice President

Date: 11-14-19

University of Scranton
("Scranton")

By: 

Title: SR VP FINANCE

Date: 11-8-19