UNIVERSITY BANKING SERVICES AGREEMENT

THIS UNIVERSITY BANKING SERVICES AGREEMENT ("Agreement") is effective as of the 1st day of July 2015, ("Effective Date"), and entered into by and between Kent State University, an institution of higher education organized and operated under the laws of the state of Ohio, having offices at 330 Harbort Hall, 615 Loop Road, Kent, OH 44242 ("University") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank").

WHEREAS, the University wants PNC Bank to offer its Program on the University’s campus.

This Agreement sets forth the terms pursuant to which PNC Bank will offer the Program to Constituents of University.

1. DEFINITIONS

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

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

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

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

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

(e) "E-BRANCH", shall mean a state-of-the-art E-BRANCH, located on the University’s campus, that can serve the needs of the University’s students, faculty and staff, by providing Branch Financial Services, as further described in the E-BRANCH Lease. The E-BRANCH will be approximately Three Hundred and Fifteen (315) square feet and will consist of Two (2) advanced function ATM’s that accept deposits and withdrawals and cashes checks. The E-BRANCH will be staffed by two (2) PNC Bank branch representatives to assist with normal banking needs, including but not limited to customer service, account maintenance, new account requests, and ATM services. "Financial Services" shall mean the financial services to be offered by PNC Bank to Constituents hereunder as part of the Program.
(f) "Financial Services" shall mean the financial services to be offered by PNC Bank to Constituents hereunder as part of the Program.

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

(h) "License Fee" shall have the meaning given that term in Section 3(b).

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

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

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

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

(m) "Program Expectations" shall mean the number of new checking Accounts that PNC Bank seeks to open for the Constituents in a given time period of the Term.

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

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

(p) "University Marks" shall mean only those designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by University which are set forth on Exhibit F attached hereto and incorporated herein by this reference.

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

This Agreement shall commence on the Effective Date and shall terminate on June 30, 2027 ("Initial Term"). Unless sooner terminated as otherwise provided herein. Upon mutual agreement of the parties, this Agreement shall renew three (3) successive terms of one (1) year (the "Renewal Term"), provided that the parties mutually establish new Program Expectations and License Fee Payments at least one-hundred and twenty (120 days) in advance of the expiration of the then current Term. The Initial Term and the Renewal Term may be referred to herein as a "Term".

3. PAYMENT TERMS

(a) Each July of the Term, beginning with July 2016, the parties shall conduct an annual review, of the performance of the applicable year to the agreed upon Program Expectations. In the event the parties agree to extend the Term for an additional three (3) years, the program expectations and license fee shall be negotiated by the parties in good faith.

Account numbers are based on a July - June calendar year. Program Expectations may be adjusted by mutual consent in writing.

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student-New Checking</td>
<td>4,350</td>
<td>3,800</td>
<td>3,800</td>
</tr>
<tr>
<td>Accounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Faculty &amp; Staff-New</td>
<td>165</td>
<td>200</td>
<td>235</td>
</tr>
<tr>
<td>Checking Accounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Expectation</td>
<td>4,515</td>
<td>4,000</td>
<td>4,035</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(b) In exchange for the consideration provided under this Agreement, PNC Bank will pay to University an annual License Fee calculated in accordance with this paragraph or, if applicable, paragraph (c) below. It is anticipated that the preponderance of the License Fee will be used to support athletic programs. At the discretion of the University President, License Fees may be directed to other University priorities.

In the event that University attains the Program Expectation Total for a calendar year as specified in paragraph (a) above, PNC Bank will pay to University the following License Fee:
<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Guaranteed Royalty</th>
<th>Annual Payment Contingent Upon Account Production</th>
<th>Total Possible Royalty Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signing Bonus</td>
<td>$700,000</td>
<td>N/A</td>
<td>$700,000</td>
</tr>
<tr>
<td>Re-carding</td>
<td>$75,000</td>
<td>N/A</td>
<td>$75,000</td>
</tr>
<tr>
<td>Year 1</td>
<td>$356,250</td>
<td>$118,750</td>
<td>$475,000</td>
</tr>
<tr>
<td>Year 2</td>
<td>$375,000</td>
<td>$125,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>Year 3</td>
<td>$393,750</td>
<td>$131,250</td>
<td>$525,000</td>
</tr>
<tr>
<td>Year 4</td>
<td>$412,500</td>
<td>$137,500</td>
<td>$550,000</td>
</tr>
<tr>
<td>Year 5</td>
<td>$431,250</td>
<td>$143,750</td>
<td>$575,000</td>
</tr>
<tr>
<td>Year 6</td>
<td>$506,250</td>
<td>$168,750</td>
<td>$675,000</td>
</tr>
<tr>
<td>Year 7</td>
<td>$506,250</td>
<td>$168,750</td>
<td>$675,000</td>
</tr>
<tr>
<td>Year 8</td>
<td>$506,250</td>
<td>$168,750</td>
<td>$675,000</td>
</tr>
<tr>
<td>Year 9</td>
<td>$506,250</td>
<td>$168,750</td>
<td>$675,000</td>
</tr>
<tr>
<td>Year 10</td>
<td>$506,250</td>
<td>$168,750</td>
<td>$675,000</td>
</tr>
<tr>
<td>Year 11</td>
<td>$506,250</td>
<td>$168,750</td>
<td>$675,000</td>
</tr>
<tr>
<td>Year 12</td>
<td>$506,250</td>
<td>$168,750</td>
<td>$675,000</td>
</tr>
<tr>
<td>Totals</td>
<td>$6,287,500</td>
<td>$1,837,500</td>
<td>$8,125,000</td>
</tr>
</tbody>
</table>

(i) **Signing Bonus:** PNC Bank shall also pay University a one-time Signing Bonus in the amount of Seven Hundred Thousand Dollars ($700,000.00). The Signing Bonus shall be paid not later than sixty (60) days after this Agreement is fully executed.

(ii) The University shall repay to PNC Bank a certain percentage of the Signing Bonus, described above, should the final written agreement be cancelled for any reason prior to December 31, 2018, other than a breach of any material covenant by PNC Bank or impossibility or performance by either party due to the enactment of a new or revised regulation or law as provided for in Section 3, part (h) of this Agreement. The percentage paid by the University shall be in accordance with the repayment chart set forth below.

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

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

(d) Notwithstanding Section 3(b), in the event that University does not attain the Program Expectation Total for any calendar year as specified in paragraph (a) above, PNC Bank will pay to University for any such calendar year a minimum guaranteed License Fee equal to the greater of (i) an amount equal to the License Fee stated in Section 3(b) above for the applicable calendar year multiplied by a fraction, the numerator of which is the number of new Accounts for the calendar year and the denominator of which is the Program Expectation Total for that calendar year; or (ii) an amount equal to seventy-five percent (75%) of the License Fee stated in Section 3(b) for the applicable calendar year.

(e) As of the Effective Date of this Agreement for any calendar year in which the Program Expectation Total is exceeded for any calendar year and at least seventy-five percent (75%) of the Faculty & Staff production goal is attained, additional License Fee payments would be available as follows:

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

(f) License Fees will be paid no later than the last day of July of the year following the calendar year to which the payment relates.

EXAMPLE: For Year 1, the Due Date for the payment of the License Fees would be July 31, 2016.

(g) The University’s failure to meet the expectations for each category delineated above, shall not adversely affect its ability to receive payments as set forth in this Section 3 for any year in which the Program Expectation Total is not met.

(h) Notwithstanding anything to the contrary contained in this Agreement:

Kent State University
(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(d) 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 License Fee payment or additional License Fees 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 License Fee payment shall be made to the University within sixty (60) days calculated as the applicable annual target License Fee payment multiplied by the sum of expected volume percentages for the months elapsed in the license fee calculation period as shown in the table below.

<table>
<thead>
<tr>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
</tr>
</thead>
<tbody>
<tr>
<td>18%</td>
<td>24%</td>
<td>8%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>5%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>5%</td>
<td>25%</td>
</tr>
</tbody>
</table>

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

4. PRODUCTS AND SERVICES

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

(b) The Program is designed to attract Constituents that do not have an Account with PNC Bank, and does not include the solicitation of credit cards or student loans. PNC Bank shall actively advertise and promote the Program as authorized, by law, on the University campus, via
approved University mediums and using approved University Marks. The Program shall include: presenting financial literacy seminars to students and employees; establishing and operating an office on campus to provide Financial Services, pursuant to the E-Branch Lease which is attached hereto and incorporated herein as Exhibit B; offering debit card functionality for the University ID Card to access Accounts (in the University’s discretion); issuing co-branded Visa® Debit Cards; and opening new Accounts for University students, and employees. The debit card functionality added to the University ID Card shall include point-of-sale debit and ATM transactions. Except for those ATMs located at the E-Branch, the ATMs shall be provided pursuant to a separate Master License Agreement, Exhibit A, which is attached hereto and incorporated herein by this reference.

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

1. Are or become PNC Bank customers;
2. Solicits financial information within a PNC Bank branch; or
3. Independently utilizes electronic media for information regarding PNC Bank products and/or services.

(c) Accounts established under this Agreement may be eligible for a co-branded Visa® Debit Card. PNC Bank shall have the exclusive right to issue the co-branded Visa Debit Card. PNC Bank will issue the Visa Debit Card upon request by a PNC Bank Accountholder.

(d) Throughout the Term, PNC Bank shall provide administrative, management, consulting, mechanical, and operational services and personnel sufficiently necessary to fulfill its obligations completely as described herein, in a competent, capable, qualified and professional manner. PNC Bank warrants that all services and activities to be provided by PNC Bank hereunder will be performed in accordance with sound and professional principles and practices, consistent with generally accepted industry standards, and shall reflect PNC Bank’s best professional knowledge, skill and judgment, all of which shall be at a level appropriate to University’s requirements for the services to be performed.


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.

Kent State University
(b) University and PNC Bank shall have the sole and exclusive right to select, direct, discipline and terminate their own respective employees and to determine the terms and conditions of their employment in accordance with applicable law. Each party shall have the right to inform the other party of any employee of such other party, whose conduct in its good faith opinion, violates the terms of this Agreement or is otherwise unsatisfactory. Within sixty (60) days of receiving an employee-related complaint, the party receiving such complaint shall address such issues raised in accordance with its established employment policies.

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

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

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

6. COMMITMENTS OF UNIVERSITY

University shall, during the Term of this Agreement:

(a) Work in good faith to generally support the Program as follows:

(i) Promote the availability of the Program to its students, faculty and staff as mutually agreed with PNC Bank.

(ii) Permit PNC Bank the right to market the Program and Financial Services as University’s Preferred Provider, to Constituents;

(iii) Provide a University officer as a signatory to a letter of introduction to Constituents authored by PNC Bank which names PNC Bank as the University’s Preferred Provider and which explains the Program, which letter shall be subject to University’s prior written consent which consent shall not be unreasonably withheld, conditioned or delayed;

(iv) Designate PNC Bank as the only entity permitted to link the University ID Card to deposit accounts;

(v) As may be required for PNC Bank to fulfill its commitments hereunder, permit PNC Bank to work with University’s vendors; and
(vi) Permit PNC Bank physical access on campus and presence at campus events necessary for PNC Bank to exercise the marketing rights enumerated herein.

(b) Make available the following marketing rights for the Program, subject to pre-approval by the University of each specific activity:

Students:

1. Mailing, at PNC Bank's expense, to the Student List at the beginning of the first school year of this Agreement.
2. Permitting on-campus access, at no cost to PNC Bank, including tabling by PNC Bank at mutually-agreed upon University events such as freshmen orientations, student fairs, etc.
3. Permitting the conduct by PNC Bank of annual direct mailings to the University or home addresses to the New Student List.
4. Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are: (i) in compliance with applicable laws; (ii) are limited to locations designated by the University for such activities, and (iii) are scheduled through the normal University process for reserving space at no cost to PNC Bank.
5. Permitting the distribution by PNC Bank of Program communications, via distributions methods approved by the University, (which Program communications bearing University Marks shall be approved in writing in advance by University, and such approval shall not be unreasonably withheld, conditioned or delayed).
6. Providing PNC Bank preferred access to common areas, at no cost to PNC Bank, for mutually-agreed upon tabling events throughout the year.
7. Permitting from time to time on-campus financial seminars at mutually agreed upon venues, pre-approved by University and at no cost to PNC Bank.
8. Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings.
9. Supporting agreed-upon student events to be sponsored by PNC Bank.
10. Providing a web link from University's key student web areas on the University's web site to a customized site at www.pnc.com/kentstate.

Faculty/Staff:

1. Permitting the distribution of materials by PNC Bank at new hire orientations
2. Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are: (i) in compliance with applicable laws; (ii) are limited to locations designated by the University for such activities; and (iii) are scheduled through the normal University process for reserving space.
3. Permitting on-campus tabling by PNC Bank, at no cost to PNC Bank, at University events including but not limited to benefit-related fairs via tabling, and new hires.
4. Endorsing PNC Bank's presenting agreed-upon on-campus financial seminars from time to time with individual University departments
5. Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings
6. Permitting the use of intra-campus mail from time to time for distribution by PNC Bank of
mutually agreed upon Program communications approved in writing in advance by University, which approval shall not be unreasonably withheld, conditioned or delayed
7. Advertising by PNC Bank in University publications and mailings at agreed-upon fees.
8. Providing a Web link from University’s Human Resources web site and other key areas on the University’s web site to a customized site at www.pnc.com/kentstate.

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

(d) Grant PNC Bank ATM deployment privileges on campus for a minimum of eleven (11) ATMs as of the Effective Date. ATMs shall be governed by and in accordance with the provisions of the Master License Agreement between PNC Bank and University entered into contemporaneously with this Agreement, which is attached hereto as Exhibit A and incorporated herein by this reference.

Notwithstanding the foregoing, it is expressly understood and agreed by the parties that, as of the Effective Date, one (1) ATM, (the “non-PNC A ATM”) exist on the University Campus and are owned and operated by “Huntington Bank”, four (4) ATMs, (the “non-PNC B ATMs”) exist on the University Campus and are owned and operated by "Higher One", and one (1) ATM (the “non-PNC C ATM”) exist on the Kent State East Liverpool Regional Campus and are owned and operated by First National Community Bank (hereinafter the “Other Financial Institutions”). The non-PNC ATMs exist on the University Campus as set forth on Exhibit C and will remain at their present or comparable locations, and if removed shall not be replaced.

The University shall extend to PNC Bank a thirty (30) day right of first refusal to provide any additional ATMs. The University may seek such services from another financial services provider should PNC Bank choose not to provide the additional ATM.

(e) Acknowledge PNC Bank’s option to impose a surcharge for the use of its ATM(s). The surcharge shall be in the same amount as the surcharge imposed for use of PNC Bank branch ATMs in the Ohio area. In the event the branch ATM surcharge is increased, then the surcharge applicable to the ATMs hereunder shall also increase. In no event will PNC Bank impose a surcharge hereunder that is applicable only to University’s Constituents; and

(f) Prohibit any other financial institution from establishing and/or operating a manned branch on campus.

(g) For purposes of implementing the University ID Card-Linking, University will be required to meet certain requirements pertaining to the design and encoding of the University ID Card. University will include the following elements when configuring the University ID Card:

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

• Logos required by PNC Bank or its vendors including Star®, Plus and PNC Bank

• Displaying the issued card number on the front of the University ID Card

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

7. **COMMITMENTS OF PNC BANK:**

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

(a) Offer the Program to Constituents;

(b) Marketing of the Program, which shall include, among other things:

- At times mutually agreed between the parties, providing materials for the mailing of PNC Bank’s advertising and promotional information to Constituents;
- Marketing the Program to Constituents as mutually agreeable during the Term, in accordance with Section 6 above;
- At its sole cost and expense, designing and creating all marketing materials, as described above. Subject to the prior written approval of University which shall not be unreasonably withheld, conditioned or delayed;
- Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa® Debit Card which will allow point of sale and ATM transactions everywhere the Visa® logo is displayed;
- At PNC Bank’s sole cost and expense, marketing to Constituents through mailings, advertisements in University publications, tabling at new student orientation and similar events;
- Linking the University ID card to Accounts;
- Pay the University re-carding fee of Seventy-Five Thousand Dollars ($75,000.00) when the project commences.
• Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;
• Providing University with a quarterly report of new Accounts opened and card transaction activity with de-identified, aggregated data; and
• Collaborate with the University to develop educational programs geared towards developing student financial awareness and responsibility.

(c) Use PNC Bank’s reasonable commercial efforts to identify Account applications as Constituents at the time of Account opening and record such Accounts as part of the Program.

8. JOINT OBLIGATIONS

(a) The parties agree that they shall:

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

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

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

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

(b) Engage in good faith discussions resulting in the design and issuance of a co-branded Visa® Debit Card. Each party will assume responsibility for its own cost to invest in the exploration of this initiative with employee time, information gathering and data development.

(i) PNC shall have the exclusive right to issue the co-branded Visa Debit Card. PNC Bank will issue the Visa Debit Card upon request by a PNC Bank Accountholder.

9. INSURANCE

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

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

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

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

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

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

EMPLOYER’S LIABILITY

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

COMPREHENSIVE CRIME

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

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

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

10. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. LOCATIONS/SIGNS

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

12. ADVERTISING, PROMOTION AND RELATED ACTIVITIES

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

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

(c) University shall grant PNC Bank priority placement of advertisements to that of
other banks to be contained in mutually agreed upon University controlled publications generally
directed to Constituents. Such advertisement placement by PNC Bank shall be at the standard
publication rate for publications owned or operated by University. Notwithstanding the foregoing,
PNC Bank must have University’s prior written approval for any advertising materials that are
included in University’s publications, which consent shall not be unreasonably withheld,
conditioned or delayed. 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 such University resources as may be appropriate and necessary to promote the Program and the
Financial Services in appropriate mailings and other applicable media that are provided to incoming
and returning Constituents as mutually agreed upon. Notwithstanding the foregoing, University
shall mail annually, at PNC Bank’s expense, Program materials prepared by PNC Bank to then-
graduating students pursuant to Section 6(b) above.

13. **INDEMNIFICATION**

(a) **Liability of University.** To the extent permitted by Ohio law, including but not
limited to Ohio Revised Code Chapter 2743, Kent State University agrees only to be liable for the
acts and omissions of its officers and employees engaged in the scope of their employment arising
under this Agreement. The liability of Kent State University shall be subject in all cases to the
immunities and limitations of the Ohio Court of Claims Act codified in Chapter 2743 of the Ohio
Revised Code and Ohio Revised Code 9.86, as amended. The parties agree that nothing in this
provision shall be construed as a waiver of the sovereign immunity of the University and/or the
State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

(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.** For any claim in which the University is a named party, the University shall provide notification of the claim in writing and in accordance with Ohio Revised Code Section 109.02, the defense of such claims will be controlled by the State of Ohio’s Attorney General’s Office, (2) the University will allow PNC Bank to cooperate in the defense of the claim to the extent such cooperation is permitted by the Ohio Attorney General, (3) the University may only settle claims to the extent that the University is a named party in the claim and may not settle any claims on behalf PNC Bank that obligates PNC in any way, or in which PNC Bank is a named party. For any claim in which the University is not a named party, PNC Bank will have sole control over the defense and any settlement of any claim and University will provide reasonable assistance in the defense of same. PNC Bank shall not enter into any settlement agreement which imposes any obligation on University without University’s prior written consent. University may participate in the defense or settlement of a claim with counsel of its own choice and at its own expense, however, University shall not enter into any settlement agreement or otherwise settle any such claim without the express prior written consent or request of PNC Bank.

14. **LIMITATION OF LIABILITY**

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

15. **TAXES**

(a) The University is a tax exempt entity and has been fully advised by University’s counsel and/or tax consultant of any tax implications resulting from this Agreement.

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

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

17. TERMINATION

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

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

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

(d) Upon ninety (90) days prior written notice to the other party, either party may terminate this Agreement in the event that (i) any federal or state law is enacted, or any regulation is promulgated by a federal or state agency with supervisory or enforcement authority over University or PNC Bank, and (ii) such law or regulation makes it impossible, or impracticable 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. Upon the issuance of a notice of termination the parties shall promptly meet and make reasonable efforts to amend this Agreement. If no mutually acceptable alternative arrangement can be found then this Agreement and all related agreements shall be terminated, (i.e., ATM Master License and E-Branch Lease).

18. CONFIDENTIALITY

(a) Each of PNC Bank and University agrees that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or is made
available to the other, including to each party’s directors, officers, employees, Affiliates, agents or representatives, is referred to hereinafter as “Confidential Information.” Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, customer or Constituent information, which includes, without limitation, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer or Constituent lists, whether received before or after the date hereof. Confidential Information also includes information of any parent, subsidiary or Affiliate of PNC Bank or University. Each party, agrees to hold such Confidential Information in strictest confidence, not to make use thereof except in connection with the performance of this Agreement, and not to release or disclose any Confidential Information to any other party with the exception of parent companies, subsidiaries and affiliated companies, consultants, auditors, attorneys and other professionals who need to know the Confidential Information in order to perform their services; regulators; and prospective assignees, transferees or other successor to the rights of the parties, provided that in all such cases the third parties receiving the Confidential Information shall agree to hold such Confidential Information in strictest confidence consistent with this Section 18. In the event of a breach of the foregoing, the non-breaching party shall be entitled to specific performance, including the right to seek preliminary and permanent injunctive relief against the breaching party, as its sole and exclusive remedy.

(b) Notwithstanding the foregoing, either party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court of administrative subpoena, order or other such legal or administrative process or requirement of law, including but not limited to disclosure required under the Ohio Public Records Act codified in Chapter 149 of the Ohio Revised Code, or in defense of any claims or causes of action asserted by the disclosing party; provided, however, that prior to disclosing the Confidential Information, the disclosing party shall (i) first notify the other party of such request or requirement, or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, (ii) attempt to obtain the consent of the non-disclosing party to the disclosure of the Confidential Information, and (iii) in the event consent to disclosure is not given by the non-disclosing party prior to the disclosing party’s time for production, the disclosing party agrees that the non-disclosing party shall have the right to pursue a motion to quash or other similar procedural step in order to try to prevent the production or publication of the specific Confidential Information. Notwithstanding anything herein to the contrary, nothing herein is intended to require, nor shall it be deemed or construed to require, either party to fail to comply, on a timely basis, with a subpoena, court or administrative order or other process, or requirement.

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

Kent State University
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 Ohio without regard to its provisions relating to the conflict of laws. Each party agrees that it is and shall remain subject to the in personam, in rem and subject matter jurisdiction of the state and federal courts of Ohio 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:

Kent State University
P.O. Box 5190
Kent, Ohio 44242
Attn: Finance and Administration

With a copy to:

Kent State University
P.O. Box 5190
Kent, Ohio 44242
Attn: General Counsel

If to PNC Bank, then to:

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

With a copy to:

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

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

Kent State University
26. RELATIONSHIP

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

27. WAIVER

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

28. REMEDIES

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

29. COUNTERPARTS

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

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

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

By: [Signature]

Name: Nickolas Certo

Title: Senior Vice President, University Banking

Date: 5/10/2015

**Kent State University**
("University")

By: [Signature]

Name: Gregg S. Floyd

Title: Senior VP for Finance & Administration

Date: May 15, 2015
LIST OF EXHIBITS

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
E-BRANCH LEASE

EXHIBIT C
NON-PNC ATMS

EXHIBIT D
PNC BANK MARKS

EXHIBIT E
UNIVERSITY MARKS

EXHIBIT F
WEBLINKING AGREEMENT

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EXHIBIT A
MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("ATM Agreement"), is effective as of the 1st day of July 2015, ("Effective Date"), and entered into by and between Kent State University, an institution of higher education organized and operated under the laws of the state of Ohio, having offices at 330 Harbourt Hall, 615 Loop Road, Kent, OH 44242 ("University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This ATM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Agreement"). Capitalized terms used in this ATM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

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

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

1. **License**

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

2. **Grant of License**

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

3. **Location of ATMs**

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

Kent State University
4. **ATMs**

(a) At least two (2) ATMs will be an Advanced Function ATM that can dispense cash, accept deposits, cash checks, transfer funds between accounts and provide statements. The remaining ATMs that will be installed shall, at a minimum, perform cash withdrawals, transfers and balance inquiries. The ATMs will have the ability to be upgraded to provide additional capabilities as the parties may mutually agree from time to time.

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

5. **Installations**

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

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

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

(iii) such wiring, connections, and hook-ups as are required to connect the ATMs to the dominant regional ATM network (the “Installations”).

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

(i) at the locations mutually agreed upon;

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

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

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

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

6. **Title**

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

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

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

University will:
(a) pay for the electricity usage by the ATM(s) and install the necessary outlets and connections, if required, with such expenses to be reimbursed by PNC Bank;

(b) keep the ATMs and the area around the ATMs clean, presentable and free from obstruction, and with respect to the Locations generally, University will continue to maintain the same standards of cleanliness, maintenance, repair and operation as are in effect on the date of this ATM Agreement;

(c) pay all costs and expenses for ownership, operation, maintenance and repair of the Locations and business (including real estate taxes and utilities) not expressly made payable by PNC Bank herein;

(d) Maintain the Locations to allow for proper functioning of the ATM.

8. **Covenants**

(a) University hereby covenants as follows:

(i) it shall not use or permit the use of the PNC Bank name or logo without prior approval of PNC Bank;

(ii) it shall use and permit the use of the ATM logos only in compliance with the requirements of the holders of rights in such logo. University acknowledges that the ATM logos are registered trademarks where indicated; and

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

(b) PNC Bank hereby covenants as follows:

(i) its ATMs will (i) comply with all applicable legal requirements, including, without limitation, laws/regulations relating to consumer protection and the requirements of the Americans with Disabilities Act in ensuring that the ATMs are readily useable by disabled persons; (ii) remain technologically current and that PNC Bank’s product offerings will reflect advances in the industry; and (iii) will be upgraded to permit the display of on-screen messages which have been previously approved by University; and

(ii) it shall not use or permit the use of University’s Marks without prior written approval of University and subject at all times to University’s policies concerning use of such marks.
9. **Certain Rights of the Parties**

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

(b) PNC Bank reserves the exclusive right to determine whether any surcharge hereunder shall be imposed upon PNC Bank cardholders and will provide University with thirty (30) days prior written notice. In the event PNC Bank imposes a surcharge for users of its ATMs the surcharge shall not exceed the surcharge at its branches in the Northern Ohio market.

10. **Performance; Warranty**

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

11. **Security**

(a) University shall maintain security at the Locations in accordance with the standards for security generally at University’s facilities; University shall not be required to post a security guard for any ATM hereunder.

(b) University shall notify PNC Bank of any damage to the Locations which adversely affects the operation or security of the ATMs, and University agrees to make, at its expense, such repairs to the Locations, as shall be necessary to correct such adverse effects.

(c) In the event of fire, casualty, riot or other emergency, University shall use reasonable efforts to protect the security of any affected ATM. Once PNC Bank deems the affected ATM machine secured, whether by relocation (which shall be by PNC Bank) or otherwise (for example, but not in limitation of the foregoing, by removal), University’s security obligations hereunder shall again be governed by subsections (a) and (b) of this Section 11. The parties agree that in the event of the emergency circumstances enumerated in this subsection 11 (c) time is of the essence and University and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

12. **Insurance; Indemnity and Loss**

University shall maintain or cause to be maintained, at no expense to PNC Bank, during the Term hereof, such fire and casualty insurance policies covering the Locations and related machinery, Equipment and improvements (excluding the ATMs and related Equipment and Installations), and general liability coverage with respect to the Locations, as is generally maintained by University at similar Locations. In the event University is self-insured for the University Banking Services Agreement (Clean-RevisedFLNAL-05-15-2015)

Kent State University
coverage hereunder, it shall provide PNC Bank with proof of self-insurance by submitting (a) a letter stating that fact, (b) University’s most recent financial statement, and (c) a state certification from University’s state of incorporation. PNC Bank shall be responsible for maintaining or causing to be maintained, at its expense, such fire, casualty, theft, and public liability insurance of and with respect to the ATMs and related Equipment and Installations as PNC Bank considers appropriate.

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

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

13. Term and Termination

The term of this ATM Agreement shall run concurrently with the Term of the Banking Services Agreement, until the Banking Services Agreement expires or is otherwise terminated.

14. General

A. Access: University shall permit PNC Bank or its authorized service representative, to have access to the Location, subject to University’s reasonable security requirements, if any.

B. ADA Compliance: During the Term of the Agreement, University shall comply with the Americans with Disabilities Act of 1990 ("ADA"), any amendments to the ADA, its implementing regulations, and applicable ADA Accessibility Guidelines for Buildings and Facilities, as well as all other federal, state and local laws regarding access to and service to individuals covered by the ADA. University’s compliance obligation will include, but not be limited to, the design, construction and alteration of the Location as University may have to alter to be in compliance with the ADA.

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

If to PNC Bank:

PNC Bank, National Association
1600 Market Street, 8th Floor
F2-F070-08-3
Philadelphia, PA 19103
ATTN: Ken Justice, SVP
Telephone: 215-585-5134

With a copy to:

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

If to University then to:

Kent State University
P.O. Box 5190
Kent, Ohio 44242
Attn: Finance and Administration

With a copy to:

Kent State University
P.O. Box 5190
Kent, Ohio 44242
Attn: General Counsel

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

D. **Entire ATM Agreement**: This ATM Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter herein and the transactions contemplated herein and any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, are merged herein and are superseded hereby.

E. **Counterparts**: This ATM Agreement may be executed in two or more counterparts each of which shall be deemed a duplicate original.

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

PNC Bank, National Association
("PNC Bank")
By: [Signature]
Name: Nickolas Certo
Title: Senior Vice President, University Banking
Date: 5/18/2015

Kent State University
("University")
By: [Signature]
Name: Gregg S. Floyd
Title: Senior VP for Finance & Administration
Date: May 15, 2015
SCHEDULE A

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

1. Location for ATMs to be Installed After the Effective Date:
   See Schedule B to Exhibit A

2. University’s Interest in Location:
   See Schedule B to Exhibit A

3. Identity of owner(s) of record of the Location:
   See Schedule B to Exhibit A

4. Mortgage liens on the Location? Yes No
   If Yes, list all holders of a mortgage lien on Schedule B

   (b) Are there any security interests in the fixtures, machinery, and equipment installed at the Location? Yes No
   If Yes, list all holders of a security interest on Schedule B

5. Other:

   By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated July 1, 2015 between PNC Bank and University.

   University: [Signature]

   PNC Bank: [Signature]
# Schedule B to Exhibit A

## CAMPUS LOCATIONS

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<th>Liens or Mortgage (Yes or No)</th>
<th>Name of Lien/Interest Holder</th>
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EXHIBIT B

E-BRANCH LEASE

THIS E-BRANCH LEASE AGREEMENT (the "Lease") is made this 1st day of July, 2015 (the "Effective Date"), by and between KENT STATE UNIVERSITY, a State of Ohio institution of higher learning ("KSU") and the PNC BANK, NATIONAL ASSOCIATION a national banking association as Tenant ("Tenant"). KSU and Tenant are collectively referred to herein as the "Parties" in the plural and a "Party" in the singular.

BACKGROUND

A. Pursuant to KSU Request For Proposal #1033R, issued June 2, 2014 ("RFP"), KSU has selected Tenant to provide certain financial services at KSU.

B. The Parties have or will enter into that certain University Banking Services Agreement ("UBS Agreement"), effective on the same day as this Lease, pursuant to which PNC shall operate its Program (as defined in the UBS Agreement) for KSU.

C. The Program shall include, in addition of other services set forth in the UBS Agreement, operation of an E-Branch (as defined in the UBS Agreement) for Tenant to provide Financial Services (as defined in the UBS Agreement) at KSU’s Student Center at the Kent Campus ("Student Center").

D. KSU desires to lease to Tenant, and Tenant desires to lease from KSU, that certain space located in the Student Center commonly referred to as Room 104M and Room 104J (the "Premises") in accordance with the terms and conditions of this Lease, the requirements of the RFP, Tenant’s proposal dated June 30, 2014 ("Proposal"), and the terms of the UBS Agreement as such terms are incorporated by reference herein.

NOW THEREFORE, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1:
INCORPORATION OF BACKGROUND, RFP, AND PROPOSAL

1.1 The Background set forth above is hereby incorporated by reference into this Lease.

ARTICLE 2:
LEASE

2.1 Upon the Commencement Date (defined below) of this Lease, KSU hereby leases to Tenant, and Tenant hereby leases from KSU, the Premises, together with the nonexclusive right to access and use the entryways in Student Center ("Common Areas") for sole purpose of operating the E-Branch in accordance with the terms and conditions of this Lease, the requirements of the RFP, and University Banking Services Agreement (Clean-RevisedFINAL-05-15-2015)

Kent State University
the terms of the UBS as such terms are incorporated by reference herein.

2.2 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, Tenant ACKNOWLEDGES AND AGREES THAT TENANT HAS INSPECTED THE PREMISES, KNOWS THE CONDITION THEREOF AND, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS LEASE, ACCEPTS THE SAME "AS-IS," "WHERE IS," "WITH ALL FAULTS" WITHOUT EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR REPRESENTATIONS WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

ARTICLE 3:
TERM; SURRENDER; HOLD OVER TENANCY

3.1 Term

Except as this Lease may be terminated earlier in accordance with the terms set forth herein, the "Term" of this Lease shall commence on July 1, 2015 (the "Commencement Date") and thereafter shall run coterminous with the UBS Agreement including any Renewal Term(s) (as such term is defined in the UBS Agreement) that may be exercised under the UBS Agreement.

3.2 Surrender of Premises.

(a) Tenant shall, within thirty (30) days following the last day of the Term or upon any earlier termination of this Lease, and except as otherwise agreed to by the Parties, remove any and all equipment, fixtures and personal property installed or placed in the Premises, and surrender and deliver up or cause the surrender of the Premises into the possession and use of KSU without objection or delay, in good order, condition and repair, normal wear and tear and damage caused by casualty or by the negligent or intentional acts of KSU, or its employees, agents or contractors excepted, free and clear of all lettings and occupancies, and free and clear of all liens and encumbrances other than any created by KSU. Notwithstanding the preceding, KSU may, by written notice to Tenant prior to the last day of the Term or upon any earlier termination of the Lease, require that any or all of the alterations, additions and improvements to the Premises (except for ATMs and any other Tenant equipment) not be removed by Tenant, the same being a part of the Premises.

(b) Except as agreed to by KSU, if, on the last day of the Term, or upon earlier termination of this Lease, Tenant fails to remove any of its equipment, fixtures, and personal property by the date of termination, KSU may deem such personal property to have been abandoned by Tenant and KSU may either retain such equipment, fixtures and/or personal property as its property or dispose of it or them, without accountability to Tenant, in such manner as KSU may see fit, including but not limited to selling such equipment, fixtures and/or personal property and retaining the proceeds. If KSU elects to remove the equipment, fixtures and/or personal property from the Premises, Tenant shall promptly reimburse KSU for all costs of removal of the Premises upon demand from KSU, and KSU shall not be responsible for any loss or damage occurring to any property owned by Tenant.
ARTICLE 4:
RENT

4.1 Rent.

The Annual Guaranteed Royalty Payment (as such term is defined in the UBS Agreement) required to be paid from Tenant to KSU pursuant to Section 3 (Payment Terms) of the UBS Agreement shall be deemed to include consideration for the leasehold interest granted in this Lease. The sufficiency of such Annual Guaranteed Royalty Payments as consideration for this Lease is hereby acknowledged by the Parties.

4.2 Additional Rent.

Tenant agrees to promptly pay as additional rent ("Additional Rent"), without demand and without set-off:

(a) any and all sums which become due by reason of any default of Tenant or failure on Tenant’s part to comply with the terms of this Lease;

(b) and any and all damages, costs, and expenses which Landlord may suffer or incur by reason of any default of Tenant or failure on Tenant’s part to comply with the terms of this Lease;

(c) any and all damages to the Leased Premises caused by any act, omission, or negligence of Tenant, its officers, employees, agents, contractors, subcontractors, licensees, or other occupants or users of the Leased Premises; and

ARTICLE 5:
IMPROVEMENTS TO PREMISES; INSPECTION

5.1 (a) "Improvements" as used in this Lease shall mean improvements, renovations, replacements, additions, alterations, or modifications to the Premises required pursuant to Section IV(A) (Remodeling) of the RFP. Improvements to the Premises shall be made at Tenant’s sole cost and expense, and Tenant or its contractor’s shall use best efforts to perform all work so as to not interfere with KSU operations.

(b) Pursuant to 5-12.1 of the Kent State Policy Register ("Policy 5-12.1”), Tenant shall not make, permit or construct any ("Improvements") without the prior review and written consent of the KSU Office of the University Architect ("OUA"), which approval shall not be unreasonably withheld, conditioned or delayed.
(c) Tenant shall, at its own expense, obtain all approvals and permits necessary for any Alterations. KSU shall reasonably cooperate with Tenant in obtaining such approvals and permits.

(d) Tenant may install signage at the Premises subject to applicable law and approval of the OUA, which approval shall not be unreasonably withheld, conditioned or delayed.

(e) All Improvements, furnishings, furniture, equipment, and other personal property necessary for the operation of the E-Branch in the Premises shall be installed and maintained at the expense and risk of Tenant. KSU shall in no way be responsible for any maintenance, repair, loss or damage to the same, the cause of such loss or damage notwithstanding. Notwithstanding the preceding, KSU shall be responsible for Student Center building maintenance and/or repair issues effecting Tenant’s operations at the Premises, other than maintenance or repairs to Improvements, furnishings, furniture, equipment or other of Tenant’s personal property. Tenant shall contact the Student Center Building Maintenance Office regarding any such Student Center maintenance and repairs.

5.2 All Improvements to the Premises necessary to provide Financial Services at the E-Branch as set forth in the UBS Agreement, Tenant’s Proposal and the RFP, shall be completed by Tenant no later than August 15, 2015, subject to delays caused by “Force Majeure” (as defined in Section 14.13 below).

5.3 KSU or any duly authorized agent or representative of KSU shall have access to the Premises, upon reasonable advance notice, at any and all times to inspect the same for any purpose including, without limitation, the determination of the condition of the Premises and Tenant's performance of and compliance with the terms of this Lease, provided that, KSU shall not have access to secured areas of the Premises unless KSU is accompanied by an employee or other authorized representative of Tenant. KSU shall use reasonable efforts to minimize interference with Tenant's operations.

ARTICLE 6: E-BRANCH OPERATIONS

6.1 Start Date of Operations.

The E-Branch shall be operational to provide Financials Services at the Premises no later than August 15, 2015 ("E-Branch Commencement Date"). In the event of a delay in commencing E-Branch operations caused by a Force Majeure event(s), Tenant shall exercise reasonable diligence to effect performance of E-Branch operations at the Premises when and as soon as reasonably possible. If the E-Branch is not operational by the E-Branch Commencement Date, then, Tenant shall pay to KSU as liquidated damages, and not as a penalty, an amount equal to 0.25% of the Annual Guaranteed Royalty Payment (as such term is defined in the UBS Agreement) for each day past the E-Branch Commencement Date that operations at the E-Branch have not commenced. Such payment shall be made to KSU upon, and in addition to, Tenant’s payment of the Annual Guaranteed Royalty Payment to KSU.
6.2          Hours of Operation; Schedule.

Tenant shall provide an operating schedule to provide Financial Services at the E-
Branch, commensurate with the KSU's operating calendar at KSU's Kent Campus. Such services shall
be scheduled only during KSU-T's normal business hours and days of operation, specifically, Tenant
will not be required to provide coverage on state or federal designated holidays, KSU's annual winter
shutdown, and such other dates that the KSU's Kent Campus is closed due to inclement weather, or
other factors beyond the control of KSU. Subject to the foregoing sentence, the E-Branch will be open
and staffed in accordance with the terms of the UBS Agreement, from at least 9 a.m. to 4 p.m. daily,
Monday through Friday.

6.3          Business Disruption.

KSU shall not be liable for damages of any kind as a result of KSU's Kent Campus
being shut down or as a result of the interruption of Financial Services at the E-Branch due to any
cause beyond the reasonable control of KSU, including, but not limited to, strike, labor trouble,
civil unrest, fire, tornado or other inclement weather conditions, or failure or disruption of utility
services.

ARTICLE 7:
SUBLETTING & ASSIGNMENT

7.1          Tenant may not transfer or assign this Lease, either in whole or in part, or mortgage,
pledge or otherwise encumber this Lease, or the leasehold estate demised hereunder without on
each occasion first obtaining the prior written approval of KSU. Notwithstanding the foregoing,
Tenant shall have the absolute right to sublet, assign or otherwise transfer its interest in the Lease to
any parent or operating subsidiary of Tenant, or subsidiary of Tenant's parents, or to any entity with
which it may merge or consolidate or is otherwise affiliated, or to whom Tenant has sold all or
substantially all of its assets, without KSU's approval, written or otherwise.

ARTICLE 8:
INDEMNITY; INSURANCE

8.1          Tenant shall indemnify, defend and hold harmless KSU, and their respective
trustees, administrators, officers, faculty, staff, guests, employees, agents, successors and assigns
from any and all loss, damages, liability, costs and expenses, including but not limited to reasonable
attorneys fees, and court costs, including, but not limited to those in connection with loss of life,
bodily and personal injury, or damage to property (real or personal, and regardless of ownership),
arising out of or resulting from any failure of Tenant to comply with the provisions of this Lease,
and/or Tenant's use and/or occupancy of the Premises.

8.2          (a) Tenant shall keep and maintain in force during the Term comprehensive
general liability insurance, against all claims for personal injury, death, or property damage
occurring on the Premises with minimum limits for public liability of Three Million Dollars

Kent State University
($3,000,000.00) in the aggregate and One Million Dollars ($1,000,000.00) per occurrence. Insurance shall be obtained and maintained throughout the Term by means of policies with generally recognized, responsible insurance companies, qualified to do business in the State of Ohio. Such policies of insurance shall name KSU as an additionally insured party and must be written so as not to be subject to cancellation upon not less than thirty (30) days advance written notice to KSU.

Tenant shall deposit to KSU’s Compliance and Risk Management, P.O., Box 5190, Kent, Ohio, 44242, prior to the E-Branch Commencement Date and annually thereafter, a certificate of insurance in accordance with Section IV(C) of the RFP. Prior to the expiration of any such insurance, Tenant shall furnish KSU with evidence satisfactory to KSU that such insurance has been renewed or replaced and that all premiums on that insurance have been paid in full. KSU hereby acknowledges and agrees that all references in the Lease to “certificates” or “policies” evidencing Tenant’s insurance coverage shall be deemed to mean a Memorandum of Insurance (“MOI”) issued by Tenant’s insurer and provided that the terms and coverages set forth in such MOI meet the requirements of the Lease, such MOI shall be acceptable to KSU in lieu of such certificates or policies. Tenant shall cause KSU to be named as an “additional insured” on such insurance. Tenant shall have the right to self-insure, or carry self-insured retentions in reasonable amounts, for any of the coverages required by this Lease. Tenant agrees to provide such information as to such self-insurance as KSU may reasonably request. “Self-insure” shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions hereof, and Tenant shall pay amounts due in lieu of insurance proceeds because of self-insurance which amounts shall be treated as insurance proceeds for all purposes under this Lease.

(b) Tenant agrees to carry, at its expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a Covered Cause of Loss - Special Form, including coverage for flood and earthquake, insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the leased Premises, in an amount equal to the actual replacement cost thereof and to furnish KSU with a certificate evidencing such coverage. All coverage must contain Waiver of Subrogation language, as detailed below in Section 8.3.

Tenant shall not carry any stock of goods or do anything in or about the Premises or Student Center which will in any way tend to increase the insurance rates on the Premises. Tenant shall not do anything in or about the Premises or Student Center, which will in any way invalidate insurance coverage or be construed as a non-covered act.

8.3 Each Party, to the extent permitted by their insurers and up to the monetary limits of their insurance policies waives any and all rights that it may have against the other Party and releases the other Party from all liability or responsibility to the other Party or anyone claiming through or under such Party (by way of subrogation or otherwise), for any loss or damage to the Premises or the Student Center, any alterations or fixtures, or any trade fixtures, inventory or other personal property of any kind or nature whatsoever, which loss or damage is caused by or results from a risk insured against under any policy, in force at the time, carried by, or required to be carried by each Party notwithstanding that such loss or damage was caused by the fault or
negligence of such Party, its agents, servants, employees, representatives, contractors, licensees, invitees or guests.

8.4 Tenant shall maintain during the Term such worker’s compensation and disability insurance as may from time to time be required by city, county or state laws. Evidence of such insurance shall be delivered KSU proper to E-Branch Commencement Date.

ARTICLE 9:
DEFAULT; TERMINATION; REMEDIES

9.1 Tenant will be in default of this Lease upon the occurrence of one or more of the following:

(a) Tenant’s failure to pay any and all payments required under Article 4 of this Lease within twenty (20) calendar days after written notice of any such failure has been given by KSU to Tenant;

(b) Tenant fails to comply with any material provision of this Lease, and Tenant fails to cure its non-compliance on or before fifteen (15) days, or such other reasonable period of time agreed to by KSU, after KSU gives written notice to Tenant of such non-compliance;

(c) performing any Improvements without the prior approval of KSU as set forth herein, provided that such approval was not unreasonably withheld, conditioned or delayed in accordance with Section 5.1 above;

(d) intentionally omitted;

(e) Tenant either:

(i) files, or has filed against it, a petition under any federal or state statute of bankruptcy or for arrangement, composition, reorganization or other relief concerning its indebtedness,

(ii) makes an assignment for the benefit of creditors,

(iii) is adjudicated bankrupt or declared insolvent by the decree of a court of competent jurisdiction,

(iv) initiates any proceedings for, or consents to, the appointment of a receiver or similar official of its assets, or if any such proceeding is initiated against it, and any such proceeding or receivership continues unstayed and in effect for a period of sixty (60) days,

(v) admits in writing its inability to pay its debts generally as they become due, or
(vi) takes any action in contemplation of any of the foregoing.

9.2 Upon a default by Tenant, KSU shall be entitled to do one or more of the following:

(a) bring legal action to recover any Additional Rent;

(b) declare the Lease immediately terminated, and upon such termination Tenant shall immediately vacate the Premises and remove Tenant's property from the Premises in accordance with Section 3.2 above;

(c) bring legal action to repossess the Premises;

(d) bring legal action against Tenant to recover damages suffered by KSU arising out of Tenant's default;

(e) seek all rights and remedies available at law or in equity.

9.3 No failure by KSU to insist upon the strict performance of any provision of this Lease or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of any such provision. No provision of this Lease to be kept, observed or performed by Tenant, and no default thereof, shall be waived, altered or modified except by a written instrument executed by KSU. No waiver of any default shall affect or alter this Lease, but each and every provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default thereof.

9.4 No right or remedy herein conferred upon or reserved to KSU is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereinafter existing at law or in equity.

9.5 If KSU defaults in the performance of any of its material obligations under this Lease, which default continues for a period of more than fifteen (15) days, or such other reasonable period of time as agreed to by Tenant, after receipt of written notice from Tenant, Tenant may, at its option, in addition to any other remedy available at law or in equity, terminate this Lease upon written notice to KSU.

ARTICLE 10: COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS; ENVIRONMENTAL COMPLIANCE

10.1 In this Lease, the term “Applicable Law(s)” shall mean: (a) all present and future federal, state, and municipal laws, ordinances, codes, notices, orders, rules regulations and requirements relating to Tenant, the condition, use or manner of use of the Premises, including but not limited to the following that certain Federal legislation commonly known as the “Americans With Disabilities Act of 1990,” PL Sections 101-336, codified generally at 42 U.S.C. Sections 12101 et. seq., (the “ADA”) and (b) all laws and regulations related to fire suppression mechanisms.
and plans.

10.2 Subject to Section 10.4 below, Tenant at its sole cost and expense shall comply with all Applicable Laws.

10.3 Tenant covenants and agrees that throughout the Term its use and occupancy of the Premises will at all times be in strict compliance with all federal, state and local governmental regulations that pertain to the use and storage of hazardous materials and substances, and Tenant shall save and hold KSU free, harmless and indemnified from any penalty, fine, liability, cost or charge whatsoever which Lessor may incur by reason of Tenant's failure to comply with this Section 10.3.

10.4 Notwithstanding the foregoing, Tenant shall not be obligated to comply with the ADA Accessibility Guidelines for Buildings and Facilities (the "Guidelines"), or any federal, state or local laws enforcing said Guidelines, as applicable to the Student Center (including the Common Areas), except for the Premises. During the Term of this Lease, Landlord acknowledges that it is responsible for complying with all applicable federal, state and local laws and all regulations, guidelines or other implementing rules promulgated thereunder, including but not limited to the ADA, as applicable to the Student Center (including the Common Areas).

10.5 The Parties shall comply with all environmental laws, ordinances and regulations of all governmental authorities, as now or hereafter enacted, including, without limitation, all laws, ordinances and regulations governing hazardous materials. KSU represents that it has not been notified of any violation regarding hazardous materials from any governmental entity, and KSU agrees that it will notify Tenant of any violation regarding hazardous materials of which it becomes aware of at the Premises during the Term.

ARTICLE 11:
JANITORIAL SERVICES; UTILITIES; EMPLOYEE PARKING

11.1 Tenant shall arrange and pay for all janitorial services for the Premises. Tenant shall coordinate hours of such janitorial services with the Executive Director of the Student Center.

11.2 KSU shall furnish sufficient heat, electricity, and air-conditioning for the Premises at no cost to Tenant. Tenant shall be responsible for acquisition and payment of all other utilities, including that of KSU data and telephone service.

11.3 Parking at a KSU parking lot for E-Branch employees will be made available for the same fee as that charged KSU employees.

ARTICLE 12:
FIRE OR CASUALTY DAMAGE

12.1 If in KSU’s judgment the Premises shall be substantially or totally destroyed by fire, explosion, windstorm, tornado or other casualty, or if the Premises should be damaged so that, in KSU’s sole discretion, Tenant’s ability to use the Premises for the purposes set forth in this Lease will be impaired for a period greater than ninety (90) calendar days after any such damage

Kent State University
("Material Destruction"), KSU shall have the option of terminating this Lease as of the date of the subject Material Destruction by delivering to Tenant written notice of termination, whereupon this Lease shall absolutely cease and terminate and the Parties shall be relieved of all future liabilities; provided that the insurance proceeds as set forth in Article 8 (Indemnity; Insurance) shall be applied to cover losses sustained.

12.2 If the damage by fire, explosion, windstorm, tornado or other casualty can, in the sole discretion of KSU, be reasonably rebuilt or repaired within sixty (60) calendar days from the date of such destruction ("Partial Destruction"), KSU may elect, at its sole discretion, whether to terminate this Lease or continue this Lease by giving written notice thereof to the Tenant. Tenant shall be obligated to continue this Lease if KSU so chooses and rebuild the E-Brach at the Premises to a condition substantially equivalent to the condition thereof immediately prior to such Partial Destruction.

ARTICLE 13:
CONDEMNATION

13.1 If the Premises, or any part thereof, that exceeds more than 30% of the Premises shall be taken under condemnation proceedings or by eminent domain, KSU may, at KSU's sole option, terminate this Lease as of the date when the taking becomes final and unappealable. All damages awarded for such taking shall belong to and become the property of KSU. Tenant shall have no claim against KSU by reason of such taking or termination and, except as explicitly set forth in this Article 13, shall not have any claim or right to any portion of the amount that may be awarded to KSU as a result of any such taking.

13.2 The entire compensation awarded in or by reason of such condemnation proceedings shall belong to KSU without any deduction therefrom for any present or future estate or interest of Tenant, and Tenant hereby assigns to KSU all of Tenant's right, title and interest in and to any and all such compensation together with any and all rights, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof.

13.3 Notwithstanding the foregoing, Tenant shall have a right to make a claim against the condemnor, but not from KSU, such compensation as may be separately awarded to Tenant on account of interruption of Tenant's business and for moving and relocation expenses.

ARTICLE 14:
MISCELLANEOUS

14.1 Notices

(a) All notices, requests, and other communications required under this Lease ("Notices"; each a "Notice") must be in writing and must be sent by (1) United States registered or certified mail, return receipt requested, postage prepaid, (2) delivery with receipt obtained, or (3) by a nationally recognized overnight courier service providing receipted proof of delivery. Each Notice must be addressed as set forth below or addressed to such other individual and or address as the party to receive Notice may from time to time designate by Notice to the other party in the manner described above described:

Kent State University
If to KSU:
Kent State University
Executive Offices
1125 Risman Dr., 2nd Floor Library
Kent, OH 44242
Attn: Sr. VP of Finance and Administration

With a copy to:
Office of General Counsel
1125 Risman Dr., 2nd Floor Library
Kent, OH 44242
Attn: VP, General Counsel

If to Tenant:
PNC Bank, National Association
Two PNC Plaza
620 Liberty Avenue
Pittsburgh, Pennsylvania 15222
ATTN: Manager, University Banking

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

(b) Notice given under this Lease shall be deemed to have been received (1) in the case of registered or certified mail, on the date received or on the date delivery was refused, (2) in the case of a hand delivery with receipt obtained, the date indicated on the receipt obtained by the courier, or (3) in the case of overnight delivery, on the date received or on the date delivery was refused.

14.2 Complete Agreement; Order of Precedence

(a) Accept as provided herein, this Lease sets forth all the promises, agreements, conditions, and understandings between KSU and Tenant relative to Tenant’s occupancy of the Premises, and except as provided herein, there are no promises, agreements, conditions or understandings, either oral or written, between the Parties regarding occupancy of the Premises other than as herein set forth.

(b) In the event of a conflict or inconsistency between the terms of this Lease, or the UBS Agreement, the terms of the UBS Agreement shall control.

14.3 Waiver

Except to the extent that KSU and Tenant have otherwise agreed in writing, no
waiver of any provision of the Lease shall be deemed to be a waiver of any other provision in the Lease; or to be a waiver of any breach of the obligations under the Lease.

14.4 Successors and Assigns

This Lease shall be binding upon KSU and Tenant, their successors and assigns, subject to the provisions of Article 7 (Subletting & Assignment).

14.5 Captions And Section Numbers

The captions, article numbers and paragraph numbers appearing in this Lease are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Lease nor in any way affecting this Lease.

14.6 Partial Invalidity

Should any provision of this Lease be found to be invalid, illegal, unenforceable or void, then the rest of the Lease shall remain in full effect, unless such invalidity or unenforceability would defeat an essential business purpose of this agreement, in which case, this Lease shall terminate.

14.7 Amendment And Modification

This Lease shall not be amended, modified or supplemented unless by agreement in writing signed by both KSU and Tenant. No oral representations, whenever made, by any official, commissioner, or employee of KSU shall be effective to amend the terms of this Lease.

14.8 Survival

Any and all provisions set forth in this Lease, which by its or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Lease shall survive and be enforceable after the expiration or earlier termination of this Lease. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Lease, shall survive any expiration or termination of this Lease.

14.9 Governing Law

This Lease shall be governed by and construed in accordance with the laws of the State of Ohio without regard to conflict of law rules to the contrary.

14.10 Third Party Beneficiary

Nothing in this Lease is intended nor shall it be deemed or construed to confer any benefit or right upon any party other than KSU and Tenant.

14.11 Quiet Enjoyment

Kent State University
So long as Tenant strictly observes and performs all covenants, terms and conditions on Tenant’s part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by KSU or anyone lawfully claiming through KSU, subject, however, to the terms and conditions of this Lease.

14.12 Counterparts

This Lease may be executed in any number of duplicate originals or counterparts, all of which constitute a single agreement. Any duplicate original on which the signatures of both Parties shall appear shall be deemed an original of this Lease. Any number of counterparts on which the signatures of both Parties shall appear shall constitute a duplicate original.

14.13 Force Majeure

Except as may be otherwise provided herein, the performance of both Parties (except for payment of Rent and Additional Rent due hereunder) shall be excused during the period that such performance is prevented by an event of Force Majeure. As used herein, “Force Majeure” shall mean any and all causes beyond the reasonable control of the Party affected, including governmental restriction, regulation or control, labor dispute, war, strike, accident, mechanical breakdown, shortages or inability to obtain labor, fuel, steam, water, electricity or materials, act of God, enemy action, civil commotion, fire or other casualty.

14.14 Interpretation

No presumption shall be created in favor of or against any of the Parties to this Lease with respect to the interpretation of any of the terms or provisions of this Lease due to the fact that this Lease was prepared by or on behalf of one of the Parties hereto.

14.15 Cooperation

In the event of any controversies, disputes or claims arising from this Lease, the Parties agree that they will use best efforts to work cooperatively and in good faith to resolve any such matter by internal negotiation.

14.16 Waiver of Jury Trial

It is mutually agreed between Landlord and Tenant that the respective parties hereto shall and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected to this Lease, the relationship of Landlord and Tenant, Tenant’s use or occupancy of the Premises, and any emergency statutory or any other statutory remedy.

[The remainder of this page is left blank intentionally; signature page follows.]
IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Lease to be executed the day and year first above written.

Reviewed as to legal form by
Office of General Counsel

By: [Signature]
Associate Counsel
MAY 15 2015
Office of General Counsel

KENT STATE UNIVERSITY

By: [Signature]
Gregg S. Floyd
Sr. VP for Finance and Administration

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Nicholas Cerato
Title: Sr. Vice President
STATE OF OHIO  
COUNTY OF FORMOSA  

BEFORE ME, a Notary Public in and for said County and State, personally appeared Kent State University, a State of Ohio institution of higher learning, by Gregg S. Floyd, its Sr. VP for Finance and Administration, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of Kent State University and his free act and deed as Sr. VP for Finance and Administration thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Kent, Ohio this 15th day of May, 2015.

[Signature]

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY  

On this the 18th day of May, 2015, before me, the undersigned officer, personally appeared Nicholas Cerullo, who acknowledged himself to be the Vice President of PNC Bank, National Association, and that Nicholas Cerullo as such Vice President, being authorized to do so, executed the foregoing E-Branch Lease Agreement for the purposes therein contained by signing the name of PNC Bank, National Association by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]

Notary Public

Kent State University
EXHIBIT C

NON-PNC ATMS (Other Financial Institution)

A. Huntington Bank ATM(s)

One (1) Huntington Bank ATM may remain on the campus as set forth below until May 31, 2016.

1. Kent State University Library – Kent State Main Campus

B. Higher One

Four (4) Higher One ATMs may remain on the campuses, as set forth below, during the Term of the Agreement, so long as Higher One provides financial aid refund services.

1. Schwartz Center – Kent State Main Campus
2. Salem Regional Campus
3. Stark Regional Campus
4. Trumbull Regional Campus

C. 1st National Community Bank

One (1) 1st National Community Bank ATM may remain on the campus as set forth below during the Term of the Agreement.

1. KSU - East Liverpool
EXHIBIT D

PNC BANK MARKS

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

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

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

a. PNC must approve the “PNC” name being used.

b. When using the PNC names, never alter (such as by changing the case or otherwise) or combine those names with any other words

c. Use original reproduction artwork, never create your own PNC logo, or alter the original in any way

d. The PNC logo may ONLY be printed in black or in a color or colors approved by PNC

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

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

UNIVERSITY MARKS

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

http://www2.kent.edu/ucm/marketingguide/index.cfm
EXHIBIT F
WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this “Web Agreement”), is effective as of the 1st day of July 2015, (“Effective Date”), and entered into by and between is entered into by and between Kent State University, an institution of higher education organized and operated under the laws of the state of Ohio, having offices at 330 Harbourt Hall, 615 Loop Road, Kent, OH 44242 (“University”), and PNC Bank, National Association, a national banking association, (“PNC Bank”). This Web Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the “Banking Services Agreement”). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

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

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

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

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

1. DEFINITIONS

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

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

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

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

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

3. GRANT OF LICENSE

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

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

4. WARRANTIES

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

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

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

KENT STATE UNIVERSITY

By: ____________________________
Name: Gregg S. Floyd
Title: Senior VP for Finance & Administration
Date: May 15, 2015

PNC BANK, NATIONAL ASSOCIATION

By: ____________________________
Name: Nickolas Certo
Title: Senior Vice President, University Banking
Date: 5/18/2015
SCHEDULE A
TO "EXHIBIT F"
PNC BANK MARKS

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

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

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

   PNC Bank shall pre-approve all uses of the PNC Bank Marks.
SCHEDULE B
TO "EXHIBIT F"
UNIVERSITY MARKS

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

http://www2.kent.edu/ucm/marketingguide/index.cfm

[FINAL PAGE OF THE AGREEMENT]
AMENDMENT TO THE MERCHANT SERVICES BANKCARD AGREEMENT

This Amendment is made and entered into this 29th day of June 2015 by and between KENT STATE UNIVERSITY (hereafter called the “CUSTOMER”) and PNC BANK, NATIONAL ASSOCIATION (“BANK”) AND PNC MERCHANT SERVICES COMPANY (“PNC MERCHANT SERVICES”) (BANK and PNC MERCHANT SERVICES COMPANY are collectively referred to as “SERVICER”), and is an amendment to the Merchant Services Bankcard Agreement that the parties have also entered into this 29th Day of June 2015 (“MSBA”).

WHEREAS, all parties recognize that the language included in this Amendment is necessary for the proper administration of the MSBA and does not interfere with the duties and responsibilities of either party as present in the current MSBA; and

NOW, THEREFORE, both parties agree to the following terms:

Operating Guide; Association Rules. Section 3. This section header shall be replaced with, “Operating Procedures; Association Rules.”

Confidentiality. Section 12. Confidentiality. The following language shall be added to the end of the first sentence, “or unless such disclosure is required by law.”

Assignment, Section 14.1 The following language from the second sentence of this section is revised as follows, “Furthermore, CUSTOMER assumes full responsibility and guarantees the payment of all liabilities, Chargebacks, expenses, costs, fees and fines arising in connection with such transferees or assignees, as the case may be, submission of Card transactions to SERVICERS for processing.”

Term; Events of Default, Section 15.2. The following language shall be added after the second sentence of this section, “Any obligations of the CUSTOMER under this section are subject to Ohio Revised Code 126.07.”

Reserve Account; Security Interest, Section 16.4. The language in the section shall be replaced in its entirety with the following, “In addition to any rights granted under applicable law, SERVICERS are hereby authorized (any related notice and demand are hereby expressly waived), to set off, recoup, appropriate, and apply any and all such funds against and on account of CUSTOMER’s Obligations, whether such Obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.”

Financial and Other Information. Section 17.1. The language in the first sentence shall be replaced in its entirety with the following, “CUSTOMER will provide SERVICERS annual audited financial statements within 120 days after the end of each fiscal year.”

Indemnification, Section 18. As a state entity, the CUSTOMER is prohibited by the Ohio Constitution, Article 8, Section 4, from indemnifying another party. Accordingly, the parties agree that the language in this section shall be replaced in its entirety with “To the extent permitted by Ohio law, CUSTOMER agrees that it is liable for the acts and omissions of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and CUSTOMER hereby agrees to be responsible for any and all liability from a claim with respect to CUSTOMER’S role in connection with this Agreement. SERVICERS will have no liability to CUSTOMER unless it has acted with gross negligence or willful misconduct. It is specifically understood that neither party will indemnify the other party. The parties agree that nothing in this provision
shall be construed as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

Data Security. Section 20.2. The following language in the second sentence, “Notwithstanding anything in this Agreement to the contrary, Customer agrees to indemnify and hold Servicers harmless from and against all losses, liabilities, damages and expenses (including attorney’s fees and collection costs) resulting from Customer’s, or its agents’ or subcontractors’, failure to comply with the Data Security Standards,” shall be replaced with, “Notwithstanding anything in this Agreement to the contrary, SERVICERS shall not be responsible for any liabilities or losses related to Customer’s or its agents’ or subcontractors’, failure to comply with the Data Security Standards.”

Miscellaneous, Section 21.2. As a state entity, the CUSTOMER cannot agree to be subject to the laws of another state. Accordingly, the parties agree that the language of the first sentence of this section shall be replaced in its entirety with the following. “This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (without regard to its choice of law provisions).”

The remaining terms of the MSBA remain intact, unchanged and effective. In the event of a conflict of terms between this Amendment and any future versions or amendments to the MSBA posted by SERVICERS or otherwise in place, the language of this Amendment shall control.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

KENT STATE UNIVERSITY
By: 
Name: Gregg S. Floyd
(Please Print or Type)
Title: Sr VP for Finance & Admin
Date: 6/29/15

PNC MERCHANT SERVICES COMPANY
By: 
Name: Frank J. Puzlett
(Please Print or Type)
Title: Vice President
Date: 7/03/2015

PNC BANK, NATIONAL ASSOCIATION
By: 
Name: Mary A. McDole
(Please Print or Type)
Title: Senior Vice President
Date: 7/03/2015

REVIEWED BY
JUN 29 2015
Office of General Counsel
MERCHAND SERVICES BANKCARD AGREEMENT

Kent State University

Customer's Legal Name

Kent State University (KSU)

Doing Business As

131 Schwartz Center, P.O. Box 5190

Street Address

Kent

City

Ohio

State

44242

Zip Code

Non-Profit

31-6402079

Taxpayer Identification Number

Specify Whether Customer is (circle one) a Corporation, Partnership, Sole Proprietorship, Non-Profit or Other Type of Entity

Annie Brown

Recipient for Notices Under Section 21.4

330-672-2606

Facsimile Number

This Merchant Services Bankcard Agreement (“Agreement”) is among the CUSTOMER identified above, PNC BANK, NATIONAL ASSOCIATION, (“BANK”) and PNC MERCHANT SERVICES COMPANY, (“PNC MERCHANT SERVICES”) (BANK and PNC MERCHANT SERVICES are collectively referred to as “SERVICERS”).

BANK, as a member of Visa U.S.A., Inc. (“VISA”), Discover Card (“Discover”), MasterCard International Incorporated (“MasterCard”), is responsible for its VISA, Discover and MasterCard bankcard programs and has authorized PNC MERCHANT SERVICES or its members pursuant to a separate agreement (the “Agency Agreement”) to act as an agent of and in conjunction with BANK in performing authorization, processing and settlement services for merchants participating in BANK’s Discover, MasterCard and VISA bankcard programs.

In consideration of the mutual covenants and agreements set forth herein, SERVICERS and CUSTOMER agree as follows:

1. Definitions. As used in this Agreement, capitalized terms will have the meaning set forth in Annex 1.

2. Services.

2.1 During the term of the Agreement, CUSTOMER shall use SERVICERS as its exclusive provider of all Services for CUSTOMER.

2.2 Subject to Association Rules, Services may be performed by PNC MERCHANT SERVICES or BANK as they may determine. In addition to SERVICERS, one or more affiliates of SERVICERS may assist in providing terminals or other equipment and local support functions in connection with this Agreement.


CUSTOMER acknowledges receiving, reading and understanding the Operating Guide, the terms of which are incorporated into this Agreement. CUSTOMER agrees to follow the procedures in the Operating Guide in connection with each Card transaction and to comply with all applicable Association Rules. From time to time, SERVICERS may change the Operating Guide by providing CUSTOMER with at least 60 days’ prior written notice. However, for changes in the Association Rules or for security reasons, certain changes in Card procedures may become effective on shorter notice. If there is any conflict between the terms of this Agreement and the Operating Guide, the terms of the Agreement will govern unless the conflict is directly related to a change in the Operating Guide which specifically addresses a procedure or requirement detailed in this Agreement. If CUSTOMER loses or otherwise misplaces the Operating Guide or notices of changes thereto, CUSTOMER shall be responsible for contacting SERVICERS to obtain replacement copies.

4. Acceptance of Cards.

4.1 General. CUSTOMER must check each Card accepted for validity in accordance with the terms of this Agreement, the Operating Guide and the applicable Association Rules. CUSTOMER must not submit any sale that was not created between the CUSTOMER and the Cardholder for settlement and under no circumstances may a CUSTOMER submit any sale that has been previously charged back by the Cardholder and returned to the CUSTOMER. Authorization: CUSTOMER must receive authorization in advance for each Card transaction. CUSTOMER acknowledges that the Authorization, (i) indicates only the availability of credit at the time of Authorization, (ii) does not warrant that the person presenting the Card is the rightful Cardholder, and (iii) is not an unconditional guarantee by SERVICERS that any Card transaction will not be subject to chargeback. Multiple Sales Drafts and Partial Consideration; CUSTOMER must list all items of goods and services purchased during each transaction with the total amount thereof on a single Sales Draft and shall not use more than one Sales Draft to represent a single Card transaction. CUSTOMER must comply with all special procedures and conditions applicable under the Operating Guide and the Association Rules with respect to any partial payment, installment payment, delayed delivery or advance deposit situation and any delayed or amended charges for travel and entertainment transactions.

4.2 Retail Transactions. This Section 4.2 will apply if CUSTOMER uses data capture/point-of-sale terminals. If CUSTOMER completes any transactions when (i) the Cardholder is present but does not have his/her card, (ii) the Cardholder does not sign the Sales Draft, (iii) the signature on the Sales Draft is unauthorized as compared to the signature on the panel of the card, or (iv) the signature panel is blank, CUSTOMER shall be responsible for such Sale regardless of any authorization. Refunds and Credits; CUSTOMER must not return cash to the Cardholder for any price adjustments, returned goods or canceled services purchased with a card but will instead prepare a Credit Voucher and process each refund or adjustment back to the card used in the original sale, not exceeding the original transaction amount. CUSTOMER must not process a Credit Voucher without having completed a previous card transaction with the same Cardholder (or with a Cardholder who purchased a gift returned by the recipient) and must never accept money from a Cardholder for the purpose of preparing a Credit Voucher that will effect a deposit to the Cardholder’s account.

4.3 Telephone, Internet and Mail Order Transactions. This Section 4.3 will apply if CUSTOMER submits card transactions effected by a mail order, telephone order or e-commerce (e.g. internet order). CUSTOMER assumes all responsibility for identification of the Cardholder...
and the validity of the card used for card-not-present or e-mail transactions. **Refunds and Credits:** CUSTOMER must not process a Credit Voucher without having completed a previous card transaction with the same Cardholder and must never accept money from a Cardholder for the purpose of preparing a Credit Voucher that will effect a deposit to the Cardholder's account.

4.4 **Preauthorized Orders and Recurring Sales**

If CUSTOMER is authorized to accept preauthorized orders and recurring sales, CUSTOMER must comply with all procedures set forth relating to those sales in the Operating Guide.

5. **Presentation of Card Transactions.**

CUSTOMER shall electronically or physically deliver to SERVICERS Sales Drafts for all Card transactions to be processed and settled hereunder. The submission deadlines are set forth in the Operating Guide.

6. **Settlement of Card Transactions.**

6.1 SERVICERS will only be required to settle CUSTOMER's Card transactions for Cards, as specified in the Schedules. Promptly after presentation of Sales Drafts pursuant to this Agreement and the Operating Guide, above, as applicable, SERVICERS will initiate a transfer of the applicable settlement funds to CUSTOMER in one of the following ways:

(i) **Direct Settlement Account.** If CUSTOMER maintains a Settlement Account at a financial institution with which SERVICERS have arrangements permitting direct payment of settlement funds, SERVICERS will initiate a transfer of such applicable settlement funds through a credit to the Settlement Account.

(ii) **Automated Clearing House Credits.** If CUSTOMER receives payment of settlement funds through automated clearing house credit, SERVICERS will initiate a transfer of such applicable settlement funds through ACH to CUSTOMER's Settlement Account.

6.2 All settlements to CUSTOMER for VISA, Discover and MasterCard Card transactions will be net of credits/charges, adjustments, applicable discount fees when due, Chargebacks, and any other amounts then due from CUSTOMER to SERVICERS.

6.3 All credits to CUSTOMER's Settlement Account or other payments to CUSTOMER are provisional and are subject to, among other things, SERVICERS' final audit, Chargebacks (including SERVICERS' related losses), fees and fines imposed by the Associations. CUSTOMER agrees that SERVICERS may debit or credit CUSTOMER's Settlement Account for any deficiencies, overages, fees and pending Chargebacks, or may deduct such amounts from settlement funds due to CUSTOMER.

6.4 SERVICERS will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties including but not limited to any Association or CUSTOMER's financial institution. In addition to any other remedies available to SERVICERS under this Agreement, CUSTOMER agrees that should any of the events set forth in Section 15.3 occur, SERVICERS may, upon at least 24 hours' advance written notice, change processing or payment terms to suspend credits or other payments of any and all funds, money and amounts now due or hereafter to become due to CUSTOMER from SERVICERS pursuant to the terms of this Agreement, until SERVICERS have had reasonable opportunity to investigate and discuss such event with CUSTOMER. In cases of fraud or similar cause, no prior notice shall be required, but SERVICERS shall notify CUSTOMER in writing within three business days after effectuating a suspension of credits or other payments, which notice shall state SERVICERS' reason for the belief that such fraud or similar cause exists.

7. **Fees; Adjustments; Collection of Amounts Due.**

7.1 SERVICERS shall charge CUSTOMER a fee for the Services, which shall be calculated and payable pursuant to the Schedules attached hereto and any additional pricing supplements. CUSTOMER acknowledges that the fees stated herein are based upon the qualification of CUSTOMER's transactions for certain reduced interchange fees as set by the applicable Association. If CUSTOMER's Card transactions fail to qualify for the reduced interchange fees, SERVICERS shall process such Card transactions at the higher applicable interchange fees.

7.2 The fees for Services set forth in the Schedules, are based upon assumptions associated with the anticipated annual volume and average transaction size for all Services as set forth in the Schedules and CUSTOMER's method of doing business. If the actual volume or average transaction size are not as expected or if CUSTOMER significantly alters its method of doing business, SERVICERS may adjust CUSTOMER's discount fee and transaction fees with prior notice.

7.3 The fees for Services set forth in the Schedules may be adjusted to reflect increases or decreases by Associations in interchange, assessment and other Association fees including additional fees charged by Associations or to pass through increases charged by third parties for on-line communications and similar items. All such adjustments shall be CUSTOMER's responsibility to pay and shall become effective upon the date any such change is implemented by the applicable Association or other party.

7.4 CUSTOMER agrees to pay SERVICERS any fines imposed on SERVICERS by any Association resulting from Chargebacks and any other fees or fines imposed by an Association with respect to acts or omissions of CUSTOMER.

7.5 If CUSTOMER's Chargeback Percentage for any line of business exceeds the estimated Industry chargeback percentage. CUSTOMER shall, in addition to the Chargeback fees and any applicable Chargeback handling fees or fines, pay SERVICERS an excessive Chargeback fee for all Chargebacks occurring in such month in such line(s) of business. Each estimated industry chargeback percentage is subject to change from time to time by SERVICERS in order to reflect changes in the industry chargeback percentage reported by VISA, Discover or MasterCard.

7.6 If CUSTOMER believes any adjustments should be made with respect to CUSTOMER's Settlement Account, CUSTOMER shall notify SERVICERS in writing within 45 days after any debit or credit is or should have been affected. If CUSTOMER notifies SERVICERS after such time period, SERVICERS may, in their discretion, assist CUSTOMER, at CUSTOMER's expense, in investigating whether any adjustments are appropriate and whether any amounts are due to or from other parties, but SERVICERS shall not have any obligation to investigate or effect any such adjustments. Any voluntary efforts by SERVICERS to assist CUSTOMER in investigating such matters shall not create any obligation to continue such investigation or any future investigation.

8. **Chargebacks.**

8.1 CUSTOMER shall be responsible for all Chargeback amounts relating to Card transactions where:

(i) merchandise is returned and a proper credit for Cardholder is not received by SERVICERS for processing;

(ii) the Sales Draft is, or is alleged to have been, executed, accepted, endorsed, completed or assigned improperly without authority or not in accordance with the Authorization requirements or provisions of this Agreement;

(iii) regardless of any Authorization obtained (including without limitation, telephone and mail order transactions), CUSTOMER completed a transaction when the Cardholder did not sign the Sales Draft,
(iv) the signature on the draft was unauthorized as compared to the signature appearing on the Card, the signature panel on the Card was blank, or a limited purpose business purchasing card was accepted without appropriate authorization of the nature of the goods or services purchased (in addition to Authorization of the transaction amount);
(v) the Sales Draft is incorrectly completed, incomplete or illegible;
(vi) the Cardholder disputes the sale, quality or delivery (or availability for pre-arranged pick-up) of merchandise or the performance or quality of service covered by the Sales Draft or agreement accepted by such Cardholder;
(vii) the circumstances in which the Sales Draft was created or submitted by, or credit was received by, CUSTOMER constituted or otherwise involved a breach of any term, condition, representation, warranty or duty of CUSTOMER hereunder;
(viii) multiple Sales Drafts were executed to avoid authorization scrutiny;
(ix) the extension of credit for merchandise sold or rented or services performed was in violation of law or the rules or regulations of any governmental agency, whether federal, state, local or otherwise;
(x) a legible copy of the Sales Draft or Credit Voucher cannot be produced by CUSTOMER within ten days of SERVICERS’ request;
(xi) the Cardholder asserts any claim or defense which the Cardholder has as a consumer of goods or services;
(xii) the Cardholder disputes the validity of a telephone or mail order Card transaction;
(xiii) the Card transaction is otherwise subject to Chargeback by the Card issuing bank or Cardholder in accordance with the Association Rules or applicable law;
(xiv) the Card transaction is subject to Chargeback in accordance with the procedures set forth in the Operating Guide.

8.2 CUSTOMER shall reimburse SERVICERS for any Chargebacks, return items, or other losses resulting from CUSTOMER’s failure to produce a Card transaction record requested by SERVICERS within the applicable time limits.

9. Representations; Warranties; Limitations on Liability; Exclusion of Consequential Damages.

9.1 Without limiting any other warranties hereunder, CUSTOMER represents and warrants as to each Card transaction submitted by CUSTOMER under this Agreement that:
(i) the Card transaction represents a bona fide sale/rental of merchandise or services not previously submitted;
(ii) the Card transaction represents an obligation of the Cardholder for the amount of the Card transaction;
(iii) the amount charged for the Card transaction is subject to any dispute, setoff, or counterclaim;
(iv) the Card transaction amount is only for the merchandise or services (including taxes, but without any surcharge) sold or rented and, except for any delayed delivery or advance deposit Card transactions expressly authorized by this Agreement, the merchandise or service was actually delivered to or performed for the person entering into the Card transaction simultaneously upon CUSTOMER’s accepting and submitting the Card transaction for processing;
(v) the Card transaction does not represent the refinancing of an existing obligation of the Cardholder (including any obligation otherwise owed to CUSTOMER by a Cardholder or arising from the dishonor of a personal check);
(vi) CUSTOMER has no knowledge or notice of any fact, circumstances or defense which would indicate that the Card transaction was fraudulent or not authorized by the Cardholder or which would otherwise impair the validity or collectability of the Cardholder's obligation arising from such Card transaction or relieve the Cardholder from liability with respect thereto;
(vii) the Card transaction submitted to SERVICERS was entered into by CUSTOMER and the Cardholder; and
(viii) the Card transaction was made in accordance with the terms of this Agreement, Association Rules and the Operating Guide.

9.2 THIS AGREEMENT IS A SERVICE AGREEMENT AND SERVICERS DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CUSTOMER OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

9.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SERVICERS, THEIR RESPECTIVE AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SERVICERS’ CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED, (I) $500,000; OR (II) THE AMOUNT OF FEES RECEIVED BY SERVICERS PURSUANT TO THE AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS.


10.1 CUSTOMER must retain legible copies of Sales Drafts and Credit Vouchers for a period of at least eighteen (18) months from the date of each such transaction. CUSTOMER must submit to SERVICERS a legible copy of a Sales Draft or Credit Voucher within 48 hours of a request by SERVICERS.

10.2 CUSTOMER shall be responsible for the retrieval of all Sales Drafts and Credit Vouchers requested by SERVICERS within the shortest time limits established by the Association Rules, as specified in the Operating Guide, this Agreement, or other notice from SERVICERS. CUSTOMER will not be relieved of its responsibility under the preceding sentence for any deficiencies in Card transaction data transmitted or otherwise delivered to SERVICERS, even though SERVICERS may agree to capture or produce images of, store and retrieve any such incomplete data on CUSTOMER’s behalf.

11. Cash Payments by and Cash Disbursements to Cardholders.

CUSTOMER must not accept any direct payments from Cardholders for charges of merchandise or services which have been included on a Sales Draft; it is the right of the Card issuing bank to receive such payments. Taxes on Card transactions must be included in the amount charged and
may not be collected by CUSTOMER in cash. CUSTOMER must not make any cash disbursements to a Cardholder as part of a Card transaction except to the extent expressly authorized by one or more of the Schedules, the Operating Guide or the Association Rules.

12. Confidentiality.
12.1 Unless CUSTOMER obtains consents from each applicable Association, SERVICERS, Card issuing bank and Cardholder, CUSTOMER must not use, disclose, sell or disseminate any Cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transactions, other than pursuant to a court or governmental agency request, subpoena or order. CUSTOMER shall use proper controls for and limit access to, and render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. CUSTOMER must not retain or store magnetic stripe data after a transaction has been authorized. If CUSTOMER stores any electronically captured signature of a Cardholder, CUSTOMER may not reproduce such signature except upon specific request of SERVICERS.

12.2 CUSTOMER acknowledges that it obtains no ownership rights in any information relating to and derived from Card transactions. Cardholder account numbers, personal information and other Card transaction information, including any databases containing such information, may not be sold or disclosed to a third party as an asset upon a bankruptcy, insolvency or failure of CUSTOMER’s business. Upon a bankruptcy, insolvency or failure of CUSTOMER’s business all Card transactions information must be returned to SERVICERS or acceptable proof of the destruction of all Card transaction information must be provided to SERVICERS.

13. Supplies; Advertising.
At CUSTOMER’s option and at charges specified from time to time by SERVICERS, SERVICERS may furnish CUSTOMER with operational supplies such as the forms of sales drafts, credit vouchers and Association decals (excluding any supplies for terminals or other equipment, which shall be CUSTOMER’s responsibility). CUSTOMER shall display VISA, Discover, MasterCard and, if applicable, other Association decals and program marks on promotional materials furnished by SERVICERS, as required by Association Rules, but shall not indicate that VISA, Discover and MasterCard or any other Association endorses CUSTOMER’s goods or services and will cease using such materials after termination of this Agreement.

14.1 Any transfer or assignment of this Agreement by CUSTOMER, by operation of law or otherwise, is voidable by SERVICERS without SERVICERS’ prior written consent. Furthermore, CUSTOMER shall indemnify and hold SERVICERS harmless from all liabilities, Chargebacks, expenses, costs, fees and fines arising in connection with such transferees or assignees, as the case may be, submission of Card transactions to SERVICERS for processing. For purposes of this Agreement, any transfer of voting control of CUSTOMER or its parent shall be considered an assignment or transfer hereof.

14.2 Upon notice to CUSTOMER, another VISA, Discover and MasterCard member may be substituted for BANK under whose sponsorship this Agreement is performed. Upon substitution, such other VISA, Discover and MasterCard member shall be responsible for all obligations required of BANK, including without limitation, full responsibility for its bankcard program and such other obligations as may be expressly required by applicable Association Rules. Subject to Association Rules, SERVICERS may assign or transfer this Agreement and their rights and obligations hereunder and may delegate their duties hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, without the notice to or consent of CUSTOMER.

14.3 Except as set forth in Section 14.1 and as provided in the following sentence, this Agreement shall be binding upon successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, or other person charged with taking custody of a party’s assets or business, shall have any right to continue, assume or assign this Agreement.

15. Term; Events of Default.
15.1 This Agreement and the applicable Schedules shall become effective upon the Effective Date. CUSTOMER will be advised of the Effective Date by SERVICERS.

15.2 The initial term of this Agreement shall commence on the Effective Date and shall continue in force for three (3) years after it becomes effective. This Agreement shall renew for successive one-year periods unless any party terminates this Agreement by notice to the others, in writing, at least 60 days prior to the expiration of the term or renewal term, as the case may be.

15.3 If any of the following events shall occur (each an “Event of Default”):
(i) a material adverse change in the business, financial condition, business procedures, prospects, products or services of CUSTOMER; or
(ii) any assignment or transfer of voting control of CUSTOMER or its parent; or
(iii) a sale of all or a substantial portion of CUSTOMER’s assets; or
(iv) irregular Card sales by CUSTOMER, excessive Chargebacks or any other circumstances which, in SERVICERS’ sole discretion, may increase SERVICERS’ exposure for CUSTOMER’s Chargebacks or otherwise present a financial or security risk to SERVICERS; or
(v) any representation or warranty of CUSTOMER in this Agreement is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made; or
(vi) CUSTOMER shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement, including, without limitation, the establishment or maintenance of funds in a Reserve Account, as detailed in Section 16;
(vii) CUSTOMER shall default in any material respect in the performance or observance of any term, covenant or condition contained in any agreement with any affiliate of SERVICERS, including, but not limited to, any agreement governing check guarantee or check verification services; or
(viii) CUSTOMER shall default in the payment when due, of any material indebtedness for borrowed money or any material trade payable (other than any trade payable subject to a good faith dispute by CUSTOMER so long as CUSTOMER is actively pursuing resolution of such dispute); or
(ix) CUSTOMER shall commence a voluntary case under the Bankruptcy Code; file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or entry into a composition agreement or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; apply for or consent to, or fail to contest in a timely and appropriate manner,
the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign; generally become unable to pay its debts or trade obligations as they become due; make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or

(x) a case or other proceeding shall be commenced against CUSTOMER, in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator or the like of CUSTOMER, or of all or any substantial part of the assets, domestic or foreign, of CUSTOMER, and such case or proceeding shall continue undismissed or unstayed for a period of 60 consecutive days, or an order granting the relief requested in such case or proceeding against CUSTOMER (including, but not limited to, an order for relief under the Bankruptcy Code) shall be entered; or

(xi) the independent certified accountants retained by CUSTOMER shall refuse to deliver an unqualified opinion with respect to the annual financial statements of CUSTOMER and its consolidated subsidiaries; then, upon the occurrence of (i) an Event of Default specified in subparagraphs (iv), (ix) or (x) above, SERVICERS may consider this Agreement to be terminated immediately, without notice, and all amounts payable hereunder to CUSTOMER by SERVICERS shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by CUSTOMER, and (2) any other Event of Default, this Agreement may be terminated by SERVICERS by giving not less than 10 days' notice to CUSTOMER, and upon such notice all amounts payable hereunder by CUSTOMER to SERVICERS shall be due and payable on demand.

15.4 Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive or be perpetual or irrevocable and such provisions shall survive the expiration or termination of this Agreement.

15.5 If any Event of Default shall have occurred and be continuing, SERVICERS may, in their sole discretion, exercise all of their rights and remedies under applicable law, including, without limitation, exercising their rights under Section 16.

15.6 This Agreement may be terminated by SERVICERS prior to the then-current expiration date upon at least 90 days' advance written notice, if CUSTOMER's Card transactions fail to conform to the volume or average transaction size representations as set forth in the Schedules.

15.7 If this Agreement is terminated for cause, CUSTOMER acknowledges that SERVICERS may be required to report CUSTOMER's business name and the names and other identification of its principals to the Combined Terminated Merchant File maintained by the Associations. CUSTOMER expressly agrees and consents to such reporting if CUSTOMER is terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by the Associations. Furthermore, CUSTOMER agrees to waive and hold SERVICERS harmless from and against, any and all claims which CUSTOMER may have as a result of such reporting.

15.8 The provisions governing processing and settlement of Card transactions, all related adjustments, fees and other amounts due from CUSTOMER and the resolution of any related Chargebacks, disputes or other issues involving Card transactions will continue to apply even after termination of this Agreement, until all Card transactions made prior to such termination are settled or resolved. In addition, the provisions of Sections 8 through 13, inclusive, 15, 17, 19 and 20, and Subsections 15.7, 15.9, 20.2 and 20.3, all in this Agreement, shall survive any termination. Upon termination of this Agreement, CUSTOMER agrees to immediately send SERVICERS all data relating to Card transactions made up to the date of termination.

15.9 After termination of this Agreement for any reason whatsoever, CUSTOMER shall continue to bear total responsibility for all Chargebacks, fees, credits and adjustments resulting from Card transactions processed pursuant to this Agreement and all other amounts then due or which thereafter may become due to SERVICERS under this Agreement or which may be due to SERVICERS before or after such termination to either SERVICERS or any of SERVICERS' affiliates for any related equipment or related services.

16. Reserve Account; Security Interest.

16.1 CUSTOMER expressly authorizes SERVICERS to establish a Reserve Account pursuant to the terms and conditions set forth in this Section 16. The initial amount of such Reserve Account shall be set by SERVICERS, in their sole discretion, based upon CUSTOMER's processing history and the anticipated risk of loss to SERVICERS.

16.2 The Reserve Account shall be fully funded upon three days notice to CUSTOMER, or in instances of fraud or an Event of Default, reserve account funding may be immediate. Such Reserve Account may be funded by all or any combination of the following: (i) one or more debits to CUSTOMER's Settlement Account or any other accounts held by BANK or any of its affiliates; (ii) one or more deductions or off sets to any payments otherwise due to CUSTOMER; (iii) CUSTOMER's delivery to SERVICERS of a letter of credit; or (iv) if SERVICERS so agree, CUSTOMER's pledge to SERVICERS of a freely transferable and negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to SERVICERS and shall be in a form satisfactory to SERVICERS. In the event of termination of this Agreement by either CUSTOMER or SERVICERS, an immediate Reserve Account may be established without notice in the manner provided above. Any Reserve Account will be held by BANK for the greater of ten months after termination of this Agreement or for such longer period of time as is consistent with BANK's liability for Card transactions in accordance with Association Rules. CUSTOMER's funds held in a reserve account may be held in a commingled Reserve Account for the reserve funds of BANK's customers, without involvement by an independent escrow agent.

16.3 If CUSTOMER's funds in the Reserve Account are not sufficient to cover the Chargebacks, adjustments, fees and other charges due from CUSTOMER, or if the funds in the Reserve Account have been released, CUSTOMER agrees to promptly pay SERVICERS such sums upon request. In the event of a failure by CUSTOMER to fund the Reserve Account, SERVICERS may fund such Reserve Account in the manner set forth in Section 16.2.

16.4 To secure CUSTOMER's obligations to SERVICERS and their affiliates under this Agreement and any other agreement for the provision of related equipment or related services ("Obligations"), CUSTOMER grants to SERVICERS a lien and security interest in and to any of CUSTOMER's funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in the possession of SERVICERS, whether now or hereafter due or to become due to CUSTOMER from SERVICERS. In addition to any rights granted under applicable law, SERVICERS are hereby authorized (any related notice and demand are hereby expressly waived), to set off, recoup, appropriate, and apply any and all such funds against and on account of CUSTOMER's Obligations, whether such Obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. CUSTOMER agrees to duly execute and deliver to SERVICERS such instruments and documents as SERVICERS may reasonably request to perfect and confirm the lien, security interest, right of set off, recoupment and subordination set forth in this Agreement.
17. Financial and Other Information.
17.1 CUSTOMER will provide SERVICERS quarterly financial statements of CUSTOMER within 45 days after the end of each fiscal quarter and annual audited financial statements within 90 days after the end of each fiscal year. Such financial statements shall be prepared in accordance with generally accepted accounting principles. CUSTOMER also will provide such other financial statements and other information concerning CUSTOMER’s business and CUSTOMER’s compliance with the terms and provisions of this Agreement as SERVICERS may reasonably request. CUSTOMER authorizes SERVICERS to obtain from third parties financial and credit information relating to CUSTOMER in connection with SERVICERS’ determination whether to accept this Agreement and SERVICERS’ continuing evaluation of the financial and credit status of CUSTOMER. Upon request, CUSTOMER shall provide to SERVICERS or their representatives reasonable access to CUSTOMER’s facilities and records for the purpose of performing any inspection and/or copying of CUSTOMER’s books and/or records deemed appropriate by SERVICERS.
17.2 CUSTOMER will provide SERVICERS with written notice of any judgment, writ, warrant of attachment, execution or levy against any substantial part (25% or more in value) of CUSTOMER’s total assets not later than three days after CUSTOMER obtains notice thereof.

18. Indemnification.
18.1 CUSTOMER agrees to indemnify and hold SERVICERS harmless from and against all losses, liabilities, damages and expenses (including attorneys’ fees and collection costs) resulting from any breach of any warranty, covenant or agreement or any misrepresentation by CUSTOMER under this Agreement, or arising out of any gross negligence or willful misconduct of CUSTOMER or its employees, in connection with CUSTOMER’s Card transactions or otherwise arising from CUSTOMER’s provision of goods and services to Cardholders.
18.2 SERVICERS agree to indemnify and hold CUSTOMER harmless from and against all losses, liabilities, damages and expenses resulting from any breach of any warranty, covenant or agreement or any misrepresentation by SERVICERS under this Agreement or arising out of the gross negligence or willful misconduct of SERVICERS or their employees in connection with this Agreement.

19. Early Termination Fee
The parties further agree and acknowledge that, in addition to any remedies contained herein or otherwise available under applicable law and, if (a) CUSTOMER breaches this Agreement by improperly terminating it prior to the expiration of the applicable term of the Agreement, or (b) this Agreement is terminated prior to the expiration of the applicable term of the Agreement due to an Event of Default, then SERVICERS will suffer a substantial injury that is difficult or impossible to accurately estimate. Accordingly, in an effort to liquidate in advance the sum that should represent such damages, the parties have agreed that the amount calculated in the manner specified below is a reasonable pre-estimate of SERVICERS’ probable loss. Such amount shall be paid to SERVICERS within 15 days after CUSTOMER’s receipt of SERVICERS’ calculation of the amount due. The amount shall equal the greater of (A) $250 or (B) 80% of the product of (i) the average net monthly fees, and (ii) the number of months, including any pro rata portion of a month, then remaining prior to the date on which CUSTOMER may terminate this Agreement in accordance with the terms hereof.

20.1 Customer is required to strictly comply with the Payment Card Industry Data Security Requirements (PCI DSS) which is the global standard which defines the requirements for the storage, processing and transmission of card data. Customer is also required to strictly comply with each individual Association’s data security rules implementing PCI DSS, as amended from time to time.

- Detailed information about PCI DSS can be found at the PCI DSS Council’s website www.pcisecuritystandards.org
- Detailed information about Visa’s CISP program can be found at Visa’s CISP website: www.visa.com/cisp.
- Detailed information about MasterCard’s SDP program can be found at the MasterCard SDP website: https://sdp.mastercardintl.com.
- Detailed information about DISC can be found at Discover Network’s DISC website: http://www.discovernetwork.com/resources/data/data_securityoverview.html.

All of the above referenced standards, as they are amended from time to time, shall be collectively referred to as the “Data Security Standards”.

20.2 Customer understands that this Agreement is for compliance with the Data Security Standards by its agents, and contractors. Notwithstanding anything in this Agreement to the contrary, Customer agrees to indemnify and hold Servicers harmless from and against all losses, liabilities, damages and expenses (including attorney’s fees and collection costs) resulting from Customer’s, or its agents’ or subcontractors’, failure to comply with the Data Security Standards. Furthermore, Customer understands that failure to comply with the Data Security Standards shall give the Servicers and the Associations the right to (i) impose fines or penalties, which Customer agrees to pay upon demand (ii) terminate this Agreement and/or (iii) restrict the Customer from accepting cards or participating in any of the services or programs provided by Servicers under this Agreement.

20.3 Customer will be subject to ongoing validation of its compliance with the Data Security Standards. Furthermore Servicers retain the right to conduct an audit at Customer’s expense, to verify Customer’s compliance, or that of Customer’s agents or third party providers, with said Data Security Standards.

20.4 Customer agrees to notify Servicers immediately, and in no event more than 24 hours after discovery, of any suspected or actual data security breach or violation of the Data Security Standards. Customer shall, at its own expense (i) perform or cause to be performed an independent investigation (including a forensics analysis) of any actual or suspected data security breach of Card or transaction data, (ii) perform or cause to be performed any remedial actions recommended by any such investigation, and (iii) cooperate with Servicers and the Associations in the investigation and resolution of any actual or suspected security breach.

21.1 No party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by (i) fire, flood, elements of nature or other acts of God; (ii) any outbreak or escalation of hostilities, war, riots or civil disorders in any country; (iii) any act or omission of the other party or any government authority; (iv) any labor disputes
whether or not employees' demands are reasonable or within the party's power to satisfy); or (v) the nonperformance by a third party for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in telecommunications or other equipment. In any such event, the non-performing party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable.

21.2 This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to its choice of law provisions). In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to it. SERVICERS AND CUSTOMER IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

21.3 CUSTOMER may request SERVICERS to perform or provide any system enhancements, custom reports, or related service enhancements that are different from or in addition to the system, services and reports SERVICERS otherwise agree to provide to CUSTOMER (collectively, "System Enhancements"). Following receipt of any request for System Enhancements and prior to providing the requested System Enhancements, SERVICERS shall provide CUSTOMER with a description of the System Enhancements to be made, together with an estimate of SERVICERS' fee for providing such System Enhancements. If CUSTOMER thereafter instructs SERVICERS to make such System Enhancements, SERVICERS will use reasonable efforts to do so, and CUSTOMER shall pay the additional fees charged by SERVICERS for such System Enhancements.

21.4 Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing, shall be sent by mail, courier or facsimile (facsimile notices shall be confirmed in writing by courier), if to CUSTOMER at its address appearing at the beginning of this Agreement, and if to SERVICERS to the attention of General Manager, PNC Merchant Services, Two PNC Plaza, 620 Liberty Place, Pittsburgh, PA 15222 with a copy to the attention of General Counsel, PNC Bank, National Association, One PNC Plaza, 249 Fifth Avenue, Pittsburgh, PA 15222. Notice given in any manner shall be effective when actually received.

21.5 The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement.

21.6 The parties intend every provision of this Agreement to be severable. If any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

21.7 This Agreement, along with any Schedules and the Operating Guide, constitutes the entire agreement between the parties with respect to the subject matter, supersedes any previous agreements and understandings and, except as provided in other Sections of this Agreement or the Schedules, can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

21.8 The parties acknowledge that the VISA, Discover and MasterCard Association Rules give the Associations certain rights to require termination or modification of this Agreement with respect to transactions involving VISA, Discover and MasterCard Cards and the VISA, Discover and MasterCard Card systems and to investigate CUSTOMER. The parties also acknowledge that issuers of other Cards, for which SERVICERS perform services on behalf of CUSTOMER, may have similar rights under their applicable Association Rules with respect to this Agreement's applicability to transactions involving such other Cards.

22. Visa, Discover and MasterCard Disclosure.

Member Bank Information: PNC Bank, National Association.

The Bank's mailing address is: PNC Bank, National Association
Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222

and its phone number is: 1-877-287-2654

Important Member Bank Responsibilities
(a) The Bank is the only entity approved to extend acceptance of Visa, Discover and MasterCard products directly to a Merchant
(b) The Bank must be a principal (signer) to the Merchant Agreement.
(c) The Bank is responsible for educating Merchants on pertinent Visa, Discover and MasterCard Rules with which Merchants must comply.
(d) The Bank is responsible for and must provide settlement funds to the Merchant in accordance with the terms of the Agreement.
(e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities
(a) Ensure compliance with Cardholder data security and storage requirements.
(b) Maintain fraud and Chargebacks below Association thresholds.
(c) Review and understand the terms of the Agreement.
(d) Comply with Bankcard Association rules.
The parties hereto have caused this Agreement to be executed by their duly authorized officers. THIS AGREEMENT IS BINDING UPON SERVICERS ON THE EFFECTIVE DATE AS SET FORTH IN ANNEX I SUBSECTION 1.11.

KENT STATE UNIVERSITY  
("CUSTOMER")
By: 
Name: Greg S. Floyd  
(Please Print or Type)
Title: Sr. VP for Finance & Admin  
Date: 6/29/15

PNC BANK, NATIONAL ASSOCIATION  
("PNC BANK")
By: 
Name: Frank J. Purcelli  
(Please Print or Type)
Title: Vice President  
Date: 7/03/2015

PNC MERCHANT SERVICES COMPANY  
("PNC MERCHANT SERVICES")
By: 
Name: Tracy P. McQuade  
(Please Print or Type)
Title: Senior Vice President  
Date: 7/03/2015
ANNEX I

The following terms shall have the following meanings:

1.1 “Association” means any entity formed to administer and promote Cards, including VISA, Discover and MasterCard, and any other entity as specified on the Schedules to this Agreement.

1.2 “Association Rules” mean the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Association.

1.3 “Authorization” means the process by which CUSTOMER electronically accesses SERVICERS’ computerized system unless such system is inoperable or otherwise not accessible to CUSTOMER, in which case CUSTOMER shall utilize the designated toll-free telephone number, to obtain credit approval from the Card issuing bank before completion of the Card transaction.

1.4 “Bankruptcy Code” means title 11 of the United States Code, as amended from time to time.

1.5 “Business Day” means a day (other than Saturday or Sunday) on which SERVICERS are generally open for business.

1.6 “Card” means a valid credit card or valid off-line debit card bearing the service mark of VISA, Discover or MasterCard and, to the extent the Schedules so provide, a valid card issued by any other Associations specified on such Schedules.

1.7 “Cardholder” means the individual whose name is embossed on the Card and any authorized user of such Card.

1.8 “Chargeback” means the procedure by which a Sales Draft or other indicia of a Card transaction (or disputed portion thereof) is returned to Bank or the Card issuing bank, for failing to comply with Association Rules, the liability of which is the CUSTOMER’s responsibility.

1.9 “Credit Voucher” means the evidence of a refund or price adjustment by CUSTOMER to a Cardholder’s account in connection with a prior purchase by such Cardholder using a Card, regardless of whether the form of such evidence is in paper, electronic or otherwise.

1.10 “CUSTOMER’s Chargeback Percentage” means the actual monthly percentage calculated by dividing CUSTOMER’s total monthly VISA, Discover and MasterCard Chargeback items in any line of business by the number of CUSTOMER’s total monthly VISA, Discover and MasterCard transactions in such line of business.

1.11 “Effective Date” shall mean the later of: (i) the date this Agreement and the applicable Schedules are signed by BANK, which shall in all instances be on or after the date(s) CUSTOMER and PNC MERCHANT SERVICES sign this Agreement and the applicable Schedules; and (ii) the date the first transaction is settled by the SERVICERS.

1.12 “Operating Guide” means the then-current manual prepared by SERVICERS, containing operational procedures, instructions and other directives relating to Card transactions.

1.13 “Preauthorized Order” means a Cardholder’s written authorization to make one or more future charges to such Cardholder’s MasterCard Card account.

1.14 “Recurring Sale” means a Cardholder’s written authorization to make one or more future charges to such Cardholder’s Visa, Discover or other non-MasterCard Card account.

1.15 “Reserve Account” means a fund established and managed by SERVICERS to protect against actual or contingent liability arising from Chargebacks, adjustments, fees and other charges due to or incurred by SERVICERS.

1.16 “Sales Draft” means evidence of a purchase of goods or services by a Cardholder from CUSTOMER using a Card, regardless of whether the form of such evidence is in paper, electronic or otherwise, all of which must conform to Association Rules.

1.17 “Schedules” means the attachments, addenda and other documents, including revisions thereto, which may be incorporated into and made part of this Agreement.

1.18 “Services” means the activities undertaken by SERVICERS to authorize, process and settle all United States Dollar denominated VISA, Discover and MasterCard Card transactions undertaken by Cardholders at CUSTOMER’s location(s) in the United States, and all other activities necessary for SERVICERS to perform the functions specified on the Schedules for all other Cards covered by this Agreement.

1.19 “Settlement Account” means an account at a financial institution designated by CUSTOMER as the account to be debited and credited by SERVICERS for Card transactions, fees, Chargebacks and other amounts due hereunder or in connection herewith (i.e., fines, attorneys’ fees, etc.).
PROPRIETARY AND CONFIDENTIAL TO PNC MERCHANT SERVICES

Fee Schedule
(Kent State University)

1. Pricing Assumptions:

The fees on this Schedule are based on the following assumptions:

- Estimated annual MasterCard, Visa & Discover ("Bankcard") transaction volume is $26,000,000
- Estimated annual Bankcard transactions are 1,000,000
- Estimated average transaction is $ VARIES
- Estimated annual American Express transactions are 200,000
- Estimated number of outlets processing Bankcard transactions is 54 APPROX
- Processing on PNC Merchant Services ("PNCMS") / First Data Merchant Services ("FDMS") platform. Nashville and Cardnet

2. Bankcard Fees:

(a) PNCMS will charge KENT STATE UNIVERSITY ("Customer") 19 Basis Points (.19\%) on Bankcard sale amount processed and a transaction fee of $0.05 on each PIN Debit and Bankcard debit & credit transaction processed. Processing includes both the authorization and settlement of single Bankcard transaction.

(b) In addition to the Bankcard Fees identified above, each Visa, MasterCard and Discover transaction submitted by Customer will be subject to the applicable Visa, MasterCard and Discover Interchange rates in effect. The Interchange rates and qualifying criteria set forth at www.visa.com, www.mastercard.com, and www.discovernetwork.com, may change from time to time as mandated by the Associations. Also, Customer is subject to other card association situational and monthly pass through fees but not limited to the following table:

<table>
<thead>
<tr>
<th>BankCard Association Assessments/Access/Other Pass Through Fees</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>VC Network Access Fee</strong></td>
<td><strong>$0.0195</strong></td>
</tr>
<tr>
<td><strong>Visa Acquirer Processing Fee - Credit</strong></td>
<td><strong>$0.0195</strong></td>
</tr>
<tr>
<td><strong>Visa Acquirer Processing Fee - Debit</strong></td>
<td><strong>$0.0155</strong></td>
</tr>
<tr>
<td><strong>Discover Usage Fee</strong></td>
<td><strong>$0.0185</strong></td>
</tr>
<tr>
<td><strong>Discover Network Authorization Fee</strong></td>
<td><strong>$0.0025</strong></td>
</tr>
<tr>
<td><strong>Visa Fixed Acquirer Network Fee CP</strong></td>
<td>Pass Thru of Cost</td>
</tr>
<tr>
<td><strong>Visa Fixed Acquirer Network Fee CNP</strong></td>
<td>Pass Thru of Cost</td>
</tr>
<tr>
<td><strong>MasterCard Assessment Fee</strong></td>
<td>0.120%</td>
</tr>
<tr>
<td><strong>MC Digital Enablement Fee</strong></td>
<td>0.010%</td>
</tr>
<tr>
<td><strong>MC Assessment Trans Amt &gt; = $1k</strong></td>
<td>0.010%</td>
</tr>
<tr>
<td><strong>Visa Assessment - Debit</strong></td>
<td>0.110%</td>
</tr>
<tr>
<td><strong>Visa Assessment - Credit</strong></td>
<td>0.130%</td>
</tr>
<tr>
<td><strong>Discover Assessment</strong></td>
<td>0.110%</td>
</tr>
<tr>
<td><strong>VC License Fee</strong></td>
<td>0.005%</td>
</tr>
<tr>
<td><strong>MasterCard Kilobyte Fee</strong></td>
<td><strong>$0.0035</strong></td>
</tr>
<tr>
<td><strong>Visa Kilobyte Fee</strong></td>
<td><strong>$0.0025</strong></td>
</tr>
<tr>
<td><strong>Visa Misuse of Auth Fee</strong></td>
<td>$ 0.45</td>
</tr>
<tr>
<td><strong>MC Processing Integrity Fee</strong></td>
<td>$ 0.045</td>
</tr>
<tr>
<td><strong>Visa Transaction Integrity Fee</strong></td>
<td>$ 0.10</td>
</tr>
<tr>
<td><strong>MasterCard CNP AVS Fee</strong></td>
<td><strong>$0.0075</strong></td>
</tr>
<tr>
<td><strong>MasterCard CVC2 Fee</strong></td>
<td><strong>$0.0025</strong></td>
</tr>
<tr>
<td><strong>Discover Intl Service Fee</strong></td>
<td>0.55%</td>
</tr>
<tr>
<td><strong>Discover Intl Processing Fee</strong></td>
<td>0.40%</td>
</tr>
<tr>
<td><strong>MC Foreign Handling</strong></td>
<td>0.80%</td>
</tr>
<tr>
<td><strong>Visa Foreign Handling</strong></td>
<td>1.00%</td>
</tr>
<tr>
<td><strong>PULSE Annual License Fee</strong></td>
<td>$ 9.00</td>
</tr>
<tr>
<td><strong>STAR Annual License Fee</strong></td>
<td>$ 6.00</td>
</tr>
<tr>
<td><strong>Amex Network Fee - OptBlue</strong></td>
<td>0.15%</td>
</tr>
</tbody>
</table>

(c) In addition to the PIN Debit Fee identified above each PIN Debit transaction submitted by customer will subjected to the applicable pass through of Interchange and Switch fees paid by PNCMS to debit networks. Valid for all networks PNC Bank participates in. See Debit Supplement I to Schedule A.

Initial: [Signature]
3. Fees for Services:

Voice Authorization: The following fees will be charged for voice authorization services:
   VRU: $0.49 per authorization; Voice/VRU: $0.69 per authorization

Chargeback Processing Fee: Customer will be charged a fee of $15.00 per Chargeback in addition to any fee or fine
   imposed by Visa or MasterCard. The chargeback fee includes any associated retrieval request in addition to re-presentation
   and pre-arbitration services.

EIDS: Customer will be charged $3.95 per outlet per month for Electronic Integrated Dispute System (eIDS), a web based
   product that allows the transfer of Chargeback and retrieval information between Customer and PNCMS to assist in the
   resolution and education of disputes.

Entitlement Transaction Processing Fees: Customer will be charged $0.05 per authorization of each Entitlement transaction
   (American Express). All other Entitlement transaction processing will be priced on a quotation basis.

Pin-Debit Card Transaction Processing Fee: Customer will be charged $0.05 plus through of Interchange and Switch fees paid
   by PNCMS to debit networks. Valid for all networks PNC Bank participates in. See Debit Supplement to Schedule A.

Batch Settlement Fee: A fee of $0.30 (WAIVED) will be charged for each batch of transactions transmitted for processing

First Data E4 Gateway Or Third Party Platform or Gateway Provider Set-up Fee: A $150.00 start-up fee will be charged to customer for each outlet set up for First Data E4 Gateway or any third party platform or gateway provider. Examples of these platforms are: Vital, GPS and TSYS.

First Data E4 Gateway Or Third Party Platform or Gateway Provider Monthly Fee: A $10.00 per month fee will be charged to each outlet processing through First Data E4I Gateway or any third party platform or gateway provider. Examples of these platforms are: Vital, GPS and TSYS.

First Data E4 Gateway Or Third Party Platform or Gateway Provider Transaction Fees: A $0.07 per transaction fee will be charged to each bankcard transaction processed through First Data E4 Gateway or a certified third party platform or gateway provider. Examples of these platforms are: Vital, GPS and TSYS.

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**TransArmor RSA:**  A per item fee of $0.03 for will be assessed for any location that wishes to use the TransArmor Tokenization Services on an compatible Terminal or System.

**Monthly Service Fee:**  A monthly service charge of $16.50 (WAIVED) will be charged to each account for account residency, deposit research, assistance with balancing and billing issues, general account support and servicing.

**Relationship Manager:**  A dedicated Relationship Manager will be assigned to Customer at no additional charge.

**Application Fee:**  An application fee of $195 (WAIVED) will be charged per Merchant ID location.

**Monthly Minimum Processing Fee:**  A $15.00 monthly minimum processing fee (WAIVED) will be calculated for each outlet beginning thirty (30) days after the date Customers Application is approved.

**ACH Reject Fee:**  Customer will be charged $20.00 for each transaction, deposit batch, or billing attempt that is not successfully debited or credited to a merchant’s designated depository account.

The fees set forth in this Section 3 may be adjusted to reflect increases or decreases in applicable sales or telecommunication taxes as levied by federal, state or local authorities.  Any such increases or decreases will be passed through directly without mark-up or additional charge by Servicers. Upon request of Customer, Servicers will provide documentation substantiating any such increase or decrease in applicable sales or telecommunication taxes.

4.  **Reports / Other Services:**

**Clientline:**  On-line reporting tool for merchant activity available to customers at a cost of $16.95 per month - Waived

**Monthly Statement Fee:**  A $3.99 per outlet fee charged to Customer to have paper statements generated and mailed.  This Fee will be waived if Customer elects to have the statements suppressed.

**Special Reports:**  Other ad hoc reports will be priced on a quotation basis.

Initial:  [Signature]
5. **Equipment:**

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Purchase</th>
<th>Monthly Rental</th>
<th>36 Month Lease</th>
<th>48 Month Lease</th>
</tr>
</thead>
<tbody>
<tr>
<td>FD 410</td>
<td>$700.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One time setup $20.75-waived</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Wireless fee</td>
<td>$15.00/mo.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Equipment Arrangement**

<table>
<thead>
<tr>
<th>Equipment Arrangement</th>
<th>Replacement Fee($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Purchase through PNC Merchant Services</td>
<td>No charge through first 36 months of Purchase term. $195 charge if over 36 months.</td>
</tr>
<tr>
<td>Customer-Owned Equipment</td>
<td>First 10 free of charge...$50 per terminal there after</td>
</tr>
</tbody>
</table>

* There is a $15 shipping and handling fee charged for standard first class shipments

All other equipment will be priced on a quotation basis.

7. **Additional Services:**

It is understood and agreed that Bank shall have no liability whatsoever regarding the processing, authorization or any other service provided by PNCMS in connection with cards bearing the service mark of organizations other than the Visa or MasterCard associations. If other card issuing entitlements are added, the fees associated with these will be on a per quotation basis.

8. **Payment Terms:**

Payment method is ACH transfer.

Payments shall normally be electronically transmitted directly to the demand deposit account you have indicated, or any successor account designated to receive provisional funding of Customer's Card sales pursuant to the Bankcard Agreement ("Settlement Account"). Neither Bank nor PNCMS can guarantee the timeliness with which any payment may be credited by Customer’s depository institution ("Depository").

Initial: [Signature]