

**2013 AMENDED AND RESTATED
UNIVERSITY BANKING SERVICES AGREEMENT**

THIS 2013 AMENDED AND RESTATED UNIVERSITY BANKING SERVICES AGREEMENT (this "Agreement") is entered into as of the 1st day of January, 2013, by and between the University of Pittsburgh – Of the Commonwealth System of Higher Education, a state-related educational institution, organized under the laws of the Commonwealth of Pennsylvania, with its principal office at 4200 Fifth Avenue, Pittsburgh, Pennsylvania 15260 ("University") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank"). This Agreement shall be applicable only to the University's "Campus" as that term is defined below.

The parties have previously entered into a University Banking Services Agreement dated May 1, 2011 (the "2011 Banking Services Agreement").

The parties have agreed that the terms of this Agreement shall supersede in its entirety the terms of the 2011 Banking Services Agreement, which will no longer be in force upon the execution hereof except as specifically provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

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, including by way of example only and not in limitation of the foregoing, free student checking and Virtual Wallet[®] Student, and WorkPlace checking, with PNC Bank that is opened under the Program.

(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 fifty percent (50%) of the equity of the entity.

(c) "Agreement" shall mean this 2013 Amended and Restated University Banking Services Agreement together with all schedules, exhibits and other attachments hereto including without limiting the foregoing, the 2013 Amended and Restated ATM Program Master License Agreement (the "2013 ATM Agreement") and the 2013 Amended and Restated Web Linking Agreement (the "2013 Web Linking Agreement").

(d) "Annual Royalty Payment" shall have the meaning given the term in Section 3(b).

(e) "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. The ATMs shall be subject to that certain separate 2013 ATM Agreement, in substantially the form attached hereto as Exhibit B, which is incorporated herein by this reference.

(f) "Banking Services" shall mean certain banking services offered by PNC Bank hereunder, including (i) by way of example only and not in limitation of the foregoing, student, faculty, or staff personal checking account, free student checking and Virtual Wallet® Student and WorkPlace checking as described in Exhibit A which is attached hereto and incorporated herein by this reference, (ii) ATMs, which are subject to that certain separate 2013 ATM Agreement in substantially the form attached hereto as Exhibit B and incorporated herein by this reference, and (iii) certain banking services relating to the Panther Card (defined below) as specified herein. Except as otherwise described herein, Banking Services shall not include credit cards, charge cards, debit cards or travel and entertainment card programs. Notwithstanding the foregoing, Banking Services may include providing debit cards only to the extent necessary if a Constituent opens a new Account or requests a debit card for an existing Account; however, such debit cards shall not bear any University Marks (defined below).

(g) "Business Days" shall mean any day that PNC Bank is open for the conduct of substantially all of its business and shall not include Saturdays, Sundays or federal holidays, or any day that the Federal Reserve Bank requires PNC Bank to be closed.

(h) "Campus" shall mean the University of Pittsburgh's Pittsburgh (Oakland) campus, the University of Pittsburgh at Greensburg campus, and such other campus locations as may be agreed to in writing by the University and PNC Bank from time to time.

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

(j) "Effective Date" shall mean January 1, 2013.

(k) "Financial Literacy Programs" shall mean financial workshop(s) for students designed to educate them on a variety of topics including checking account management and good credit habits.

(l) "Force Majeure" shall have the meaning given that term in Section 20 below.

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

(n) "Mailing Lists" shall mean, collectively, the Graduate-List and the Student-List, which lists shall be mutually agreed upon by the parties and restricted to certain "Directory

Information” as determined by the University consistent with the Federal Family Education Rights and Privacy Act of 1974, as amended (“FERPA”).

(o) “PNC Branch Location” shall mean a new PNC Bank branch to be located on the ground floor of Mark A. Nordenberg Hall, a 10-story building currently under construction at the corner of Fifth Avenue and University Place, Pittsburgh, Pennsylvania.

(p) “New Student Enrollment” shall mean the total full-time, First-Time, First-Year (Freshman) who enrolled at the University’s Pittsburgh campus for each academic year during the Term of this Agreement, as reported in the Common Data Set, produced annually by the University’s Office of Institutional Research and generally available on or around October 1 and published at www.ir.pitt.edu.

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

(r) “Program” shall mean the Banking Services, Financial Literacy Programs, and any other services which the parties have agreed in writing may be offered by PNC Bank to the Constituents pursuant to this Agreement.

(s) “Program Period” shall have the meaning set forth in Section 4 below.

(t) “Proprietary Intellectual Property” shall include, but not be limited to, the Mailing Lists and the University Marks which are owned by the University and the PNC Bank Marks owned by PNC Bank.

(u) “PNC Bank Marks” shall mean any design, image, visual representation, logo, service mark, name, trade dress, trade name or trademarks used or acquired by PNC Bank.

(v) “Student Enrollment” shall mean the total number of undergraduate students (Headcount) at the University’s Pittsburgh campus for each academic year during the Term of this Agreement, as reported in the Student Information section of the University’s Fact Book, produced annually by the University’s Office of Institutional Research and generally available on or around October 1 and published at www.ir.pitt.edu/factbook.

(w) “Student-List” shall mean an electronic list of currently enrolled students, both undergraduate and graduate.

(x) “University Marks” shall mean any design, image, visual representation, logo, servicemark, name, trade dress, trade name or trademarks used or acquired by University.

(y) “University Property” shall mean real property on the Campus that is owned and under the control of the University.

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

2. **TERM**

(a) The term of this Agreement shall commence as of the Effective Date and shall terminate on December 31, 2019 (the "Initial Term"), unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.

(b) Unless this Agreement is otherwise terminated by either party as provided herein, this Agreement may be renewed for a maximum of two (2) successive five-year periods (each a "Renewal Term"), on such terms and conditions as the parties may mutually agree. In the event that either party wishes not to renew this Agreement at the end of the Initial Term or the first Renewal Term, such party shall provide written notice of its intention not to renew this Agreement to the other party at least ninety (90) days before the end of the then current Term.

(c) Any use of the word "Term" in this Agreement shall include the Initial Term and any Renewal Term.

3. **PRICING, PAYMENT TERMS**

(a) Each January of the Term, beginning with January 1, 2014, the parties shall conduct an annual review of the performance of the applicable year of the Program.

(b) In consideration for licenses granted hereunder relating to the use of the University's Proprietary Intellectual Property in connection with the Program, PNC Bank shall pay to the University an annual payment in the amount of Three Hundred Thousand Dollars (\$300,000) (the "Annual Royalty Payment") each year during the Term of this Agreement, in accordance with the following schedule:

<u>Year of Term</u>	<u>Annual Royalty Payment Due Date</u>
January 1, 2013 – December 31, 2013	February 1, 2014
January 1, 2014 – December 31, 2014	February 1, 2015
January 1, 2015 – December 31, 2015	February 1, 2016
January 1, 2016 – December 31, 2016	February 1, 2017
January 1, 2017 – December 31, 2017	February 1, 2018
January 1, 2018 – December 31, 2018	February 1, 2019
January 1, 2019 – December 31, 2019	February 1, 2020

(c) PNC Bank shall forward all payments when due to the address specified in Section 24 below, or to such address as the University may designate to PNC Bank in writing from time to time.

(d) If in any academic year during the Term of this Agreement the New Student Enrollment is less than 3,250 (the "New Student Enrollment Benchmark"), PNC Bank may reduce the Annual Royalty Payment by a percentage equal to the ratio of the New Student

Enrollment to the New Student Enrollment Benchmark. For example, should the New Student Enrollment for a given academic year equal 3,000, then the Annual Royalty Payment shall be equal to \$276,900 ($3,000 \div 3,250 = 92.3\%$; $\$300,000 \times 92.3\% = \$276,900$).

(e) If in any academic year during the Term of this Agreement the Student Enrollment is less than 15,500 (the "Student Enrollment Benchmark"), PNC Bank may reduce the Annual Royalty Payment by a percentage equal to the ratio of the Student Enrollment to the Student Enrollment Benchmark. For example, should the Student Enrollment for a given academic year equal 15,000, then the Annual Royalty Payment shall be equal to \$290,400 ($15,000 \div 15,500 = 96.8\%$; $\$300,000 \times 96.8\% = \$290,400$).

(f) If in any academic year during the Term of this Agreement both the New Student Enrollment and the Student Enrollment are below the New Student Enrollment Benchmark and the Student Enrollment Benchmark, respectively, then the Annual Royalty Payment shall be equal to the lower amount due as calculated in accordance with subsections (d) and (e) above.

(g) In any year in which the University fails to fulfill its obligations under Section 6 of this Agreement, PNC Bank may declare a breach hereunder, pursuant to the provisions of Section 16 herein. In the event the University fails to cure such breach in accordance with the terms of Section 16(a), then PNC Bank may elect to waive such breach pursuant to Section 26 herein and the Annual Royalty Payment may be reduced by an amount not to exceed twenty percent (20%) thereof for the academic year in which such breach occurred.

(h) Notwithstanding the provisions in subsections (d) – (g) above, in no event shall the Annual Royalty Payment be less than Two Hundred Forty Thousand Dollars (\$240,000) for academic year during the Term of this Agreement.

4. PROGRAM PERIOD AND SERVICES

(a) PNC Bank shall offer the Program and the related Banking Services hereunder during the Term, unless this Agreement is otherwise terminated or amended in accordance with the terms specified herein (the "Program Period").

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

5. PNC BANK'S EMPLOYEES

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

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

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

(d) When on or about the property of University, PNC Bank agrees that its employees shall observe such rules and regulations as University prescribes from time to time for the general population of its Campus and which are posted on the University's website.

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

6. OBLIGATIONS OF UNIVERSITY

University shall:

(a) Permit PNC Bank the exclusive right to offer the Program to the Constituents at the University's Campus.

(b) Provide reasonable marketing opportunities as shall be mutually agreed upon by the parties in order to promote the Program, which marketing opportunities shall include, by way of example and not limitation:

Students

- On-campus tabling promotions, including distribution of Program Materials (as defined in Section 7(c) below) at University locations and events such as freshmen orientations
- Direct mailings by PNC Bank to incoming students
- Twice annual mailings by PNC Bank to upperclassmen, at the beginning of each semester
- Program announcements/communications targeted to students
- On-campus financial seminars

Faculty / Staff

- On-campus tabling promotions, including distribution of Program Materials at University locations and events such as new hire orientations
- Program announcements/communications targeted to faculty and staff
- On-campus financial seminars
- Participation at new hire orientations, to the extent possible

- Participation at new faculty orientation at the beginning of each semester, to the extent possible.

Graduating Students

- Twice annual mailings by PNC Bank to graduating students
- On-campus tabling promotions at University events for graduating students (i.e., Graduation Central)
- Program announcements/communications targeted to graduating students

(c) During the Program Period, grant to PNC Bank a limited, non-exclusive, non-transferable license to use the Mailing Lists solely in conjunction with the Program, including the promotion thereof, in accordance with the terms of this Agreement. Such right and license to use the Mailing List shall not apply or extend to any other product or service offered by PNC Bank. University is and shall remain the owner of all rights in and to the Mailing List, as the same now exists or as it may hereafter be modified. Except as otherwise provided for in this Agreement, upon the termination of this Agreement, all license rights conveyed by University to PNC Bank with respect to the use of the Mailing List under this Section 6(c) shall cease.

(d) During the Program Period, grant to PNC Bank a limited, non-exclusive, non-transferable license to use certain University Marks in conjunction with the Program, including the promotion thereof, in accordance with the terms of this Agreement. Such right and license to use the University Marks shall not apply or extend to any other product or service offered by PNC Bank. University is and shall remain the owner of all rights in and to the University Marks, as the same now exists or as it may hereafter be modified. Except as otherwise provided for in this Agreement, upon the termination of this Agreement, all license rights conveyed by University to PNC Bank with respect to the use of the University Marks under this Section 6(d) shall cease.

(e) Grant PNC Bank ATM deployment privileges on Campus as of the Effective Date (and the associated grant of ATM privileges with respect to these ATMs), which shall be governed by and in accordance with the provisions of the 2013 ATM Agreement between PNC Bank and University entered into contemporaneously with this Agreement, which is attached hereto as Exhibit B and incorporated herein by this reference.

(f) Execute the 2013 Web Linking Agreement governing the maintenance of a hyperlink on University's website to PNC Bank's website in accordance with the provisions of the 2013 Web Linking Agreement, in substantially the form attached hereto as Exhibit C, which is incorporated herein by this reference.

(g) Provide, in a mutually agreed upon method and request schedule, the Mailing Lists to PNC Bank within thirty (30) days of the date of request. The Mailing Lists are Confidential Information (as defined in Section 17 below) of the University and shall be subject to the provisions of Section 17.

(h) 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:

- Encode track 2 of the magnetic stripe on the back of each University ID Card to enable the University ID Card to function as a debit card with Accounts;
- Add a disclosure statement printed on the back of each University ID Card to read as follows, "ATM capability requires a linked deposit account";
- Permit logos to be printed on each University ID Card as required by PNC Bank or its vendors including Star®, Plus and PNC Bank; and
- Display the issued University ID 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 FERPA, other applicable laws and regulations, and University's policies and procedures.

(i) PNC Bank acknowledges that the University of Pittsburgh Athletic Department has existing agreements, and the right to enter into future agreements, with any financial institution for services or sponsorship. A sponsorship may include, but is not limited to, exclusive advertising opportunities in University's athletic venues (signage, promotions), ATM locations at University's athletic venues, media advertising, including but not limited to radio, television, internet, publications and print. Notwithstanding the terms of this Agreement, the University of Pittsburgh Athletic Department may permit the use of University Marks in conjunction with any existing or future agreement with a financial institution.

7. OBLIGATIONS OF PNC BANK

PNC Bank shall:

(a) During the Program Period, offer and administer the Program for the benefit of the University's Constituents.

(b) During the Program Period, market the Program to University's Constituents in accordance with the terms of this Agreement.

(c) Design all advertising, solicitation, promotional and other related materials concerning the Program (collectively "Program Materials"). University shall have the right of prior approval of all Program Materials, printed or otherwise; such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, PNC Bank shall have the

right to communicate information to any customer which it normally sends to its other customers without having to obtain the prior approval of the University. Except as otherwise permitted pursuant to this Agreement, neither party shall use the name or Proprietary Intellectual Property of the other party in any advertising or promotional materials without the written consent of such other party.

(d) Bear all costs of producing and distributing the Program Materials.

(e) Process all applications for Banking Services as submitted by University's Constituents in accordance with PNC Bank procedures.

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

(g) Provide such reasonable and appropriate electronic interface necessary to accept and validate the University ID Center database into the PNC Bank card system.

(h) Sponsor the University BIN number (603507) in all appropriate banking networks in order to allow the Panther Card to function as an ATM/pin based debit card.

(i) Provide and support the ATMs in accordance with the terms of the 2013 ATM Agreement.

(j) Maintain the University ID-Card Linking to the Panther Card.

(k) Ensure the PNC Branch Location includes a minimum of three (3) state-of-the-art ATMs and additional points of service as reasonably requested by the University.

8. INSURANCE

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

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

WORKERS' COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

\$4,000,000 Each Occurrence

\$4,000,000 Aggregate

EMPLOYER'S LIABILITY

\$1,000,000 Each Accident

\$1,000,000 Disease-Policy Limit

\$1,000,000 Disease-Each Employee

COMPREHENSIVE CRIME

\$1,000,000 Employee Theft Coverage

\$1,000,000 Premises Coverage

\$1,000,000 Transit Coverage

\$1,000,000 Depositors Forgery Coverage

PNC shall name the University as an additional insured on its General, Umbrella and Automobile Liability policies. If allowed under the contract with the insurer, such policies shall contain a provision that the insurance shall not be cancelled without thirty (30) days prior written notice to the University.

9. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

(v) No information, schedule, exhibit, or financial information furnished or to be furnished by University to PNC Bank in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading; provided, however, that the parties recognize that the nature of the information maintained by the University with respect to the ID Center database is subject to change and may be updated and outdated from time to time and that the information contained therein may not be completely accurate. University warrants that it shall provide PNC Bank ID Center database data each Business Day of the Term;

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

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

(viii) During the Program Period, University will (A) endorse the Program, and (B) allow PNC Bank the exclusive right to offer the Program to University's Constituents in accordance with the terms of this Agreement. Notwithstanding the foregoing, University shall have the right to endorse other debit card programs. Nothing herein shall prohibit University from entering into any other ATM arrangements in accordance with the provisions of Exhibit B hereto, the 2013 ATM Agreement.

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

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

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

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

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

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

(vi) In its performance and activities hereunder, including but not limited to its creation and provision of the Program Materials used by PNC Bank to generate applications and Accounts in connection with the Program, PNC Bank shall, at all times, comply with all applicable federal, state or local rules, laws or regulations.

10. LOCATIONS/SIGNS

University shall permit PNC Bank to place signs identifying the Program or its ATMs in mutually acceptable locations on University's Campus. PNC Bank must have University's prior written approval for any signs relating to their size, content and colors, which consent shall not be unreasonably withheld.

11. ADVERTISING, PROMOTION AND RELATED ACTIVITIES

(a) All advertisements and press releases pertaining to the Program shall be mutually agreed upon. In no event shall either party produce any advertising or other materials that include references to the Program, the Agreement or the other party or the other party's Proprietary Intellectual Property, without such other party's prior written consent. Written approval shall not be unreasonably withheld and shall be provided within ten (10) Business Days of the request of a party.

(b) The parties may conduct joint promotional activities as they may mutually agree upon.

(c) University shall grant PNC Bank equal priority placement of advertisements to that of other participating banks to be contained in mutually agreed upon University publications generally directed to University Constituents. Such advertisement placement by PNC Bank shall be at the standard publication rate for publications owned or operated by University. Notwithstanding the foregoing, the University shall have the right to limit or prohibit advertisements within any University publication in order to protect the University's tax-exempt status and comply with U.S. postage regulations pertaining to nonprofit mail.

12. INDEMNITY

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

(i) breach or failure of observance or performance of any representation, warranty, covenant or provision of this Agreement by University;

(ii) violation of any applicable law, rule, regulation or administrative order or any statement, letter or guidelines issued by applicable regulatory authority in connection with the University's performance under this Agreement; or

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

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

(i) breach or failure of observance or performance of any representation, warranty, covenant or provision of this Agreement by PNC Bank;

(ii) violation of any applicable law, rule, regulation or administrative order or any statement, letter or guidelines issued by applicable bank regulatory authority in connection with PNC Bank's performance under this Agreement; or

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

(c) Indemnification Procedures for Third Party Claims. In any case where the person seeking indemnification under this Agreement (herein referred to as the "Indemnified Party") seeks indemnification for a third party claim, suit or proceeding covered by this Section 12 (herein referred to as a "Third Party Claim"), such indemnification will be conditioned on such Indemnified Party's compliance with the following procedures:

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

(ii) If the Indemnifying Party is defending against the Third Party Claim, the Indemnified Party may, but will not be obligated to, participate in the defense of any such Third Party Claim, at its own expense and using counsel of its own choosing but the Indemnifying Party will be entitled to control the defense thereof unless the

Indemnified Party has relieved the Indemnifying Party from liability with respect to the particular matter. The Indemnified Party will cooperate and provide such assistance as the Indemnifying Party reasonably may request in connection with the Indemnifying Party's defense and will be entitled to recover from the Indemnifying Party the reasonable costs of providing such assistance. The Indemnifying Party will inform the Indemnified Party on a regular basis of the status of such Third Party Claim and the Indemnifying Party's defense thereof.

(iii) In any Third Party Claim the defense of which is controlled by the Indemnifying Party, the Indemnifying Party will not, without Indemnified Party's prior written consent, compromise or settle such Third Party Claim if: (x) such compromise or settlement would impose an injunction or other equitable relief upon the Indemnified Party or contains a finding or admission of any violation of law or any violation of the rights of any person; (y) such compromise or settlement does not include the third party's release of the Indemnified Party from all liability relating to such Third Party Claim for which the Indemnified Party is entitled to be indemnified; or (z) there may be an adverse effect on any other claims that may be made against the Indemnified Party or if the relief provided includes monetary damages that are not paid in full by the Indemnifying Party.

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

(v) In the event that an Indemnifying Party contests in writing the Indemnified Party's right to indemnification with respect to a Third Party Claim and such Third Party Claim is later determined by a court of competent jurisdiction to have been (i) improperly contested and/or (ii) subject to the terms of indemnification set forth in this Section 12, and (iii) such contest was made in bad faith, then the Indemnified Party shall be entitled to recover from the Indemnifying Party the entire costs incurred by the Indemnified Party defending such Third Party Claim, including reasonable fees and disbursements of counsel and all amounts paid as a result of such Third Party Claim and the compromise or settlement thereof.

(vi) The obligation of a party to indemnify the other party's officers, directors, employees and agents in accordance with this Section 12 may be enforced exclusively by the other party and nothing herein will be construed to grant such officers, directors, employees and agents any individual rights, remedies, obligations or liabilities with respect to the parties. The parties may amend or modify this Agreement in any respect without the consent of such officers, directors, employees and agents.

13. LIMITATION OF LIABILITY

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

14. TAXES

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

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

(c) PNC Bank shall pay any and all taxes, assessments and other charges of whatever nature or kind (including but not limited to any business improvement district assessment) that are assessed, levied, imposed or may or do become a lien on the University's premises as a direct result of PNC Bank's use or occupancy of University premises under the 2013 ATM Agreement.

15. ASSIGNMENT/SUBLICENSE/BINDING EFFECT

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

16. RIGHTS OF TERMINATION

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

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

(c) In the event that any material change in applicable law, statute, operating rule or regulation makes the continued performance of this Agreement impossible, then the parties shall have the right to terminate this Agreement with advance written notice as set forth herein, or sooner if required by law. Such written notice shall include a detailed explanation of the change and the provisions of this Agreement which would be affected thereby. If immediate termination of this Agreement is not required by law, the parties agree to work together in good faith for a period of up to ninety (90) days to negotiate mutually agreeable changes to this Agreement that will cure the conditions described in the notice. If the parties are unable to reach agreement, then either party may terminate this Agreement after such ninety (90) day negotiation period.

(d) The termination or expiration of this Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination, except as expressly provided herein.

(e) The parties hereto agree that the obligations of Sections 12, 13, 14 and 17 hereof shall survive the termination of this Agreement.

17. CONFIDENTIALITY

The terms of this Agreement and any underlying data provided in preparation for this Agreement or pursuant to this Agreement includes information: (i) which is privileged or confidential; and (ii) the disclosure of which would cause substantial harm to the competitive position of PNC Bank.

(a) Except as expressly provided below, each of PNC Bank and University agrees that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or is made available to the other, including to each party's directors, officers, employees, agents, auditors, legal counsel or representatives ("Representatives") pursuant to this Agreement, is referred to hereinafter as "Confidential Information." Confidential Information shall include, without limitation, all technology, know-how, processes,

software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, customer information, which includes, without limitation, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer lists, whether received before or after the date hereof. Confidential Information also includes information of any parent, subsidiary or Affiliate of PNC Bank or University.

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

(c) As a condition of this Agreement, it is agreed that neither PNC Bank nor University (or their respective Representatives) without the prior consent of the other will disclose to any person any of the terms, conditions or other facts pertaining to this Agreement, including the Banking Services, the 2013 ATM Agreement or the 2013 Web Linking Agreement. PNC Bank or University may, however, make such disclosures to or as may be required by the appropriate local, state or federal agencies, courts, tribunals, or other regulatory or oversight authorities. Any media releases or public announcements or disclosures by either PNC Bank or University relating to this Agreement or the Banking Services shall be coordinated with and approved by the other.

(d) Either PNC Bank or University may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall (i) first notify the other of such request or requirement, or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, (ii) attempt to obtain the other's consent to such disclosure, and (iii) in the event consent is not given, to agree to permit a motion to quash, or other similar procedural step, to frustrate the production or publication of information. Nothing herein shall require either PNC Bank or University to fail to honor a subpoena, court or administrative order, or a requirement on a timely basis. In the absence of consent of a party as provided above, if a party is, in the opinion of its counsel, compelled to disclose Confidential Information upon pain of liability for contempt or other censure or penalty, such party may disclose such Confidential Information to the relevant court or other tribunal without liability hereunder.

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

(f) Each party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information received from, or on behalf of, the other party hereto.

(g) Each party shall report to the other party any use, access or disclosure of Confidential Information not authorized by this Agreement. The report shall be made within one (1) business day after a party learns of such use, access or disclosure. The report shall identify: (i) the nature of the unauthorized use, access or disclosure, (ii) who made the unauthorized use or access or received the unauthorized disclosure, (iii) what the party has done or shall do to mitigate any deleterious effect of the unauthorized use, access or disclosure, and (iv) what corrective action the party has taken or shall take to prevent future similar unauthorized use, access or disclosure. No public disclosure of such unauthorized use, access, or disclosure shall be made without the prior consultation with and consent of the other party.

(h) Each party shall, upon request and as directed by the other party, promptly deliver to the originating party or destroy all documents and other tangible media that contain or reflect Confidential Information of the originating party (including all copies, reproductions, digests, abstracts, analyses and notes) in its possession or control, including any related computer files.

(i) The parties hereto acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the originating party may be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction with respect to its Confidential Information.

18. ENTIRE AGREEMENT

This 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. If there is a conflict between the terms of this Agreement and any Exhibit or Schedule attached hereto, the terms of the Exhibit or Schedule shall control.

19. **AMENDMENT**

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

20. **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.

21. **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.

22. **SEVERABILITY**

Any element of this Agreement held to violate a law or regulation or jeopardize the University's tax-exempt status or subject it to unrelated business income tax 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.

23. **GOVERNING LAW/JURISDICTION**

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

24. **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: University of Pittsburgh
ATTN: Eli Shorak, Associate Vice Chancellor for Business
124 Cathedral of Learning
Pittsburgh, PA 15260

With a copy to: University of Pittsburgh
Office of General Counsel
1710 Cathedral of Learning
Pittsburgh, PA 15260
Attention: General Counsel

If to PNC Bank, then to: PNC Bank, National Association
One PNC Plaza
249 Fifth Avenue, 20th Floor
Pittsburgh, Pennsylvania 15222
ATTN: Manager, University Banking

With a copy to: PNC Bank, National Association
One PNC Plaza
249 Fifth Avenue
PI-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.

25. 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.

26. 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.

27. **REMEDIES**

All remedies, either under this Agreement or by law or otherwise afforded, shall be cumulative and not alternative.

28. **COUNTERPARTS**


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

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IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this 2013 Amended and Restated University Banking Services Agreement on its behalf.

PNC BANK, NATIONAL ASSOCIATION

UNIVERSITY OF PITTSBURGH – OF
THE COMMONWEALTH SYSTEM OF
HIGHER EDUCATION

By: 
Name: Nickolas Cece
Title: Se. Vice President
Date: 2-19-2013

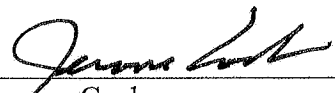
By: 
Name: Jerome Cochran
Title: Executive Vice Chancellor
Date: 2/26/13

EXHIBIT A

DESCRIPTION OF ACCOUNTS

Virtual Wallet® Student Account

3 accounts with an online Money Bar

- ▶ (Spend account) : free checking with no minimum balance requirements and no monthly service charge*
- ▶ (Reserve account): free interest checking
- ▶ (Growth account) free savings account with a standard variable interest rate

*Three free Checks per statement cycle, then .50 each

Free online Bill Payment

Free online statements

Free PNC Bank Visa® Check Card for purchases wherever Visa is accepted and for ATM use

First Overdraft event reimbursed within 12 months of account opening date

One free monthly incoming international or domestic wire transfer

Unlimited teller transactions

Free Alerts (e-mail, telephone, text notifications)

To monitor Debit Card activity

To monitor deposits

To monitor changes to account

Free Virtual Wallet iPhone app

Unlimited Teller transactions

Dedicated Virtual Wallet Customer Service Line: 1-800-352-2255

Dedicated Student Customer Service Line: 1-877-PNC-1000

Free ID Card <e.g. Panther Card> linking to PNC accounts

Free Account Access at approximately 6,600 PNC ATMs nationwide

WorkPlace Virtual Wallet® Performance Account

3 accounts with an online Money Bar

- ▶ (Spend account): free checking with no minimum balance requirements and no monthly service charge
- ▶ (Reserve account): free interest checking
- ▶ (Growth account) free savings account with a standard variable interest rate for \$25,000 or less. Customers can qualify for a higher earned interest rate if they make 5 or more PIN or signature transactions during the previous calendar month using a PNC Visa Check Card on the SPEND account (beginning 9/12/2011)

\$10 monthly service charge can be offset by:

- ▶ \$750 aggregate Direct Deposit (WorkPlace Customers only)
- ▶ \$1,500 combined in SPEND and RESERVE accounts
- ▶ \$10,000 in checking, savings money market and investments, loans, lines of credit and mortgage

Unlimited Check Writing

Free Account Access at approximately 6,600 PNC ATMs nationwide

Free Alerts (e-mail, telephone, text notifications)

To monitor Debit Card activity

To monitor deposits

To monitor changes to account

Free Virtual Wallet iPhone app

Unlimited Teller transactions

Free PNC Exclusive Checks or \$8 discount on other designs

Free Identity Theft Reimbursement Insurance up to \$5,000

PNC Bank reserves the right to make future adjustments to the terms and features of the Accounts in connection with the Banking Services offered under the Agreement. Notwithstanding PNC Bank's right to make such adjustments, PNC Bank agrees to use commercially reasonable efforts to retain the competitiveness of its Banking Services and shall make a reasonable effort to notify the University in writing thirty (30) business days prior to effecting any changes which eliminate any of the features described above or represent an increase in fees or imposition of new charges.

EXHIBIT B

2013 AMENDED AND RESTATED ATM PROGRAM MASTER LICENSE AGREEMENT

THIS 2013 AMENDED AND RESTATED ATM PROGRAM MASTER LICENSE AGREEMENT ("2013 ATM Agreement") is entered into as of the 1st day of January, 2013 by and between the University of Pittsburgh – Of the Commonwealth System of Higher Education, a state-related educational institution, organized under the laws of the Commonwealth of Pennsylvania, with its principal office at 4200 Fifth Avenue, Pittsburgh, Pennsylvania 15260 ("University"), and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank"). This 2013 ATM Agreement is an exhibit to and an integral part of that certain 2013 Amended and Restated University Banking Services Agreement of even date herewith between University and PNC Bank (the "2013 Banking Services Agreement"). Capitalized terms used in this 2013 ATM Agreement and not otherwise defined herein shall have the meaning given them in the 2013 Banking Services Agreement.

WHEREAS, University and PNC Bank are entering into the 2013 Banking Services Agreement which Banking Services includes ATMs;

WHEREAS, the parties have previously entered into an ATM Program Master License Agreement effective May 1, 2011 governing ATMs (the "2011 ATM Agreement");

WHEREAS, the parties agree that the effective date of this 2013 ATM Agreement is January 1, 2013 (the "Effective Date");

WHEREAS, the parties have agreed that the terms of this 2013 ATM Agreement shall supersede in its entirety the terms of the 2011 ATM Agreement, which will no longer be in force upon the execution hereof except as specifically provided herein.

WHEREAS, the parties agree that the ATMs shall be subject to the terms of the 2013 Banking Services Agreement, this 2013 ATM Agreement and the specific Licenses (as defined below), which shall supersede and nullify any and all prior ATM agreements between the parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree 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 2013 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. Each such License shall, in addition to its special provisions, incorporate by reference all of the terms, conditions, covenants and

provisions of this 2013 ATM Agreement and the 2013 Banking Services Agreement, as applicable.

2. GRANT OF LICENSE

University hereby grants to PNC Bank the right, upon the terms and conditions hereinafter set forth, to install, maintain, service, repair, replace, operate and remove 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 removed or relocated only upon the mutual agreement of the parties, and in accordance with the provisions of Section 8 below.

4. ATMs

Each of the ATMs installed shall perform cash withdrawals, transfers and balance inquiries. In certain locations, the ATMs shall also be equipped to accept deposits. The ATMs will have the ability to be upgraded to provide additional capabilities as the parties may mutually agree from time to time, including, without limiting the foregoing, the ability to display screen graphics approved by University. PNC Bank shall have the right, with the University's approval, not to be unreasonably withheld, to substitute a different make, model or type of ATM from time to time.

5. INSTALLATIONS

(a) PNC Bank shall, using its own independent contractors, at its own expense, except as otherwise agreed, install at the Locations in accordance with the agreed upon plans (the "Plans"):

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

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

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

(b) PNC Bank shall submit its Plans (including plans for the proposed design and location of signs) for the related Equipment and Installations to University, prior to the commencement of the installation thereof (the "Work"), for University's review and approval. In order to facilitate development of the engineering drawings (or a reasonable facsimile or prototype thereof) necessary for the Installation of the ATMs at the Locations, University shall review the Plans, and shall be deemed to have approved the Plans if its written disapproval is not

delivered to PNC Bank on or before the thirtieth (30th) day following PNC Bank's submission thereof to University. PNC Bank shall diligently proceed to complete the Work in accordance with the Plans.

(c) 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 reasonable 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 Effective Date of this 2013 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, as required by local ordinances and practice, in making permit applications;

(iv) PNC Bank will indemnify and save University, its successors, assigns, trustees, officers, employees and agents harmless from and against all liability, loss, cost and expense arising in connection with the Installation; and

(v) Upon termination or expiration of this 2013 ATM Agreement, PNC Bank shall within thirty (30) days of such termination or expiration 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 Equipment and Installations, provided that PNC Bank shall cap all pipes and conduits and restore any damage to the Locations caused by such removal.

(d) Signs may be installed only upon the mutual agreement of the parties. PNC Bank shall pay the costs of the signs and costs of the installation, maintenance and removal of the signs.

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 reasonable 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 reasonably 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 2013 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 reasonable 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 and shall keep the ATMs and related Equipment and Installations in a safe and operable condition. PNC Bank shall promptly repair to the reasonable specifications of the University any damage that PNC Bank or its employees or agents may cause to the University's premises or equipment; and on PNC Bank's failure to do so, the University may repair such damage and PNC Bank shall reimburse the University promptly for the cost of repair. PNC Bank agrees that upon becoming aware of any accident of any kind directly related to an ATM hereunder, PNC Bank will immediately notify the University's Office of Risk Management and thereafter furnish a full written report of such accident. University agrees that upon becoming aware of an accident of any kind directly related to an ATM hereunder, University will immediately notify PNC Bank.

University will:

- (a) pay for the electricity usage by the ATMs at its expense and install the necessary outlets and connections if required at its expense;
- (b) keep 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 2013 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 or in the 2013 Banking Services Agreement; and
- (d) maintain the Locations to allow for proper functioning of the ATMs.

8. REMOVAL AND RELOCATION

- (a) The ATMs, together with related Equipment and Installations, shall be:
 - (i) removed at the request of University and at the expense of PNC Bank upon breach hereof by PNC Bank and failure to cure in accordance with Section 16(a) of the 2013 Banking Services Agreement and termination of this 2013 ATM Agreement as a result of such breach. The ATMs, together with related Equipment and installations, may be relocated to such new Location as may be mutually agreed upon by the parties. The costs associated with any such relocation shall be negotiated between the parties.

(ii) moved temporarily for (i) renovation, construction or demolition projects, (ii) security reasons, and (iii) in the event of fire, casualty, riot or other emergency; provided that University uses reasonable efforts to promptly notify PNC Bank of such event. The security of the ATMs shall be in accordance with University's customary security standards used for its facilities generally. The costs associated with any such temporary move shall be negotiated between the parties.

9. 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; 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 the requirements of Section 15(a)(i) below; (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.

10. CERTAIN RIGHTS OF THE PARTIES

(a) PNC Bank reserves the right to impose a reasonable surcharge on users of its ATMs that are subject to this 2013 ATM Agreement. Any such surcharge shall be in an amount not to exceed the surcharge amount charged by PNC Bank for use of ATMs at its branches within Pittsburgh, Pennsylvania. PNC Bank agrees to use reasonable efforts to retain the competitiveness of its ATMs and shall make a reasonable effort to notify University in writing thirty (30) business days prior to effecting any change in the surcharge.

(b) PNC Bank reserves the exclusive right to determine whether any surcharge hereunder shall be imposed upon PNC Bank cardholders.

(c) In the event that University wishes to have additional ATM(s) installed on the Campus, University shall provide PNC Bank with information pertaining to the proposed Location of the additional ATM(s) (the "ATM Notice"), and PNC Bank shall have a right of first refusal ("ROFR") to deploy such ATM(s). PNC Bank shall advise University within ten (10)

Banking Days of receiving such ATM Notice whether PNC Bank shall exercise its ROFR and install such ATM(s). If PNC Bank fails to respond to the ATM Notice within the stated time period or declines to make such ATM deployment, then University may solicit another ATM provider for such ATM. The ROFR shall be applicable in every instance in which University seeks to install a new ATM in University Property on the Campus during the Term of the 2013 ATM Agreement except as follows: (i) ATM(s) or locations which are subject to existing ATM license agreements on the Campus ("Existing ATM(s)"), (ii) ATM(s) or locations which are part of a separately negotiated sponsorship or gift arrangement, or (iii) locations which are part of a separately negotiated property lease arrangement.

11. 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. PNC Bank will provide University with quarterly reports of the performance of the ATMs.

12. SECURITY

(a) University shall maintain security at the University Locations in accordance with the standards for security generally at University's facilities; however, by providing such security University shall not be deemed to have any responsibility for the ATMs beyond that which is specifically set forth herein. Except as otherwise provided herein, all costs and expenses incurred in connection with such security measures shall be borne by University.

(b) University shall notify PNC Bank of any damage to the Locations which adversely affects the operation or security of the ATMs, and University agrees to make at its expense such reasonable 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 12. The parties agree that in the event of the emergency circumstances enumerated in this subsection 12(c), University and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

13. 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. 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 in such amounts and in such form and content and by such insurance company reasonably acceptable to University.

Each party shall maintain, and shall require its independent contractors to maintain workers' 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.

14. TERM AND TERMINATION

This 2013 ATM Agreement shall commence on the Effective Date and shall continue until the 2013 Banking Services Agreement expires or is otherwise terminated.

15. GENERAL PROVISIONS

(a) ADA Compliance.

(i) PNC Bank - During the Term of this 2013 ATM Agreement, PNC Bank agrees to comply with all applicable federal, state or local laws and any regulations, guidelines or other implementing rules promulgated thereunder, including but not limited to the Americans with Disabilities Act of 1990, as may be amended from time to time ("ADA"), as applicable to the ATMs.

(ii) University - During the Term of this 2013 ATM Agreement, the University agrees to comply with all applicable federal, state or local laws and any regulations, guidelines or other implementing rules promulgated thereunder, including but not limited to the ADA, as applicable to the University's facilities where the ATMs are located.

(iii) In the event that either party believes that an ATM needs to be replaced or relocated, the University and PNC Bank agree to take all commercially reasonable steps to effectuate such replacement or relocation. The obligations of the parties in connection with any such replacement or relocation of an ATM shall be governed by the terms of Section 5 of this 2013 ATM Agreement. If the expense to replace or relocate an ATM is determined by either party to be cost prohibitive, the ATM shall be removed.

(b) Notices. All notices and Exhibits which either party may be required or desire to give to the other party under this 2013 ATM Agreement 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, then to: PNC Bank, National Association
Self Service Banking
1600 Market Street
M.S.: F2-F070-09A
Philadelphia, PA 19103
ATTN: James S. Walker
Telephone: (215) 585-5134

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

If to University, then to: Deborah Bon Pozycki, Director
University of Pittsburgh
Department of Property Management
127 North Bellefield Avenue
Pittsburgh, PA 15260
Telephone: (412) 624-8171
Facsimile: (412) 624-9988

With a copy to: University of Pittsburgh
Office of General Counsel
1710 Cathedral of Learning
Pittsburgh, PA 15260

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.

(c) Entire ATM Agreement. This 2013 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.

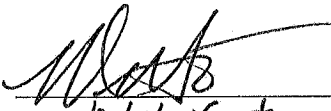
(d) Counterparts. This 2013 ATM Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original.

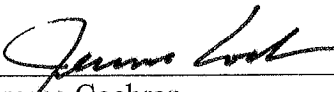
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IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this 2013 Amended and Restated ATM Program Master License Agreement on its behalf.

PNC BANK, NATIONAL ASSOCIATION

UNIVERSITY OF PITTSBURGH – OF
THE COMMONWEALTH SYSTEM OF
HIGHER EDUCATION

By: 
Name: Nicholas Costello
Title: Sr Vice Pres
Date: 2-19-2013

By: 
Name: Jerome Cochran
Title: Executive Vice Chancellor
Date: 2/26/13

SCHEDULE A

Prototype: Not To Be Completed by University

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

1. Location for Installation of an ATM:

2. University's Interest in Location:

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

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

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the 2013 Amended and Restated ATM Program Master License Agreement effective January 1, 2013 between PNC Bank and University.

University: _____

PNC Bank: _____

Date: _____

SCHEDULE A-1

LICENSE AGREEMENT

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

1. Locations for Installation of twelve (12) ATMs:

- (1) Litchfield #1 (Tower C Lobby)
Litchfield Towers Lobby
Pittsburgh, PA 15213
- (2) Litchfield #2 (Entrance to Tower B)
Litchfield Towers Lobby
Pittsburgh, PA 15213
- (3) Cathedral of Learning
Ground Floor
4200 Fifth Avenue
Pittsburgh, PA 15260
- (4) Petersen Center #1 (Food Court)
3719 Terrace Street
Pittsburgh, PA 15261
- (5) Petersen Center #2 (Upper Concourse)
3719 Terrace Street
Pittsburgh, PA 15261
- (6) Sutherland Hall
3725 Sutherland
Pittsburgh, PA 15213
- (7) University of Pittsburgh
Greensburg Campus
1150 Mt. Pleasant Road
Greensburg, PA 15601
- (8) 3412 Forbes Avenue
Pittsburgh, PA 15260
Front of Police Station (through the wall)

- (9) Biomedical Science Tower
(Right Wall of Lobby near Front Doors)
200 Lothrop Street
Pittsburgh, PA 15213
- (10) Benedum Hall
Main Entrance, left wall near library and rest rooms
3700 O'Hara Street
Pittsburgh, PA 15213
- (11) Lothrop Hall
190 Lothrop Street
Pittsburgh, PA 15213
- (12) University of Pittsburgh
Bradford Campus
Student Laundry Building adjacent to Campus Police Building
300 Campus Drive
Bradford, PA 16701

- 2. University's Interest in Locations: Owner
- 3. Identity of owner(s) of record of the Locations: University of Pittsburgh
- 4. Identity of holders of all mortgage liens on or security interests in the Locations and/or fixtures, machinery and Equipment installed therein: None
- 5. Other: None

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the 2013 Amended and Restated ATM Program Master License Agreement effective January 1, 2013 between PNC Bank and University.



University: 
PNC Bank: 
Date: 2-19-2013

EXHIBIT C

2013 AMENDED AND RESTATED WEB LINKING AGREEMENT

THIS 2013 AMENDED AND RESTATED WEB LINKING AGREEMENT (“2013 Web Linking Agreement”) is entered into as of January 1, 2013, by and between the University of Pittsburgh – Of the Commonwealth System of Higher Education, a state-related educational institution, organized under the laws of the Commonwealth of Pennsylvania, with its principal office at 4200 Fifth Avenue, Pittsburgh, Pennsylvania 15260 (the “University”), and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 (“PNC Bank”). This 2013 Web Linking Agreement is an exhibit to and an integral part of that certain 2013 Amended and Restated University Banking Services Agreement of even date herewith between University and PNC Bank (the “2013 Banking Services Agreement”). Capitalized terms used in this 2013 Web Linking Agreement and not otherwise defined herein shall have the meaning given them in the 2013 Banking Services Agreement.

WHEREAS, PNC Bank maintains and operates a presence on the world wide web 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 presence on the world wide web in which information regarding University’s nonprofit educational and research opportunities are provided to the general public (“University Website”);

WHEREAS, the parties desire to provide a link between the PNC Bank Website and the University Website via a Hyperlink (as defined below) in connection with the Program for the convenience of the University’s students, faculty, staff and graduating students;

WHEREAS, the parties have previously entered into a Web Linking Agreement effective May 1, 2011, governing the web site link between the parties (the “2011 Web Linking Agreement”); and

WHEREAS, the parties have agreed that the terms of this 2013 Web Linking Agreement shall supersede in its entirety the terms of the 2011 Web Linking Agreement, which will no longer be in force upon the execution hereof except as specifically provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

- (a) “Effective Date” means January 1, 2013.

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

(c) "Weblinking" or "Weblinks" means the ability to Hyperlink between two Websites.

(d) "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.

(e) "Website" means one or more Webpages that may originate at one or more webserver computers.

2. TERM AND TERMINATION

This 2013 Web Linking Agreement shall commence on the Effective Date and shall continue until the 2013 Banking Services Agreement expires or is otherwise terminated. In addition, this 2013 Web Linking Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The parties agree that upon receipt of written notice of termination from the other party, both parties will immediately remove any and all Weblinks from each of their Websites to the other party's Website. In addition, either party may terminate this 2013 Web Linking 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 name, marks and logo ("PNC Bank Marks"), as set forth on the attached Schedule A, for the sole and limited purpose of providing a Hyperlink between PNC Bank Website and University Website. University agrees that it will comply with all of the requirements and restrictions set forth on the attached Schedule A, which is incorporated herein by this reference.

(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 the attached Schedule B, which is incorporated herein by this reference.

4. WARRANTIES

(a) University represents and warrants that it is the owner or has all necessary rights to license the 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.

5. **GENERAL PROVISIONS**

(a) 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 PNC Bank, then to: PNC Bank, National Association
One PNC Bank Plaza
249 Fifth Avenue, 20th floor
Pittsburgh, Pennsylvania 15222
ATTN: Manager, Channel Product Management

With a copy to: The PNC Bank Financial Services Group, Inc.
Chief Counsel, Technology
Legal Department
249 Fifth Avenue, P1-POPP-21-1
Pittsburgh, Pennsylvania 15222

If to University, then to: University of Pittsburgh
ATTN: Eli Shorak, Associate Vice Chancellor for Business
124 Cathedral of Learning
Pittsburgh, PA 15260

With a copy to: University of Pittsburgh
Office of General Counsel
1710 Cathedral of Learning
Pittsburgh, PA 15260

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.

(b) Entire Web Linking Agreement. This 2013 Web Linking 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.

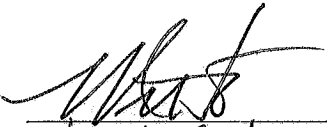
(c) Counterparts. This 2013 Web Linking Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original.

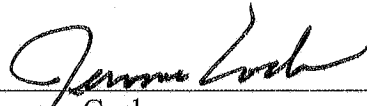
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IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this 2013 Amended and Restated Web Linking Agreement on its behalf.

PNC BANK, NATIONAL ASSOCIATION

UNIVERSITY OF PITTSBURGH – OF
THE COMMONWEALTH SYSTEM OF
HIGHER EDUCATION

By: 
Name: Nickolas Cende
Title: Se Via President
Date: 2-19-2013

By: 
Name: Jerome Cochran
Title: Executive Vice Chancellor
Date: 2/26/13

SCHEDULE A
PNC BANK MARKS

1. The PNC Marks that are licensed under the terms of this 2013 Web Linking Agreement are:



® (Powerlink Logo)

PNC Bank

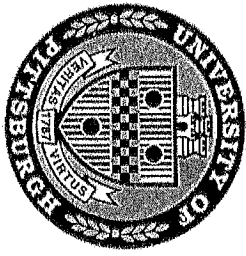
PNC Advisors

2. University agrees to use the PNC Marks in accordance with the standards set forth below:
- a. not abbreviate the name to “PNC”
 - b. When using the PNC Bank name in text as it is here, always present it as two words and display the word “Bank” in upper and lower case
 - c. Use original reproduction artwork, never create your own PNC Bank logo, or alter the original in any way
 - d. The PNC Bank logo may ONLY be printed in black or in our corporate color PMS 287
 - e. The PNC Bank logo may be reversed out of a dark color to white

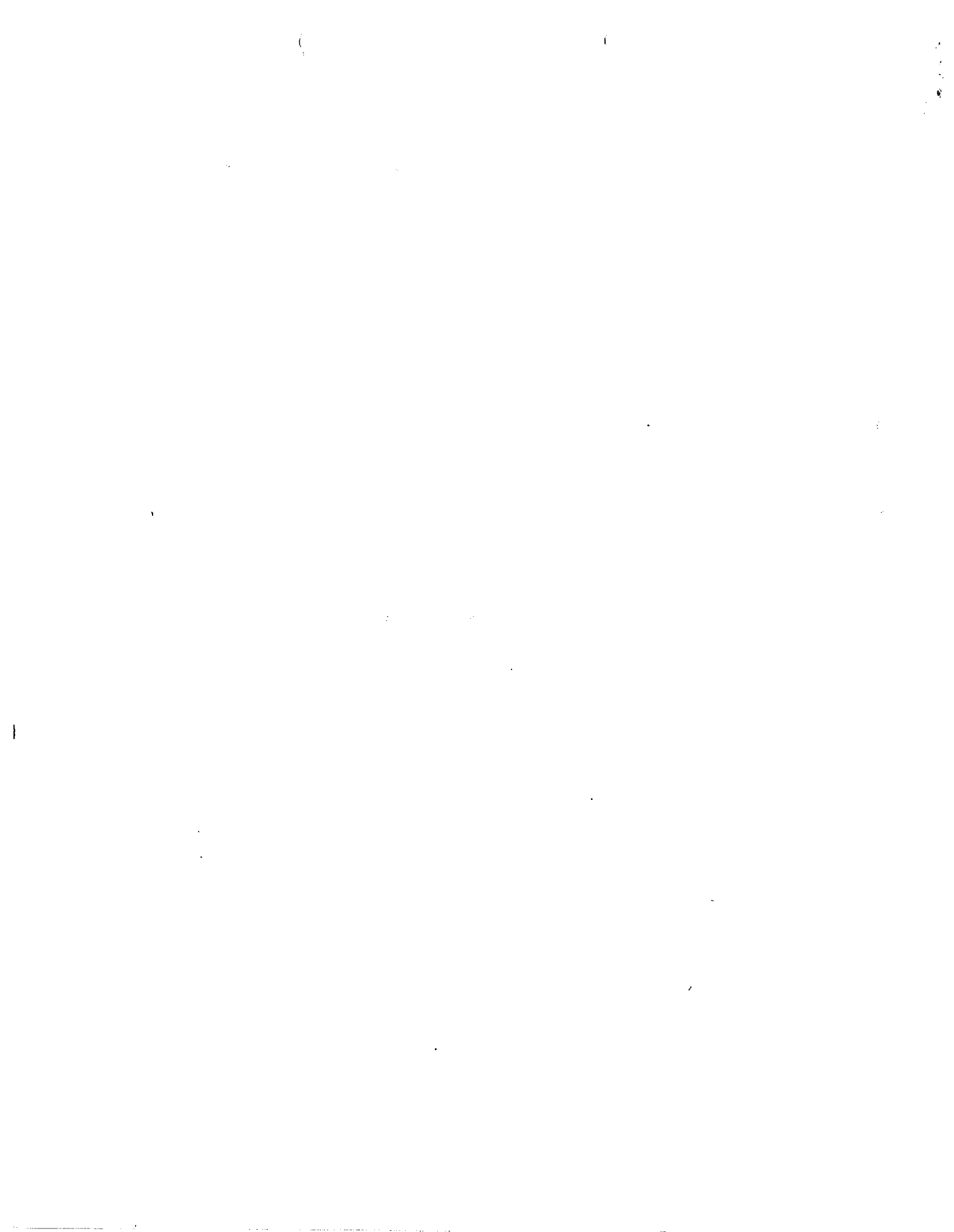
PNC Bank shall pre-approve all uses of the PNC Marks.

SCHEDULE B
UNIVERSITY MARKS

The University Marks that are licensed under the terms of this 2013 Web Linking Agreement are attached hereto. The University shall pre-approve all uses of the University Marks.



University of Pittsburgh



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

THIS FIRST AMENDMENT to the Amended and Restated University Banking Services Agreement (the "First Amendment") is made and entered into this 14~~th~~ day of June, 2016, (the "First Amendment Effective Date"), by and between the University of Pittsburgh – of the Commonwealth System of Higher Education, (the "University"), a state-related educational institution with its principal office located at 4200 Fifth Avenue, Pittsburgh, PA 15260 and PNC Bank, National Association, a national banking association with its principal office located at 300 Fifth Avenue, Pittsburgh, PA 15222, ("PNC Bank"). This First Amendment amends the Agreement (as defined below) in accordance with the terms set forth herein and together, the First Amendment and the Agreement constitute a single revised agreement. All capitalized terms used in this First Amendment shall have the meaning given to them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, the University and PNC Bank entered into an Amended and Restated University Banking Services Agreement dated January 1, 2013, (the "Agreement");

WHEREAS, the Department of Education published its Program Integrity and Improvement regulations on October 30, 2015, which amended 34 C.F.R. §668 (the "DoE Regulation") and materially changed the applicable law with which the University must comply;

WHEREAS, the University and PNC Bank mutually intend to continue performing under the Agreement; and

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

NOW therefore, in consideration of the mutual covenants and agreements of the parties herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

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

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

PNC Bank, National Association
("PNC Bank")

By: 
Nickolas Certo

Title: Senior Vice President

Date: 6/14/2016

**University of Pittsburgh – of the
Commonwealth System of Higher Education**
("University")

By: 
Gregory Scott

Title: Senior Vice Chancellor
for Business and Operations

Date: 7/6/16

EXHIBIT C

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), is entered into this 14th day of June, 2016, by and between the University of Pittsburgh – of the Commonwealth System of Higher Education, a state-related educational institution (the "University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This CM Agreement is an exhibit to and an integral part of the Amended and Restated University Banking Services Agreement dated January 1, 2013 between the University and PNC Bank (the "Agreement"). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given to them in the Agreement.

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

WHEREAS, the University has to comply with the DoE Regulation (as defined below) requirements for Tier Two Arrangements.

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

1. Definitions

- (a) "Award Year" shall mean each year during the Term of the Agreement in which the University is entitled to receive compensation as defined under the Agreement, (e.g., royalties, rent, etc).
- (b) "Customer Complaint" shall mean when a PNC Bank customer, prospective customer or other user of PNC Bank's products or services who is also a full or part time student of the University, expresses dissatisfaction with PNC Bank's products, services and/or business practices within the scope of the engagement between PNC Bank and the University, regardless of whether such dissatisfaction is expressed verbally, in writing or by electronic or other means.
- (c) "DoE Regulation" shall mean the Department of Education's Program Integrity and Improvement regulations published on October 30, 2015, as amended from time to time, amending 34 C.F.R. §668.
- (d) "Effective Date" shall mean July 1, 2016.
- (e) "Financial Account" shall mean a student's or parent's checking or savings account, prepaid card account, or other consumer asset account held directly or indirectly by PNC Bank.
- (f) "PNC Financial Account" shall mean any Financial Account offered by PNC Bank under the Agreement, (which does not include credit cards).
- (g) "Review" shall mean a due diligence review conducted by the University into the rates charged by PNC Bank to PNC Financial Account holders as part of the University's compliance with the DoE Regulation.

- (h) "Tier Two Arrangement" shall mean that an institution of higher education located in a state has a contract with a financial institution, or entity that offers financial accounts through a financial institution, under which financial accounts are offered and marketed directly to students enrolled at the institution.

2. University DoE Regulation Compliance

- (a) The University represents and warrants that it will use its best efforts to comply and to remain in compliance with the DoE Regulation during the term of the Agreement.
- (b) The University agrees to comply with the procedures in Section 4 of this CM Agreement in its publication of (i) any list of the major features and fees commonly assessed with, and the terms and conditions of, the PNC Financial Account (the "PNC List"); (ii) the Agreement; (iii) certain information, which may include direct or indirect compensation, regarding the most recently completed Award Year under the terms of the Agreement; and (iv) certain information regarding the number of students who had PNC Financial Accounts, as well as the amount of fees incurred at any time during the most recently completed Award Year by students who had PNC Financial Accounts as a result of the Agreement ("PNC Financial Account Data").
- (c) The University agrees to provide PNC Bank within fifteen (15) working days or as reasonable as possible thereafter from the date of completion, the results of any Review.
- (d) In the event that the University has a direct relationship with or direct contact with PNC's customers during the term of this CM Agreement and the University receives a Customer Complaint that becomes public knowledge (e.g., media) and raises questions related to PNC Bank's compliance with applicable law, the University agrees to promptly notify PNC Bank and deliver to PNC Bank, unless otherwise prohibited by law, a written summary or copy of such Customer Complaint along with associated correspondence and information.

3. PNC Bank DoE Regulation Compliance Cooperation

- (a) Upon request from the University, PNC Bank agrees to provide such information to the University as PNC Bank (i) retains in the ordinary course of business and (ii) has not otherwise previously made available to the University, for the University to use in complying with the DoE Regulation, including (i) the PNC List; (ii) certain information, which may include direct or indirect compensation, regarding the most recently completed Award Year under the terms of the Agreement; and (iii) the PNC Financial Account Data..
- (b) PNC Bank agrees to not unreasonably withhold its consent for publication by the University pursuant to requirements of the DoE Regulation, of (i) the PNC List; (ii) the Agreement (iii) certain information, which may include direct or indirect compensation, regarding the most recently completed Award Year under the terms of the Agreement; and (iv) the PNC Financial Account Data. .
- (c) When requested by the University, PNC Bank agrees to provide and update, if needed, the PNC List.

4. DoE Compliance Information Procedures

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

- (a) Unless otherwise required by law, the University agrees not to disclose any DoE Compliance Information which references PNC Bank, its products or services without the prior written approval of PNC Bank, which approval shall not be unreasonably withheld.
- (b) PNC Bank agrees to provide the University all reasonably requested information that is requested under this CM Agreement and maintained by PNC Bank in the ordinary course of business, to assist the University in its compliance with the DoE Regulation.
- (c) PNC Bank reserves the right to revise the DoE Compliance Information as deemed necessary to ensure the accuracy of any information that is provided by the University, regarding PNC Bank, the PNC Financial Account, and any other information related thereto.

5. Additional Termination Procedures

- (a) The University has the right to terminate the Agreement in accordance with the procedures in this Section 5 if the findings of any Review disclose that the PNC Financial Account fees are not considered as a whole, consistent with or below prevailing market rates.
- (b) The University has the right to terminate the Agreement in accordance with the procedures in this Section 5 based on the receipt of Customer Complaints.
- (c) Unless immediate termination of the Agreement is required by law or the parties otherwise mutually agree in writing, the University agrees that, prior to terminating the Agreement under Section 5(a) or Section 5(b) (collectively or individually, a "DoE Cause for Termination"), it shall enter into a sixty (60) day discussion period with PNC Bank (the "Discussion Period"). During said Discussion Period the parties shall review the findings of the DoE Cause for Termination to determine if such findings are inaccurate, non-conclusive, or if corrective action is necessary by PNC Bank for those items deemed unsatisfactory by the Review or the result of Customer Complaints.
 - (1) if the parties mutually agree that the findings are inaccurate or non-conclusive, the Agreement shall remain in full force and effect;
 - (2) if the parties determine corrective action is required, they will negotiate in good faith to establish a commercially reasonable plan and timeline to address those items considered unsatisfactory in the Review or results from Customer Complaints (the "Plan"). PNC Bank shall immediately begin implementation of the Plan and will complete it within a mutually agreed upon period of time from the date upon which the parties mutually agree to the Plan in writing, (the "Plan Implementation Period").

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

**UNIVERSITY OF PITTSBURGH –
OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION**

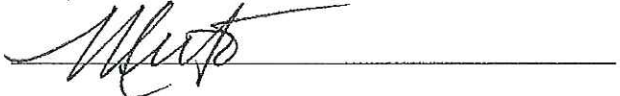
By: 

Name: Gregory Scott

Title: Senior Vice Chancellor for Business and Operations

Date: 7/6/16

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Nickolas Certo

Title: Senior Vice President, University Banking

Date: 6/14/2016

(3) If the parties cannot agree to a Plan, then the University may terminate the Agreement upon ninety (90) days written notice to PNC Bank. This shall not be deemed a condition of default by PNC Bank under the Agreement.

6. Material Change to the DoE Regulations

The parties mutually agree that if the DoE Regulations are materially revised, amended, removed or otherwise changed, that Section 16(c) of the Agreement would apply, including providing a right of termination and a requirement that the parties work together in good faith to negotiate mutually agreeable changes to the Agreement and this CM Agreement.

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SIGNATURE PAGE TO FOLLOW]**

**SECOND AMENDMENT TO THE
2013 AMENDED AND RESTATED
UNIVERSITY BANKING SERVICES AGREEMENT**

THIS SECOND AMENDMENT to the 2013 Amended and Restated University Banking Services Agreement (the "Second Amendment") is made and entered into this 1st day of January, 2019, (the "Second Amendment Effective Date"), by and between the University of Pittsburgh – Of the Commonwealth System of Higher Education ("University") and PNC Bank, National Association, a national banking association with its principal office located at 300 Fifth Avenue, Pittsburgh, PA 15222, ("PNC Bank"). This Second Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendment and the Agreement constitute a single revised Agreement. All capitalized terms used in this Second Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into an Amended and Restated University Banking Services Agreement dated January 1, 2013, amended by a First Amendment dated June 14, 2016 (the "Agreement"); and

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

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

1. Section 2(b) of the Agreement ("TERM") is hereby deleted, and replaced in its entirety by the following:

"Unless this Agreement is otherwise terminated by either party as provided herein, this Agreement shall renew for one (1) three-year period, expiring December 31, 2022 (the "Renewal Term"). During the Renewal Term, the University may terminate the Agreement upon ninety (90) days prior written notice."

2. Section 3(b) of the Agreement ("PRICING, PAYMENT TERMS") is hereby deleted, and replaced in its entirety by the following:

"In consideration for licenses granted hereunder relating to the use of the University's Proprietary Intellectual Property in connection with the Program, PNC Bank shall pay to the University an annual payment each year during the Term of this Agreement (the "Annual Royalty Payment"), in accordance with the following schedule:

<u>Year of Term</u>	<u>Annual Royalty Payment Due Date</u>	<u>Annual Royalty Payment Amount</u>
January 1, 2013 - December 31, 2013	February 1, 2014	\$300,000
January 1, 2014 - December 31, 2014	February 1, 2015	\$300,000
January 1, 2015 - December 31, 2015	February 1, 2016	\$300,000
January 1, 2016 - December 31, 2016	February 1, 2017	\$300,000
January 1, 2017 - December 31, 2017	February 1, 2018	\$300,000
January 1, 2018 - December 31, 2018	February 1, 2019	\$300,000
January 1, 2019 - December 31, 2019	February 1, 2020	\$500,000
January 1, 2020 - December 31, 2020	February 1, 2021	\$500,000
January 1, 2021 - December 31, 2021	February 1, 2022	\$500,000
January 1, 2022 - December 31, 2022	February 1, 2023	\$500,000

3. Section 3(c) of the Agreement shall be deleted in its entirety, and replaced with the following:
 “PNC Bank shall forward Annual Royalty Payments owing hereunder by ACH transfer, sent to the account designated in writing by the university, by check to the address designated by the University, or delivered by hand.”

4. Section 3(h) of the Agreement shall be deleted in its entirety, and replaced with the following:
 “Notwithstanding the provisions in subsections (d) - (g) above, in no event shall the Annual Royalty Payment be less than Two Hundred Forty Thousand Dollars (\$240,000) for years 2013 through 2018 nor less than Four Hundred Forty Thousand Dollars (\$440,000) for years 2019 through 2022.

5. Section 3 of the Agreement (“PRICING, PAYMENT TERMS”) shall be amended by adding a new subsection (i), as follows:

“(i) For each partial or total calendar year after the effective date of the New Law (as defined in Section 16(c)), but prior to the termination of the Agreement, PNC shall be excused from making to the University, any Annual Royalty Payment under the Agreement, if the making of such payment is illegal or otherwise prohibited by any such New Law.”

6. Section 3 of the Agreement (“PRICING, PAYMENT TERMS”) shall be amended by adding a new subsection (j), as follows:

“(j) If the Agreement is terminated, a final Annual Royalty Payment shall be made to the University within sixty (60) days of the termination, calculated as the applicable Annual Royalty Payment target multiplied by the sum of expected volume percentages for the months elapsed in the year of termination as shown in the following table:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7%	4%	4%	4%	6%	16%	13%	29%	7%	4%	3%	3%

Example: the Annual Royalties Payment when the Agreement is terminated in May would be calculated as the Annual Royalty Payment target multiplied by the sum of percentages from January to May.”

7. Section 3 of the Agreement (“PRICING, PAYMENT TERMS”) shall be amended by adding a new subsection (j), as follows:

“Upon execution of this Second Amendment, PNC Bank shall pay to University \$50,000 in support of the development and operation of a financial wellness program for University students. Thereafter, in February of each year of the Renewal Term, PNC Bank shall pay \$50,000 for the continued support of the financial wellness program.”

8. Section 6(b) of the Agreement, “Students” subsection, is hereby amended by replacing the last bullet point item (“On-campus financial seminars”) with the following:

“Access to financial workshops designed to educate students on their first checking account and good credit habits.”

9. Section 6(b) of the Agreement, "Faculty/Staff" subsection, is hereby amended by replacing the third bullet point item ("On-campus financial seminars") with the following:
- "Access to financial workshops through WorkPlace Banking designed to educate faculty and staff on credit, home buying and other relevant topics."
10. Section 16(c) of the Agreement is hereby deleted, and replaced in its entirety by the following:
- "(c) Notwithstanding anything to the contrary contained in this Agreement:
- (i) if any applicable law, statute, operating rule or regulation is enacted (the "New Law"), and
- (ii) the New Law makes continued performance of this Agreement by either party impossible, impracticable or unduly burdensome, then
- (iii) either party may 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, if the parties are unable to come to agreement then the Agreement will be terminated."
11. Exhibit C ("DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT") contained in the First Amendment dated June 14, 2016 shall be known as Exhibit D ("Exhibit D").
12. Section 1(f) of Exhibit D ("DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT") is hereby deleted, and replaced in its entirety by the following:
- "PNC Financial Account" shall mean any Virtual Wallet Account offered by PNC Bank under the Agreement (which does not include credit cards).
13. Section 3(a) ("PNC BANK DOE REGULATION COMPLIANCE COOPERATION") of Exhibit D is hereby deleted, and replaced in its entirety by the following:
- "(a) Upon reasonable request from the University, PNC Bank agrees to provide such information to the University as PNC Bank (i) retains in the ordinary course of business and (ii) has not otherwise previously made available to the University, for the University to use in complying with the DoE Regulation, including (i) the PNC List; (ii) all direct or indirect compensation regarding the most recently completed Award Year under the terms of the Agreement; (iii) the total number of Virtual Wallet Student Accounts opened during the most recent past two Award years and remaining open during the most recently completed Award Year; and (iv) the mean and median costs incurred by Virtual Wallet Student Account holders in the most recent year ending June 30., and if available, the University's rank (as compared to Department of Education reporting schools, T1 schools, T2 schools and PNC alliance schools). To the extent PNC Bank provides information from schools with which PNC Bank does not have an arrangement, PNC Bank makes no representation or warranty as to the accuracy of

such information, and in no event shall University hold PNC Bank liable for any error in, conclusion which may be drawn, or damages arising from, such information.”

14. Section 3(c) of Exhibit D is hereby deleted, and replaced in its entirety by the following:

“(c) When requested by the University, PNC Bank agrees to provide the PNC List. As of the Second Amendment Effective Date, there is only one Virtual Wallet Student pricing across all PNC Bank markets. In the event of any change to the PNC List or if Virtual Wallet Student pricing is no longer uniform across all PNC Bank markets, PNC Bank shall give prompt notice of the change to the University and provide an updated PNC List and/or a disclosure of Virtual Wallet Student pricing changes across all PNC Bank markets to the University promptly but in no event later than thirty (30) days following the date of such change.”

15. Section 3 of Exhibit D shall be amended by adding a new subsection (e), as follows:

“(e) To the extent that such prior notice does not conflict with PNC Bank’s obligations or prohibitions under federal or state law, PNC Bank will make a good faith effort to notify the University as soon as practicable of a change to the terms of PNC Financial Account that results in the addition of any of the following fees: (a) an account opening fee; (b) a fee to use PNC ATMs; or (c) a fee to activate any card, code, or other means of access to the PNC Financial Account, or any combination thereof, that may be used by a student to initiate electronic fund transfers (“Access Device”). In any event, PNC Bank will notify the University no less than thirty (30) days from the effective date of a change to any terms of the PNC Financial Account. In the event of any change in fees that would cause the University to be in violation of the DoE Regulation, the University shall have the right to terminate the Agreement upon ninety (90) days’ notice to PNC Bank.”

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

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

PNC Bank, National Association
("PNC Bank")

By: 
Nickolas Certo

Title: Senior Vice President

Date: 5-24-19

University of Pittsburgh
- Of the Commonwealth System of Higher
Education
("University")

By: 
Paul Lawrence

Title: Treasurer

Date: 5/23/2019

THIRD AMENDMENT TO THE
2013 AMENDED AND RESTATED
UNIVERSITY BANKING SERVICES AGREEMENT

THIS THIRD AMENDMENT to the 2013 Amended and Restated University Banking Services Agreement (the “Third Amendment”) is made and entered into this 16 day of August, 2022, (the “Third Amendment Effective Date”), by and between the University of Pittsburgh – Of the Commonwealth System of Higher Education (“University”) and PNC Bank, National Association, a national banking association with its principal office located at 300 Fifth Avenue, Pittsburgh, PA 15222, (“PNC Bank”). This Third Amendment amends the Agreement in accordance with the terms set forth herein and together, this Third Amendment and the Agreement constitute a single revised Agreement. All capitalized terms used in this Third Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into an Amended and Restated University Banking Services Agreement dated January 1, 2013, amended by a First Amendment dated June 14, 2016 and a Second Amendment dated January 1, 2019 (the “Agreement”); and

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

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

1. Section 2(b) of the Agreement (“TERM”) is hereby deleted and replaced in the entirety by the following:

“Unless this Agreement is otherwise terminated by either party as provided herein, this Agreement expires on December 31, 2023, and may renew for one (1) one-year period, upon mutual agreement of the parties and 90 days prior written notice. (the “Renewal Term”). The University may terminate this Agreement at any time upon ninety (90) days prior written notice.”

2. Section 3(b) of the Agreement (“PRICING, PAYMENT TERMS) is hereby amended, by adding to the end thereof, the following:

<u>Year of Term</u>	<u>Annual Royalty Payment Due Date</u>	<u>Annual Royalty Payment Amount</u>
January 1 – December 31, 2023	February 1, 2024	\$450,000
January 1 – December 31 for each one-year period of the Renewal Term	February 1st of the year immediately following a one-year period of the Renewal Term	\$450,000

3. Section 3(h) of the Agreement (“PRICING, PAYMENT TERMS) is hereby amended, by adding to the end thereof, the following:

"Notwithstanding the provisions in subsections (d) - (g) above, and except as otherwise provided in subsection (j) below (relating to early termination), in no event shall the Annual

Royalty Payment be less than Four Hundred Forty Thousand Dollars (\$440,000) for the year 2023 and any Renewal Term.”

4. Section 3(j) of the Agreement (“PRICING, PAYMENT TERMS”, relating to financial wellness) is hereby amended, by adding to the end thereof, the following:

“Such financial wellness payments shall not continue after 2022.”

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

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

PNC Bank, National Association
("PNC Bank")

University of Pittsburgh
- Of the Commonwealth System of Higher
Education
("University")

By: Matthew D. Evans
Matthew Evans

By: Paul Lawrence
Paul Lawrence

Title: Senior Vice President

Title: Treasurer

Date: 8/23/2022

Date: 08/16/22