

UNIVERSITY BANKING SERVICES AGREEMENT

THIS UNIVERSITY BANKING SERVICES AGREEMENT ("Agreement") is effective as of the 4th day of October 2011, ("Effective Date"), and entered into by and between Case Western Reserve University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 10900 Euclid Ave., Cleveland, Ohio 44106, ("University") and PNC Bank, National Association, a national banking association, organized under the laws of the United States and with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank").

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

1. DEFINITIONS

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

(a) "Account" shall mean any new University-affiliated graduate student, professional student, undergraduate 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 Walletsm Student, and free 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 50% of the equity of the entity.

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

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

(e) "Campus" For purposes of this Agreement, the terms "campus" or "on campus" shall only include the main campus area. Campus or "on campus" shall not include the areas at the intersection of Ford, Mayfield and Euclid which are commonly known as the Triangle or Uptown.

(f) "Financial Services" shall mean the following financial services to be offered by PNC Bank to Constituents hereunder: presenting financial seminars; offering debit card

functionality for any newly issued or reissued University ID Card to access Accounts; opening new Accounts; but shall in no event include solicitation of credit cards or student loans. The debit card functionality added to the new or reissued University ID Card shall include point-of-sale debit and ATM transactions. ATMs shall be provided pursuant to a separate Master License Agreement, Exhibit A, which is attached hereto and incorporated herein by this reference.

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

(h) "Mailing Lists" shall mean, a list of the University graduate, professional and undergraduate students, faculty and staff names and current physical and electronic mailing addresses. This list shall be used by the University to mail PNC Bank's Program material. The Mailing List shall not be provided to PNC Bank.

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

(j) "Program" shall mean the Financial Services offered by PNC Bank to Constituents hereunder.

(k) "Program Goals" shall mean the total number of new checking Accounts (regardless of any category) that PNC Bank seeks to open in a given time period of the Term.

(l) "Royalty" shall have the meaning given that term in Section 3(b).

(m) "Student-List" shall mean a list of physical addresses for new undergraduate students and incoming freshman students at the University and e-mail addresses for all other undergraduate students at the University. This list shall be used by the University to mail or email PNC Bank's Program material. The Student List shall not be provided to PNC Bank.

(n) "University ID Card" shall mean any new or reissued University ID card owned and issued by University after the Effective Date, or such other identification card issued by the University, even if the designation "CaseOneCard" is renamed at a later date.

(o) "University Marks" shall mean any designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks as set forth on Exhibit B attached hereto and incorporated herein by this reference.

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

2. TERM

This Agreement shall commence on the Effective Date and shall terminate on June 30, 2017, ("Initial Term"), unless sooner terminated as otherwise provided herein. Upon mutual agreement of the parties, this Agreement shall renew for one (1) additional five (5) year term (a "Renewal Term"), provided that the parties mutually establish new Program Goals and Royalty

Payments at least one-hundred and eighty (180) days in advance of the expiration of the Initial Term. For the avoidance of doubt, if the parties do not agree on new Program Goals and Royalty Payments in the time frame provided herein, then this Agreement shall terminate upon the expiration of the Initial Term. The Initial Term and the Renewal Term are referred to collectively herein as the "Term".

3. ROYALTY, PAYMENT TERMS

(a) Each June of the Term, beginning with June 2012, the parties shall conduct an annual review of the performance of the previous year of the Program, with Program Goals stated for new student accounts for each of the first five (5) years of the Term and Program Goals stated for faculty and staff accounts for each of the first five (5) years of the Term. In the event the parties agree to a Renewal Term, the program goals and royalty shall be negotiated by the parties in good faith.

Account numbers are based on a July-June academic year. Program Goals may be adjusted by mutual consent.

	July 2011- June 2012	July 2012 – June 2013	July 2013 – June 2014	July 2014 – June 2015	July 2015 – June 2016	July 2016 – June 2017
Student- New Checking Accounts	650	925	940	1,000	1,045	1,045
Faculty & Staff -New Checking Accounts	60	180	180	180	180	180
Program Goal Total	710	1,105	1,120	1,180	1,225	1,225

(b) In exchange for the consideration provided under this Agreement PNC Bank will pay to University an annual license fee ("Royalty") calculated in accordance with this paragraph or, if applicable, paragraph (d) below. In the event that University attains the Program Goal Total (regardless of whether or not student or faculty/staff goals are met) for a academic year as specified in paragraph (a) above, PNC Bank will pay to University the following Royalty:

<u>Year</u>	<u>Amount</u>
2011	\$40,000
2012	\$50,000
2013	\$60,000
2014	\$60,000
2015	\$70,000
2016	\$70,000

PNC Bank shall also pay University a one-time guaranteed signing bonus in the amount of One Hundred Thousand Dollars (\$100,000). The guaranteed signing bonus shall be paid not later than sixty (60) days after this Agreement is fully executed.

The maximum possible bonus and Royalty payments under this Agreement for the full five (5) year Term is:

TOTAL \$485,000

(c) Intentionally omitted.

(d) Notwithstanding paragraph (b), in the event that University does not attain the Program Goal Total for any academic year as specified in paragraph (a) above, PNC Bank will pay to University for any such academic year a minimum guaranteed Royalty equal to the greater of (i) an amount equal to the Royalty stated in paragraph (b) above for the applicable academic year multiplied by a fraction, the numerator of which is the number of new Accounts for the academic year and the denominator of which is the Program Goal Total for that academic year; or (ii) an amount equal to sixty-six percent (66%) of the Royalty stated in paragraph (b) for the applicable academic year.

(e) As of the Effective Date of this Agreement for any academic year in which the Program Goal Total is exceeded by five percent (5%) or more, the Royalty will be increased by ten percent (10%) for such academic year.

(f) Annual Royalties will be paid no later than the last day of August of the year following the academic year to which the payment relates.

Year	Due Date
2011	August 2012 for 2011
2012	August 2013 for 2012
2013	August 2014 for 2013
2014	August 2015 for 2014
2015	August 2016 for 2015
2016	August 2017 for 2016

(g) The University's failure to meet the goals for each category delineated above, shall not adversely affect its ability to receive payments as set forth in this Section 3.

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

4. PRODUCTS AND SERVICES

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

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

5. PNC BANK'S EMPLOYEES

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

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

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

(d) When on or about the property of University, PNC Bank agrees that its employees, contractors and agents shall observe such posted rules and any reasonable rules and regulations as University shall reasonably prescribe from time to time. A violation of a nonposted rule or regulation shall not be considered to be a breach of this contract unless PNC Bank has received advanced notice of the rule, in writing. If University becomes aware of any rule or regulation that is being violated by PNC Bank or any contractor retained by PNC Bank, University will advise PNC Bank of the rule or regulation being violated.

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

6. COMMITMENTS OF UNIVERSITY

University shall, during the Term of this Agreement:

(a) Support the Program as follows:

(i) Promote the availability of the Program to its students, faculty and staff as mutually agreed with PNC Bank and University including publicizing PNC Bank's status as a Preferred Provider;

(ii) Permit PNC Bank the right to market the Program as a Preferred Provider, to Constituents;

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

(iv) Designate PNC Bank as the only entity permitted to link the University ID Card to deposit accounts for new or reissued University ID Cards after the Effective Date. PNC Bank expressly acknowledges that another financial institution previously linked the University ID Card to its institution and that such link may remain active on any University ID Card that was issued prior to the Effective Date;

(v) As may be required for PNC Bank to fulfill its commitments hereunder, permit PNC Bank to work with University's vendors upon preapproval, in each instance, from the University in its reasonable discretion; and

(vi) Allow PNC Bank physical access on campus at reasonable times and where such access will not interfere with any University matter, as determined in the University's sole discretion, and upon payment of any applicable fees, permit allow PNC Bank's presence at campus events necessary for PNC Bank to exercise the marketing rights enumerated herein.

(b) Effective January 1, 2012 University shall not charge PNC Bank any fees for any activities involving Student Orientation.

(c) Effective January 1, 2012, University will give PNC Bank preferred placement at undergraduate Student Orientation events, which includes Welcome Week and Student Move-in activities.

(d) Make available the following marketing rights for the Program:

Students:

- Distribute mutually agreed upon materials to those on the Student List annually.
- Upon payment of any fees, if applicable, permitting on-campus tabling by PNC Bank at University events such as, student fairs, etc., for which PNC Bank has obtained preapproval, in each instance, from the University.

- Permitting direct mailings and e-mailings by the University, at PNC Bank expense, to the University or home addresses of incoming students, (all first year/freshman and new transfer students admitted to the University).
- Permitting notices of PNC Bank events for students in the Daily or other electronic format on a semi-annual basis, upon preapproval by University.
- Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank with preapproval, in each instance, from the University.
- Permitting the distribution by PNC Bank of Program communications (which Program communications bearing University Marks shall be approved in writing in advance by University, and such approval shall not be unreasonably withheld, conditioned or delayed).
- Upon payment of any fee, if applicable, providing PNC Bank reasonable access to common areas for tabling events for events other than Student Orientation, Welcome Week events, or Student Move-in activities, throughout the year upon preapproval, in each instance, by the University.
- Permitting from time to time on-campus financial seminars pre-approved by University.
- Mentioning of PNC Bank as a Preferred Provider and the Program from time to time in agreed upon University publications and mailings.
- Endorsing agreed upon student events to be sponsored by PNC Bank.
- Providing a web link from University's key student web areas on the University's web site to a customized site at www.pncbank.com/cwru and www.pncbank.com/cwru/apply (on line application).
- From time to time permitting distribution by PNC Bank of mutually agreed upon Program communications, bearing University Marks, (which approval shall not be unreasonably withheld, conditioned or delayed).
- Endorsing the establishment of agreed upon on-campus financial seminars that are pre-approved by University.

Faculty/Staff:

- Upon payment of any fee, if applicable, permitting the presence and distribution of Program materials by PNC Bank at group new hire Orientations.
- Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank with the preapproval, in each instance, of the University.
- Upon payment of any fees, if applicable, permitting on-campus tabling by PNC Bank at University events including but not limited to benefit-related fairs, direct deposit fairs, etc. with preapproval, in each instance, by the University.
- Permitting notices of PNC Bank events for faculty/staff in the Daily or other electronic format on a semi-annual basis, upon preapproval by University.
- Endorsing PNC Bank's presenting agreed upon on-campus financial seminars from time to time with individual University departments with preapproval, in each instance, by the University.
- Mentioning of PNC Bank as a Preferred Provider and the Program from time to time in agreed upon University publications and electronic mailings.

- Advertising, with preapproval by the University, by PNC Bank in University publications at agreed-upon fees or by electronic mailings.
- Providing a Web link from University's Human Resources web site and other key areas on the University's web site to www.pnc.com/wpb.

(e) With the University's prior approval, which shall not be unreasonably withheld, conditioned or delayed, permit PNC Bank to use University's name and the University Marks when marketing the Program as described herein.

(f) Grant PNC Bank ATM deployment privileges on campus for a minimum of five (5) ATMs as of the Effective Date, (and the associated grant of ATM privileges with respect to these ATMs), which be governed by and in accordance with the provisions of that certain Master License Agreement between PNC Bank and University and entered into contemporaneously with this Agreement, which is attached hereto as Exhibit A and incorporated herein by this reference. One (1) ATM shall be an Advanced Function machine that can dispense cash, accept deposits, cash checks, transfer funds between accounts, and provide statements. Notwithstanding the foregoing, it is expressly understood and agreed by the parties that, as of the Effective Date, four (4) ATMs ("non-PNC ATMs") exist on the University campus and are owned and maintained by "Other Bank 1" (hereinafter "Vendor(s)"). The non-PNC ATMs exist on the University campus as set forth on Exhibit D and each non-PNC ATM will remain on campus at the University's sole option, during the Term of the Agreement. During the term of this Agreement only, in the event that the ATM agreement applicable to the non-PNC ATMs is to be terminated, University shall extend to PNC a thirty (30) day right to first refusal to provide an additional ATM. Should PNC Bank choose not to provide the additional ATM University may seek such services from another financial provider.

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

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

(j) 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. Specifically, University will include the following elements when configuring the University ID Card:

- Encoding of the banking related magnetic stripe on the back of the University ID Card.
- A disclosure statement printed on the back of the card to read as follows, "ATM function requires a linked PNC Bank deposit account."

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

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

7. COMMITMENTS OF PNC BANK:

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

- Offer the Program to Constituents;
- Market the Program, which shall include, among other things:
 - At times mutually agreed between the parties, providing materials for the direct mailing to new/incoming undergraduate students and electronic mailing of PNC Bank's advertising and promotional information to Constituents;
 - Marketing the Program to Constituents as mutually agreeable during the Term, in accordance with Section 6 above;
 - At its sole cost and expense, designing and creating all marketing materials, as described above, subject to the prior written approval of University which shall not be unreasonably withheld, conditioned or delayed;
 - Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa® Check Card check card which will allow point of sale and ATM transactions everywhere the Visa® logo is displayed;
 - At PNC Bank's sole cost and expense, marketing to Constituents through mailings (where permitted herein), advertisements in University publications, e-mail, and upon payment of any fee, if applicable, tabling at new student orientation and similar events;
 - Linking the University ID card to Accounts;
 - Exercising Preferred Provider rights and privileges for the Program with respect to Constituents;
 - Providing University with a quarterly report of new Accounts opened and card transaction activity on an anonymous basis;

- Provide \$10,000 towards the initial cost of new University ID Cards issued to the campus community (which shall be in addition to all other payments contemplated by this Agreement);
- Engage in good faith discussions with the University to develop educational programs geared towards developing student financial awareness and responsibility.

(c) Use PNC Bank's reasonable commercial efforts to identify Account applications as professional students, graduate students, undergraduate students, faculty or staff of the University at the time of Account opening and record such Accounts as part of the Program.

(d) During the Term of this Agreement only, PNC shall have the exclusive right to issue the co-branded Visa® Check Card. PNC Bank will issue the Visa® Check Card upon request by a PNC Bank Accountholder.

8. JOINT OBLIGATIONS

(a) The parties agree that they shall:

- (i) Issue a press release, jointly approved, upon execution of this Agreement;
- (ii) Conduct, in good faith, an annual review of the success of the Program in accordance with Section 3; reviews shall be quarterly throughout the Term of this Agreement;
- (iii) Engage in good faith discussions regarding the best manner to implement a program linking the University ID Card to Accounts, upon the request of the Account owner;
- (iv) Intentionally omitted; and
- (v) Execute each agreement that constitutes an Exhibit hereto and which shall be incorporated herein.

9. INSURANCE

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

COMMERCIAL GENERAL LIABILITY

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

(ISO GCL 1998 Form or equivalent required)

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

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

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

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

EMPLOYER'S LIABILITY

\$1,000,000 Each Accident

COMPREHENSIVE CRIME

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

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

(b) University shall maintain or cause to be maintained, at no expense to PNC Bank, during the Term hereof, such fire and casualty insurance policies and general liability coverage

in such amounts and on such terms as University considers appropriate in an amount not less than \$1,000,000.00.

10. REPRESENTATIONS AND WARRANTIES

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

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

(ii) The execution, delivery and performance of this Agreement by University is within University's powers, has been duly authorized by all necessary corporate action, and does not violate, conflict with or constitute a breach under any articles of incorporation or charter, bylaw, or any contract University may have entered into with any other financial institution;

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

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

(v) University will inform its employees, directors, officers or agents that they should not make any representation, warranty, promise or statement to any customer regarding the approval, decline, collection, processing, or any other handling of customer's products or services as provided by PNC Bank. University will inform its employees, directors, officers, or agents to refer anyone asking any questions regarding PNC Bank's products or services to PNC Bank;

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

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

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

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

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

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

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

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

11. LOCATIONS/SIGNS

University shall permit PNC Bank to place signs advertising the Program in locations on University's campus that are mutually acceptable to both parties. PNC Bank must have University's prior written approval for size, content and colors of any signs, which consent shall not be unreasonably withheld, conditioned or delayed. University will use commercially reasonable efforts to try to obtain approval from the appropriate personnel within ten business (10) days.

12. ADVERTISING, PROMOTION AND RELATED ACTIVITIES

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

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

(c) Such advertisement placement by PNC Bank shall be at the standard publication rate for publications owned or operated by University. Notwithstanding the foregoing, PNC Bank must have University's prior written approval for any advertising materials that are included in University's publications, which consent shall not be unreasonably withheld, conditioned or delayed. University will use commercially reasonable efforts to try to obtain approval from the appropriate personnel within ten business (10) days.

13. INDEMNIFICATION

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

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

(ii) Any court or regulatory agency finding of a violation of applicable law, regulation or administrative order in connection with performance under this Agreement; or Gross negligence or willful misconduct of University or its officers, directors, employees, agents or subcontractors, in connection with its duties or obligations under the terms of this Agreement, except to the extent such Losses result from the negligence, gross negligence or willful misconduct of PNC Bank.

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

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

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

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

(c) Indemnification Procedures for Third Party Claims. In any case where the person

seeking indemnification under this Agreement (herein referred to as the "Indemnified Party") seeks indemnification for a third party claim, suit or proceeding (herein referred to as a "Third Party Claim"), such indemnification will be conditioned on such Indemnified Party's compliance with the following procedures:

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

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

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

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

(v) The obligation of a party to indemnify the other party's officers, directors,

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

14. LIMITATION OF LIABILITY

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

15. TAXES

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

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

16. ASSIGNMENT/BINDING EFFECT

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

17. TERMINATION

(a) If a party breaches any material covenant in this Agreement and fails to remedy same within twenty (20) calendar days after receipt of written notice of such breach from the non-breaching party, or if the same is not reasonably capable of being cured within twenty (20) calendar days, and the breaching party fails to commence to remedy same within twenty (20) calendar days and diligently prosecute the remedying of the breach until the same is remedied,

the non-breaching party may, at its option, declare this Agreement terminated without prejudice to any additional remedy which may be available to the non-breaching party. In addition to any remedy available in law or equity, if University terminates this Agreement due to a material breach by PNC Bank, PNC Bank shall be immediately liable for payment on a prorated basis, for amount due for the then current academic year during the Term as if all goals were met in accordance with Section 3(b). The prorated amount shall be calculated as of the end of the month in which the material breach occurred and shall be the total amount due as of the end of the academic year multiplied by a fraction that consists of a numerator equal to the number of months in that academic year which have passed and a denominator of 12.

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

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

18. CONFIDENTIALITY

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

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

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

(d) It is understood and agreed that no information shall be deemed to be Confidential Information to the extent it: (i) is or becomes publicly available through no fault of the receiving party; (ii) was known prior to its disclosure to the receiving party without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of business; or (iii) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

19. ENTIRE AGREEMENT

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

20. AMENDMENT

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

21. FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control or without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargos, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accident, floods, power blackouts, volcanic action, major environmental disturbances, or unusually severe weather conditions.

22. HEADINGS

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

23. SEVERABILITY

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

24. GOVERNING LAW/JURISDICTION

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

25. NOTICES

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

If to University then to: If by Mail	If by Courier
Director of Auxiliary Services Case Western Reserve University 10900 Euclid Avenue, Cleveland, Ohio 44106--7075 ATTN: Beth Nochomovitz	Director of Auxiliary Services Case Western Reserve University Sears Building 212 Cleveland, Ohio 44106 ATTN: Beth Nochomovitz

With a copy to:

If by Mail	If by Courier
Office of General Counsel 10900 Euclid Ave. Cleveland, Ohio 44106-7020 Attn: Arlishea Fulton, Associate General Counsel	Office of General Counsel 2040 Adelbert Rd., Suite 311 Cleveland, Ohio 44106 Attn: Arlishea Fulton, Associate General Counsel

If to PNC Bank, then to:

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

With a copy to:

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

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

26. RELATIONSHIP

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

27. WAIVER

Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written

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

28. REMEDIES

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

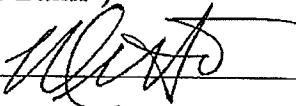
29. COUNTERPARTS

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

[Signature Page Follows]

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

PNC Bank, National Association
("PNC Bank")

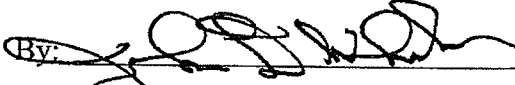
By: 

Name: Nick Certo

Title: Senior Vice President

Date: 10/4/11

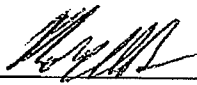
Case Western Reserve University
("University")

By: 

Name: John D. Wheeler,
Senior Vice President

Title: for Administration

Date: 10/7/11

And by: 

Name: Robert Clarke Brown
Treasurer

Title: _____

Date: 10/11/11

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
UNIVERSITY MARKS

EXHIBIT C
PNC BANK MARKS

EXHIBIT D
NON-PNC ATMS

EXHIBIT E
WEBLINKING AGREEMENT

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EXHIBIT A
MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("ATM Agreement"), is effective as of the 4th day of October 2011, ("Effective Date"), and entered into by and between Case Western Reserve University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 10900 Euclid Ave., Cleveland, Ohio 44106, ("University"), and PNC Bank, National Association, a national banking association organized under the laws of the United States and having a principal place of business located at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank"). This ATM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Agreement"). Capitalized terms used in this ATM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

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

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

1. License

Upon mutual agreement, PNC Bank and University shall from time to time enter into licenses, each such license to be in the form which is attached hereto as **Schedule A** which is a supplement to this ATM Agreement and which, when executed shall constitute a License ("License"), to install, maintain, service, repair, replace and/or operate an ATM on the terms and conditions contained herein, in the applicable License, and in the University Banking Services Agreement. To the extent any terms conflict, the terms of the applicable License shall control.

2. Grant of License

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

3. Location of ATMs

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

4. ATMs

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

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

5. Installations

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

(i) ATMs and additional modules to the ATMs thereafter in accordance with this ATM Agreement;

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

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

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

(i) at the locations mutually agreed upon;

(ii) University will use commercially 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 date of this ATM Agreement;

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

(iv) PNC Bank will indemnify and save University harmless from and against all liability, claims, allegations, loss, cost and expense (including reasonable attorney fees) arising in connection with the installation, maintenance, servicing, repair, replacement and/or operation of the ATMs, Equipment, and/or Installations, and

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

(c) Except as otherwise set forth herein, if signs are permitted by the University pursuant to the terms and conditions of the University Banking Services Agreement, PNC may install same in accordance with the terms and conditions upon which such consent was granted.

6. Title

University agrees that 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 University and such property shall be deemed movable personal property and not fixtures. Nothing herein shall be deemed to constitute a conveyance from PNC Bank to University of the ATMs, related Equipment or Installations. Upon the request of PNC Bank, University will request from any persons or entities owning or holding title to or liens upon or leases, security interests or other interests in the Locations, written waivers or releases in form and substance acceptable to PNC Bank confirming that such party has no legal claims or interests in the ATMs and further confirming PNC Bank's rights under this ATM Agreement. PNC Bank shall have the right to place a preapproved label on the ATMs indicating its interest in such machine and related Equipment and Installations which label University agrees not to intentionally remove during the term of the License.

7. Operation, Servicing, Maintenance and Repair

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

University will:

- (a) pay for the electricity usage by the ATM(s) and install the necessary outlets and connections from the power source to the wall or outlet, as applicable, and as required, at its expense;
- (b) maintain the premises around the ATMs at the Location and keep said premises reasonably clean and presentable using the same standards of cleanliness, maintenance, repair and operation as are in effect on the date of this ATM Agreement; and
- (c) pay all costs and expenses for ownership, operation, maintenance and repair of the premises at the Locations (including real estate taxes and utilities) not expressly made payable by PNC Bank herein.

8. Covenants

- (a) University hereby covenants as follows:
 - (i) it shall not use or permit the use of the PNC Bank name or logo without prior approval of PNC Bank;
 - (ii) it will not unreasonably interfere with PNC's placement of ATM logos on ATMs or debit cards issued for use with an Account. ATM logos may include but not be limited to STAR®, PLUS®, Cirrus®, Visa®, and Mastercard®. The University acknowledges that the ATM logos are registered trademarks where indicated. PNC represents and warrants that it has the lawful right to use such ATM logos on debit cards and ATMs.
- (b) PNC Bank hereby covenants as follows:
 - (i) its ATMs will (i) comply with the requirements of the Americans with Disabilities Act in ensuring that the ATMs are readily useable by disabled persons; (ii) remain technologically current and that PNC Bank's product offerings will reflect advances in the industry; and (iii) will be upgraded to permit the display of on-screen messages which have been previously approved by University;
 - (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; and

- (iii) it shall ensure that the ATMs in the Locations be fully operational at least 96% of the time, unless operation is prevented by force Majeure.

9. **Certain Rights of the Parties**

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

10. **Performance; Warranty**

PNC Bank warrants that the ATMs in the Locations shall be fully operational at least 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.

11. **Security**

- (a) University shall use the same standards for security at the Locations that the University generally uses throughout its campus; University shall not be required to post a security guard for any ATM hereunder. Except as otherwise provided herein, the costs of the University's security measures shall be borne by University except for the cost of any Contractor IDs and other security measures to which PNC Bank has agreed to be responsible for herein, which shall be at PNC Bank's sole expense. PNC Bank holds University harmless for any physical damage to its ATM and/or Equipment and/or Installation except to the extent such damage is caused by the negligence, gross negligence or willful misconduct of the University.
- (b) University shall notify PNC Bank of any damage to the real property at the Locations of which it is actually aware, and which it is actually aware will adversely affect the operation or security of the ATMs. University agrees to make, at its expense, reasonable repairs to the real property at the Locations that it, in its sole opinion, deems necessary.
- (c) In the event of fire, casualty, riot or other emergency, University shall use commercially reasonable efforts to protect the security of any affected ATM, secondary to securing the safety of all living beings. Once PNC Bank deems the affected ATM machine secured in its current location or by relocation (which shall only be done with the approval of the University) University's security obligations hereunder shall again be governed by subsections (a) and (b) of this Section 11. If PNC removes the ATM, University shall have no further security obligations. The parties agree that in the event of the emergency circumstances enumerated in this subsection 11 (c) time is of the essence and University and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

12. Insurance; Indemnity and Loss

The parties shall maintain the applicable insurance as agreed upon in the University Banking Services Agreement. Each party shall require its independent contractors who perform any services relating to this ATM Agreement or the University Banking Services Agreement to maintain worker's compensation insurance with respect to their respective employees in the amounts required by applicable law and comparable insurance to that which the party itself has agreed to in the University Banking Services Agreement.

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

13. Term and Termination

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

14. General

A. ADA Compliance: During the Term of this 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. Notwithstanding the foregoing, PNC Bank shall not be obligated to comply with the ADA Accessibility Guidelines for Buildings and Facilities, (the "Guidelines"), or any federal, state or local laws enforcing said Guidelines at the Locations.

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

If to PNC Bank:

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

With a copy to:

PNC Bank, National Association
One PNC Plaza
249 Fifth Avenue
P1-POPP-21-1

Pittsburgh, Pennsylvania 15222
ATTN: Chief Counsel, Consumer Bank

If to University then to: If by Mail	If by Courier
Director of Auxiliary Services Case Western Reserve University 10900 Euclid Avenue Cleveland, Ohio 44106-7075 ATTN: Beth Nocomovitz	Director of Auxiliary Services Case Western Reserve University Sears Building 212 Cleveland, Ohio 44106 ATTN: Beth Nocomovitz

With a copy to:

If by Mail	If by Courier
Office of General Counsel 10900 Euclid Ave. Cleveland, Ohio 44106-7020 Attn: Arlishea Fulton, Associate General Counsel	Office of General Counsel 2040 Adelbert Rd., Suite 311 Cleveland, Ohio 44106 Attn: Arlishea Fulton, Associate General Counsel

The names and addresses for the purpose of this Section may be changed by either party by 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.

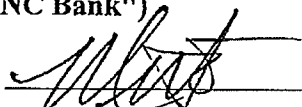
C. Entire ATM Agreement: This ATM Agreement, along with the University Banking Services Agreement, Licenses, and Web Linking Agreement, constitutes the entire agreement and understanding among the parties with respect to the subject matter herein and the transactions contemplated herein and any and all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

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

[Signature page to follow]

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

PNC Bank, National Association
("PNC Bank")

By: 

Title: Senior Vice President

Date: 10/4/11

Case Western Reserve University
("University")

By: 

Title: Robert Clarke Brown
Treasurer

Date: 10/11/11

And by: 

Name: John D. Wheeler,
Senior Vice President

Title: for Administration

Date: 10/7/11

SCHEDULE A

Prototype: Not To Be Completed by University

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

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

2. University's Interest in Location:

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

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

5. Restrictions of License:

6. Applicable Dates of License:

7. Other:

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

University: _____

PNC Bank:  _____

SCHEDULE A-1

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

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

Nord Hall
10900 Euclid Avenue
Cleveland, OH 44106

2. University's Interest in Location:

Owner

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

Case Western Reserve University

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

Ohio Higher Education Facility Commission

5. Restrictions of License:


N/A

6. Applicable Dates of License:

N/A

7. Other: N/A


Initial

WSP 

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated October 4, 2011 between PNC Bank and University.

University: 

University: Wells Brown

PNC Bank: 

SCHEDULE A-2

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

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

Crawford Hall
10900 Euclid Avenue
Cleveland, OH 44106

2. University's Interest in Location:

Owner

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

Case Western Reserve University

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

Ohio Higher Education Facility Commission

5. Restrictions of License:

N/A

6. Applicable Dates of License:

N/A Initial

7. Other: N/A

_____ MS [Signature]

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated October 4, 2011 between PNC Bank and University.

University: [Signature]
University: [Signature]
PNC Bank: [Signature]

SCHEDULE A-3

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

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

Thwing Student Center
10900 Euclid Avenue
Cleveland, OH 44106

2. University's Interest in Location:

Owner

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

Case Western Reserve University

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

Ohio Higher Education Facility Commission

5. Restrictions of License:

N/A

6. Applicable Dates of License:

N/A Initial

7. Other: N/A _____ WP [Signature]

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated October 4, 2011 between PNC Bank and University.

University: _____ [Signature]

University: _____ [Signature]

PNC Bank: _____ [Signature]

SCHEDULE A-4

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

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

Leutner Commons
10900 Euclid Avenue
Cleveland, OH 44106

2. University's Interest in Location:

Owner

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

Case Western Reserve University

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

Ohio Higher Education Facility Commission

5. Restrictions of License:

N/A

6. Applicable Dates of License:

N/A Initial

7. Other: N/A

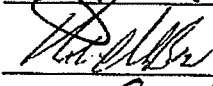
_____ 

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated October 4, 2011 between PNC Bank and University.

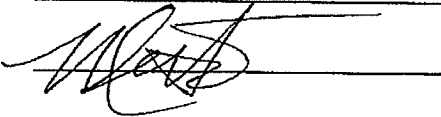
University: _____



University: _____




PNC Bank: _____



SCHEDULE A-5

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

1. Location for ATMs to be Installed After the Effective Date:
Biomedical Research Building
1090 Euclid Avenue
Cleveland OH 44106
2. University's Interest in Location:
Owner
3. Identity of owner(s) of record of the Location:
Case Western Reserve University
4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, machinery and equipment installed therein:
Ohio Higher Education Facility Commission
5. Restrictions of License:
N/A
6. Applicable Dates of License:
N/A Initial
7. Other: N/A _____ MS 

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated October 4, 2011 between PNC Bank and University.

University: _____

University: _____

PNC Bank: _____

SCHEDULE A-1

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

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

Nord Hall
10900 Euclid Avenue
Cleveland, OH 44106

2. University's Interest in Location:

Owner

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

Case Western Reserve University

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


Ohio Higher Education Facility Commission

5. Restrictions of License:

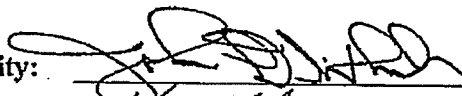

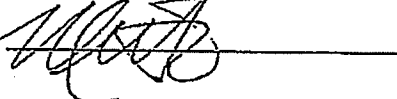
N/A

6. Applicable Dates of License:

N/A

7. Other: N/A ^{Initials} 

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated October 4, 2011 between PNC Bank and University.

University: 
University: 
PNC Bank: 

SCHEDULE A-2

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

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

Crawford Hall
10900 Euclid Avenue
Cleveland, OH 44106

2. University's Interest in Location:

Owner

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

Case Western Reserve University

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

Ohio Higher Education Facility Commission

5. Restrictions of License:

N/A

6. Applicable Dates of License:

N/A Initial

7. Other: N/A

ML MS SM

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated October 4, 2011 between PNC Bank and University.

University: _____

University: _____

PNC Bank: _____

SCHEDULE A-3

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

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

Thwing Student Center
10900 Euclid Avenue
Cleveland, OH 44106

2. University's Interest in Location:

Owner

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

Case Western Reserve University

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

Ohio Higher Education Facility Commission

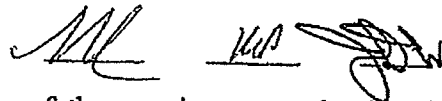
5. Restrictions of License:

N/A


6. Applicable Dates of License:


N/A Initial

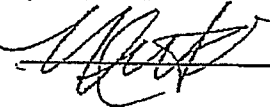
7. Other: N/A



By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated October 4, 2011 between PNC Bank and University.

University: 

University: 

PNC Bank: 

SCHEDULE A-4

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

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

Leutner Commons
10900 Euclid Avenue
Cleveland, OH 44106

2. University's Interest in Location:

Owner

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

Case Western Reserve University

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

Ohio Higher Education Facility Commission

5. Restrictions of License:

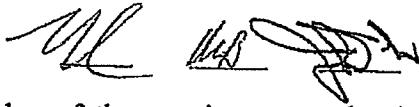
N/A

6. Applicable Dates of License:

N/A

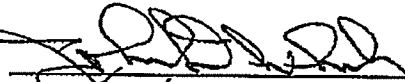
Initial

7. Other: N/A

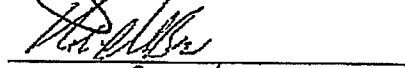


By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated October 4, 2011 between PNC Bank and University.

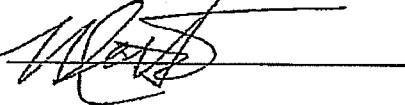
University:



University:



PNC Bank:



SCHEDULE A-5

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

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

Biomedical Research Building
1090 Euclid Avenue
Cleveland OH 44106

2. University's Interest in Location:

Owner

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

Case Western Reserve University

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

Ohio Higher Education Facility Commission

5. Restrictions of License:

N/A

6. Applicable Dates of License:

N/A

Initial

7. Other: N/A

MC MS [Signature]

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated October 4, 2011 between PNC Bank and University.

University: _____

University: _____

PNC Bank: _____

EXHIBIT B

UNIVERSITY MARKS

University Marks and associated standards can be found at the following URL:
www.case.edu/umc/marketing/branding/logo.html.

PNC Bank must obtain pre-approval from the University prior to PNC Bank's use - for any purpose - of any University Mark.

EXHIBIT C

PNC BANK MARKS

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



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

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

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

EXHIBIT E

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this "Web Agreement"), is effective as of the 4th day of October 2011, ("Effective Date"), and entered into by and between is entered into by and between Case Western Reserve University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 10900 Euclid Ave., Cleveland, Ohio 44106, ("University"), and PNC Bank, National Association, a national banking association organized under the laws of the United States and having a principal place of business located at One PNC Plaza, 249 Fifth Ave., Pittsburgh, Pennsylvania, 15222, ("PNC Bank"). This Web Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Banking Services Agreement"). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

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

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

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

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

1. DEFINITIONS

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

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

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

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

2. TERM AND TERMINATION

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

3. GRANT OF LICENSE

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

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

4. WARRANTIES

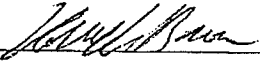
(a) University represents and warrants that it is the owner or has all necessary rights to license University Marks as specified in Section 3 above.

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

[Signature page to follow]

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


CASE WESTERN RESERVE UNIVERSITY

By: 

Name: Robert Clarke Brown
Treasurer

Title: _____

Date: 10/11/11


And by: 

Name: John D. Wheeler,
Senior Vice President
for Administration

Title: _____

Date: 10/7/11

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Nickolas Certo

Title: Senior Vice President

Date: 10/4/11

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

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

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



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

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

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

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

The University marks, logos and other graphics as specified reside in the following URL
www.case.edu/umc/marketing/branding/logo.html

PNC Bank must obtain pre-approval from the University prior to PNC Bank's use - for any purpose - of any University Mark.

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

THIS SECOND AMENDMENT to the University Banking ^{Services} Agreement (the "Second Amendment") is made and entered into this 20th day of ~~March~~ ^{June} 2016, (the "Second Amendment Effective Date"), by and between Case Western Reserve University, ("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(s) 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 a University Banking Services Agreement dated October 4, 2011, as amended by the First Amendment, dated July 10, 2015, (collectively the Agreement");

WHEREAS, PNC Bank and University have agreed to amend certain terms of the Agreement in accordance with the provisions set forth in this 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. New Exhibit F, Department of Education Cash Management Compliance Agreement, ("CM Agreement"), is hereby added and attached hereto and incorporated by reference into the Agreement.
2. The University may terminate the Agreement in accordance with the termination provisions set forth in the CM Agreement.
3. All provisions of the Agreement not specifically mentioned in this 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.

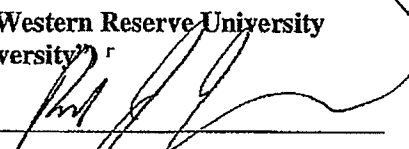
PNC Bank, National Association
("PNC Bank")

By: 
Nicholas Certo

Title: Senior Vice President

Date: 6/20/2016

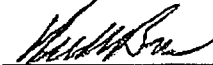
Case Western Reserve University
("University")

By: 

Title: UP-CAMPUS SERVICES

Date: 5/23/16

Case Western Reserve University ("University")

By:  Title: Robert Clarke Brown Date: _____
Treasurer

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

EXHIBIT F

**DEPARTMENT OF EDUCATION CASH MANAGEMENT
COMPLIANCE AGREEMENT**

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), is entered into this 20th day of ~~March~~^{June} 2016, by and between Case Western Reserve University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 10900 Euclid Avenue, Cleveland, OH 44106, ("University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This CM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement dated October 4, 2011 between University and PNC Bank (the "Agreement"). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

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

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

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

1. Definitions

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

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

students at the institution; or (iii) A card or tool that is provided to the student for institutional purposes, such as a student ID card, is validated, enabling the student to use the device to access a financial account.

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

2. Student Choice

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

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

3. Customer Complaints

In the event that University has a direct relationship with or direct contact with PNC's customers during the term of this Agreement and the University receives a Customer Complaint about PNC that (i) the University is unable to resolve, or (ii) becomes public knowledge (e.g., media), or (iii) raises questions related to compliance with applicable law, University shall immediately, notify PNC Bank and deliver to PNC Bank a written summary or copy of such Customer Complaint along with associated correspondence and information.

4. University DoE Regulation Compliance

(a) Student Consent. The University is required to ensure that student consent has been obtained by the Financial Institution prior to opening a PNC Financial Account. The Financial Institution complies with the applicable laws that govern the account opening process. Therefore, the Financial Institution always secures the student's consent prior to opening a PNC Financial Account. The Financial Institution has reviewed its account opening policy with the University and the University has concluded the student consent requirement is deemed satisfied.

(b) Student Choice. The University shall provide the PNC List to the student as set forth in Section 2(b) above.

(c) Agreement. In accordance with the effective date set forth in the DoE Regulation, the University shall disclose, on the University website, a copy of the Agreement.

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

(d) Compensation and PNC Financial Account Data

(1) In accordance with the effective date set forth in the DoE Regulation, the University may be required to disclose on the University website, in a manner defined by the Secretary of Education, certain information, which may include direct or indirect compensation, regarding the most recently completed Award Year under the terms of the Agreement.

(2) The University may also be required to disclose certain information regarding the number of students who had PNC Financial Accounts, the amount of fees incurred, at any time during the most recently completed Award Year, by students who have PNC Financial Account(s), as a result of the Agreement, ("PNC Financial Account Data"). In addition, and in accordance with the effective date set forth in the DoE Regulation, the University shall provide the Department of Education Secretary with an

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

up-to-date URL so this information can be published in a centralized database accessible to the public.

- (3) In order to satisfy the requirements of this Section 4(d), University shall comply with the provisions of Section 5 of this CM Agreement.
- (e) The University shall provide the Financial Institution with sixty (60) days prior notice of its intent to comply with Sections 2(b), 4(c), and 4(d). The University shall also provide, when requested, a copy of the Agreement or up-to-date URL that will be used to comply with the DoE Regulation.
- (f) ATMs. The University has determined the ATM requirements set forth by the DoE Regulation are satisfied pursuant to the ATM License Agreement which is an exhibit to the Agreement.
- (g) Best Interest of the Students. During the Term of the Agreement the University will conduct reasonable due diligence reviews in a manner and frequency defined by the Secretary of Education, to ascertain whether the fees charged by PNC Bank to customers who have obtained the PNC Financial Account are, considered as a whole, consistent with or below prevailing market rates, (the "Review").
- (1) The University shall provide PNC Bank with a copy of the results of each Review within fifteen (15) days from the completion of the review.
- (2) The DoE Regulation requires the University have the right to terminate the Agreement should the findings of the Review disclose the PNC Financial Account fees are not considered as a whole, consistent with or below prevailing market rates. Additionally, the DoE Regulations requires that the University have the right to terminate the Agreement should it receive Customer Complaints from PNC customers who are full or part time students of the University. The Review or results from Customer Complaints shall be, collectively or individually, deemed a reason for termination by the University, ("DoE Cause for Termination")
- (a) The University agrees that, prior to terminating the Agreement under this Section 4(g)(2), the University shall enter into a sixty (60) day discussion period with Financial Institution (the "Discussion Period"). During said Discussion Period the University and Financial Institution shall review the findings of the DoE Cause for Termination, to determine if it is inaccurate, non-conclusive, or if corrective action is necessary by the Financial Institution for those items deemed unsatisfactory by the or the result of Customer Complaints.
- (i) if the parties mutually agree the findings are inaccurate or non-conclusive the Agreement shall remain in full force and effect;

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

(ii) if the parties determine corrective action is required they will negotiate in good faith to establish a commercially reasonable plan to address those items considered unsatisfactory in the Review or results from Customer Complaints, (the "Plan"). The Financial Institution shall begin implementation of the Plan within sixty (60) days from the date upon which the parties mutually agree to the Plan in writing. The implementation period for the Plan shall not exceed forty-five (45) days from the date upon which the parties mutually agree to the Plan in writing, (the "Plan Implementation Period").

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

5. DoE Compliance Information

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

- (a) The University must always request any and all information regarding the Agreement or the PNC Financial Account(s) from the Financial Institution, including but not limited to: (i) PNC Financial Account Data, or information related thereto; (ii) information used to derive the PNC List; and (iii) any other information, including the Agreement, which is required to be disclosed under the DoE Regulation.
- (b) The University shall not provide any DoE Compliance Information which references PNC Bank, its products or services without the prior written approval of the Financial Institution, which approval shall not be unreasonably withheld.
- (c) The Financial Institution reserves the right to revise the DoE Compliance Information as deemed necessary to ensure the accuracy of any information that is provided by the University, regarding the Financial Institution, the PNC Financial Account, and any other information related thereto.

SECOND AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT

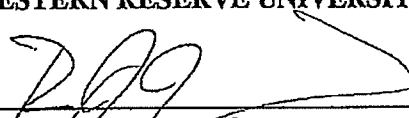
- (d) The Financial Institution shall provide to the University, in its reasonable discretion, all information requested under Section 5(a) of this Agreement to assist University with its DoE Regulation Compliance.

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

SECOND AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT

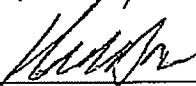
IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Department of Education Cash Management Compliance Agreement on its behalf, as of the Effective Date.

CASE WESTERN RESERVE UNIVERSITY

By:  *Robert Clarke Brown*
Name: VP - CAMS Services

Title: _____

Date: 8/23/14

By: 

Name: Robert Clarke Brown
Treasurer

Title: _____

Date: _____

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Nickolas Certo

Title: Senior Vice President, University Banking

Date: 6/20/14