

UNIVERSITY BANKING SERVICES AGREEMENT

THIS UNIVERSITY BANKING SERVICES AGREEMENT ("Agreement") is effective as of the 1st day of September 2013, ("Effective Date"), and entered into by and between Baldwin Wallace University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices 275 Eastland Road, Berea, Ohio 44017 ("University") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank").

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

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

1. DEFINITIONS

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

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

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

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

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

(e) "Financial Services" shall mean the financial services offered by PNC Bank to Constituents hereunder as part of the Program.

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

(g) "New Student List" shall mean an annual list of newly enrolled incoming first-year students at the University, who have not opted-out of disclosure of their directory information pursuant to the University's FERPA policy. This list shall be used by the University

to mail PNC Bank's Program materials in advance of the new student moving onto campus. The New Student List shall not be provided to PNC Bank, unless otherwise agreed to by the parties by amending this Agreement.

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

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

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

(k) "Program Goals" shall mean the number of new checking Accounts that PNC Bank seeks to open for the Constituents during a specified time period as set forth herein.

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

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

(n) Intentionally omitted.

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

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

2. TERM

This Agreement shall commence on the Effective Date and shall terminate on December 31, 2018, ("Initial Term"), unless sooner terminated as otherwise provided herein. Upon mutual agreement of the parties, this Agreement shall renew up to one (1) successive term of five (5) years ("Renewal Term"). The University shall provide written notice to PNC Bank on or before the ninetieth (90th) day prior to the end of the Initial Term of its intent to renew this Agreement at

the expiration of the Initial Term. The "Term" of the Agreement shall mean the Initial Term and any Renewal Term.

3. ROYALTY, PAYMENT TERMS

(a) Program Goals. The parties agree to the following Program Goals during the Term of this Agreement. Account numbers are based on a January-December calendar year. Program Goals may be adjusted only by mutual consent.

	2014	2015	2016	2017	2018
Student-New Checking Accounts	500	530	530	530	530
Faculty & Staff -New Checking Accounts	20	20	20	20	20
Program Goal Total	520	550	550	550	550

(i) Each January of the Term, beginning with January 2015, the parties shall conduct an annual review of the performance of the previous calendar year. The review shall include a comparison of the actual performance to the scheduled Program Goals. In addition, the parties shall meet at least three times each year of the Term to review production, plan new activities, and analyze previously conducted activities. In the event the parties agree to the Renewal Term the Program Goals and Royalty shall be negotiated by the parties in good faith.

(b) Royalty Payments. 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 (c) below. In the event that University attains the Program Goal Total for a calendar year as specified in paragraph (a) above, PNC Bank will pay to University the following Royalty:

<u>Year</u>	<u>Amount</u>
2014	\$25,000
2015	\$30,000
2016	\$35,000
2017	\$35,000
2018	\$35,000

(i) In the event the University fails to achieve the Program Goals by category as

stated in Section 3(a), but achieves the total Program Goals for new accounts in any year of the Term, PNC Bank shall pay University as set forth in Section 3(b).

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

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

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

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

YEAR	Due Date
2014	February 1, 2015 for 2014
2015	February 1, 2016 for 2015
2016	February 1, 2017 for 2016
2017	February 1, 2018 for 2017
2018	February 1, 2019 for 2018

(v) The University's failure to meet the Program Goals for each category delineated in Section 3(a) above, shall not adversely affect its ability to receive Royalties as set forth in this Section 3 for any year in which the Program Goal Total is met.

(vi) 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.

(c) Signing Bonus. PNC Bank shall also pay University a one-time guaranteed Signing Bonus in the amount of Twenty Thousand Dollars (\$20,000). The guaranteed Signing Bonus shall be paid no later than November 1, 2013.

(i) The University shall repay to PNC Bank a certain percentage of the Signing Bonus, described in this Section 3(c), should the University terminate the Agreement prior to December 31, 2016 for any reason other than a default by PNC Bank or pursuant to Section 17(d). The percentage paid by the University shall be in accordance with the repayment chart set forth below.

Year Agreement Terminated	Signing Bonus Repayment Percentage
2013	100%
2014	75%
2015	50%
2016	33%
2017 through 2018	0%

4. PRODUCTS AND SERVICES

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

(b) The Program is designed to attract Constituents that do not have an Account with PNC Bank, and does not include the solicitation of credit cards or student loans. PNC Bank shall actively advertise and promote the Program as authorized, by law, on the University campus, via approved University mediums and using approved University Marks. The Program shall include: presenting financial seminars to students and employees; opening new Accounts for University students, and employees. The ATMs shall be provided pursuant to a separate Master License Agreement, Exhibit A, which is attached hereto and incorporated herein by this reference.

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

1. Become PNC Bank customers or are already existing PNC Bank customers;
2. Solicit financial information within a PNC Bank branch; or
3. Independently utilizes electronic media for information regarding PNC Bank products and/or services.

(c) Accounts established under this Agreement may be eligible for a co-branded Visa Check® Card. 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.

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

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

5. PNC BANK'S EMPLOYEES

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

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

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

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

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

6. COMMITMENTS OF UNIVERSITY

University shall, during the Term of this Agreement:

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

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

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

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

(iv) As may be required for PNC Bank to fulfill its commitments hereunder, permit PNC Bank to work with University's vendors; and

(v) Permit PNC Bank physical access on campus and presence at campus events necessary for PNC Bank to exercise the marketing rights enumerated herein.

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

Students:

1. Mailing, at PNC Bank's expense, to the Student List at the beginning of the first school year of this Agreement
2. Permitting on-campus access including tabling by PNC Bank at mutually-agreed upon University events such as freshmen orientations, student fairs, etc. not less than monthly each year of the Term.
3. Permitting the conduct by PNC Bank of direct mailings to the University or home addresses to the New Student List at PNC Bank's expense.
4. Permitting the distribution of materials, to those on the New Student List, by PNC Bank on a schedule and in a manner which is acceptable to the University.
5. Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are (i) in compliance with applicable laws, (ii) are limited to locations

designated by the University for such activities, and (iii) are scheduled through the normal University process for reserving space.

6. Permitting from time to time on-campus financial seminars at mutually agreed upon venues, pre-approved by University at PNC Bank's expense.
7. Providing a Web link from University's web site and other key areas on the University's web site to a customized site at www.pnc.com/BW.

Faculty/Staff:

1. Permitting the distribution of materials by PNC Bank on a schedule and in a manner which is acceptable to the University.
2. Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are (i) in compliance with applicable laws, (ii) are limited to locations designated by the University for such activities, and (iii) are scheduled through the normal University process for reserving space.
3. Permitting on-campus tabling by PNC Bank at University events including but not limited to benefit-related fairs, direct deposit fairs, new hire orientations, etc.
4. Supporting PNC Bank's presenting agreed-upon on-campus financial seminars from time to time with individual University departments at PNC Bank's expense.
5. Providing a Web link from University's web site and other key areas on the University's web site to a customized site at www.pnc.com/BW.

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

(d) Continue to grant PNC Bank ATM deployment privileges on campus for a minimum of one (1) ATM as of the Effective Date. The ATMs (and the associated grant of ATM privileges with respect these ATMs) shall be governed by and in accordance with the provisions of the Master License Agreement between PNC Bank and University, entered into contemporaneously with this Agreement, which is attached hereto as **Exhibit A** and incorporated herein by this reference.

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

(f) Notwithstanding anything to the contrary contained in this Agreement, University's ability to provide any information to PNC Bank is subject to and conditioned upon the Family Education Rights and Privacy Act (FERPA), other applicable laws and regulations, and the 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. COMMITTMENTS OF PNC BANK:

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

- (a) Offer the Program to Constituents;
- (b) Marketing of the Program, which shall include among other things:
 - At times mutually agreed between the parties, providing materials for the mailing of PNC Bank's advertising and promotional information to Constituents;
 - Marketing the Program to Constituents as mutually agreeable during the Term, in accordance with Section 6 above;
 - At its sole cost and expense, designing and creating all marketing materials, as described above. Subject to the prior written approval of University which shall not be unreasonably withheld, conditioned or delayed;
 - Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa® 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, advertisements in University publications, tabling at new student orientation and similar events;
 - Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;
 - Providing University with a quarterly report of new Accounts opened; and
 - Collaborate with the University to develop educational programs geared towards developing student financial awareness and responsibility.
- (c) Use PNC Bank's reasonable commercial efforts to identify Account applications as Constituents at the time of Account opening and record such Accounts as part of the Program.

8. JOINT OBLIGATIONS

- (a) The parties agree that they shall:
 - (i) Issue a press release, jointly approved, upon execution of this Agreement;

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

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

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

9. INSURANCE

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

COMMERCIAL GENERAL LIABILITY

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

(ISO GCL 1998 Form or equivalent required)

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

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

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

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

EMPLOYER'S LIABILITY

\$1,000,000 Each Accident

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

COMPREHENSIVE CRIME

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

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

(b) University shall maintain or cause to be maintained, at no expense to PNC Bank, during the Term hereof, fire and casualty insurance policies. The fire insurance policies shall be on an "all risk" basis for one-hundred percent (100%) replacement cost and public liability coverage shall be in an amount not less than \$2,000,000.00.

10. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

- (v) University's employees, directors, officers or agents shall not make any representation, warranty, promise or statement to any customer regarding the approval, decline, collection, processing, or any other handling of customer's products or services as provided by PNC Bank. Any questions regarding PNC Bank's products or services shall be immediately referred to PNC Bank;
 - (vi) No information, schedule, exhibit, or financial information furnished or to be furnished by University to PNC Bank in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading;
 - (vii) University has not entered and will not enter any agreement that would prohibit University from fulfilling its duties and obligations under the terms of this Agreement; and
 - (viii) During the Term of this Agreement, University (A) will promote the Program, and (B) has granted PNC Bank the exclusive right to market the Program to Constituents on campus and has not granted that right to any other financial institution with the limited exception of the Credit Unions.
- (b) PNC Bank represents and warrants as of the Effective Date and during the Term of this Agreement that:
- (i) PNC Bank is a national banking association organized, validly existing and in good standing under the laws of the United States, and is FDIC insured, and has the requisite corporate power and authority to enter into this Agreement;
 - (ii) PNC Bank's execution, delivery and performance of this Agreement are within PNC Bank's corporate powers, have been duly authorized by all necessary corporate action and do not contravene PNC Bank's bylaws or charter or any law or contractual restrictions to which it is subject;
 - (iii) Any authorization or approval or other action by, or notice to or filing , any governmental authority or regulatory body that is required for the execution, delivery and performance by PNC Bank of this Agreement shall be obtained in a timely manner;
 - (iv) This Agreement constitutes a legal, valid and binding obligation of PNC Bank, enforceable against it in accordance with its terms;
 - (v) No information, schedule, exhibit, financial information furnished or to be furnished by PNC Bank to University in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any

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

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

11. LOCATIONS/SIGNS

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

12. ADVERTISING, PROMOTION AND RELATED ACTIVITIES

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

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

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

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

13. INDEMNIFICATION

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

(iii) Gross negligence or willful misconduct of University or its officers, 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"), (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. 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. Both parties to this Agreement understand and agree that, in the event the Indemnifying Party contests in writing, in accordance with the notice provisions of paragraph 25, herein, the Indemnified Party's right to indemnification, the actual indemnification may be delayed until the rights of the parties are resolved.

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

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

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

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

14. LIMITATION OF LIABILITY

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

15. TAXES

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

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

16. ASSIGNMENT/BINDING EFFECT

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

17. TERMINATION

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

to any additional remedy which may be available to the non-breaching party.

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

(c) Except as otherwise provided herein, the Agreement shall be terminated as of the end of the Initial Term or Renewal Term, as applicable.

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

18. CONFIDENTIALITY

(a) The parties agree all information, whether oral or written or via computer disk or electronic media, to which a Receiving Party is given access or which is made available to a Receiving Party is referred to hereinafter as "Confidential Information." Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, and information about or from a Disclosing Party's vendors or employees whether received before or after the date hereof. Confidential Information also includes all customer and consumer information, and information that is either nonpublic personal information or personally identifiable information, including, without limitation, names, addresses, telephone numbers, account numbers, birthdates, social security numbers, fingerprint or biometric data, genetic information, demographic, financial and transactional information, and any other information that is deemed to be nonpublic personal information or personally identifiable information under Title V of the Gramm-Leach-Bliley Act, Section 628 of the Fair Credit Reporting act, Section 216 of the Fair and Accurate Credit Transactions Act, the Health Insurance Portability and Accountability Act (HIPAA), the Children's Online Privacy Protection Act and any implementing regulations or guidelines adopted under any of these laws whether received before or after the date hereof, and any other information protected under applicable privacy or data security laws or regulations ("Personal Information"). For purposes of defining the Confidential Information of a Disclosing Party pursuant to this Section 18(a), a "Disclosing Party" also includes any parent, subsidiary or affiliate of the Disclosing Party. Personal Information is a subset of Confidential Information.

(b) Except as expressly provided below or with the Disclosing Party's prior written consent, the Receiving Party agrees: (i) to hold all Confidential Information of the Disclosing Party in confidence, (ii) that it will not disclose any Confidential Information of the Disclosing Party to any third party, and (iii) that it will not use any Confidential Information for purposes other than the performance of the services under this Agreement. The Receiving Party agrees to comply with all laws and regulations that are applicable to Personal Information, and, to the

extent applicable to the Receiving Party's activities, all industry standards that apply to Personal Information. The Receiving Party shall have adequate and appropriate physical measures, 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, (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the Disclosing Party or its customers and (d) ensure the proper disposal of such Confidential Information as may be required by applicable law.

(c) A Receiving Party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall (i) first notify the Disclosing 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 Disclosing Party's consent to such disclosure, and (iii) in the event consent is not given, agree to permit a motion to quash, or other similar procedural step, to frustrate the production or publication of information. Nothing herein shall require a party to fail to honor a subpoena, court or administrative order, or any similar binding requirement on a timely basis.

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

20. AMENDMENT

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

21. FORCE MAJEURE

If to PNC Bank, then to:

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

With a copy to:

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

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

26. RELATIONSHIP

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

27. WAIVER

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

28. REMEDIES

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

22. HEADINGS

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

23. SEVERABILITY

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

24. GOVERNING LAW/JURISDICTION

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

25. NOTICES

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

If to University then to:

William Reniff
V.P Finance & Administration
275 Eastland Rd.
Berea, Ohio 44017

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

29. COUNTERPARTS

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

IN WITNESS WHEREOF, 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: Nicholas Cerb

Title: Sr Vice President

Date: 9-8-2013

Baldwin Wallace University
("University")

By: 

Name: William M. Reinhart

Title: V.P. Finance

Date: 9/13/13

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
Intentionally Omitted

EXHIBIT C
Intentionally Omitted

EXHIBIT D
UNIVERSITY MARKS

EXHIBIT E
PNC BANK MARKS

EXHIBIT F
WEBLINKING AGREEMENT

[Remainder of page intentionally left blank]

EXHIBIT A MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("ATM Agreement"), is effective as of the 1st day of September 2013, ("Effective Date"), and entered into by and between Baldwin Wallace University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices 275 Eastland Road, Berea, Ohio 44017 ("University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This ATM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Agreement"). Capitalized terms used in this ATM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

WHEREAS, the parties have entered into the Agreement which specified services include ATM deployment at certain University locations.

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

1. License.

(a) PNC Bank and University shall enter into a license substantially in the form which is attached hereto and incorporated herein as Schedule A, which is an integral part of this ATM Agreement, which when executed each shall constitute a license ("License"). The License shall cover such ATMs and contain such special provisions regarding terms, covenants, conditions and provisions as agreed to by the parties.

(b) University hereby licenses to PNC Bank the right, upon the terms and conditions hereinafter set forth, to install, maintain, service, repair, replace and operate the ATM, together with related Equipment and Installations as described in Section 5 hereof at the location (the "Location") set forth in each License, including the right, with University's approval, to substitute a different make, model or type of ATM from time to time.

2. Term.

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

3. Location and Relocation of ATM.

(a) The ATM shall be located within or about the Location as mutually agreed upon by the parties, as indicated in each License. The ATM, 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.

- (b) The ATM may be relocated for security reasons as set forth in Section 12 hereof.

4. ATMs

(a) The ATM installed shall perform cash withdrawals, transfers and balance inquiries. The ATM will have the ability to be upgraded to provide additional capabilities as determined by PNC Bank from time to time. The ATM shall be a part of several networks, including but not limited to STAR[®], (the "Network"), pursuant to a network agreement between PNC Bank and the operator of the network, (the "Network Agreements").

5. Installations

- (a) PNC Bank shall, using its own independent contractors, install, at each Location:
- (i) an ATM and, at its option, additional modules to the ATM thereafter;
 - (ii) such related machinery and Equipment, including telecommunications equipment, alarm systems and signs, as are to be installed within the interior of the Location (the "Equipment"); and
 - (iii) such wiring, connections, and hook-ups as are required to connect the ATM to the Network (the "Installations").
- (b) University shall permit PNC Bank to install the ATM and related Equipment and Installations as follows:
- (i) at each Location as mutually agreed upon;
 - (ii) University will use commercially reasonable efforts to obtain approval of the installation from any parties whose approval is required prior to the placement of the ATM at the Location;
 - (iii) University will cooperate with PNC Bank, and secure the cooperation of any necessary other parties, as required by local ordinances and practice, in making permit applications. However, PNC Bank will be responsible for obtaining, at its expense, all permits and approvals required in connection with the Installation; and
 - (iv) PNC Bank will indemnify and save University harmless from and against all liability, loss, cost and expense arising in connection with the Equipment and Installation.
- (c) If they mutually agree to install signs, PNC Bank and University shall determine each of their obligations to pay the cost of the signs and costs of sign installation maintenance, and removal.

6. Title

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

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

7. Operation, Servicing, Maintenance and Repair

(a) The operation, servicing, maintenance and repair of the ATMs and the related Equipment and Installations shall be under the sole control of PNC Bank and its agents, employees and independent contractors. Except as otherwise provided herein, PNC Bank shall bear the expense of such operation, servicing, maintenance and repair, and shall keep the ATMs and related Equipment and Installations in a safe and operable condition. PNC Bank shall require all of its employees, agents and independent contractors who perform any of the aforesaid tasks at the Location to: (i) carry and present identification upon Customer's request; and (ii) perform their tasks with minimum disruption to Customer's business.

(b) University will:

- (i) pay the electricity usage for the ATMs and related Equipment and Installations and install the necessary outlets and connections, if required, at its expense;
- (ii) keep the ATMs and the area around the ATMs clean, presentable and free from obstruction, and, with respect to the Location generally, Customer will continue to maintain the same standards of cleanliness, maintenance, repair and operation as are in effect on the Effective Date;
- (iii) pay all costs and expenses for ownership, operation, maintenance and repair of the Location (including real estate taxes and utilities) not expressly made payable by PNC Bank herein; and
- (iv) maintain the Location in accordance with the environmental standards, if provided by PNC Bank, as required by the ATM manufacturer for the proper functioning of the ATM.

8. Covenants

(a) University hereby covenants as follows:

- (i) it shall not use or permit the use of the PNC Bank name or logo without prior written consent of PNC Bank;
- (ii) it shall use and permit the use of the ATM logos only in compliance with the requirements of the holders of rights in such logos. University acknowledges that the ATM logos are registered trademarks where indicated; notwithstanding the foregoing, this section is not intended to nor does it restrict, after prior written consent by PNC Bank, the use of the PNC Bank name by

University in the ordinary course of its business or through its internal communications with employees regarding the availability of the ATM; and

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

- (b) PNC Bank hereby covenants as follows:

- (i) its ATM will remain technologically current with prevailing standards in the banking industry which shall include insuring ATMs are readily usable by disabled persons in compliance with the applicable provisions of the ADA;

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

- (iii) it shall maintain the ATM in good working order.

9. Certain Rights of the Parties

(a) PNC Bank shall impose a surcharge on users of its ATM at the Location. Beginning no later than August 15, 2014 PNC Bank will implement a surcharge in the amount of Two Dollars and Fifty Cents (\$2.50). In the event PNC Bank increases the amount of the ATM surcharge it imposes for users of its ATMs at its branches in the Ohio market, then PNC Bank reserves the right to increase the surcharge hereunder to reflect such change.

(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 96% of the time, unless operation is prevented by Force Majeure or routine servicing of the ATMs. PNC Bank will provide University with quarterly reports of the performance of the ATMs.

11. Security

(a) University shall maintain security at the Locations in accordance with the standards for security generally at University's facilities; University shall not be required to post a security guard for any ATM hereunder. Except as otherwise provided herein, all costs and expenses incurred in connection with such security measures shall be borne by University.

(b) University shall notify PNC Bank of any damage to the Locations which

adversely affects the operation or security of the ATMs, and University agrees to make, at its expense, such repairs to the Locations, as shall be necessary to correct such adverse effects.

(c) In the event of fire, casualty, riot or other emergency, Customer shall use reasonable efforts to protect the security of any affected ATM. Once PNC Bank deems the affected ATM machine secured, which may include relocation or removal by PNC Bank, Customer's security obligations hereunder shall again be governed by subsections (a) and (b) of this Section 12. The parties agree that in the event of the emergency circumstances enumerated in this subsection 12 (c) 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

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

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

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

13. General

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

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

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

If to PNC Bank:

PNC Bank, National Association
ATM Banking
1600 Market Street, 9th Floor
Philadelphia, PA 19103
ATTN: Ken Justice, Senior Vice President
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:

William Reniff
V.P Finance & Administration
275 Eastland Rd.
Berea, Ohio 44017

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

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

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

PNC Bank, National Association
("PNC Bank")

By: [Signature]

Title: Sr Vice President

Date: 9-8-2013

Baldwin Wallace University
("University")

By: William M. Reniff

Title: V.P. Finance

Date: 9/11/13

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 Installation of an ATM:

2. University's Interest in Location:

[UNIVERSITY MUST PROVIDE INFORMATION]

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

[UNIVERSITY MUST PROVIDE INFORMATION]

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

If Yes, list all holders of a mortgage lien. _____

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

If Yes, list all holders of a security interest. _____

[UNIVERSITY MUST PROVIDE INFORMATION]

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 _____, 2013 between PNC Bank and University.

University:

PNC Bank:

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

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

1. Location for Installation of an ATM:

Strosacker Student Union
120 East Grand Street
Berea, Ohio 44017

2. University's Interest in Location:

Strosacker Student Union

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

Baldwin Wallace University

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

If Yes, list all holders of a mortgage lien. _____

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

If Yes, list all holders of a security interest. _____

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 September 1, 2013 between PNC Bank and University.

University: William M. Reniff

PNC Bank: [Signature]

EXHIBIT B
Intentionally omitted

EXHIBIT C
Intentionally omitted

EXHIBIT D

UNIVERSITY MARKS

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

<http://www.bw.edu/quickfacts/brand/images>

EXHIBIT E

PNC BANK MARKS

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



® (Powerlink Logo)

PNC Bank

PNC Advisors

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

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

EXHIBIT F

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this "Web Agreement"), is effective as of the 1st day of September 2013, ("Effective Date"), and entered into by and between is entered into by and between Baldwin Wallace University, a state assisted institution of higher education organized and operated under the laws of the State of Ohio, having offices at 275 Eastland Road, Berea, Ohio 44017, ("University"), and PNC Bank, National Association, a national banking association, ("PNC Bank"). This Web Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Banking Services Agreement"). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

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

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

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

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

1. DEFINITIONS

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

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

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

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

2. TERM AND TERMINATION

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

3. GRANT OF LICENSE

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

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

4. WARRANTIES

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

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

[SIGNATURE PAGE TO FOLLOW]

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

UNIVERSITY

By: William M. Reniff

Name: William M. Reniff

Title: V.P. Finance

Date: 9/10/13

PNC BANK, NATIONAL ASSOCIATION

By: Nickolas Certo

Name: Nickolas Certo

Title: Senior Vice President

Date: 9-8-2013

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

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



® (Powerlink Logo)

PNC Bank

PNC Advisors

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

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

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

The University marks, logos and other graphics that are licensed under the terms of this Web Linking Agreement reside in the following URL:

<http://www.bw.edu/quickfacts/brand/images>

