For the convenience of our students, the University of Delaware has contracted with PNC Bank to provide certain banking services. As such, PNC Bank has been authorized to use the University’s logo and certain other proprietary information in connection with this program. Any royalties generated are used to support initiatives that promote student development.
UNIVERSITY BANKING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 15th day of June, 2010 ("Effective Date"), and by and between the University of Delaware, a state institution of higher education organized and operated under the laws of the State of Delaware, having offices at 222 South Chapel Street, Newark, Delaware 19716 ("University") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank").

This Agreement 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 transaction deposit account including by way of example only and not in limitation of the foregoing, free student checking, Student Virtual Wallet™, and WorkPlace checking, with PNC Bank that is opened under the Program.

b. "Affiliate" shall mean, with respect to either party hereto, any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with PNC Bank or University; "control" shall mean the power to direct the management of the affairs of the entity; and "ownership" means the beneficial ownership of more than 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. "Campus" shall mean University’s Newark, Delaware campus but specifically excludes that part of the campus commonly known as the Newark Assembly Plant and the MOPAR Parts Distribution Center, consisting of real property comprising approximately 271 acres in New Castle County, Delaware.

e. "Constituents" shall mean University’s students, faculty, and staff collectively.

f. "Financial Services" shall mean the following financial services to be offered by PNC Bank to Constituents hereunder as part of the Program: presenting financial
seminars; establishing and operating an Electronic Financial Services Facility ("EFSF"); offering debit card functionality for the University ID Card to access Accounts; opening new Accounts; opening new savings, certificates of deposit, Money Market and/or individual retirement accounts, but shall in no event include solicitation of credit cards. The debit card functionality added to the University ID Card shall include point-of-sale debit and ATM transactions. Financial Services shall include the products in Exhibit D attached hereto. PNC Bank reserves the right to change the products from time to time. Except for those ATMs that may be located within the EFSF, any ATMs hereunder shall be provided pursuant to a separate Master License Agreement, Exhibit A, which is attached hereto and incorporated herein.

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

h. "Graduate List" shall mean a list of those students who have graduated during each semester of the Term.

i. "Mailing List" shall mean a list of all of the faculty and staff. This list shall be used by the University to mail PNC Bank’s Program material. The Mailing List shall not to be provided to PNC Bank.

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

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

l. "Program" shall mean the Financial Services offered by PNC Bank to Constituents hereunder, as well as the additional commitments of PNC Bank hereunder.

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

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

o. "Student List" shall mean a list of currently enrolled students at the University, both undergraduate and graduate levels. This list shall be used by the University to mail PNC Bank’s Program material. The Student List shall not to be provided to PNC Bank.

p. "University ID Card" shall mean the UD#1 ID card owned and issued by the University, or such other identification card issued by University, even if the designation "UD#1 ID card" is renamed at a later date.
q. “University Marks” shall mean any designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by University and 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 1, 2017 ("Initial Term") unless sooner terminated as otherwise provided herein. The University may renew this Agreement for up to three (3) successive terms of one (1) year each (each a “Renewal Term”). The Initial Term and each Renewal Term may be referred to herein as a “Term”.

3. ROYALTY, PAYMENT TERMS

a. Each January of the Term, beginning with January, 2011, the parties shall conduct an annual review of the performance of the applicable year of the Program, with Program Goals stated as three thousand (3,000) new student accounts for each of the first seven years of the Term and seventy-five (75) new faculty and staff accounts for each of the first seven years of the Term. In the event the parties agree to extend the Term for an additional three (3) years, these goals shall be applicable to each of the additional years.

Account numbers are based on a calendar year. Program Goals may be adjusted by mutual consent.

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 (c) below. In the event that University attains the Program Goal (i.e. 3,075 new accounts “Total Goal”) for a calendar year as specified in paragraph (a) above, PNC Bank will pay to University the following Royalty:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$100,000</td>
</tr>
<tr>
<td>2</td>
<td>$100,000</td>
</tr>
<tr>
<td>3</td>
<td>$125,000</td>
</tr>
<tr>
<td>4</td>
<td>$200,000</td>
</tr>
<tr>
<td>5</td>
<td>$225,000</td>
</tr>
<tr>
<td>6</td>
<td>$225,000</td>
</tr>
</tbody>
</table>
7 $225,000
8 $225,000
9 $225,000
10 $225,000

PNC Bank shall also pay University a one time signing bonus in the amount of one hundred and twenty five thousand dollars ($125,000).

The maximum possible bonus and Royalty payments under this Agreement for the full ten year Term is:

| TOTAL | $2,000,000 |

c. In the event University fails to achieve the Program Goals by category as stated in subsection 3(a), but achieves the total Program Goal of 3,075 new accounts in any year of the Term, PNC Bank shall pay University as set forth in this Section 3.
d. Notwithstanding paragraph (b) above, in the event that University does not attain the Total Goal 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 (i) an amount equal to the Royalty stated in paragraph (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 Total Goal for that calendar year; or (ii) an amount equal to fifty percent (50%) of the Royalty stated in paragraph (b) for the first year of the Term and (iii) sixty percent (60%) for each remaining year of the Term.
e. For any calendar year in which the Program Goal is exceeded by five percent (5%) or more, the Royalty will be increased by ten percent (10%) for such calendar year.
f. Annual Royalties will be paid no later than the last day of February of the year following the calendar year to which the payment relates.
g. The signing bonus shall be paid no later than forty five (45) days after the Agreement is fully executed.
h. The University’s failure to meet the goals for each category delineated above, shall not adversely affect its ability to receive payments set forth in this Section 3 for any year in which the Total Goal is met.
i. All payments made by PNC Bank hereunder shall be by ACH sent to the account designated in writing by University.
(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, who fulfills obligations hereunder for such 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 including such rules and regulations as are presently set forth in Exhibit B hereof. University shall promptly update Exhibit B from time to time, or otherwise notify PNC Bank in writing, of any modification to its rules and regulations.

(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) Promote the availability of the Program to the Constituents as mutually agreed with PNC Bank and University including publicizing PNC Bank’s status as established under this Agreement;

(b) Permit PNC Bank the right to market the Program and Financial Services to Constituents;

(c) Provide a University officer as a signatory to a letter of introduction to Constituents authored by PNC Bank which names PNC Bank and explains the Program. All such letters shall be subject to the prior consent of the University which consent shall not be unreasonably withheld, conditioned or delayed;

(d) Distribute marketing materials provided by PNC Bank for the Program to Constituents on a mutually agreed upon frequency;

(e) Designate PNC Bank as the only entity permitted to link the University ID Card to deposit accounts other than the University itself, which will maintain the current UD# 1 Card Program and the University ID Card as a non-bank sponsored or issued card;

(f) On or before the Effective Date, terminate the authorization for Wilmington Savings Fund Society to link its accounts to the University ID Card;

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

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

(i) Make available the following exclusive marketing rights for the Program:

Students:

- Permitting on-campus tabling in approved sales and solicitation areas by PNC Bank at University events such as freshmen orientations, student fairs, etc.
- Direct mailings by the University, at PNC Bank’s expense, at least twice per year, to the University or home addresses of incoming students
- Mailings by the University, at PNC Bank’s expense, to the Student List at the beginning of each quarter or semester, as applicable
- Permitting on campus promotions, and giveaways in approved sales and solicitation areas sponsored by PNC Bank
- Permitting the distribution by PNC Bank of Program communications in approved sales and solicitation areas (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

- Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings
- Promoting agreed upon student events to be sponsored by PNC Bank
- Providing a web link from University’s campus services web areas on the University’s web site to a customized site at www.pnc.com/udel and www.pnc.com/udel/apply (online application)
- Permitting the use of intra-campus mail from time to time for the distribution by PNC Bank of mutually agreed upon Program communications approved bearing University Marks in writing in advance by University (which approval shall not be unreasonably withheld, conditioned or delayed)
- Permitting the establishment of agreed upon on-campus financial seminars from time to time, the subject matter of which will be pre-approved by University which approval shall not be unreasonably withheld, conditioned or delayed
- Providing PNC Bank priority positioning in approved sales and solicitation areas for tabling events throughout the year
- Providing PNC Bank with a copy of the Graduate List within forty five (45) days of each graduation throughout the calendar year

Faculty/Staff:

- Distributing materials about the Program at new hire orientations and, in response to PNC Bank’s requests, approve the presence of PNC Bank representatives at new hire orientations, which approval shall not be unreasonably withheld, conditioned or delayed
- Permitting on campus promotions, giveaways, and other special marketing events sponsored by PNC Bank
- Permitting on-campus tabling by PNC Bank at University events including but not limited to benefit-related fairs, direct deposit fairs, etc.
- Mailing PNC Bank Program material on a semi-annual basis at PNC Bank’s expense, to faculty and staff
- Permitting PNC Bank’s presenting agreed upon on-campus financial seminars from time to time with individual University departments
- Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings
- Permitting the use of intra-campus mail from time to time for distribution by PNC Bank of mutually agreed upon Program communications approved in writing in advance by University, which approval shall not be unreasonably withheld, conditioned or delayed
- Advertising by PNC Bank in University publications and mailings at agreed-upon fees
- Providing a Web link from University’s Human Resources web site and other key areas on the University’s web site to a customized site at www.pnc.com/wpb/udel
(j) Consider requests by PNC to increase, decrease or relocate ATMs on campus once each year after an annual assessment of ATM transactions.

(k) 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 way of example and not in limitation of the foregoing, proposals and presentations to other potential clients;

(l) Grant PNC Bank exclusive ATM deployment privileges on campus for a minimum of twelve (12) ATMs as of the Effective Date. Three (3) of the ATMs shall be located in the EFSF. The ATMs in the EFSF shall be governed by the provisions of the terms and conditions of that certain Lease Agreement between PNC Bank and University and entered into contemporaneously with this Agreement (“Lease”), which is attached hereto as Exhibit G and incorporated herein by this reference. The remainder of the ATMs and any additional ATMs deployed by PNC Bank during the Term (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. Notwithstanding the foregoing, it is expressly understood and agreed by the parties that, as of the Effective Date, two ATMs owned and maintained by vendors other than PNC Bank (the “non-PNC ATMs”) exist in Smith Hall and will remain in their present locations or be relocated within Smith Hall, at University’s sole option, during the Term of this Agreement. At such time as the ATM agreements applicable to these two ATMs are to be renewed or terminated, University shall extend to PNC Bank the right to bid on deploying ATMs to replace the non-PNC ATMs.

(m) 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 Newark, Delaware 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 or a surcharge increase hereunder that is applicable only to University’s Constituents or only to ATMs located on the University’s campus;

(n) Agree that, in the event University constructs new buildings during the Term on the University’s Campus, PNC Bank’s exclusive rights regarding the deployment of ATMs shall apply to such newly constructed buildings. Notwithstanding the foregoing, in the event the new construction is subject to a donor agreement, and such donor deploys ATMs in the ordinary course of its business, then such donor may install ATMs in such newly constructed building. Except for University’s reservation of right to solicit bids for the deployment of replacement ATMs for the non-PNC ATMs presently existing in Smith Hall, as
discussed in paragraph 6(l) above, University agrees that there is no other circumstance under which a non-PNC Bank ATM may be deployed on campus, inclusive of buildings constructed after the Effective Date hereof.

(o) Upon written request of PNC Bank, provide any Constituent information to PNC Bank that is permissible under the provisions of the Family Educational Rights and Privacy Act without the requirement to obtain prior authorization of the subject of the information.

(p) To enable the linking of the University ID card:

- Encode track 2 of the magnetic stripe on the back of each University ID Card to enable the University ID Card to function as a debit card with Accounts;
- Add a disclosure statement printed on the back of each University ID Card to read as follows, “ATM function requires a linked PNC Bank deposit account”;
- Permit logos to be printed on each University ID Card as required by PNC Bank or its vendors including the names Star®, Plus and PNC Bank; and
- Display the issued University ID Card number on the front of the University ID Card.

7. COMMITMENTS OF PNC BANK:

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

(a) Offer the Program to Constituents;

(b) Spend a minimum of $10,000 each year of the Term to market the Program, which marketing 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;
- At PNC Bank’s sole cost and expense, marketing to Constituents through mailings, advertisements in University publications, e-mail, tabling at new student orientation and similar events;
- Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa check card which will allow point of sale and ATM transactions everywhere the Visa® logo is displayed;
• Linking the University ID Card to Accounts;
• Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;
• Providing University with a quarterly report of new Accounts opened;

(c) Make a capital investment to University for the EFSF in the amount of $190,000.00.
(d) Make a capital investment for twelve (12) new ATM machines to be deployed on campus at a cost to PNC of $236,256.00.

(e) Establish and operate the EFSF pursuant to the terms and conditions of Exhibit F.

(f) Provide at least one on-site branch customer services representative in the EFSF to assist Constituents with routine customer service matters such as account questions, new account requests and account maintenance.

(g) Offer to Constituents Accounts as set forth on Exhibit C. Provide University with notice prior to changing or withdrawing any product offering on Exhibit C.

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

(i) Offer surcharge free ATMs in the EFSF for the first year of the Term.

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 for the first two years;

(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) Engage in good faith discussions to determine a methodology to enable a Program participant to transfer funds between an Account and that Program participant’s University Card account; and

(v) Execute each agreement that constitutes an Exhibit hereto and which shall be incorporated herein.
(b) University shall have the right to require PNC Bank to install additional ATMs during the Term in accordance with the following schedule:

2010 and 2011 0 additional ATMs
2012, 2013 and 2014 2 additional ATMs
2015 and 2016 1 additional ATM

In the event the University has not requested installation of the two (2) additional ATMs during 2012-2014, it may request installation of the remaining unused committed ATMs in the years 2015 and/or 2016 for a total of three (3) additional ATMs during the Term.

(c) Notwithstanding the stated Effective Date, the parties agree that the marketing activities set forth in Sections 6, 7 and 8 hereof, may commence as of May 1, 2010.

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 Delaware, 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. Such policies shall contain a provision that the insurance shall not be cancelled without thirty (30) days prior written notice to University. If PNC Bank fails to maintain any of this insurance, University shall have the right, but not the obligation, to purchase any such insurance at PNC Bank’s expense. It is understood and agreed that PNC Bank’s insurance applies on a “primary” basis with respect to the performance of any of PNC Bank’s rights or obligations hereunder.

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

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

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

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

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

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

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

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

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

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

(b) PNC Bank represents and warrants as of the Effective Date and during the Term of this Agreement that:
(i) PNC Bank is a national banking association organized, validly existing and in good standing under the laws of the United States, and is FDIC insured, and has the requisite corporate power and authority to enter into this Agreement;

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

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

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

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

(vi) In its performance and activities hereunder, including but not limited to its creation and provision of the marketing and advertising materials used by PNC Bank to generate applications, 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 approval shall not be unreasonably withheld, conditioned or delayed. Written approval shall be provided within ten (10) business days of the request by PNC Bank.

12. ADVERTISING, PROMOTION AND RELATED ACTIVITIES

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

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

(d) In addition to the provisions of Section 6, University shall provide PNC Bank access to such University resources as may be appropriate and necessary to promote the Program and the Financial Services in appropriate mailings and other applicable media that are provided to incoming and returning Constituents as mutually agreed upon. Notwithstanding the foregoing, University shall permit the annual mailing of 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 or trustees;

(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 or trustees, 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 party 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 party 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. 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, 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 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**

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. Neither party shall have any obligation to pay taxes related to the opposite party’s operations or conduct of its business (including its 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, then 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) University may terminate this Agreement at any time by providing at least one hundred eighty (180) days prior written notice to PNC Bank of its intent to terminate. Upon exercising the foregoing right, University shall have been deemed to forfeit any additional payments to be made by PNC Bank to University that would have been due and payable after the effective date of the termination of this Agreement. Moreover, the University shall reimburse PNC Bank for its capital expenditures, as contained on PNC Bank’s books, made to further its performance under this Agreement, less an amount equal to the depreciation of such capital expenditures taken up to and including the effective date of termination of this Agreement.

18. **CONFIDENTIALITY**

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

(b) Notwithstanding the foregoing, either party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or pursuant to an 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 controls) as it employs to avoid disclosure of its own confidential and valuable information and the parties shall have appropriate policies and procedures in effect to (a) ensure the security and confidentiality of the Confidential Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, and (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the parties or their customers or Constituents.
19. **ENTIRE AGREEMENT**

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

20. **AMENDMENT**

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

21. **FORCE MAJEURE**

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control or without its fault or negligence, such as acts of God, acts of civil or military authority, government regulation, embargoes, 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 Delaware 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 Delaware 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:

University of Delaware

Asst Vice President for Treasury Services

220 Hullihen Hall

Newark, DE 19716

With a copy to:

University of Delaware

Office of the General Counsel

124 Hullihen Hall

Newark, DE 19716

If to PNC Bank, then to:

PNC Bank, National Association

One PNC Plaza

249 Fifth Avenue, 20th Floor

Pittsburgh, Pennsylvania 15222

ATTN: Manager, University Banking
With a copy to:

PNC Bank, National Association
One PNC Plaza
249 Fifth Avenue
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.

27. PARITY

The terms and obligations set forth in this Agreement are comparable to the terms and obligations of other agreements between PNC Bank and similarly situated universities.

28. WAIVER

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

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

30. **COUNTERPARTS**

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

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

---

**PNC Bank, National Association**  
(“PNC Bank”)

**By:**  

**Name:** Brian Tymar  
**Title:** Vice President  
**Date:** Jan 18, 2010

---

**University of Delaware**  
(“University”)

**By:**  

**Name:** Scott R. Douglass  
**Title:** Executive VP and University Treasurer  
**Date:** Jan 19, 2010
EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
Applicable University Policies and Rules

EXHIBIT C
Account Terms and Offers

EXHIBIT D
Web Linking Agreement

EXHIBIT E
University Marks

EXHIBIT F
PNC Bank Marks

EXHIBIT G
Electronic Financial Services Facility Lease
EXHIBIT A

ATM MASTER LICENSE AGREEMENT

THIS ATM MASTER LICENSE AGREEMENT ("ATM Agreement") is entered into by and between the University of Delaware ("University"), and PNC Bank, National 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 "Banking Services Agreement"). Capitalized terms used in this ATM Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

WHEREAS, University and PNC Bank have entered into the Banking Services Agreement pursuant to which PNC Bank has agreed to provide Banking Services, including ATM(s), to University’s Constituents; and

WHEREAS, the parties agree that the ATM(s) shall be subject to the terms of the Banking Services Agreement, this ATM Agreement and the specific Licenses (as defined below),

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

1. LICENSE

PNC Bank and University shall from time to time enter into licenses, each such license to be in the form which is attached hereto as Schedule A, which is a supplement to this ATM Agreement and which, when executed, shall constitute a License ("License") to cover such ATM(s) and to contain such special provisions respecting terms, covenants, conditions and provisions as PNC Bank and University may agree. Each such License shall, in addition to its special provisions, incorporate by reference all of the terms, conditions, covenants and provisions of this ATM Agreement and the Banking Services Agreement, as applicable.

2. Grant of License

University hereby grants to PNC Bank the right, upon the terms and conditions hereinafter set forth, to install, maintain, service, repair, replace, operate and remove ATM(s), together with related Equipment and Installations (as defined in Section 5 hereof) on real property owned by the University ("University Property") at the location(s) (the "Locations") set forth in the Licenses.
3. **Location of ATM(s)**

The ATM(s) shall be located within or about such Locations as the parties may mutually agree. The initial Locations will be as indicated in the Licenses. The ATM(s), together with related Equipment and Installations, may be removed or relocated only upon the mutual agreement of the parties. Notwithstanding the above, an ATM may be moved temporarily for security reasons, building renovation or construction, or in the event of fire, casualty, riot or other emergency, provided that University uses reasonable efforts to promptly notify PNC Bank of such event, and to protect the security of the ATM(s) in accordance with University’s customary security standards used for its facilities generally.

4. **ATM(s)**

(a) PNC shall install a minimum of nine (9) ATMs under this ATM Agreement. Each of the ATM(s) installed shall perform cash withdrawals, transfers and balance inquiries.

(b) All ATM(s) subject to this ATM Agreement will have the ability to be upgraded to provide additional capabilities as the parties may mutually agree from time to time, including, without limiting the foregoing, the ability to display screen graphics approved by University. PNC Bank shall have the right, with University’s approval, not to be unreasonably withheld, conditioned or delayed, to substitute a different make, model or type of ATM from time to time.

(c) The parties have agreed that the ATM deployed in Perkins Hall shall be an advanced function ATM that will accept deposits, in addition to performing the standard ATM cash dispensing functions.

5. **Installations**

(a) PNC Bank shall, using its own independent contractors, at its own expense, and in accordance with all applicable building codes, permits, tax rules, and laws such as the Pennsylvania Prevailing Wage Act, install at the Locations in accordance with the agreed upon plans (the “Plans”):

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

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

(iii) such wiring, connections, and hook-ups as are required to connect the ATM(s) to the dominant regional ATM network (the “Installations”).
(b) University shall permit PNC Bank to install the ATM(s) and related Equipment and Installations as follows:

(i) At the Locations mutually agreed upon;

(ii) In any instance in which approval must be obtained from a third party prior to an Installation hereunder, the parties shall cooperate in good faith to determine the most expedient and equitable process by which to secure such approval in a timely manner and use commercially reasonable efforts to promptly execute such process.

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

(iv) Upon termination or expiration of this ATM Agreement, PNC Bank shall, within thirty (30) days of such termination or expiration, remove the ATM(s) and all portions of the related Equipment and Installations not installed within utility company conduits or rights of way or within the walls, floors or ceiling of the Locations and may, at its option, remove any other portions of the related Equipment and Installations, provided that PNC Bank shall cap all pipes and conduits and restore any damage to the Locations caused by such removal and restore the Locations to their condition immediately prior to the time the ATM(s) were installed, reasonable wear and tear excepted.

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

6. **Title**

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

The operation, servicing, maintenance and repair of the ATM(s) and the related Equipment and Installations shall be under the sole control of PNC Bank and its agents, employees and independent contractors. University shall permit reasonable access to the ATM(s) 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.

University will:

(a) pay for the electricity usage by the ATM(s) and install the necessary outlets and connections, if required, at its expense;

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

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

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

8. **COVENANTS**

(a) University hereby covenants as follows:

(i) it shall not use or permit the use of the PNC Bank Marks without prior approval of PNC Bank and subject at all times to PNC Bank’s policies concerning use of such marks;

(ii) it shall use and permit the use of the ATM logos only in compliance with the requirements of the holders of rights in such logo; and

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

(b) PNC Bank hereby covenants as follows:
(i) its ATM(s) will (A) comply with the requirements of the Americans with Disabilities Act in ensuring that the ATM(s) are readily useable by disabled persons; (B) remain technologically current and that PNC Bank’s product offerings will reflect advances in the industry; (C) will be upgraded to permit the display of on-screen messages which have been previously approved by University; and (D) be of high quality and attractively maintained; and

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

9. **Certain Rights of the Parties**

(a) PNC Bank reserves the right to impose a surcharge on users of its ATMs that are not PNC Bank cardholders. However, in no event, shall such surcharge exceed the surcharge imposed at PNC branches in the Newark, Delaware area.

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

(c) University will terminate any and all contractual arrangements for the [twelve][nine] non-PNC Bank ATMs being replaced by PNC, as referenced in paragraph 4(a) herein, at the earliest termination date of the respective contractual arrangement after the Effective Date of this ATM Agreement;

(d) During the Term of the Banking Services Agreement, PNC Bank will have the right to install or operate ATMs on University Property as set forth in Sections 6 and 8 of the Agreement.

10. **Performance; Warranty**

PNC Bank warrants that the ATM(s) in the Locations shall be fully operational 96% of the time, unless operation is prevented by Force Majeure. Upon request from University, PNC Bank shall provide University with quarterly reports of the performance of the ATM(s).

11. **Security**

(a) University shall maintain security at University Locations in accordance with the standards for security generally at University’s facilities; however, by providing such security University shall not be deemed to have any responsibility for the ATM(s) beyond that which is specifically set forth herein. Except as otherwise provided herein, all costs and expenses incurred in connection with such security measures shall be borne by University.
(b) University shall notify PNC Bank of any damage to the Locations which adversely affects the operation or security of the ATM(s), and University agrees to make at its expense such reasonable repairs to the Locations as shall be necessary to correct such adverse effects.

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

12. INSURANCE, INDEMNITY AND LOSS

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 ATM(s) and related Equipment and Installations in such amounts and in such form and content and by such insurance company reasonably acceptable to University.

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

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

13. TERM AND TERMINATION

The term of this ATM Agreement shall run concurrently with the Term of the University Banking Services Agreement,
IN WITNESS WHEREOF, intending to be legally bound, the parties have duly executed this Master License Agreement as of the Effective Date.

PNC Bank, National Association

By: [Signature]
Name: [Signature]
Title: Vice President

UNIVERSITY OF DELAWARE

By: [Signature]
Name: [Signature]
Title: Executive VP and University Treasurer
SCHEDULE A

Prototype: Actual schedules be completed when
ATM sites have been identified.

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

1. Location for Installation of an ATM:

2. University’s Interest in Location:

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

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

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated ______________, 2010 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 Installation of an ATM:

   Perkins Lobby – outside bookstore

2. University’s Interest in Location:

   Owner

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

   University

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

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated___________, 2010 between PNC Bank and University.

University: _____________________________

PNC Bank: _____________________________
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:**
   Christina Commons - lobby

2. **University’s Interest in Location:**
   Owner

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

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

5. **Other:**

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated___________, 2010 between PNC Bank and University.

**University:**

[Signature]

**PNC Bank:**

[Signature]
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:**
   Rodney Market

2. **University's Interest in Location:**
   Owner

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

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

5. **Other:**

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated_____________, 2010 between PNC Bank and University.

**University:**

[Signature]

**PNC Bank:**

[Signature]
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:
   Perkins – through the outside wall

2. University’s Interest in Location:
   Owner

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

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

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated___________, 2010 between PNC Bank and University.

University: ______________________

PNC Bank: ______________________
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:**
   Pencader Dining Hall – lower level

2. **University’s Interest in Location:**
   Owner

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

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

5. **Other:**

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated________________, 2010 between PNC Bank and University.

**University:**

**PNC Bank:**
SCHEDULE A-6

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:
   Rust Ice Arena - lobby

2. University’s Interest in Location:
   Owner

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

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

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated ______________, 2010 between PNC Bank and University.

University: ____________________________

PNC Bank: ________________________________
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:**
   Trabant Center – Delaware Avenue entrance

2. **University’s Interest in Location:**
   Owner

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

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

5. **Other:**

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated ______________, 2010 between PNC Bank and University.

University: [Signature]

PNC Bank: [Signature]
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:
   Marriott Courtyard Hotel at University of Delaware - lobby

2. University’s Interest in Location:
   Owner is wholly owned by University

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

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

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated __________, 2010 between PNC Bank and University.

University: 

PNC Bank: 

40
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:**
   
   Bob Carpenter Center - lobby

2. **University’s Interest in Location:**
   
   Owner

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

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

5. **Other:**

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated__________, 2010 between PNC Bank and University.

University: [Signature]

PNC Bank: [Signature]
EXHIBIT B

Applicable University Policies and Rules

The Applicable University Policies and Rules may be found at:

http://www.udel.edu/responsibleconduct/
EXHIBIT C

WEB LINKING AGREEMENT

This Web Linking Agreement (this "Web Agreement") is entered into by and between the University of Delaware ("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 webservice 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.

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 Exhibit F to the Agreement.

   (b) Subject to the provisions of Section 6(h) of the Agreement, University grants to PNC Bank a limited, nonexclusive and nontransferable license to use University’s Marks as set forth on the attached Schedule B, for the sole and limited purpose of providing a Hyperlink between University Website and PNC Bank Website. PNC Bank agrees that it will comply with all of the requirements and restrictions set forth on Exhibit E to the Agreement.

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

PNC BANK, NATIONAL ASSOCIATION

By:  
Name:  
Title:

UNIVERSITY OF DELAWARE

By:  
Name:  
Title: Executive Vice President and University Treasurer
EXHIBIT D
ACCOUNTS TERMS AND OFFERS

PNC's University Banking Program includes all of the necessary products to support the needs of students and their parents, faculty and staff. Below is an outline of each of the products and services to be offered to constituents of the University of Cincinnati. PNC reserves the right to change, alter, or eliminate any product, or the features of any product, at any time.

Student Banking Program

PNC offers your students a choice of checking account options, all of which enable them to take advantage of the following valuable features and benefits:

• Free account access at over 3,900 PNC Bank ATMs. With the acquisition of National City Bank, PNC customers now have free access to over 6,400 ATMs.
• Free External transfers into or out of your PNC Bank accounts to other financial institutions – great way for parents to send money to their child when they may not be within the PNC footprint. PNC’s Money from Home provides various free options for parents to send money electronically into their student’s checking account.
• Free Online Statements – access your account statements via the web and review and print past statements for up to 18 months.¹
• Free Online Banking² and Bill Pay for checking balances, paying bills, viewing recent transactions, transferring funds³ even changing addresses.
• Free Mobile Banking
• Free PNC VISA® Check Card that can be used at ATMs and to make purchases wherever VISA® is accepted.
• One free incoming international or domestic wire transfer into the checking account per monthly billing cycle.
• Courtesy Overdraft – One courtesy overdraft fee waiver on your first overdraft/non-sufficient funds event occurring during the first 12 months after opening your account.
• Customer Service, 7 days a week from 6 AM – Midnight at a special number for students, 1-877-PNC-1000, or 24 hours a day at www.pnc.com/studentbanking.
• Unlimited PNC Bank ATM transactions
• Free Auto Alerts: e-mail notification when an account falls below a predetermined dollar amount (optional service).

Student Checking Account Options:
Free Checking

• Free Checking with no minimum balance requirement and no monthly service charge.
• Free PNC/ co-branded VISA® Check Card that can be used at ATMs and to make purchases wherever VISA® is accepted.
• Global ATM Usage.¹ Monthly reimbursement of ATM fees charged by PNC Bank AND other banks for using non-PNC ATMs during any month when your average monthly balance is $2,000 or more.

¹ PNC Bank charges apply for use of another financial institution or ATM operator’s ATMs. Additionally, other financial institutions or ATM operations may charge for using their ATMs. PNC will reimburse these fees at the end of each statement cycle where the average monthly balance in the Free Checking Account is $2,000 or more. Fees for Savings or Money Market ATM transactions will not be reimbursed, regardless of the account balance.

² There may be a fee for certain services offered through Online Banking. Please see our Consumer Schedule of Service Charges and Fees. Image and Copies, for more information.

³ Statement history begins with statements dated after 1/01/06. A fee may be charged if a paper statement is requested in addition to the online statement for an account.
4. A Federal regulation limits the number of transfers that may be made from a savings or money market account. Please see our Consumer Schedule of Service Charges and Fees for additional information.

5. A “qualifying purchase” is any signature-based purchase, Internet purchase, telephone or mail order purchase or automatic bill payment made with an enrolled VISA® Check Card, which is processed and submitted through VISA® USA, Inc.

Member FDIC

Virtual Wallet™ – Student Edition

Virtual Wallet Student is leading edge solution made up of three distinct accounts combined to form one integrated solution. It empowers students to interact with their money on their own terms – providing a “front-row, high definition” view of their money that will help achieve quick financial wins and reach long term savings goals. Virtual Wallet is primarily designed to meet the financial lifestyles of the Gen Y (18-34 yr. olds), tech-savvy individuals or anyone who banks like them – primarily online.

<table>
<thead>
<tr>
<th>Spend</th>
<th>Reserve</th>
<th>Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>No minimum balance</td>
<td>No minimum balance</td>
<td>No minimum balance</td>
</tr>
<tr>
<td>No monthly service charge</td>
<td>No monthly service charge</td>
<td>No monthly service charge</td>
</tr>
<tr>
<td>Unlimited transfers into and out of account</td>
<td>$1.00 minimum daily balance to obtain APY</td>
<td>$.01 minimum daily balance to obtain APY</td>
</tr>
<tr>
<td>Virtual Wallet or co-branded check card</td>
<td>Unlimited transfers into and out of account</td>
<td>Higher interest rate for balances under $25,000</td>
</tr>
<tr>
<td>Free 30-pack of checks</td>
<td>Free overdraft protection transfers</td>
<td>Free overdraft protection transfers</td>
</tr>
<tr>
<td>3 free checks processed per statement cycle - $0.50 per check after</td>
<td>No minimum on overdraft protection transfers</td>
<td>No minimum on overdraft protection transfers</td>
</tr>
<tr>
<td>Free overdraft protection set-up</td>
<td>Not designed for check writing</td>
<td></td>
</tr>
<tr>
<td>Free overdraft protection transfers</td>
<td>$.50 for each check processed</td>
<td></td>
</tr>
<tr>
<td>Non-PNC ATM foreign fee and surcharge rebate with $2,000 avg combined balance</td>
<td>Online bill payments cannot be scheduled from this account</td>
<td></td>
</tr>
<tr>
<td>1 Free incoming wire each month</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Free AutoAlerts** – a default feature that insures that students can take accountability for their cash use and availability of funds
- **Quick view** – provides a high-level summary of the customer’s account, including:
  - Money Bar
  - Current balances
  - Messages
  - Bill reminders
  - Calendar of upcoming week
  - Spending overview from previous week
  - Five most recent transactions
- **Reserve Items** – Allows customers to set money aside within their Reserve account for future expenses.
• Spending Overview – Allows customers to graphically see where they spend money each month, by category

• Free PNC Virtual Wallet/ co-branded VISA® Check Card that can be used at ATMs and to make purchases wherever VISA® is accepted.

• Send Money – customers can transfer money electronically to trusted friends and family where they bank, even if they are NOT named on the account

• “Punch the Pig” – A savings engine in which the customer chooses the amount and frequency; they also can design their own Pig avatar and Pig tone

• Reimbursements – Allows customers to ask their parents, or anyone else, to pay them back for something they’ve purchased, such as school books or meals. Selecting transactions from the transaction list and clicking on the Reimbursement button will create an e-mail with a digital receipt.

• Parent Alerts – allows multiple e-mail addresses on a single alert, parents or others can receive the same account alerts that students receive, even if they are not a joint account owner

• Calendar including school events and image – the calendar will have the same money management reminders as Virtual Wallet, but will also include key school events and a school-specific image.

“Money From Home” and other Parent Features

Over the years, PNC has learned that one of the true values of our University Banking Program is to make the lives of parents easier when it comes to banking, especially when the parent may live far away or outside of the PNC footprint. That’s why we created "Money From Home" options. PNC’s “Money from Home” feature provides various options for parents to send money electronically into their child’s checking account. As a joint account holder, parents can transfer funds into or out of the students PNC checking account electronically through PNC’s online banking system. A transfer can be performed from another PNC deposit account, or from accounts at other financial institutions, 24 hours a day, 7 days a week. Fast, effortless, and free. The parent can choose how much they want to send and how often they want the transfer to occur: weekly, monthly, one time only. Additionally, transfers can also be completed via free incoming wire transfers, branch and ATM deposits, and more.

WorkPlace Banking Program for Faculty, Staff, and Administrators

The WorkPlace Banking program offers your employees a choice of checking account options, all of which enable them to take advantage of the following valuable features and benefits:

• Free Global ATM Usage¹ for Performance and Performance Select Account. Non-PNC Bank charges are reimbursed for Free Checking Accounts that maintain an average monthly direct deposit of $400 or more.

• Free PNC co-branded VISA® Check Card that can be used at ATMs and to make purchases wherever VISA® is accepted.

• First 30 checks free.

• Free account access at over 3,900 PNC Bank ATMs¹; over 6,400 with the acquisition of National City Bank.

• Free Online Statements – access to account statements via the web with the ability to review and print past statements for up to 18 months.²

• Free Online Banking³ and Bill Pay for checking balances, paying bills, viewing recent transactions, transferring funds,³ even changing addresses.

• Free External Fund Transfers into or out of your PNC Bank accounts from other financial institutions.
• Free enrollment in the VISA® Extras Rewards Program or similar programs: earn points toward valuable rewards by making qualifying purchases with your enrolled PNC Bank VISA® Check Card or using account features like Direct Deposit or Online Bill Pay.
• Special Product Offers and Promotions.
• Free Consultations for Retirement Planning, Education Planning and more.
• Free PNC Directions magazines and special supplements offer practical financial information.
• Access to WorkPlace Banking Customer Service, 7 days a week from (6 AM – Midnight EST – call 1-888-PNC-Bank)

WorkPlace Checking Account Options:
Free Checking
• No minimum balance requirement and no monthly service charge.
• Free Savings Account for 1 year with a $25 minimum auto transfer from PNC checking account
• Special Product Offers and Promotions
• Free Consultations for Retirement Planning, Education Planning and more.

Performance Checking
• No monthly service charges with average monthly balance of $2,000 or more.
• Tiered interest rates paid on balances.
• Automatic reimbursement of fees charged for using non-PNC ATMs.¹
• Bonus rates on select PNC Bank CDs and IRA CDs.
• Free Identity Theft Reimbursement Insurance – up to $5,000.⁷
• Interest rate discounts on PNC Bank loans and lines of credit with direct debit of payment from a PNC checking account. Loans subject to credit approval.
• Annual fee waived on PNC Bank lines of credit.

Performance Select Checking
• No monthly service charge with average monthly balance of $10,000 or more.
• Tiered interest rates paid on balances.
• Free domestic wire transfer.
• Up to nine free additional checking accounts; monthly balances on all accounts count toward the 10,000 average monthly balance requirement.
• Up to five free Money Market or Savings accounts.
• Automatic reimbursement of fees charged for using non-PNC ATMs.¹
• Bonus rates on select PNC Bank CDs and IRA CDs.
• Free Identity Theft Reimbursement Insurance – up to $10,000.⁷
• Free overdraft protection.
• Interest rate discounts on PNC Bank loans and lines of credit with direct debit payment from a PNC checking account. Loans subject to credit approval.
• Annual fee waived on PNC Bank lines of credit.

¹ For Performance and Performance Select accounts there is no charge from PNC Bank for using non-PNC ATMs and we will automatically reimburse other banks’ surcharges. For Free Checking Accounts, PNC Bank charges apply for use of another financial institution’s or ATM operator’s ATMs. Additionally, other financial institutions and/or ATM operators may charge for using their ATMs. PNC will reimburse these fees at the end of each statement cycle where the average monthly balance in the Free Checking Account is $2,000 or more. Fees for Savings or Money Market ATM transactions will not be reimbursed regardless of the account balance.

² Statement history begins with statements dated after 1/1/06. A fee may be charged if a paper statement is requested in addition to the online statement for each account.
There may be a fee for certain optional services within online banking. Please see our consumer schedule of service charges and fees – images and copies for more information.

A Federal regulation limits the number of transfers that may be made from a savings or money market account. Please see our Consumer Schedule of Service Charges and Fees for additional information.

A "qualifying purchase" is any signature-based purchase, Internet purchase, telephone or mail order purchase or automatic bill payment made with an enrolled VISA® Check card, which is processed and submitted through VISA® USA, Inc. PIN-based transactions do not apply.

All first mortgage products are offered and provided by PNC Mortgage, LLC that may arrange loans with third party providers. PNC Mortgage, LLC is licensed in New Jersey as a Department of Banking Mortgage and Secondary Mortgage Loan Licenses. PNC Mortgage, LLC may not be available in your area. Credit subject to approval: Equal Housing Lender

Covers out-of-pocket expenses incurred to regain your identity and to repair your credit. Certain restrictions and deductibles apply. See the Summary Description of Benefits for the Personal, Internet, and Identity Coverage Master Policy for details.
EXHIBIT E

UNIVERSITY MARKS

The University's visual identity consists of a logo, a cost-of-arms, and YuDee and Baby Blue, the University mascots. Working together, the University community can use these images to project a consistent, quality image to our various constituents. The Office of Communications & Marketing and the Publications Office are here to help you do just that. Here are a description of the identity system and some guidelines for its use.

The University Logo

The University's wordmark logo consists of the words University of Delaware with interlocking initial capital U and D. It is designed for versatility, and can be seen on everything from the floor of the Bob Carpenter Center to the University's Web pages.

The Cost-of-Arms

The University's Cost-of-Arms consists of a shield with a sunburst, the logo, an open book, and the year to which the University traces its origins. Its golden appearance lends itself to academic and ceremonial use. It may be reproduced in any single color or in Delaware Blue and Yellow, and white. The background area of the lower portion of the sunburst at the top should always be the same color or screen fill. The open book should always be white.

Before using the Cost-of-Arms on items with a bold or dark background or items that are embossed, engraved or full-stamped, check with Communications & Marketing for the proper reversed image file.

The Mascot

YuDee and Baby Blue are the University's Blue-Hen mascots. They are named for student and athlete applications. Contact Communications & Marketing for information and mascot art specific to your needs.

UD Logo Archive

The Office of Communications & Marketing maintains an archive of University of Delaware registered marks available in formats for printing and for the web. Each image is available in black and white and in color, and in a variety of formats for use in different computing environments. Each image has a separate archive for PC and Macintosh users. Please visit www.udel.edu/communications/ or call 831-2291 for additional information.

Colors

These images may be reproduced in black or Delaware Blue (Pantone 287c) or in a preset configuration of Delaware Blue and Delaware Yellow (Pantone 104c).

Some publications are printed in color schemes that require reproduction of the logo in a single color other than those listed above. Make sure the images will be clearly legible in these cases.

General Rules

- Please consider the particular use to which you are putting these images and select an appropriate size and placement.
- The logo is a mark of identification, not an illustration. Please do not use it as the focal cover art for a pamphlet or as the "masthead" for another publication. Rather, consider using it as an identifier, on the front or back of your publication. (If you do put it on the back, make sure the words University of Delaware appear plainly on the front.)
- These images are trademarked designs, and may be used along with any other logo, text, or style with appropriate spacing. Don't be afraid to use them.
- Only use official files provided by the Publications Office or the Office of Communications & Marketing. The logo must be accompanied by appropriate marks, which include @ UDel.

Note

Signs containing improperly reproduced logos or substitutions of official UD logos will be subject to removal or delay of installation until corrected.
EXHIBIT F

PNC BANK MARKS

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

© (Powerlink Logo)
PNC Bank

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

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

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

PNC Bank shall pre-approve all uses of the PNC Bank Marks.
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 ___ day of December 2016, (the "Second Amendment Effective Date"), by and between the University of Delaware, (the "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 thereof clearly requires otherwise.

WHEREAS, the University and PNC Bank entered into a University Banking Services Agreement dated June 15, 2010, as amended by the First Amendment, dated August 1, 2012, (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. Section 2 of the Agreement, "TERM" shall be deleted in its entirety and replaced in its entirety with the following:

   This Agreement shall commence on the Effective Date and shall terminate on June 1, 2020 ("Initial Term") unless sooner terminated as otherwise provided herein. The University may renew this Agreement for up to three (3) successive terms of one (1) year each (each a "Renewal Term"). The Initial Term and each Renewal Term may be referred to herein as a "Term".

2. Sections 3(a) of the Agreement, "ROYALTY, PAYMENT TERMS" shall be deleted in its entirety and replaced in its entirety with the following:

   (a) Each January of the Term, beginning with January 2016, the parties shall conduct an annual review of the performance of the applicable year of the Program, with Program new account volume expectations as follows:

<table>
<thead>
<tr>
<th>YEARS</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student</td>
<td>2,750</td>
<td>2,750</td>
<td>2,750</td>
<td>2,750</td>
<td>500</td>
</tr>
<tr>
<td>Workplace</td>
<td>125</td>
<td>125</td>
<td>125</td>
<td>125</td>
<td>20</td>
</tr>
</tbody>
</table>

   In the event the parties agree to extend the Term for an additional three (3) years, the new account volume expectations shown above for 2019 shall be applicable to each of the additional years.

3. Sections 3(b) of the Agreement, "ROYALTY, PAYMENT TERMS" shall be deleted in its entirety and replaced in its entirety with the following:

   (b) Annual payments to be made each year within sixty (60) days of the end of the previous calendar year if the annual new account volume expectations are met for the calendar year:
2016 - $225,000
2017 - $225,000
2018 - $225,000
2019 - $225,000
2020 $40,500

4. Sections 3(e) of the Agreement, "ROYALTY, PAYMENT TERMS" shall be deleted in its entirety and replaced in its entirety with the following:

For any calendar year in which the Annual New Account Volume Expectation is exceeded additional Annual Payments would be available as follows:

Percentage Annual New Account Volume Expectation is exceeded and the corresponding percentage of the Annual Payment. (Maximum allowed - 20%)

<table>
<thead>
<tr>
<th>Percentage New Account Volume is Exceeded</th>
<th>Percentage of Additional Royalty (Maximum allowed - 20%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>4%</td>
<td>4%</td>
</tr>
<tr>
<td>5%</td>
<td>10%</td>
</tr>
<tr>
<td>6%</td>
<td>11%</td>
</tr>
<tr>
<td>7%</td>
<td>12%</td>
</tr>
<tr>
<td>8%</td>
<td>13%</td>
</tr>
<tr>
<td>9%</td>
<td>14%</td>
</tr>
<tr>
<td>10% or greater</td>
<td>20%</td>
</tr>
</tbody>
</table>

5. The parties hereby agree to eliminate the ID Card linking feature as of May 31, 2017.

6. The parties further agree to add the following disclosures to the co-branded marketing materials:

   For the convenience of our students, the University of Delaware has contracted with PNC Bank to provide certain banking services. As such, PNC Bank has been authorized to use the University’s logo and certain other proprietary information in connection with this program. Any royalties generated are used to support initiatives that promote student development.

7. **Exhibit H**, the Department of Education Cash Management Compliance Agreement, ("CM Agreement"), is hereby added and attached hereto and incorporated by reference into the Agreement.

8. The University may terminate this Agreement in accordance with Section 17 of the Agreement or the termination provisions set forth in the CM Agreement.
9. Section 25, "Notices," is hereby revised to update the addresses as follows:

<table>
<thead>
<tr>
<th>If to University then to:</th>
<th>It to PNC Bank, then to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Delaware</td>
<td>PNC Bank, National Association</td>
</tr>
<tr>
<td>220 Hullihen Hall</td>
<td>300 Fifth Avenue, 23rd Floor</td>
</tr>
<tr>
<td>Newark, DE 19716</td>
<td>Pittsburgh, PA 15222</td>
</tr>
<tr>
<td>Attn: Asst. Vice President for Treasury Services</td>
<td>Attn: Manager, University Banking</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>With a copy to:</th>
<th>With a copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Delaware</td>
<td>PNC Bank, National Association</td>
</tr>
<tr>
<td>Office of the General Counsel</td>
<td>300 Fifth Avenue, 19th Floor</td>
</tr>
<tr>
<td>112 Hullihen Hall</td>
<td>Pittsburgh, PA 15222</td>
</tr>
<tr>
<td>Newark, DE 19716</td>
<td>Attn: Chief Counsel, Retail Banking</td>
</tr>
</tbody>
</table>

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

**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: [Signature]
Nickolas Certo
Title: Senior Vice President
Date: **12-12-2016**

**University of Delaware**
("University")

By: [Signature]
Title: Exec. VP & Treasurer
Date: **11-21-16**
EXHIBIT H

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), is entered into this 12th day of December 2016, by and between the University of Delaware, an institution of higher education organized and operated under the laws of the State of Delaware, having offices at 222 South Chapel Street, Newark, Delaware 19716 (the "University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This CM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement dated June 15, 2010, 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 Department of Education ("DoE") Regulation requirements for "Tier Two Arrangements," as defined thereunder, that include the direct marketing of a Financial Account; and

WHEREAS, PNC Bank will assist the University in achieving compliance with the DoE Regulation requirements.

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 the 12 month period ending June 30.

(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; or (ii) The PNC Financial Account or Access Device is co-branded with the institution’s name, logo, mascot, or other affiliation and is marketed principally to students at the institution.
(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 checking or savings account, prepaid card account, or other consumer asset account held directly or indirectly by the Financial Institution. Student’s checking may be in their name only or co-owned with a parent or guardian.

(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 the University has a contract with the Financial Institution, or an entity that offers financial accounts through the Financial Institution, under which Financial Accounts are offered and marketed directly to students enrolled at the University.

(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 of Education.

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. PNC Bank does not provide any Title IV payment services on behalf of the University.

(b) For the benefit of its students and in accordance with the DoE Regulation, the University shall provide a list of the major features and fees commonly assessed with the PNC Financial Account, (the “PNC List”).

        (1) In order to create the PNC List, the University and PNC shall, as applicable, comply with the provisions of Section 4 and 5 of this CM Agreement.

(c) The parties will use commercially reasonable efforts to ensure the PNC List satisfies the requirements regarding the format and content established by the Department of Education Secretary, on or after, July 1, 2017.

3. Customer Complaints

In the event that University has a direct relationship with or direct contact with PNC’s customers during the term of this Agreement and the University receives a Customer Complaint about PNC that (i) the University is unable to resolve, or (ii) becomes public knowledge (e.g., media), or (iii) raises questions related to compliance with applicable law, University shall immediately, if permitted pursuant to the Family Education Rights and Privacy Act (“FERPA), notify PNC Bank and deliver to PNC Bank a written summary or copy of such Customer Complaint along with associated correspondence and information. If PNC Bank becomes aware of a Customer Complaint that (i) becomes public knowledge (e.g., media, social media) or (ii) raises questions
related to compliance with applicable law, PNC Bank shall immediately notify the University and deliver to the University a written summary or copy of such Customer Complaint along with associated correspondence and information. PNC Bank will take all appropriate steps to resolve or mitigate Customer Complaints of which it becomes aware.

4. University DoE Regulation Compliance

(a) Student Consent. The University is required to ensure that student consent has been obtained by PNC Bank prior to opening a PNC Financial Account. PNC Bank agrees to comply with the applicable laws that govern the account opening process. PNC Bank ensures the University that it always secure a student's consent before opening a PNC Financial Account. PNC Bank has reviewed its account opening policy with the University and the University has concluded the student consent requirement is deemed satisfied as long as PNC Bank complies with its account opening policy. If PNC Bank changes its account opening policy, it will provide the University with written notice of such change and allow the University to review the updated account opening policy before it goes into effect. If PNC fails to obtain student consent before opening a PNC Financial Account, the University may terminate the Agreement with 60 days' written notice.

(b) Student Choice. The University shall provide the PNC List to students 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 and PNC Bank 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,” as defined by the DoE, 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 and the amount of fees incurred, at any time during the most recently completed “Award Year, by students who have PNC Financial Account(s) as a result of the Agreement (“PNC Financial Account Data”). In addition, and in accordance with the effective date set forth in the DoE Regulation, the University shall provide the Department of Education Secretary with an up-to-date URL so this information can be published in a centralized database accessible to the public.

3. In order to satisfy the requirements of this Section 4(d), University and PNC Bank shall comply with the provisions of Section 5 of this CM Agreement.

(e) The University shall provide PNC Bank 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 and PNC Bank have 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. If the ATM License Agreement is found not to comply with the ATM requirements set forth by the DoE Regulation, PNC Bank agrees to any amendments that are necessary to ensure compliance.

(g) **Best Interest of the Students.** During the Term of the Agreement, PNC Bank ensures that the fees it charges to customers that are students or employees of University are, considered as a whole, consistent with or below prevailing market rates. The University will conduct reasonable due diligence reviews in a manner and frequency defined by the Secretary of Education, to verify that 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 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 Regulation requires that the University have the right to terminate the Agreement should it receive Customer Complaints from PNC Bank 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)(1), the University shall enter into a sixty (60) day discussion period with Financial Institution (the “Discussion Period”). During said Discussion Period, the University and Financial Institution shall review the findings of the DoE Cause for Termination, to determine if it is inaccurate, non-conclusive, or if corrective action is necessary by the Financial Institution for those items deemed unsatisfactory by the or the result of Customer Complaints.

(i) if the parties mutually agree the findings are inaccurate or non-conclusive the Agreement shall remain in full force and effect;

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

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

(3) PNC Bank agrees to the following terms:

(a) It shall not assess any fees in connection with point of sale ("POS") transactions.
(b) Debit cards will not be sent to student customers prior to obtaining their consent.
(c) No account shall be opened for a student customer prior to providing them
account terms and conditions and obtaining their consent.
(d) No debit cards shall be converted to a credit instrument.
(e) On an annual basis PNC Bank will provide the University with a list of major
features/commonly assessed fees for student accounts and a website for terms and
conditions of each account, referred to as the PNC List above, using a mutually
agreed upon format.

5. DoE Compliance Information

In order to comply with the DoE Regulation, the University may be required to disclose
information that is deemed by PNC Bank to be proprietary and/or confidential in nature, ("DoE
Compliance Information"). In order to ensure that no unintended harm is caused to either party,
the University and PNC Bank agree 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 propose revisions to 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. The University may take PNC Bank's proposed revisions
into account as appropriate.

(d) The Financial Institution shall provide to the University all information requested under
Section 5(a) of this Agreement to assist the University with its DoE Regulation Compliance.
IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Department of Education Cash Management Compliance Agreement on its behalf, as of the Effective Date.

UNIVERSITY OF DELAWARE

By: [Signature]
Name: H. Alan Brangman
Title: Executive Vice President & Treasurer
Date: November 21, 2014

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Nickolas Certo
Title: Senior Vice President, University Banking
Date: 12-12-2014