

UNIVERSITY BANKING SERVICES AGREEMENT

THIS UNIVERSITY BANKING SERVICES AGREEMENT ("Agreement") is effective as of the First day of January, 2019, ("Effective Date"), and entered into by and between Miami University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 501 E. High Street, Oxford, Ohio 45056 ("University") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank").

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

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

1. DEFINITIONS

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

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

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

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

(d) "Branch" shall mean the bank branch located in the Shriver Center on the University's Oxford campus that serves the needs of the University's students, faculty and staff, by providing Branch Financial Services, as further described in the Branch Lease. The Branch is approximately 1200 square feet and consists of one (1) advanced function ATMs that accepts deposits and withdrawals and cashes checks. The Branch will be staffed with PNC Bank branch representatives to assist with normal banking transactions, including but not limited to customer service, account maintenance, new account requests, the issuance of traveler's checks and money orders, and ATM services.

(e) "Campus" shall mean the University's campuses located in Butler County, Ohio, including all buildings and common spaces, whether owned or leased by the University, used by the University for student housing, student services, institutional, educational and business purposes.

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

(g) "Credit Unions" shall mean the First Miami Student Credit Union and the Miami University Community Federal Credit Union.

(h) “Financial Services” shall mean the financial services to be offered by PNC Bank to Constituents hereunder as part of the Program.

(i) “Force Majeure” shall have the meaning given that term in Section 21 below.

(j) “New Student List” shall mean an annual list of newly enrolled incoming first-year students at the University who have not opted-out of disclosure of their directory information pursuant to the University’s FERPA policy. The New Student List shall not be provided to PNC Bank, unless otherwise agreed to by the parties by amending this Agreement.

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

(l) “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) except as may be otherwise provided in this Agreement.

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

(n) “Royalty” shall have the meaning given that term in Section 3(a).

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

(p) “University ID Card” shall mean the University ID card owned and issued by University, or such other identification card issued by the University.

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

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

2. **TERM**

This Agreement shall commence on the Effective Date and shall terminate on the fifth (5th) anniversary of the Effective Date (“Initial Term”). Either party will have the right to notify the other it wishes to renegotiate the Agreement for a Renewal Term of no longer than five (5) years, by providing written notice of such intention not less than one hundred twenty (120) days prior to the termination of the Initial Term. Both parties will negotiate in good faith for a period of no more than sixty (60) days from the date of such notification. If the parties cannot agree upon renegotiated terms within sixty (60) days, the Agreement will terminate in accordance with its terms. The Initial Term and the Renewal Term may be

referred to herein as a “Term.”

3. ROYALTY, PAYMENT TERMS

(a) In exchange for the consideration provided under this Agreement, PNC Bank will pay to University an annual license fee (“Royalty”) in the amount of \$175,000.00 for each year of this Agreement.

Year	Expected Annual Royalty	Total Payments
1	\$175,000	\$175,000
2	\$175,000	\$175,000
3	\$175,000	\$175,000
4	\$175,000	\$175,000
5	\$175,000	\$175,000
Totals	\$875,000	\$875,000

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

YEAR	DUE DATE
2019	February 1, 2020 for 2019
2020	February 1, 2021 for 2020
2021	February 1, 2022 for 2021
2022	February 1, 2023 for 2022
2023	February 1, 2024 for 2023

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

- (i) if any federal or state law is enacted, or regulation promulgated by a federal or state agency with supervisory or enforcement authority over University or PNC Bank, (“New Law”), and
- (ii) the New Law makes it impossible, impracticable or unduly burdensome for (A) PNC Bank to deliver the Financial Services under the Program, or (B) the University to satisfy its obligations under the Agreement, then
- (iii) either party shall promptly notify the other party in writing no later than thirty (30) days after learning of the pending implementation or passage of the New Law, then
- (iv) the parties shall meet as soon as practicable to discuss in good faith the continued viability of the Agreement as intended by the parties, and work together on mutually agreeable modifications to the Agreement to achieve the parties’ mutual objectives consistent with such new law, and

- (v) within sixty (60) days from the date of the notice or the effective date of New Law, whichever is sooner, if the parties are unable to come to agreement per (iv) then the Agreement will be terminated in accordance with Section 17(d) of this Agreement.
- (vi) For each partial or total calendar year after the effective date of the New Law, but prior to the termination of the Agreement, PNC shall be excused from making to the University, any Royalty payment under Section 3, if the making of such payment is illegal or otherwise prohibited by any such New Law.
- (vii) If the Agreement is terminated a final Royalty payment shall be made to the University within sixty (60) days calculated as the applicable annual target Royalty payment multiplied by the sum of expected volume percentages for the months elapsed in the royalty calculation period as shown in the table below.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4%	2%	2%	2%	4%	26%	18%	32%	3%	2%	2%	3%

Example: a contract which calculates Royalties on a calendar year basis is terminated in May. The final Royalty payment would be calculated as annual Royalty multiplied by (sum of % Jan – May).

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

4. PRODUCTS AND SERVICES

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

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

- (i) Are or become PNC Bank customers;
- (ii) Solicit financial information within a PNC Bank branch; or
- (iii) Independently utilize telephone or electronic media for information regarding PNC Bank products and/or services.

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

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

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

(f) The parties agree that marketing materials related to the Program will be communicated electronically from time to time. In order for either party to become the designated "Sender" with respect to CAN SPAM, the party must meet certain defined requirements.

(g) Each party to this Agreement will comply with the following provision when engaging as the Sender under CAN-SPAM:

- (i) the header information must not be materially false or misleading and it must accurately identify the sending computer (15 U.S.C. 7704(a)(1));
- (ii) the subject heading cannot mislead a reasonable recipient as to a material fact about the contents of the e-mail (15 U.S.C. 7704(a)(2));
- (iii) the e-mail must include a valid opt-out mechanism (15 U.S.C. 7704(a)(3)(A)(i)); and
- (iv) the e-mail must include a clear commercial identifier, opt-out notice, and physical address (15 U.S.C. 7704(a)(5)(A)).

(h) No sexually oriented e-mails will be sent by either party under this Agreement.

(i) The parties will agree, prior to the distribution of materials which entity shall be considered the Sender.

(j) The Sender will be responsible for all claims or losses resulting from any email communication(s) that violate CAN-SPAM.

5. PNC BANK'S EMPLOYEES

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

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

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

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

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

6. COMMITMENTS OF UNIVERSITY

(a) University shall, during the Term of this Agreement:

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

- (A) Promote the availability of the Program to its students, faculty and staff as mutually agreed with PNC Bank.
- (B) Permit PNC Bank the right to market the Program and Financial Services as University's Preferred Provider to Constituents;
- (C) As may be required for PNC Bank to fulfill its commitments hereunder, permit PNC Bank to work with University's vendors;
- (D) Permit PNC Bank physical access on Campus and presence at Campus events necessary for PNC Bank to exercise the marketing rights enumerated herein upon terms agreed by the parties; and
- (E) Designate PNC Bank as the only entity permitted to link the University ID Card to deposit accounts.

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

(i) Students:

- (A) Permitting on-Campus access including tabling by PNC Bank at mutually-agreed upon University events such as freshmen orientations, student fairs, etc.
- (B) Facilitating, at PNC Bank's expense, direct mailing to the New Student List.
- (C) Facilitating, at PNC Bank's expense, semi-annual mailings to the Student List.
- (D) Permitting on-Campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are (1) in compliance with applicable laws, (2) are limited to locations designated by the University for such activities, and (3) are scheduled through the normal University process for reserving space.
- (E) Permitting the distribution by PNC Bank of Program communications, via e-mail and other distribution methods approved by the University (which Program communications bearing University Marks shall be approved in writing in advance by University, and such approval shall not be unreasonably withheld, conditioned or delayed).
- (F) Providing PNC Bank preferred access to common areas for mutually-agreed upon tabling events throughout the year.
- (G) Permitting from time to time on-Campus financial seminars at mutually agreed-upon venues, pre-approved by University and at no cost to PNC Bank.
- (H) Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings.
- (I) Supporting agreed-upon student events to be sponsored by PNC Bank.
- (J) Providing a web link from University's key student web areas on the University's web site to a customized site at www.pnc.com/miamioh.
- (K) Facilitating the distribution of mutually agreed upon Program communications bearing University Marks approved in advance by the University via the University's intra-campus mail or e-mail.

Notwithstanding the foregoing, the parties agree that the Credit Unions shall be allowed to actively participate in the activities related to items 3, 4, 5, 8, 11 and 12 immediately listed above. With regard to items 1, 2, 7, 8, 9 and 10, the Credit Unions are not precluded from participating in those activities on their own behalf, but PNC Bank is not obligated to include the Credit Unions in its activities.

(ii) Faculty/Staff:

- (A) Permitting the distribution of materials by PNC Bank at new hire orientations
- (B) Permitting on-Campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are (1) in compliance with applicable laws, (2) are limited to locations designated by the University for such activities, and (3) are scheduled through the normal University process for reserving space.
- (C) Permitting on-Campus tabling by PNC Bank at University events

- including but not limited to benefit-related fairs via tabling, and new hires.
- (D) Facilitating semi-annual mailings by PNC Bank to faculty and staff to the addresses provided by the University.
 - (E) Supporting PNC Bank's presenting agreed-upon on-Campus financial seminars from time to time with individual University departments
 - (F) Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings
 - (G) Permitting the use of intra-campus mail or e-mail up to three (3) times per year 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
 - (H) Permitting PNC Bank to act as a sponsor for University activities/events (e.g., an athletic venue sponsor) at the standard rates for such sponsorships.
 - (I) 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/miamioh.

Notwithstanding the foregoing, the parties agree that the Credit Unions shall be allowed to actively participate in the activities related to items 1, 2, 3, 4, 7 and 8 immediately listed above. With regard to items 5 and 6, the Credit Unions are not precluded from participating in those activities on their own behalf, but PNC Bank is not obligated to include the Credit Unions in its activities.

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

(d) Grant PNC Bank ATM deployment privileges on-Campus for seven (7) ATMs as of the Effective Date. One (1) of the ATMs shall be located in or near the Branch (and the grant and privileges associated with such ATMs shall be governed by and in accordance with 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 B** and incorporated herein by this reference. The remainder of the ATMs (and the associated grant of ATM privileges with respect these ATMs) shall be governed by and in accordance with the provisions of the Master License Agreement between PNC Bank and University entered into contemporaneously with this Agreement, which is attached hereto as Exhibit A and incorporated herein by this reference. Notwithstanding the foregoing, it is expressly understood and agreed by the parties that, as of the Effective Date, five (5) ATMs, (the "non-PNC ATMs") exist on the Campus and are owned and maintained by Miami University Community Federal Credit Union. The Miami University Community Federal Credit Union's non-PNC ATMs exist on the Campus as set forth on **Exhibit C** and will remain at their present locations, and if removed, may be replaced only by a credit union or other non-bank ATM.

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

(f) Prohibit any other financial institution, which shall include but not be limited to any credit union which does not have a branch on the campus as of the Effective Date, from establishing and/or operating a manned branch on campus. This restriction shall not apply to the Credit Union, *provided, however* that the Miami University Community Federal Credit Union may continue to regularly send an employee to the University's branch campuses to conduct retail banking services.

(g) If the University gives the Miami University Community Federal Credit Union an option to relocate to the Armstrong Center it will provide PNC Bank with a comparable relocation plan.

(h) Provide a location for the Branch, subject to the approval of PNC Bank, in the Phillip R. Shriver Center.

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

- (i) Encoding of track 2 of the magnetic stripe on the back of the University ID Card
- (ii) A disclosure statement printed on the back of the card to read as follows, "ATM function requires a linked PNC Bank deposit account"
- (iii) Logos required by PNC Bank or its vendors including Star®, Plus and PNC Bank
- (iv) Displaying the issued card number on the front of the University ID Card

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

(j) Notwithstanding the foregoing, PNC acknowledges and agrees that the University may permit a different financial institution to offer and service a branded-credit card which may be marketed, with the University's assistance, to alumni and donors of the University, even if these alumni/donors are also students/faculty of the University.

(k) The University shall hereby comply with the requirement listed on **Exhibit G**, Department of Education Cash Management Compliance Agreement, which is attached hereto and incorporated herein by this reference.

7. COMMITMENTS OF PNC BANK:

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

- (i) Offer the Program to Constituents;
- (ii) Marketing of the Program, which shall include, among other things:
 - (A) At times mutually agreed between the parties, providing materials for the mailing of PNC Bank's advertising and promotional information to Constituents;
 - (B) Marketing the Program to Constituents as mutually agreeable during the Term, in accordance with Section 6 above;
 - (C) 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;
 - (D) 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;
 - (E) At PNC Bank's sole cost and expense, marketing to Constituents through mailings, advertisements in University publications, tabling at new student orientation and similar events;
 - (F) Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;
 - (G) Providing University with a quarterly report of new Accounts opened and card transaction activity with de-identified, aggregated data;
 - (H) Collaborate with the University to develop educational programs geared towards developing student financial awareness and responsibility; and
 - (I) Assisting the University in meeting its compliance obligations under applicable state and federal regulations where information about the Program is required, including those Department of Education requirements further described in **Exhibit G** hereto.

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

(c) Provide at least two (2) on-site branch representatives in the Branch to assist Constituents with routine customer service matters such as account questions, new account requests, service transactions and account maintenance.

(d) Establish and operate the Branch pursuant to the terms and conditions of **Exhibit B**.

8. JOINT OBLIGATIONS

(a) The parties agree that they shall:

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

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

9. INSURANCE

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

- (i) **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)
- (ii) **AUTOMOBILE LIABILITY** (including all Owned, hired car and non-owned automobile)
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate
- (iii) **WORKERS COMPENSATION**
 - Statutory
- (iv) **UMBRELLA/EXCESS LIABILITY**
 - \$5,000,000 Each Occurrence
 - \$5,000,000 Aggregate
- (v) **EMPLOYER'S LIABILITY**
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease-Policy Limit
 - \$1,000,000 Disease-Each Employee
- (vi) **COMPREHENSIVE CRIME**
 - \$1,000,000 Employee Theft Coverage
 - \$1,000,000 Premises Coverage
 - \$1,000,000 Transit Coverage
 - \$1,000,000 Depositors Forgery Coverage

(b) PNC Bank shall name University as an additional insured on PNC Bank's General, Umbrella, Comprehensive, Crime, and Automobile Liability policies. If PNC Bank fails to maintain any

of this insurance, University shall have the right, but not the obligation, to purchase any such insurance at PNC Bank's expense. It is understood and agreed that PNC Bank's insurance applies on a "primary" basis with respect to the performance of any of PNC Bank's rights or obligations hereunder.

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

10. REPRESENTATIONS AND WARRANTIES

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

- (i) University is duly organized, validly existing and in good standing under the laws of the state in which it operates and has the requisite corporate power and authority to enter into this Agreement;
- (ii) The execution, delivery and performance of this Agreement by University is within University's powers, has been duly authorized by all necessary corporate action, and does not violate, conflict with or constitute a breach under any articles of incorporation or charter, bylaw, law, regulation, contract or obligation applicable to University;
- (iii) This Agreement constitutes a legal, valid and binding obligation of University, enforceable against it in accordance with its terms;
- (iv) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the execution, delivery and performance by University of this Agreement;
- (v) University's employees, directors, officers or agents shall not make any representation, warranty, promise or statement to any customer regarding the approval, decline, collection, processing, or any other handling of customer's products or services as provided by PNC Bank. Any questions regarding PNC Bank's products or services shall be immediately referred to PNC Bank;
- (vi) No information, schedule, exhibit, or financial information furnished or to be furnished by University to PNC Bank in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading;
- (vii) University has not entered and will not enter any agreement that would prohibit University from fulfilling its duties and obligations under the terms of this Agreement; and
- (viii) During the Term of this Agreement, University (A) will promote the Program, and (B) has granted PNC Bank the exclusive right to market the Program to

Constituents on Campus and has not granted that right to any other financial institution.

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

- (i) PNC Bank is a national banking association organized, validly existing and in good standing under the laws of the United States, and is FDIC insured, and has the requisite corporate power and authority to enter into this Agreement;
- (ii) PNC Bank's execution, delivery and performance of this Agreement are within PNC Bank's corporate powers, have been duly authorized by all necessary corporate action and do not contravene PNC Bank's bylaws or charter or any law or contractual restrictions to which it is subject;
- (iii) Any authorization or approval or other action by, or notice to or filing, any governmental authority or regulatory body that is required for the execution, delivery and performance by PNC Bank of this Agreement shall be obtained in a timely manner;
- (iv) This Agreement constitutes a legal, valid and binding obligation of PNC Bank, enforceable against it in accordance with its terms;
- (v) No information, schedule, exhibit, financial information furnished or to be furnished by PNC Bank to University in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading; and
- (vi) In its performance and activities hereunder, including but not limited to its creation and provision of the marketing and advertising materials used by PNC Bank to generate applications, Accounts or any and all other customer relationships, PNC Bank shall, at all times, comply with all applicable federal, state or local rules, laws or regulations and use best efforts in the performance of the Program.
- (vii) PNC Bank does not and will not discriminate on the basis of religion, race, color, creed, national or ethnic origin, sex, age, disability, political affiliation, gender identity or expression, sexual orientation, pregnancy, or status as a veteran or member of the military;
- (viii) PNC Bank is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel; and
- (ix) PNC Bank has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

11. LOCATIONS/SIGNS

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

12. ADVERTISING, PROMOTION AND RELATED ACTIVITIES

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

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

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

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

13. RESPONSIBILITY

To the extent permitted by the Constitution and laws of the State of Ohio, each party (the "Responsible Party") agrees to bear full responsibility for claims arising against the other party, where such claims arise out of or relate to the Responsible Party's (i) breach of the provisions of this Agreement; (ii) the negligent or intentional act or omission of Responsible Party or any of its directors/trustees, officers, or employees; or (iii) violation by Responsible Party or any of its directors/trustees, officers, employees or agents of any applicable laws, regulations, or orders. Nothing herein shall preclude the Responsible Party from asserting any defenses it may have under law.

14. LIMITATION OF LIABILITY

NO PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH; PROVIDED, HOWEVER, THAT THIS LIMITATION OF LIABILITY WILL

NOT APPLY TO ANY CLAIM ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, ANY CLAIM ARISING FROM BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT OR ANY THIRD PARTY CLAIM.

15. TAXES

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

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

16. ASSIGNMENT/BINDING EFFECT

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

17. TERMINATION

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

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

(c) A party may elect not to renew this Agreement at the end of the Initial Term or first Renewal Term, as applicable, by providing written notice of non-renewal to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or Renewal Term, as applicable, and, in such case, this Agreement shall be terminated as of the end of the Initial Term or first Renewal Term, as applicable.

(d) Either party may terminate this Agreement in the event that any material change in applicable laws makes the performance of this Agreement illegal or unduly burdensome by providing the

other party with ninety (90) days prior written notice that includes a reasonably detailed description of the change in applicable laws and its impact on the terminating party.

18. CONFIDENTIALITY

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

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

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

(d) Upon termination or expiration of this Agreement, PNC shall return to the University (i) all current and prior New Student Lists and Student Lists in PNC's possession and (ii) all contact data for faculty and staff except for those students/faculty/staff who have already utilized a Financial Service prior to the date of the expiration/termination (collectively the "Returned Information"). PNC shall not retain any copies of the Returned Information. PNC shall provide a sworn statement within thirty (30) days after termination/expiration regarding its compliance with this section.

(e) The parties executed that certain Confidentiality Agreement dated as of April 24, 2018 (the "Confidentiality Agreement"). The parties hereby incorporate the Confidentiality Agreement into this Agreement by this reference, and hereby confirm that the terms and provisions of the Confidentiality Agreement are and will remain in full force and effect.

19. ENTIRE AGREEMENT

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

20. AMENDMENT

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

21. FORCE MAJEURE

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

22. HEADINGS

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

23. SEVERABILITY

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

24. GOVERNING LAW/JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its provisions relating to the conflict of laws. Each party agrees that it is and shall remain subject to the in personam, in rem and subject matter jurisdiction of the state and federal courts in the State of Ohio for all purposes pertaining to this Agreement and all documents and instruments executed in connection or in any way pertaining hereto. The Parties agree that nothing in this Agreement shall be construed as a waiver of the sovereign immunity of University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code 2743.02.

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: Miami University
107 Roudebush Hall
Oxford, OH 45056
Attn: Treasury Services

with a copy to: Miami University
Office of General Counsel
215 Roudebush Hall
Oxford, OH 45056
Attn: General Counsel

If to PNC Bank, then to: PNC Bank, National Association
The Tower at PNC Plaza
300 Fifth Avenue
PT-PTWR-23-2
Pittsburgh, Pennsylvania 15222
ATTN: Manager, University Banking

With a copy to: PNC Bank, National Association
The Tower at PNC Plaza
300 Fifth Avenue
PT_PTWR-19-1
Pittsburgh, Pennsylvania 15222
ATTN: Chief Counsel, Consumer Bank

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

26. RELATIONSHIP

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

27. WAIVER

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

28. REMEDIES

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

29. COUNTERPARTS

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

[SIGNATURE PAGE TO FOLLOW]

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

PNC BANK:

PNC Bank, National Association

By: _____


Name: Nickolas P. Certo

Title: Senior Vice President, University Banking

Date: December 13, 2018

UNIVERSITY:

Miami University

By: _____

Name: _____
David K. Creamer
Senior Vice President for

Finance and Business Services
Title: _____
Miami University

Date 12-17-18

LIST OF EXHIBITS

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
BRANCH LEASE

EXHIBIT C
NON-PNC ATMS

EXHIBIT D
UNIVERSITY MARKS

EXHIBIT E
PNC MARKS

EXHIBIT F
WEBLINKING AGREEMENT

EXHIBIT G
DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

[Remainder of page intentionally left blank]

EXHIBIT A

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("ATM Agreement"), is effective as of the 1st day of January, 2019, ("Effective Date"), and entered into by and between Miami University, an institution of higher education organized and operated under the laws of the State of Ohio ("University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This ATM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Agreement"). Capitalized terms used in this ATM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

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

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

1. License

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

2. Grant of License

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

3. Location of ATMs

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

4. ATMs

(a) At least one ATM will be an Advanced Function ATM that can dispense cash, accept deposits, cash checks, transfer funds between accounts and provide statements. The remaining ATMs that will be installed shall, at a minimum, perform cash withdrawals, transfers and balance inquiries. The ATMs

will have the ability to be upgraded to provide additional capabilities as the parties may mutually agree from time to time.

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

5. Installations

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

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

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

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

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

(i) at the locations mutually agreed upon;

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

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

(iv) PNC Bank will indemnify and save University harmless from and against all liability, loss, cost and expense arising in connection with the Installation; and

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

(c) Signs may be installed only upon the mutual agreement of the parties. If the parties

mutually agree to install signs, PNC Bank and University shall determine each of their obligations to pay the cost of the signs and costs of sign installation, maintenance and removal.

6. Title

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

7. Operation, Servicing, Maintenance and Repair

(a) PNC Bank:

(i) The operation, servicing, maintenance and repair of the ATM and the related Equipment and Installations shall be under the sole control of PNC Bank and its agents, employees and independent contractors. Except as otherwise provided herein, PNC Bank shall bear the expense of such operation, servicing, maintenance and repair, and shall keep the ATM and related Equipment and Installations in a safe and operable condition. PNC Bank shall require all of its employees, agents and independent contractors who perform any of the aforesaid tasks at the Location to: (1) carry and present identification upon University's request; and (2) perform their tasks with minimum disruption to University's business.

(ii) First Line Maintenance: Upon receipt of notification from the University that the ATM has malfunctioned, PNC Bank or its agents will use commercially reasonable efforts to respond within three (3) hours or less for First Line Maintenance.

a. For purposes of the Agreement, First Line Maintenance is defined to mean paper jams, card jams, currency jams, deposit jams, low currency conditions, receipt failures, journal failure, dispenser malfunctions, replenishment of consumables including cash, communication failures, responses to extended "no activity" situations or any other problem preventing the completion of the cardholder transactions.

(iii) Second Line Maintenance: Upon receipt of notification from the University that the ATM has malfunctioned, PNC Bank or its agents will

use commercially reasonable efforts to respond within six (6) hours or less for Second Line Maintenance.

- a. For purposes of this Agreement, Second Line Maintenance is defined to mean preventative maintenance, which will be scheduled on a regular basis for each ATM, and unscheduled and on-call remedial maintenance. Second Line Maintenance also will include, but is not limited to, lubrication, adjustment, and the replacement of any part necessary, with a part that meets the manufacturer's specifications, for the satisfactory operation of the ATMs.
- (b) University will provide the following services under this Agreement:
 - (i) pay the electricity usage for the ATM and related Equipment and Installations and install the necessary outlets and connections, if required, at its expense;
 - (ii) keep the ATM and the area around the ATM clean, presentable and free from obstruction, and, with respect to the Location generally, University will continue to maintain the same standards of cleanliness, maintenance, repair and operation as are in effect on the Effective Date;
 - (iii) pay all costs and expenses for ownership, operation, maintenance and repair of the Location (including real estate taxes and utilities) not expressly made payable by PNC Bank herein;
 - (iv) maintain the Location in accordance with the environmental standards, if provided by PNC Bank, as required by the ATM manufacturer for the proper functioning of the ATM; and
 - (v) if applicable, upon removal of the ATM reimburse PNC Bank for the undepreciated cost of all improvements to the Location which were made at University's request, and are not-reusable by PNC Bank.

8. Covenants

- (a) University hereby covenants as follows:
 - (i) it shall not use or permit the use of the PNC Bank name or logo without prior approval of PNC Bank;
 - (ii) it shall use and permit the use of the ATM logos only in compliance with the requirements of the holders of rights in such logo. University acknowledges that the ATM logos are registered trademarks where indicated; and
 - (iii) upon performing all of its covenants and obligations hereunder, PNC Bank shall peacefully and quietly have, hold and enjoy the rights in each Location granted to it hereby subject to all of the covenants, terms and conditions herein contained.
- (b) PNC Bank hereby covenants as follows:

- (i) its ATMs will (i) comply with all applicable legal requirements, including, without limitation, laws/regulations relating to consumer protection and the requirements of the Americans with Disabilities Act in ensuring that the ATMs are readily useable by disabled persons; (ii) remain technologically current and that PNC Bank's product offerings will reflect advances in the industry; and (iii) will be upgraded to permit the display of on-screen messages which have been previously approved by University; and
- (ii) it shall not use or permit the use of University's Marks without prior written approval of University and subject at all times to University's policies concerning use of such marks.

9. Certain Rights of the Parties

(a) During the term of this Agreement, and except as otherwise provided in the Agreement, University will not grant to any person other than PNC Bank the right to install or operate an ATM at the Location.

(b) PNC Bank shall impose a surcharge on users of its ATM at the Location, which shall not exceed the surcharge it employs at ATMs in its branches in the Cincinnati market. In the event PNC Bank increases the amount of the ATM surcharge it imposes for users of its ATMs at its branches in the Ohio market, then PNC Bank reserves the right to increase the surcharge hereunder to reflect such change.

10. Performance; Warranty

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

11. Security

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

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

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

shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

12. Insurance; Indemnity and Loss

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

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

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

13. Term and Termination

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

14. General

- A. **Access:** University shall permit PNC Bank or its authorized service representative, to have access to the Location, subject to University's reasonable security requirements, if any.
- B. **ADA Compliance:** During the Term of the Agreement, University shall comply with the Americans with Disabilities Act of 1990 ("ADA"), any amendments to the ADA, its implementing regulations, and applicable ADA Accessibility Guidelines for Buildings and Facilities, as well as all other federal, state and local laws regarding access to and service to individuals covered by the ADA. University's compliance obligation will include, but not be limited to, the design, construction and alteration of the Location as University may have to alter to be in compliance with the ADA.
- C. **Notices:** All notices which either party may be required or desire to give to the other under this ATM Agreement, party shall be in writing and shall be given and deemed served on the date when hand delivered in writing to the applicable party, or if sent by certified mail, return receipt requested, or by courier service, notice shall be deemed served on the date received. Notices sent by mail or courier shall be sent to the following addresses:

If to PNC Bank:

PNC Bank, National Association
1600 Market Street, 8th Floor
Philadelphia, PA 19103
ATTN: Ken Justice, SVP
Telephone: 412-762-7791

With a copy to:

PNC Bank, National Association
The Tower at PNC Plaza
300 Fifth Avenue
PT-PTWR-19-1
Pittsburgh, Pennsylvania 15222
ATTN: Chief Counsel, Consumer Bank

If to University then to:

Miami University
107 Roudebush Hall
Oxford, OH 45056
Attn: Treasury Services

With a copy to:

Miami University
Office of General Counsel
215 Roudebush Hall
Oxford, OH 45056
Attn: General Counsel

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

PNC BANK:

PNC Bank, National Association

By: 

Name: Nickolas P. Certo

Title: Senior Vice President, University Banking

Date: December 13, 2018

UNIVERSITY:

Miami University

By: 

Name: David K. Creamer
Senior Vice President for

Title: Finance and Business Services
Miami University

Date 12-17-18

**SCHEDULE A
TO "EXHIBIT A"
ATM LOCATIONS**

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.

Campus	Location (Address)	ATM Type	Location Owner	Blanket Liens or Mortgage (Yes or No)	Name of Lien/Interest Holder
Oxford	Shriver Center at Branch	Multi-Function	201 East High Street Oxford, OH 45056	NO	N/A
Oxford	Armstrong Student Center	Multi-Function	501 High Street Oxford, OH 45056	NO	N/A
Oxford	Rec Center	Cash Dispensing	501 High Street Oxford, OH 45056	NO	N/A
Oxford	Goggin Ice Arena	Cash Dispensing	501 High Street Oxford, OH 45056	NO	N/A
Oxford	King Library	Cash Dispensing	501 High Street Oxford, OH 45056	NO	N/A
Middletown	Johnston Hall	Cash Dispensing	4200 North University Blvd. Middletown, OH 45042	NO	N/A
Hamilton	Schwarm Hall	Cash Dispensing	1601 University Blvd. Hamilton, OH 45011	NO	N/A

EXHIBIT B BRANCH LEASE

THIS LEASE AGREEMENT ("Lease") is entered into this 1st day of January, 2019, by and between Miami University, organized under the laws of the state of Ohio, having offices at 501 E. High Street, Oxford, Ohio 45056 ("Landlord"), and PNC BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, having an office at 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222, County of Allegheny, and Commonwealth of Pennsylvania, hereinafter called ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of a lot of land situated on the campus of Miami University, ("University"), in the state of Ohio ("Premises"), on which there is erected the building known as the Phillip R. Shriver Center ("Building"); and

WHEREAS, Tenant has entered into that certain University Banking Services Agreement of even date herewith (the "University Banking Services Agreement") pursuant to which Tenant has agreed to provide Financial Services, including ATM(s), to the Constituents (capitalized terms not defined herein have the meanings given them in the University Banking Services Agreement); and

WHEREAS, this Lease is an exhibit to and an integral part of the University Banking Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties intending to be legally bound hereby; agree as follows:

1. **PREMISES.** Landlord in consideration of the lease payments provided in this Lease leases to Tenant space within the Building of approximately twelve hundred (1,200) square feet as more particularly shown in the floor plan attached hereto as **Schedule A** to this Lease, which space includes such areas as queuing line space and entrance to the secured areas, and for the placement of a "BRANCH" (as defined below) ("Demised Premises"). The Demised Premises is located on the first floor of the Building. Landlord warrants that the Premises and the Demised Premises are environmentally clean and in compliance with the requirements of the Americans with Disabilities Act. The BRANCH shall provide "Financial Services" and shall be equipped with at least one (1) advanced function ATM.
2. **TERM.** The lease term shall run concurrently with the term of the University Banking Services Agreement. The Initial Term of this Lease shall commence on the Effective Date and shall terminate on December 31, 2023 ("Initial Term").
3. **RENEWAL TERMS.** In the event Tenant and Landlord extend the Banking Services Agreement pursuant to Section 2 of the Banking Services Agreement, this Lease will be evaluated and adjusted accordingly. A renewal option for this Lease does not exist without the extension of the Banking Services Agreement.
4. **LEASE PAYMENTS.** The financial terms and payments associated with the leasing of this space are included in Section 3 Royalty, Payment Terms in the University Banking Services Agreement. The payments and royalties section outlines what will be remitted to the University throughout the term of the relationship and the University shall determine the appropriate internal distribution and

allocation methodology.

5. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.
6. USE OF PREMISES. Tenant shall use the Demised Premises to conduct Financial Services, as defined in paragraph 7 of this Agreement and other related financial service operations only, and for no other purpose. The Demised Premises may be used for any other purpose only with the prior written consent of Landlord.
7. BRANCH FINANCIAL SERVICES. Tenant agrees to provide Branch Financial Services to the University community on the Demised Premises. "Branch Financial Services" shall mean the provision or promoting of services that include, but are not limited to, opening new deposit accounts, accepting consumer loan applications, accepting mortgage applications, performing normal banking transactions, and/or ATM services, and may include financial services, such as investment counseling, investment management, brokerage and trust services, non-deposit investment products, annuities, the sale of insurance and/or any other financial service permitted by applicable law.

Landlord agrees that it shall not enter into any new leases, license agreements or any other agreements during the term of this Lease or any extension hereof, at the Building, or any continuous extension of those buildings which may be constructed in the future (the "Building Area"), which would permit any person or entity, to operate a business or offer services including financial services which are the same as or similar to the Branch Financial Services offered by Tenant on the Demised Premises, including, without limitation, the placement and/or operation of any stand-alone ATMs in the Building Area with the exception of the Credit Unions as defined by the Banking Agreement.

8. REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the right to conduct any construction or remodeling at Tenant's expense that may be required to use the Demised Premises as specified above. Tenant may also construct such fixtures on the Demised Premises at Tenant's expense that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of Landlord, which consent shall not be reasonably withheld. At the end of the Lease term, Tenant shall be entitled to remove, or at the request of Landlord shall be required to remove, such fixtures, and shall return the Demised Premises to substantially the same condition as at the commencement of this Lease. Ordinary wear and tear, damage caused by Landlord, or its agents, employees or contractors, arising from a casualty, or all structural changes, remodeling and additions to the Demised Premises made or done with the written consent of Landlord shall be considered as exempt. Such construction/remodeling will be in compliance with the Ohio Prevailing Wage laws.
9. MAINTENANCE. Landlord shall have the responsibility to maintain the Demised Premises in good repair at all times. This shall include all structural maintenance and items of repair that relate to the building and Landlord's fixtures. Landlord shall clean and maintain all common areas. Tenant shall have the responsibility of maintaining and cleaning the space constituting the Demised Premises consistent with Landlord's reasonable expectations and with the remainder of the Building.
10. ACCESS BY LANDLORD TO PREMISES. Landlord, its agents, employees and contractors shall have the right to enter all parts of the Demised Premises during Tenant's business hours after giving prior notice to Tenant to inspect the same, show the same to prospective purchasers or tenants or

for the purposes of maintenance or repair accompanied by a security officer of Tenant during such inspection, and to enforce and carry out any provision of this Lease, and, without assuming responsibility to do so, to make repairs or alterations. In the event of an emergency endangering life or property, or in the event of Tenant's desertion or abandonment of the Demised Premise, Landlord shall have the right to enter by force.

11. UTILITIES AND SERVICES. Landlord shall be responsible for HVAC and water/sewage charges in connection with the use of the Demised Premises by Tenant. Tenant shall be responsible for janitorial services, electricity charges, telephone, video surveillance and internet service within the confines of the Demised Premises. If Tenant wishes to have Landlord provide the janitorial services, the parties acknowledge that a separate arrangement detailing the scope of services and associated costs will be required. Tenant will provide advance notice to Landlord's Information Security Officer regarding the methodology and implementation of the proposed telephone and internet service to the Branch.
12. INSURANCE. (a) "Liability Insurance" is insurance providing coverage for sums the insured becomes legally obligated to pay as damages because of an occurrence resulting in property damage or in bodily injury (including sickness and disease, and including death from such injury, sickness or disease), or because of an occurrence resulting in personal injury or advertising injury, an example of which is insurance known at the date of this Agreement as "commercial general liability" insurance (formerly known as "comprehensive general liability"), and which coverage is provided under customary terms, conditions, and limitations, including occurrence-based coverage (and not claims-based coverage) as long as such coverage is available at commercially reasonable rates.
 - (b) Tenant shall carry and cause its contractors to carry Liability Insurance with a limit of at least \$5,000,000 (combined single limit for bodily injury and property damage) which limit is subject to increase each three years, on Landlord's reasonable request. Tenant's Liability Insurance is primary to Landlord's Liability Insurance for occurrences in the Demised Premises. The insurer must be licensed in the state in which the Demised Premises is located, give Landlord thirty (30) days' notice of cancellation or reduction in coverage, and furnish Landlord certificates of coverage on request. Under the Liability Insurance policy, the inclusion of additional insureds must not affect coverage for the named insured for claims made regarding this Lease against it by the named insured for claims made regarding this Lease against it by additional insureds where the claims would have been covered under the policy had the additional insured not been included. Tenant shall carry property insurance with respect to its furniture, fixtures and equipment providing "all risk" coverage. Tenant may use blanket policies.
 - (c) Landlord shall carry Liability Insurance with a limit of at least \$5,000,000 (combined single limit for bodily injury and property damage) which limit is subject to increase each three years, on Tenant's reasonable request. Landlord's Liability Insurance is primary to Tenant's Liability Insurance for occurrences in the Premises outside the Demised Premises. The insurer must be licensed in the state in which the Premises is located, give Tenant thirty (30) days' notice of cancellation or reduction in coverage, and furnish Tenant certificates of coverage on request. Under the Liability Insurance policy, the inclusion of additional insureds must not affect coverage for the named insured for claims made against it by additional insureds where the claims would have been covered under the policy had the additional insured not been included. The parties will coordinate the subrogation clauses of these coverages. To the extent required by any applicable Lease, Landlord shall carry property insurance on the Premises providing "all risk" coverage with a replacement cost endorsement. Landlord may use blanket policies and property insurance

deductibles up to \$100,000.

(d) Either party may self-insure as long as the self-insuring party's (or its parent corporation's) net worth exceeds \$60,000,000 and the self-insuring party (or its parent corporation) is consistently able to meet its financial obligations as they mature and complies with the law applicable to self-insurance.

(e) The merchandise and other property of Tenant and its employees at the Demised Premises may be subject to damage or loss by reason of many hazards, such as theft, fire, leakage, heater power failure, accidents, defects in plumbing, boiler or other explosions, and the bursting of pipes. Insurance is obtainable against most if not all of such hazards. Landlord shall not be liable for any damage to the Demised Premises or to the fixtures or equipment of Tenant contained therein or any loss suffered by Tenant caused by fire or any such other hazards, excluding such damage or loss caused by the negligence or willful misconduct of Landlord, its employees, agents or subcontractors.

13. RESPONSIBILITY. To the extent permitted by the Constitution and laws of the State of Ohio, each party (the "Responsible Party") agrees to bear full responsibility for claims arising against the other party, where such claims arise out of or relate to the Responsible Party's (i) breach of the provisions of this Agreement; (ii) the negligent or intentional act or omission of Responsible Party or any of its directors/trustees, officers, or employees; or (iii) violation by Responsible Party or any of its directors/trustees, officers, employees or agents of any applicable laws, regulations, or orders. Nothing herein shall preclude the Responsible Party from asserting any defenses it may have under law.
14. DANGEROUS MATERIALS. Tenant shall not keep or have on the Demised Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Demised Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. This shall not include the types of articles or items which are ordinarily used in a business setting but which may be considered dangerous, flammable or explosive.
15. ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublet all or any part of the Demised Premises. This prohibition of sublease or assignment does not apply for any assignment or transfer: (a) to any present or future subsidiary, affiliate, or parent of Tenant; or (b) to any successor in interest of the entire business or Tenant as a result of merger, consolidation, purchase, assignment, or operation of law. In no event will Tenant be required to obtain the consent of Landlord for any name change of Tenant. In such event as described in this paragraph, Tenant must notify Landlord of such change in a timely manner.
16. TAXES. Tenant shall have no responsibility to pay any share of common area maintenance charges which may be assessed upon Landlord as part of any applicable Lease. Landlord shall be solely liable for any and all common area maintenance charges under the terms of the Lease. Tenant shall be responsible for payment of any real estate taxes or such similar taxes which are due solely as a result of Tenant's commercial usage of the Demised Premises.
17. DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises in which the Demised Premises exist are partially destroyed in a manner that prevents the conduct of Tenant's business within the Demised Premises in a normal manner, and if the damage is reasonably repairable within

sixty (60) days after the occurrence of the destruction, and if the cost of repair is less than \$100,000, Landlord shall repair the Premises and lease payments shall abate during the period of repair. However, if the damages are not repairable within sixty (60) days, or if the cost of repair is \$100,000 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the Premises of which the Demised Premises is a part is condemned, this Lease shall terminate upon twenty (20) days after receipt of written notice of such event or condition by either party.

18. MECHANICS LIEN. Neither Tenant or anyone claiming through Tenant shall have the right to file mechanics liens or any other kind of lien on the Demised Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.
19. DEFAULT. Tenant shall be in default of this Lease if Tenant fails to fulfill any Lease obligation by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any obligation within thirty (30) days after written notice of such default is received by Tenant, Landlord may take possession of the Demised Premises without further notice, and without prejudicing Landlord's rights to damages; provided, however that if the nature of the default is such that the same cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecuting the same to completion. In the alternative, Landlord may elect to accept a cure of any financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord, including reasonable attorney's fees, if any, by reason of Tenant's defaults.

Landlord shall be in default of this Lease if Landlord fails to fulfill any Lease obligation or term by which Landlord is bound. If Landlord fails to cure any such obligation or term within thirty (30) days after receipt of written notice of such default from Tenant, then Tenant may perform the same for the account of and at the expense of Landlord, and in such event Landlord shall reimburse Tenant no later than five (5) business days after written demand; provided, however, that if the nature of the default is such that the same cannot be reasonably cured within such thirty (30) day period, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion.

20. EXCUSE OF PERFORMANCE (FORCE MAJEURE). Notwithstanding anything in this Lease to the contrary, if Tenant shall be delayed or hindered in or prevented from performance of any act required herein by reason of any strike, lock-out, labor dispute, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, failure of power, inability to obtain any material or service, Act of God or other reasons of a like nature not related to the fault of Tenant, then performance of such act by Tenant shall be excused for the period of the delay and the period for the performance of any such act by Tenant shall not be extended for a period equivalent to the period of such delay.
21. CONDITION SUBSEQUENT. The effect of this Lease shall be binding upon the parties hereto at the time of the signing hereof with the condition subsequent that in the event that the appropriate regulators of Tenant do not grant approval of such Lease or the providing of the agreed services, then Tenant shall be released from further obligation under this Lease and agrees to release Landlord from same provided, however, that in such event, Tenant shall remain liable for all direct damages suffered by Landlord. Landlord shall use its best efforts to mitigate its damages by promptly searching for a replacement tenant which will provide the same services at the same rate as Tenant has agreed.

22. TENANT EMPLOYEES. Tenant agrees that it, its employees, agents and subcontractors and all persons about the Demised Premises under its control, shall and will abide by all regulations promulgated for the operation of the Building by the governing body of the Landlord which can be found at the Miami University Policy and Information Manual and the Miami University Student Handbook, both of which are publicly available to PNC on the University's website provided that such rules and regulations do not conflict with any laws or regulations applicable to Tenant's business and do not unreasonably impair Branch operations. Landlord agrees, to the best of Landlord's ability, to promptly notify Tenant at any time that rules or regulations are going to be enacted concerning the operation of the Building which could affect Tenant and further agrees to coordinate such rules and regulations with Tenant so that any special requirements of Tenant in the conduct of its business shall be taken into consideration prior to enactment by Landlord. Tenant's employees, while working at the Branch, shall be entitled to the nonexclusive use of the restroom facilities and any break room in the Building provided by Landlord for the convenience of Landlord's employees.

23. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by certified mail, return receipt, postage prepaid, addressed as follows:

TO LANDLORD:
Miami University
107 Roudebush Hall
Oxford, OH 45056
Attn: Treasury Services

TO TENANT:

PNC Bank, National Association
Attn: Retail Leasing Manager
620 Liberty Avenue
Two PNC Plaza, 19th Floor
Pittsburgh, Pennsylvania 15222

Such addresses may be changed from time to time by either party by providing notice as set forth above.

24. AUTHORITY OF PARTIES. Landlord and Tenant each warrants that it is authorized and empowered to enter into this Lease, that the person signing on its behalf is duly authorized to execute this Lease, and that no other signatures are necessary.

25. BINDING OF SUCCESSORS. All terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, and to their successor and assigns and legal representatives.

26. CONSENT NOT UNREASONABLY WITHHELD. All consents, permissions and approvals require or permitted by Landlord hereunder shall be in writing and shall not be withheld, conditioned or delayed unreasonably.

27. NO JOINT VENTURE. Nothing contained in this Lease shall be deemed or construed by the parties hereto by any third party to create the relationship of principal and agent, or of partnership, or of joint venture between Landlord and Tenant.
28. CONSTRUCTION. The titles of the sections or paragraphs of this Lease are for the convenience of the parties and shall not bind or limit any of the terms or provisions of this Lease. Whenever the context of this Lease requires, the neuter gender includes the masculine or the feminine, and the singular number includes the plural.
29. ENTIRE AGREEMENT/AMENDMENT. This Lease is an exhibit to and an integral part of the University Banking Services Agreement and contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by both parties obligated under the amendment.
30. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be held to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
31. RECORDING. Neither party shall record this Lease in any form without the prior written consent of the other.
32. WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
33. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law
34. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Ohio (without regard to conflicts of law provisions of the State).

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto be legally bound have hereunto set their hands and seals this 17th day of December, 2018.

Miami University
("Landlord")

David K. Creamer
Senior Vice President for
Finance and Business Services
Miami University

By: David K. Creamer
Title: _____
Date: 12-17-18

PNC Bank, National Association
("Tenant")

By: [Signature]
Title: Senior Vice President, University Banking

Date: December 13, 2018



EXHIBIT C
NON-PNC ATMS

- 1) Miami University Community Federal Credit Union - ATMs
 - a) MIAMI UNIVERSITY - HAMILTON CAMPUS Schwarm Hall (near the Food Court)
 - b) MIAMI UNIVERSITY - MIDDLETOWN CAMPUS Johnston Hall (near the Cashiers' Office)
 - c) MIAMI UNIVERSITY- OXFORD CAMPUS King Library (first floor near the circulation desk)
 - d) MIAMI UNIVERSITY- OXFORD CAMPUS north side of East Withrow Street, approximately 130 feet east of the main entrance to McKie Field/Hayden Park, Oxford, Ohio 45056
 - e) WELLS MILL DRIVE-THROUGH, 420 Wells Mills Drive, Oxford, Ohio 45056

EXHIBIT D**UNIVERSITY MARKS**

1. The University marks, logos and other graphics that are licensed under the terms of the Web Agreement are:

Miami University logo (the “Beveled-M”) and the Miami University word mark.

2. PNC Bank agrees to use the University Marks in accordance with the standards set forth at the following URL: <http://miamioh.edu/ucm/miami-brand/logos/index.html>.

University shall pre-approve all uses of the University Marks.

EXHIBIT E
PNC BANK MARKS

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



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

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

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

EXHIBIT F

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this “Web Agreement”), effective as of the 1st day of January, 2019, (“Effective Date”), is entered into by and between is entered into by and between Miami University, an institution of higher education organized and operated under the laws of the State of Ohio (“University”), and PNC Bank, National Association, a national banking association, (“PNC Bank”). This Web Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the “Banking Services Agreement”). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

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

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

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

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

1. DEFINITIONS

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

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

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

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

2. TERM AND TERMINATION

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

3. GRANT OF LICENSE

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

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

4. WARRANTIES

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

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

[Signature page to follow]

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

MIAMI UNIVERSITY

By: David K. Creamer
Name: David K. Creamer
Senior Vice President for
Finance and Business Services
Title: Miami University
Date: 12-17-18

PNC BANK, NATIONAL ASSOCIATION

By: Nickolas P. Certo
Name: Nickolas P. Certo
Title: Senior Vice President, University Banking
Date: December 13, 2018

**SCHEDULE A
TO “EXHIBIT F”
PNC BANK MARKS**

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

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



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

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

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

**SCHEDULE B
TO “EXHIBIT F”
UNIVERSITY MARKS**

1. The University marks, logos and other graphics that are licensed under the terms of the Web Agreement are:

Miami University logo (the “Beveled-M”) and the Miami University word mark.

2. PNC Bank agrees to use the University Marks in accordance with the standards set forth at the following URL: <http://miamioh.edu/ucm/miami-brand/logos/index.html>.

University shall pre-approve all uses of the University Marks.

EXHIBIT G

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT (“CM Agreement”), by and between Miami University, an institution of higher education organized and operated under the laws of the State of Ohio (“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 of even date herewith between University and PNC Bank (the “Agreement”). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

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

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

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

1. Definitions

- (a) “Access Device” shall mean a card, code, or other means of access to the PNC Financial Account, or any combination thereof, that may be used by a student to initiate electronic fund transfers.
- (b) “Award Year” shall mean each year during the Term of the Agreement in which the University is entitled to receive compensation as defined under the Agreement, (*e.g.*, royalties, rent, etc).
- (c) “Customer Complaint” shall mean when a PNC Bank customer, prospective customer or other user of PNC Bank’s or University’s products or services who is also a full or part time student of the University, expresses dissatisfaction with PNC Bank’s products, services and/or business practices within the scope of the engagement between the PNC Bank and University, regardless of whether such dissatisfaction is expressed verbally, in writing or by electronic or other means. Customer Complaints shall be handled according to the University policies.
- (d) “Direct Marketing” shall mean: (i) the University communicating information directly to its students about the PNC Financial Account and how it may be opened; (ii) The PNC Financial Account or Access Device is cobranded with the institution’s name, logo, mascot, or other affiliation and is marketed principally to students at the institution; or (iii) A card or tool that is provided to the student for institutional purposes, such as a student ID card, is validated, enabling the student to use the device to access a financial account.
- (e) “DoE Regulation” shall mean the Department of Education Regulation for Cash Management, as amended from time to time, (34 CFR 668).

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

2. Student Choice

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

3. Customer Complaints

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

4. University DoE Regulation Compliance

- (a) Student Consent. The University is required to ensure that student consent has been obtained by the Financial Institution prior to opening a PNC Financial Account. The Financial Institution complies with the applicable laws that govern the account opening process. Therefore, the Financial Institution always secures the student's consent prior to opening a PNC Financial Account. The Financial Institution has reviewed its account opening policy with the University and the University has concluded the student consent requirement is deemed satisfied. Financial Institution warrants that no Access Device are provided to students prior to obtaining consent to open a PNC Financial Account.
- (b) Student Choice. The University shall provide the PNC List to the 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 shall comply with the provisions of Section 5 of this CM Agreement.
- (d) Compensation and PNC Financial Account Data
 - (1) In accordance with the effective date set forth in the DoE Regulation, the University may be required to disclose on the University website, in a manner defined by the Secretary of Education, certain information, which may include direct or indirect compensation, regarding the most recently completed Award Year under the terms of the Agreement.
 - (2) The University may also be required to disclose certain information regarding the number of students who had PNC Financial Accounts, the amount of fees incurred, at any time during the most recently completed Award Year, by students who have PNC Financial Account(s), as a result of the Agreement, ("PNC Financial Account Data"). In addition, and in accordance with the effective date set forth in the DoE Regulation, the University shall provide the Department of Education Secretary with an up-to-date URL so this information can be published in a centralized database accessible to the public.
 - (3) In order to satisfy the requirements of this Section 4(d), University shall comply with the provisions of Section 5 of this CM Agreement.
- (e) The University shall provide the Financial Institution with sixty (60) days prior notice of its intent to comply with Sections 2(b), 4(c), and 4(d). The University shall also provide, when requested, a copy of the Agreement or up-to-date URL that will be used to comply with the DoE Regulation.
- (f) ATMs. The University has determined the ATM requirements set forth by the DoE Regulation are satisfied pursuant to the ATM License Agreement which is an exhibit to the Agreement. This determination is subject to periodic review based on Customer Complaints or feedback regarding convenience.
- (g) Best Interest of the Students. During the Term of the Agreement the University will conduct reasonable due diligence reviews in a manner and frequency defined by the

Secretary of Education, to ascertain whether the fees charged by PNC Bank to customers who have obtained the PNC Financial Account are, considered as a whole, consistent with or below prevailing market rates, (the “Review”).

- (1) The DoE Regulation requires the University have the right to terminate the Agreement should the findings of the Review disclose the PNC Financial Account fees are not considered as a whole, consistent with or below prevailing market rates. Additionally, the DoE Regulations requires that the University have the right to terminate the Agreement should it receive Customer Complaints from PNC customers who are full or part time students of the University. The Review or results from Customer Complaints shall be, collectively or individually, deemed a reason for termination by the University, (“DoE Cause for Termination”)
 - (a) The University agrees that, prior to terminating the Agreement under this Section 4(g)(2), the University shall provide PNC with a copy of their Review and 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.

5. DoE Compliance Information

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

- (a) The University must always request any and all information regarding the Agreement or the PNC Financial Account(s) from the Financial Institution, including but not limited to:

- (i) PNC Financial Account Data, or information related thereto; (ii) information used to derive the PNC List; and (iii) any other information, including the Agreement, which is required to be disclosed under the DoE Regulation.
- (b) The University shall not provide any DoE Compliance Information which references PNC Bank, its products or services without the prior written approval of the Financial Institution, which approval shall not be unreasonably withheld.
- (c) The Financial Institution reserves the right to revise the DoE Compliance Information as deemed necessary to ensure the accuracy of any information that is provided by the University, regarding the Financial Institution, the PNC Financial Account, and any other information related thereto.
- (d) The Financial Institution shall provide to the University, in its reasonable discretion, all information requested under Section 5(a) of this Agreement to assist University with its DoE Regulation Compliance. PNC Bank currently employs a notice letter in the form attached as “Schedule A” to supply such information, though it reserves the right to revise or replace this form in its discretion.

[SIGNATURE PAGE TO FOLLOW]

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.

MIAMI UNIVERSITY

By: David D Creamer
Name: David K. Creamer
Senior Vice President for
Finance and Business Services
Title: Miami University
Date: 12-17-18

PNC BANK, NATIONAL ASSOCIATION

By: Nickolas P. Certo
Name: Nickolas P. Certo
Title: Senior Vice President, University Banking
Date: December 13, 2018

**SCHEDULE “A”
TO EXHIBIT “G”**

TEMPLATE OF ANNUAL MEAN, MEDIAN AND CONSIDERATION COMMUNICATION

To be delivered by the end of August annually to Schools with whom PNC Bank has an arrangement which qualifies as T2 under the Cash Management Regulation.

XX,XX,XXXX

[ADDRESS]

Dear XXXX:

On October 30, 2015, the Department of Education published final regulations amending its cash management rules (see, 34 CFR 668.161 – 668.167). In an effort to assist your institution in complying with the provisions under 34 CFR 668.164(e)(2)(vii), (e)(2)(vii), (e)(3), (f)(4)(iv), (f)(4)(v), and (f)(5), please refer to the information below.

The rules require, among other things, that an institution publicly post information on its website related to:

1. The total consideration paid or received by the parties under the contract between the institution and the financial account provider;
2. For any year in which the institution’s enrolled students open 30 or more financial accounts under the agreement,
 - a. The number of students who had financial accounts under the contract at any time during the most recently completed award year (July 1 – June 30), and
 - b. The mean and median costs incurred by those student accountholders

This letter contains information you may choose to use in order to comply with these cash management regulation requirements.

On September 7, 2016, the DOE issued Dear Colleague letter GEN 16-16, entitled “Institutional Reporting of Fee Information under the New Cash Management Regulations” (the “Letter”). A copy of the Letter can be found here <https://ifap.ed.gov/dpcletters/GEN1616.html>. In the Letter, the DOE presents “guidance to institutions and financial account providers about complying with new provisions requiring institutions to publicly disclose information about the costs incurred by students who elect to use a financial account offered under a Tier One or Tier Two arrangement.” The DOE provides the following three (3) specific methods institutions may choose to use for calculating the requested cost disclosure information shown above in #2:

1. Matching Directory Information
2. Accounts linked to Student IDs
3. Revenue Sharing

In addition, the DOE acknowledges that “many existing agreements already provide a convenient means by which the data required can be gathered.” This would be the case for PNC Bank. Hence, using our available account coding would be a fourth (4th) method allowed by the DOE. In any event, the DOE expects institutions “to use the method that is most accurate in light of the information they have,” and be able to evidence “that the cost information was calculated in a reasonable and reliable manner.”

The fourth method, described in the Letter, though not specifically enumerated, expressly permits institutions to use a method already available from their bank. We believe that the account coding process

long employed by PNC Bank qualifies as an acceptable method.

In the Letter, the DOE further permits institutions which must deal with the inability to eliminate non-students from the data “to include in the cost disclosures any student who held an account within the last two years. For example, the students identified by the institution as having an account under any of these approaches would be in a two-year cohort and the institution would disclose the number of students in that cohort and mean and median costs incurred by those students.” This two-year cohort calculation can be used to address any method the institution may choose to use wherein the elimination of non-students from the calculation is not administratively possible.

Therefore, in accordance with the Letter and other applicable law, PNC provides fee information and the number of student accountholders under the 4th method from a two-year cohort of customers whose student accounts were opened between July 1, 2016 and June 30, 2018. This information is provided for the sole purpose of reporting under the cash management regulation, and may not be revised, nor disseminated or employed for any other purpose.

In order to assist you in complying with the cash management regulations, PNC Bank reports as follows:

1. Total consideration paid in the period July 1, 20xx through June 30, 20xx: \$xxx,xxx; and branch rent: \$xx,xxx,
2. Total number of customers holding student financial accounts which originated under the contract from July 1, 20xx through June 30, 20xx: x,xxx
3. Mean student costs: \$xx.xx in the year ended June 30, 20xx.
4. Median student costs: \$x.xx in the year ended June 30, 20xx.

PNC Bank will permit posting this information to your website in a form and substance identical to the presentation of the information in the block above. If you have any questions or concerns as it may relate to the content provided in this letter, please reach out to me directly or through your University Banking Representative.

Sincerely,

NICKOLAS CERTO

Senior Vice President

Manager – University Banking

Off 412.762.6755 Cell 412.512.1585