Indiana University of Pennsylvania

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Date: June 22, 2016

CONTRACTS FOR APPROVAL

RECEIVED
JUN 23 2016
PA STATE SYSTEM OF HIGHER EDUCATION
OFFICE OF CHIEF COUNSEL

TO: Suzanne C. Williamson
University Legal Counsel
Office of University Legal Counsel
Dixon University Center
2986 North Second Street
Harrisburg, PA 17110

FROM: Cindy Drahnak
Purchasing Agent
Indiana University of Pennsylvania
PA State System of Higher Education

Cindy Drahnak
Signature of University Employee

The attached contract is submitted for your review:

Contract Number	Contractor	SS# or Federal I.D. No.
4900000351	PNC Bank, National Association	22-1146430

Contract Amount	Effective Date	Expiration Date
$250,000.00	upon approval of contract	

DOCUMENTS ATTACHED

- [x] Bidding Information
- [ ] Certification
  - [ ] Sole Source
  - [ ] Emergency
- [x] Contract
- [ ] Other – Stipulation of Settlement and Release of Claims Agreement
- [ ] RTK Info.

NOTE

X Document contains standard terms and conditions

___ Document contains modified terms and conditions

X Document contains attachments

COMMONWEALTH OF PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION

CONTRACT FOR

Local Banking Services

Contract Inquiry No. 4900000351

THIS AGREEMENT, made and entered into this 20th day of June, 2016, between Indiana University of Pennsylvania of the State System of Higher Education an instrumentality of the Commonwealth of Pennsylvania, (hereinafter referred to as "University"), located in Indiana, Pennsylvania,

AND

PNC BANK, NATIONAL ASSOCIATION The Tower at PNC Plaza, 300 Fifth Avenue, Pittsburgh, PA 15222 acting through its proper officials, (hereinafter referred to as "Contractor") (Federal I.D. 22-1146430).

Both the University and Contractor, when used together, are hereinafter referred to as Parties. The University is an instrumentality of the Commonwealth of Pennsylvania, established by and existing pursuant to Article XX-A of the Public School Code of 1949, as amended, 24 P.S. § 20-2001-A, et seq., and is authorized thereby to enter into this Contract.

The University desires to obtain banking services from the Contractor.

The goods and/or services described within this Contract provided by the Contractor to the University may also be procured by any other university that is part of the Pennsylvania State System of Higher Education ("PASSHE"), including the Dixon University Center (Office of the Chancellor). The combined value of the goods and/or services provided to other universities may not exceed two times the value of this Contract. The Contractor agrees to supply the goods/services to those universities on the same terms and conditions. To the extent that other universities may procure goods and/or services through the provisions of this paragraph, those individual universities assume the liability for payment to the Contractor.

NOW THEREFORE, for and in consideration of the foregoing and the mutual promises hereinafter expressed and intending to be legally bound hereby, the Parties agree as follows:

TABLE OF CONTENTS

SECTION 1.	CONTRACTOR DUTIES	4-5
SECTION 2.	TERM OF CONTRACT	5-6
SECTION 3.	RENEWALS	6
SECTION 4.	COST OF AGREEMENT	6
SECTION 5.	COMPENSATION/EXPENSES	6
SECTION 6.	INVOICES	6
SECTION 7.	PAYMENT	7
SECTION 8.	TAXES	7
SECTION 9.	ASSIGNMENT OF ANTITRUST CLAIMS	7
SECTION 10.	OWNERSHIP RIGHTS	8
SECTION 11.	TERMINATION OF AGREEMENT	8
SECTION 12.	AUDIT PROVISIONS	8
SECTION 13.	CONTRACTOR RESPONSIBILITY	9-10
SECTION 14.	CONTRACTOR INTEGRITY	11-13
SECTION 15.	AMERICANS WITH DISABILITIES ACT	14
SECTION 16.	ASSIGNABILITY AND SUBCONTRACTING	15
SECTION 17.	NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE	15-16
SECTION 18.	FORCE MAJEURE	16
SECTION 19.	DEFAULT	17-18
SECTION 20.	HOLD HARMLESS PROVISION	19
SECTION 21.	CONTRACTOR CONTROVERSIES	19
SECTION 22.	AMENDMENTS	19
SECTION 23.	SEVERABILITY	19
SECTION 24.	APPLICABLE LAW	20
SECTION 25.	INDEPENDENT CONTRACTOR	20
SECTION 26.	POST-CONSUMER RECYCLED CONTENT	20
SECTION 27.	ENVIRONMENTAL PROVISIONS	20
SECTION 28.	HAZARDOUS SUBSTANCES	20-22
SECTION 29.	WARRANTY	22
SECTION 30.	COMPLIANCE WITH LAW	22
SECTION 31.	INTEGRATION	22
SECTION 32.	PATENT, COPYRIGHT AND TRADEMARK INDEMNITY	22-23
SECTION 33.	COVENANT AGAINST CONTINGENT FEES	23
SECTION 34.	CHANGE ORDERS	23-24
SECTION 35.	MANDATORY REPORTING REQUIREMENTS	24-25
SECTION 36.	MANDATORY FINGERPRINTING AND BACKGROUND CERTIFICATION	25
SECTION 37.	GRAMM, LEACH, BLILEY	26-28
EXHIBIT A-1	[Intentionally deleted]	
EXHIBIT A-2	[Intentionally deleted]	
EXHIBIT A-3	PAPER PRODUCTS	30-32
EXHIBIT A-4	[Intentionally deleted]	
EXHIBIT A-5	MISCELLANEOUS PRODUCTS	33-34
EXHIBIT A-6	NONPAPER OFFICE PRODUCTS	35-36

EXHIBIT A-7 [Intentionally deleted]
EXHIBIT A-8 [Intentionally deleted]

EXHIBIT 1 [Intentionally deleted]
EXHIBIT 2 University Banking Services Agreement 37-73
EXHIBIT 3 Treasury Management Services Comprehensive Agreement © 2011 74-82
EXHIBIT 4 Account Agreement for Business Accounts 83-91
EXHIBIT 5 Check Cashing Agreement 92-95

1. CONTRACTOR DUTIES.

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties:

a. Local Banking Services as described in the University Banking Services Agreement attached hereto and incorporated hereby as Exhibit 2;
b. Treasury Management Services including but not limited to providing a central clearing account for deposition cash, check and coin receipts, controlled disbursement accounts (checking and associated services), daily sweep of funds to IUP central clearing investment account, Automated Clearing House (ACH) capability for incoming and outgoing transactions, and internet transaction and reporting system in accordance with a Treasury Management Agreement attached hereto and incorporated hereby as Exhibit 3;
c. Provide those services set forth in the terms and conditions for the Account Agreement for Business Accounts set front in Exhibit 4, which is attached hereto and incorporated hereby; and
d. Check cashing services in accordance with the terms and conditions of the Check Cashing Agreement attached hereto and incorporated hereby as Exhibit 5.

Contractor's response to the Indiana University of Pennsylvania Request for Proposal for Banking Services (RFP2016-02) is incorporated into and made a part of this agreement by reference.

Effective January 1, 2009 all Commonwealth of Pennsylvania records are subject to the Pennsylvania Right-to-Know Law.

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

2. TERM OF CONTRACT.

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be fixed by the Contracting Officer after the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The Contract shall not be a legally binding contract until after the Effective Date is affixed and the fully executed Contract has been sent to the Contractor. The Contracting Officer shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Commonwealth shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No agency employee has the authority to verbally direct the commencement of any work under this Contract. The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized

to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

The contract shall expire five (5) years from the date of approval by the Office of Attorney General.

3. RENEWALS

This contract can be renewed for up to two (2) additional one (1)-year terms by mutual agreement of the parties in writing. The total length of the contract including renewals will not exceed seven (7) years. The Contractor must offer to renew at the same rate(s) as the original contract. Contractor's written offer must be received in the Purchasing Services Office on or before ninety (90) days prior to the termination date of the final contract year. However, the University is under no obligation to accept any such offer.

4. COST OF AGREEMENT.

It is understood that the cost of this Agreement to the University shall not exceed the terms of the attached University Banking Services Agreement.

5. COMPENSATION/EXPENSES.

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

6. INVOICES.

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an itemized invoice to the agency at the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amounts due under the Contract/purchase order. The purchase order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the purchase order or task order to which it refers.

Contract Inquiry Number 4900000351
Accounts Payable Office
Indiana University of Pennsylvania
B-25 Clark Hall
1090 South Drive
Indiana, PA 15705
(Optional) Electronic Invoices: vendor-invoices@iup.edu

7. PAYMENT.

(a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Provide Service and Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

8. TAXES.

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 2374001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

9. ASSIGNMENT OF ANTITRUST CLAIMS.

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

10. OWNERSHIP RIGHTS.

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

11. TERMINATION OF AGREEMENT.

The Commonwealth has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor:

(a) Termination for Convenience. The Commonwealth shall have the right to terminate the Contract for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover lost profits.

(b) Non-appropriation. The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

(c) Termination for Cause. The Commonwealth shall have the right to terminate the Contract for Contractor default under paragraph 19, Default, upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under subparagraph (a).

12. AUDIT PROVISIONS.

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

13. CONTRACTOR RESPONSIBILITY.

(a) The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.

(b) The Contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.

(c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

(d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

(e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

(f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at:
http://www.dgs.state.pa.us/dgs/cwp/view.asp?a=353&Q=115573&dgsNav=|5053|

or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

All Contractors (if a corporate entity both signatories to this Contract must execute) with the State System shall sign the certification below:

Contractor Responsibility Certification

I certify that I, the Contractor identified herein, am not currently debarred or suspended by the Commonwealth of Pennsylvania, and am eligible to contract with the Commonwealth of Pennsylvania for the goods and/or services contained in this contract.

Contractor/Vendor — Title: Sr. Vice President

Date: 6/21/2016

Contractor/Vendor — Title: Secretary

Date: 6/21/2016

ALL PARTIES WHO SIGN THIS CONTRACT ON BEHALF OF THE CONTRACTOR MUST SIGN THE STATEMENT ABOVE.

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14. CONTRACTOR INTEGRITY.

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities: or (c) the entities have a common proprietor or general partner.

b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. **"Contractor"** means the individual or entity that has entered into this contract with the Commonwealth.

d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. **"Financial Interest"** means either:

(1) Ownership of more than a five percent interest in any business: or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).*

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be

responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

15. AMERICANS WITH DISABILITIES ACT.

(a) Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101, et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

(b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph (a) above.

16. ASSIGNABILITY AND SUBCONTRACTING.

(a) Subject to the terms and conditions of Paragraph 21, this Contract shall be binding upon the parties and their respective successors and assigns.

(b) The Contractor shall not subcontract with any person or entity to perform all or any part of the specified services to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

(c) The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

(d) Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

(e) For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor, provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

(f) Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

(g) A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

17. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.

During the term of the Contract, Contractor agrees as follows:

(a) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed or color.

(c) Contractors and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

(d) The Contractor shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

(e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the Contracting Officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Contracting Officer or the Bureau of Contract Administration and Business Development.

(f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

(g) The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

18. FORCE MAJEURE.

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the

Contract is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth, by notice to the Contractor, may suspend all or a portion of the Contract.

19. DEFAULT.

(a) The Commonwealth may, subject to the provisions of Paragraph 18, Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Paragraph 11, Termination of Agreement) the whole or any part of this Contract for any of the following reasons following written notice by the Commonwealth twenty (20) calendar days in advance of notice of the breach and failure by the Contractor to commence to remedy the same to the satisfaction of the Commonwealth, which shall not be unreasonably withheld:

1) Failure to begin work within the time specified in the Contract or as otherwise specified;

2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;

3) Unsatisfactory performance of the work;

4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;

5) Discontinuance of work without approval;

6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;

7) Insolvency or bankruptcy;

8) Assignment made for the benefit of creditors;

9) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;

10) Failure to protect, to repair, or to make good any damage or injury to property; or

11) Breach of any provision of this Contract.

(b) In the event that the Commonwealth terminates this Contract in whole or in part as provided in Subparagraph (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.

(c) If the Contract is terminated as provided in Subparagraph (a) above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Issuing Office, such partially completed work, including, where applicable, reports, working papers, and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due to the Contractor for such completed or partially completed works, such sums as the Contractor Officer determines to be necessary to protect the Commonwealth against loss.

(d) The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

(e) The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

(f) Contractor may declare this Agreement in default and follow those remedies as set forth in Paragraph 21 if i) the Commonwealth fails to perform or comply with any of the terms of this Agreement, ii) the Commonwealth breaches any other Agreement with the Contractor for the payment of money, or (iii) the Contractor in good faith suspects fraud or unlawful activity in connection with the Agreement. Following exhaustion of the Contractor's administrative remedies as set forth in Paragraph 21, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

20. HOLD HARMLESS PROVISION.

The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

21. CONTRACT CONTROVERSIES.

(a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written notice of controversy or claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

(b) The contracting officer shall review timely filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the 120 days (unless extended by consent of the Parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the Purchasing Agency.

(c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the Contracting Officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

22. AMENDMENTS.

This Agreement represents the complete agreement between the parties, superceding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this Agreement shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction or addition.

23. SEVERABILITY.

Should any term of this Contract be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the agreement to the extent possible.

24. APPLICABLE LAW.

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

25. INDEPENDENT CONTRACTOR.

In performing the services required by the Contract, the Contractor will act as an independent Contractor and not as an employee or agent of the Commonwealth.

26. POST-CONSUMER RECYCLED CONTENT.

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for the total recycled content as specified in Exhibits A-1 through A-8 to this Contract.

27. ENVIRONMENTAL PROVISIONS.

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

28. HAZARDOUS SUBSTANCES.

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code § 301.1 et seq.

(a) Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4) below:

1) Hazardous substances:

a) The chemical name or common name,
b) A hazard warning, and
c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

   a) The common name, but if none exists, then the trade name,
   b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
   c) The chemical or common name of hazardous substances consisting of 1.0% or more of the mixture,
   d) A hazard warning, and
   e) The name, address, and telephone number of the manufacturer.

3) Single Chemicals:

   a) The chemical name or the common name,
   b) A hazard warning, if appropriate, and
   c) The name, address and telephone number of the manufacturer.

4) Chemical Mixtures:

   a) The common name, but if none exists, then the trade name,
   b) A hazard warning, if appropriate,
   c) The name, address, and telephone number of the manufacturer, and
   d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

(b) Material Safety Data Sheet. The Contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

29. WARRANTY.

The Contractor warrants that all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all services and parts are warranted for a period of one year following completion of performance by the Contractor and acceptance by the Commonwealth. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

30. COMPLIANCE WITH LAW.

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

31. INTEGRATION.

The Contract, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments shall be made using the appropriate Commonwealth form.

32. PATENT, COPYRIGHT AND TRADEMARK INDEMNITY.

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the commonwealth under the contract. The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged

patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined. the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

33. COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

34. CHANGE ORDERS.

The Commonwealth reserves the right to issue change orders at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change order shall

be in writing signed by the Contracting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required under any change order shall be handled through Paragraph 21, "Contract Controversies". For purposes of this Contract, "change order" is defined as a written order signed by the Contracting Officer directing the Contractor to make changes authorized under this clause.

35. MANDATORY REPORTING REQUIREMENTS.

All employees and subcontractors of Contractor who provide a program, activity, or service to the University that are responsible for the care, supervision, guidance, or control of children are considered mandatory reporters of suspected cases of child abuse under Pennsylvania law if the individual has reasonable cause to suspect that a child is the victim of child abuse under any of the following circumstances: (i)the mandated reporter comes into contact with the child in the course of employment, occupation and practice of a profession or through a regularly scheduled program, activity or service; (ii) the mandated reporter is directly responsible for the care, supervision, guidance or training of the child, or is affiliated with an agency, institution, organization, school, regularly established church or religious organization or other entity that is directly responsible for the care, supervision, guidance or training of the child; (iii) a person makes a specific disclosure to the mandated reporter that an identifiable child is the victim of child abuse; or (iv) an individual 14 years of age or older makes a specific disclosure to the mandated reporter that the individual has committed child abuse. Nothing in this section shall require a child to come before the mandated reporter in order for the mandated reporter to make a report of suspected child abuse. Nothing in this section shall require the mandated reporter to identify the person responsible for the child abuse to make a report of suspected child abuse.

Mandated reporters must immediately make an oral report of suspected child abuse to the Department of Human Services (DHS), formerly the Department of Public Welfare, by calling 1-800-932-0313, or by filing a written report with DHS through Pennsylvania's Child Welfare Information Solution portal (https://www.compass.state.pa.us/CWIS). If an oral report is made, a written report shall also be made within 48 hours to DHS or the county agency assigned to the case as prescribed by DHS.

In addition to the mandatory reporting requirements above, employees and subcontractors of Contractor must immediately notify the University that a report of suspected child abuse has been made.

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36. MANDATORY FINGERPRINTING AND BACKGROUND CERTIFICATION.

All employees and subcontractors of Contractor who provide a program, activity, or service to the University, at the Contractor's university branch located in the Hadley Union Building, or the Contractor's branch known as the Farmers Branch located at 621 Philadelphia Street, Indiana, PA 15701, are required to submit to and provide evidence of a successful criminal background investigation. This includes all employees and subcontractors of Contractor who may come in contact with minors prior to assignment of that individual to the aforementioned locations during the term of this contract, and any contract extensions. Criminal background investigations include inquiries to determine past criminal convictions. All inquiries must comply with all state and federal laws. The following clearances are required to satisfy the criminal background investigation requirement.

1. Act 34 - Pennsylvania State Criminal Records
2. Act 114 - Federal Criminal History Record Information (FBI Fingerprint Investigation)(Act 114 of the amended Pennsylvania Public School Code requires a fingerprint-based background check.)
3. Act 151 - Pennsylvania Department of Human Services Child Abuse History Clearance

Contractor must maintain records of successful criminal background investigations and be able to provide evidence of successful criminal background investigations conducted within the prior 36 months for each employee and subcontractor or volunteer assigned to the university within 72 hours of a request from the university. Successful criminal background investigations must be completed prior to the performance of contracted services.

The University will not bear any costs associated with Contractors required criminal background investigations.

Nothing herein is intended to contradict or lessen compliance with applicable federal and state laws or regulations.

Contractor must sign below to certify that successful background certifications have been completed for all employees and subcontractors of Contractor and evidence of the successful criminal background investigations are available to the university within 72 hours of a request from the university. Contracted services cannot begin until this certification has been received by the University. If a corporation; a signature of the President or Vice-President. If an officer cannot sign, a certified resolution giving an individual the ability to sign on behalf of the officer and bind the corporation to the contract is required for the signature below.

Contractor's Official Signature

Contractor's EIN: 22-1146430

37. GRAMM, LEACH, BLILEY ACT

The University and Contractor mutually agree to incorporate the terms to comply with the requirements of the Gramm Leach Bliley Act ("GLB") dealing with the confidentiality of customer information and the Safeguards Rule.

(a) Definitions:

1) *Covered Data and Information* includes *Student Financial Information* (defined below) required to be protected under the Gramm Leach Bliley Act (GLB), as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by GLB. Covered data and information includes both paper and electronic records.

2) *Student Financial Information* is that information that the University has obtained from a customer in the process of offering a financial product or service, or such information provided to the University by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. § 225.28. Examples of student financial information includes addresses, phone numbers, bank and credit card account numbers, income and credit histories and Social Security numbers, in both paper and electronic format.

(b) Acknowledgment of Access to Covered Data and Information:

Contractor acknowledges that the Agreement allows the Contractor access to Covered Data and Information. Specifically, access to the following categories of Covered Data and Information is anticipated under the Agreement:

Non-public, personally identifiable information that the Contractor handles or maintains relating to the University or an individual in the process of offering the products or services covered under this agreement. Such information is covered whether it is in paper, electronic, or other form.

(c) Prohibition on Unauthorized Use or Disclosure of Covered Data and Information:

Contractor agrees to hold the covered data and information in strict confidence. Contractor shall not use or disclose Covered Data and Information received from or on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Indiana University of Pennsylvania.

(d) Safeguard Standard:

Contractor agrees that it will protect the Covered Data and Information it receives from or on behalf of the University according to commercially acceptable standards and no less rigorously that it protects its own confidential information.

(e) Return or Destruction of Covered Data and Information:
Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall:

1) Return to the University or, if return is not feasible, destroy all Covered Data and Information in whatever form or medium that Contractor received from or created on behalf of the University. This provision shall also apply to all Covered Data and Information that is in the possession of subcontractors or agents of Contractor. In such case, Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of Covered Data and Information. Contractor shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Contractor shall certify in writing to the University that such return or destruction has been completed.

2) If Contractor believes that the return or destruction of Covered Data and Information is not feasible, Contractor shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Contractor shall extend the protections of this Agreement to Covered Data and Information received from or created on behalf of the University, and limit further uses and disclosures of such Covered Data and Information, for so long as Contractor maintains the Covered Data and Information.

(f) Term and Termination:

1) In addition to the rights of the parties established by the underlying Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations under this Agreement, the University, in its sole discretion, shall have the right to:

(i) exercise any of its rights to reports, access and inspection under this Agreement; and/or

(ii) require Contractor to submit to a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or

(iii)provide Contractor with a fifteen (15) day period to cure the breach; and/or

(iv)terminate the Agreement immediately if Contractor has breached a material term of this Agreement and cure is not possible.

2) Before exercising any of these options, the University shall provide written notice to Contractor describing the violation and the action it intends to take.

(g) Subcontractors and Agents:

If Contractor provides any Covered Data and Information which was received from, or created for, the University to a subcontractor or agent, then Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.

(h) Maintenance of the Security of Electronic Information:

Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Covered Data and Information received from, or on behalf of, the University.

(i) Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:

Contractor shall report to the University any use or disclosure of Covered Data and Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not less than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Covered Data and Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University.

(j) Indemnity:

Contractor shall defend and hold the University harmless from all claims, liabilities, damages, or judgments involving a third party, including the University's costs and attorney fees, which arise as a result of Contractor's failure to meet any of its obligations under this Agreement.

(k) Survival:

The respective rights and obligations of Contractor under Section 35 (e) shall survive the termination of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done the date first written above.

FOR THE CONTRACTOR:

Signature 6/21/2016 Date

Nickolas Cerra
Name (Print/Type)

President/Vice President
(Circle One)

Signature 6/21/2016 Date

CHRISTI DAVIS
Name (Print/Type)

Secretary/Treasurer
(Circle One)

EFFECTIVE DATE
JUL 25 2016
OF CONTRACT

Note regarding signatures above. If a corporation, two signatures are required, one being the President or Vice President, the second being the Secretary or Treasurer. Signatory authority of either signatures can be delegated provided there is a certified Board resolution presented with this contract.

FOR THE COMMONWEALTH:

Indiana University of Pennsylvania 6/22/2016 Date
PA State System of Higher Education

APPROVED AS TO FISCAL REPONSIBILITY,BUDGETARY APPROPRIATENESS AND AVAILABILITY OF FUNDS

Associate Vice President Finance 6/22/16 Date

APPROVED AS TO FORM AND LEGALITY

University Legal Counsel, 6/29/2016 Date
PA State System of Higher Education

Deputy Attorney General 7/25/16 Date
Commonwealth of Pennsylvania

Office of General Counsel 7/5/16 Date
Commonwealth of Pennsylvania

ALL SIGNATORIES ON BEHALF OF CONTRACTOR MUST EXECUTE CONTRACTOR RESPONSIBILITY CERTIFICATION IN PARAGRAPH 13(f) OF THIS CONTRACT.

EXHIBIT A-3
PAPER PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove Kraft, white and colored (including manila) Kraft, unbleached Excludes custom envelopes	30 10 10
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20
Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
Newsprint		
Newsprint	Groundwood paper used in newspapers	20

Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose industrial wipers	Used in cleaning and wiping applications	40
Paperboard and Packaging Products		
Corrugated containers (<300psi) (300 psi)	Used for packaging and shipping a variety of goods	 25 25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5
Miscellaneous Paper Products		
Tray liners	Used to line food service trays. Often contain printed information	50

"Post-consumer" content is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material."

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with "pre-consumer," "recovered," or "secondary" paper fiber.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) ***MANUFACTURER/MILL* CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed ***Manufacturer/Mill*** Certification form must be used. Bidders are not required to submit the completed and signed ***Manufacturer/Mill*** Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY**

FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED *MANUFACTURER/MILL* CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

EXHIBIT A-5
MISCELLANEOUS PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All miscellaneous products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Miscellaneous Products	Recovered Material Content
Awards and Plaques	
----- Glass	75% (post-consumer) + 25% (recovered)
----- Wood	100% (total)
----- Paper	40% (post-consumer)
----- Plastic and Plastic/Wood Composites	50% (post-consumer) + 45% (recovered)
Industrial Drums	
----- Steel[1]	16% (post-consumer) + 9% (recovered)
----- Plastic (HDPE)	30% (post-consumer)
----- Fiber (paper)	100% (post-consumer)
Mats	
----- Rubber	75% (post-consumer) + 10% (recovered)
----- Plastic	10% (post-consumer) + 90% (recovered)
----- Rubber/Plastic Composite	100% (post-consumer)
Pallets	
----- Wood	95% (post-consumer)
----- Plastic	100% (post-consumer)
----- Thermoformed	25% (post-consumer)
----- Paperboard	50% (post-consumer)
Signage	
----- Plastic	80% (post-consumer)
----- Aluminum	25% (post-consumer)
----- Plastic Sign Posts/Supports	80% (post-consumer)
----- Steel Sign Posts/Supports[2]	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
Sorbents	
----- Paper	90% (post-consumer) + 10% (recovered)
----- Textiles	95% (post-consumer)
----- Plastics	25% (total)
----- Wood[3]	100% (total)
----- Other Organics/Multimaterials[4]	100% (total)
Manual-Grade Strapping	
----- Polyester	50% (post-consumer)
----- Polypropylene	10% (total)
----- Steel[2]	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

[1]Steel used in steel drums is manufactured using the Basic Oxygen Furnace (BOF) process, which contains 25-30% total recovered material, of which 16% is post-consumer steel. Steel used in manual-grade strapping is manufactured using either the BOF process or the Electric Arc Furnace (EAF) process, which contains 100% total recovered materials, of which 67% is post-consumer steel.

[2]The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

[3]"Wood" includes materials such as sawdust and lumber mill trimmings.

[4]Examples of other organics include, but are not limited to, peanut hulls and corn stover. An example of multimaterial sorbents would include, but not be limited to, a polymer and cellulose fiber combination.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the miscellaneous product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) ***MANUFACTURER/MILL* CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed ***Manufacturer/Mill*** Certification form must be used. Bidders are not required to submit the completed and signed ***Manufacturer/Mill*** Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED *MANUFACTURER/MILL* CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the miscellaneous product(s), to provide the Commonwealth with documentary evidence that the miscellaneous product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-6
NONPAPER OFFICE PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All nonpaper office products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Nonpaper Office Product	Recovered Material Content
Recycling Containers and Waste Receptacles: ------Plastic ------Steel[1] ------Paper --------Corrugated --------Solid Fiber Boxes --------Industrial Paperboard	 20% (post-consumer) 16% (post-consumer) + 9% (recovered) 25% (post-consumer) 40% (post-consumer) 40% (post-consumer) + 60% (recovered)
Plastic Desktop Accessories (polystyrene) including desk organizers, sorters, and trays, and memo, note, and pencil holders.	25% (post-consumer)
Binders: ------Plastic-Covered ------Paper-Covered ------Pressboard ------Solid Plastic --------HDPE --------PE --------PET --------Misc. Plastics	 25% 75% (post-consumer) + 15% (recovered) 20% (post-consumer) + 30% (recovered) 90% (post-consumer) 30% (post-consumer) 100% (post-consumer) 80% (post-consumer)
Trash Bags (plastic)	10% (post-consumer)
Toner Cartridges	Return used toner cartridges for remanufacturing and reuse or purchase a remanufactured or recycled-content replacement cartridge.
Printer Ribbons	Procure printer ribbon reinking or reloading services or procure reinked or reloaded printer ribbons.
Plastic Envelopes	25% (post-consumer)
Plastic Clipboards: --------HDPE --------PS --------Misc. Plastics	 90% (post-consumer) 50% (post-consumer) 15% (post-consumer)
Plastic File Folders --------HDPE	 90% (post-consumer)
Plastic Clip Portfolios --------HDPE	 90% (post-consumer)
Plastic Presentation Folder --------HDPE	 90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

[1]The recommended recovered materials content levels for steel in this table reflect the fact that the designated item is made from steel manufactured from in a Basic Oxygen Furnace (BOF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the nonpaper office products which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) ***MANUFACTURER/MILL* CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed ***Manufacturer/Mill*** Certification form must be used. Bidders are not required to submit the completed and signed ***Manufacturer/Mill*** Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED *MANUFACTURER/MILL* CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper, to provide the Commonwealth with documentary evidence that the nonpaper office product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT 2

UNIVERSITY BANKING SERVICES AGREEMENT

THIS UNIVERSITY BANKING SERVICES AGREEMENT ("Agreement") dated and effective the same date as Contract Inquiry No. 4900000351 (the "Contract"), and entered into by and between Indiana University of Pennsylvania, part of the Pennsylvania State System of Higher Education, an agency of the Commonwealth of Pennsylvania, and an institution of higher education organized and operated under the laws of the state of Pennsylvania, having offices at 650 S. 13th Street, Indiana, PA 15705 ("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) "Campus" shall mean both the main University campus in Indiana, Pennsylvania and the University campus in Punxsutawney, Pennsylvania.

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

(e) "E-Branch" shall mean the Electronic Banking Center located at Hadley Union Building.

(f) "Effective Date" shall mean the date of approval of the Contract by the Office of the Attorney General.

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

(f) "Force Majeure" shall have the meaning given that term in Section 18 of the Contract.

(g) "New Student List" shall mean an annual list of newly enrolled incoming first-year students at the University who have not opted-out of disclosure of their directory information pursuant to the University's FERPA policy. This list shall be provided by the University to PNC Bank for PNC to be able to provide Program materials directly to new students in advance of the new student moving onto campus.

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

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

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

(k) "Program Expectations" shall mean the number of new checking Accounts that PNC Bank seeks to open for the Constituents in a given time period of the Term.

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

(m) "Student-List" shall mean a list of currently enrolled undergraduate and graduate students at the University. This list shall be provided by the University to PNC, at the beginning of the first year of this Agreement, to enable PNC Bank to send Program material directly to those undergraduate and graduate students who have not opted-out of disclosure of their directory information pursuant to the University's FERPA (the federal Family Educational Rights and Privacy Act) policy.

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

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

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

2. TERM

This Agreement shall run coterminous with the Contract, including any renewals thereof, and the term "Term" shall have that meaning as set forth in Section 2 of the Contract.

3. ROYALTY, PAYMENT TERMS

(a) Each January of the Term, beginning with January, 2017, the parties shall conduct an annual Program review, which shall include a comparison of the performance of the applicable year to the agreed upon Program Expectations. In the event the parties agree to extend the Term, the Program Expectations and Royalty shall be negotiated by the parties in good faith.

Account numbers are based on a January-December calendar year. Program Expectations may be adjusted only by mutual consent.

EXHIBIT 2

	2016	2017	2018	2019	2020	2021
Student-	1300	2300	2300	2300	2300	1000
Faculty & Staff - New Checking Accounts	25	50	50	50	50	25
Expectation Total	1325	2350	2350	2350	2350	1025

(b) In exchange for the consideration provided under this Agreement, PNC Bank will pay to University an annual license fee ("Royalty") calculated in accordance with this paragraph or, if applicable, paragraph (c) below. In the event that University attains the Program Expectation Total for a calendar year as specified in paragraph (a) above, PNC Bank will pay to University the following Royalty:

Year	Royalty
Signing Bonus*	$150,000.00
2016	$100,000.00
2017	$185,000.00
2018	$185,000.00
2019	$185,000.00
2020	$185,500.00
2021	$ 85,000.00
Total	$1,075,000.00

(i) Signing Bonus: PNC Bank shall also pay University a one-time guaranteed signing bonus in the amount of One Hundred and Fifty Thousand Dollars ($150,000.00). The guaranteed signing bonus shall be paid not later than sixty (60) days after this Agreement is fully signed.

(ii) The University shall repay to PNC Bank a certain percentage of the signing bonus, described above, should the final written agreement be cancelled for any reason prior to December 31, 2018, other than a default by PNC Bank. The percentage paid by the University shall be in accordance with the repayment chart set forth below.

Year Agreement Terminated	Signing Bonus Repayment Percentage
2016	100%
2017	50%
2018	25%
2019 and beyond	0%

(c) In the event the University fails to achieve the Program Expectations by category as stated in subsections 3(a), but achieves the total Program Expectation for new accounts in any year of the Term, PNC Bank shall pay University the Royalty as set forth in Section 3(b).

(d) Notwithstanding subsection 3(b), in the event that University does not attain the Program Expectation Total for any calendar year as specified in paragraph (a) above, PNC Bank will pay to University for any such calendar year a minimum guaranteed Royalty equal to the greater of (i) an amount equal to the Royalty stated in paragraph 3(b) above for the applicable calendar year multiplied by a fraction, the numerator of which is the number of new Accounts for the calendar year and the denominator of which is the Program Expectation Total for that calendar year; or (ii) an amount equal to seventy-five percent (75%) of the Royalty stated in paragraph 3(b) for the applicable calendar year.

(e) As of the Effective Date of this Agreement for any calendar year in which the Program Expectation Total is exceeded for any calendar year, additional Royalty payments ("Additional Royalty") would be available as follows:

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

(f) All Royalties, including any Additional Royalty and signing bonus, will be paid no later than the last day of February of the year following the calendar year to which the payment relates.

YEAR	Due Date
2016	February 28, 2017 for 2016
2017	February 28, 2018 for 2017
2018	February 28, 2019 for 2018
2019	February 28, 2020 for 2019
2020	February 28, 2021 for 2020
2021	Within 60 days of the expiration date

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

(h) 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 or additional Royalty payment under Section 3(b), 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
10%	3%	2%	5%	10%	20%	20%	20%	5%	2%	2%	1%

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

(i) 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 University campus, via approved University mediums and using approved University Marks. The Program shall include: presenting financial seminars to Constituents; offering debit card functionality for the University ID Card to access Accounts (in the University's discretion); issuing co-branded Visa® Debit Cards; and opening new Accounts for University Constituents. The debit card functionality added to the University ID Card shall include point-of-sale debit and ATM transactions. ATMs shall be provided pursuant to a separate Master License Agreement, **Exhibit A**, which is attached hereto and incorporated herein by this reference.

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

1. Are or become PNC Bank customers;
2. Solicits financial information within a PNC Bank branch; or
3. Independently utilizes electronic media for information regarding PNC Bank products and/or services.

(c) Accounts established under this Agreement may be eligible for a co-branded Visa Debit Card. PNC Bank shall have the exclusive right to issue the co-branded Visa Debit Card. PNC Bank will issue the Visa Debit 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 may be communicated electronically from time to time, as mutually agreed to by the parties. In order for either party to become the designated "Sender" with respect to CAN SPAM, the party must meet certain defined requirements.

1. Each party to this Agreement will comply with the following provision when engaging as the Sender under CAN-SPAM, as it may be applicable:

   (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)).

2. No a sexually oriented e-mails will be sent by either party under this Agreement.
3. The parties will agree, prior to the distribution of materials which entity shall be considered the Sender.

5. PNC BANK'S EMPLOYEES

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

(b) 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.

(c) PNC Bank shall be fully responsible for the acts of its employees, contractors and agents and shall take all reasonable precautions to prevent injury or loss to persons and property and shall be responsible for all damage to persons or property caused by PNC Bank or its employees, contractors or

agents. Further, PNC Bank assumes all liability arising out of dishonesty of its employees, contractors or agents.

6. COMMITMENTS OF UNIVERSITY

University shall, during the Term of this Agreement:

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

(i) Promote the availability of the Program to Constituents as mutually agreed with PNC Bank.

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

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

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

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

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

Students:

1. Mailing, at PNC Bank's expense, to the Student List at the beginning of the first school year of this Agreement.
2. Permitting on-campus access, at no cost to PNC Bank, including tabling by PNC Bank at mutually-agreed upon University events such as freshmen orientations, student fairs, etc.
3. Permitting the conduct by PNC Bank of direct mailings to the University or home addresses to the New Student List.
4. Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are: (i) in compliance with applicable laws; (ii) are limited to locations designated by the University for such activities; and (iii) are scheduled through the normal University process for reserving space.
5. Permitting the distribution by PNC Bank of Program communications, via distributions 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).
6. Providing PNC Bank preferred access to common areas, at no cost to PNC Bank, for mutually-agreed upon tabling events throughout the year.
7. 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.
8. Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings.
9. Supporting agreed-upon student events to be sponsored by PNC Bank
10. 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/iup

11. Permitting the use of intra-campus mail from time to time for the distribution by PNC Bank of mutually agreed upon Program communications approved bearing University Marks in writing in advance by University (which approval shall not be unreasonably withheld)

Faculty/Staff:

1. Permitting the distribution of materials by PNC Bank at new hire orientations
2. Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are: (i) in compliance with applicable laws; (ii) are limited to locations designated by the University for such activities; and (iii) are scheduled through the normal University process for reserving space.
3. Permitting on-campus tabling by PNC Bank, at no cost to PNC Bank, at University events including but not limited to benefit-related fairs via tabling, and new hires.
4. Facilitating annual mailings by and at the expense of PNC Bank to faculty and staff to the interdepartmental campus addresses provided by the University.
5. Permit PNC Bank to present agreed-upon on-campus financial seminars from time to time with individual University departments.
6. Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings.
7. Permitting the use of intra-campus mail from time to time for distribution by PNC Bank of mutually agreed upon Program communications approved in writing in advance by University, which approval shall not be unreasonably withheld.
8. Advertising by PNC Bank in University publications and mailings at agreed-upon fees.
9. 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/iup.

(c) With the University's prior approval, which shall not be unreasonably withheld, 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 exclusive ATM privileges on campus for a minimum of Six (6) ATMs as of the Effective Date. All ATMs shall be governed by and in accordance with the provisions of the Master License Agreement between PNC Bank and University entered into contemporaneously with this Agreement, which is attached hereto as **Exhibit A** and incorporated herein by this reference.

(e) Acknowledge PNC Bank's option to impose a surcharge for the use of its ATM(s). The surcharge shall be in the same amount as the surcharge imposed for use of PNC Bank branch ATMs in the Southwestern PA/Indiana 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 from establishing and/or operating a manned E-Branch on campus.

(g) 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 FERPA, other applicable laws and regulations, and the policies and procedures of the University and the Board of Governors of the State System of Higher Education.

7. COMMITMENTS OF PNC BANK:

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

(a) Offer the Program to Constituents;

(b) Marketing of the Program, which shall include, among other things:

i. At times mutually agreed between the parties, providing materials for the mailing of PNC Bank's advertising and promotional information to Constituents;
ii. Marketing the Program to Constituents as mutually agreeable during the Term, in accordance with Section 6 above;
iii. 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;
iv. Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa® Debit Card which will allow point of sale and ATM transactions everywhere the Visa® logo is displayed;
v. 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;
vi. Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;
vii. Providing University with an annual report of new Accounts opened and card transaction activity with de-identified, aggregated data; and
viii. Collaborate with the University to develop educational programs geared towards developing student financial awareness and responsibility.

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

8. JOINT OBLIGATIONS

(a) The parties agree that they shall:

(i) Issue a press release, jointly approved, upon execution of this Agreement;

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

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

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

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

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 Commonwealth of Pennsylvania, having at least an A.M. Best rating (or similar rating) of at least an "A-", as follows:

COMMERCIAL GENERAL LIABILITY

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

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

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

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

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

EMPLOYER'S LIABILITY

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

COMPREHENSIVE CRIME

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

PNC Bank shall name University as an additional insured on PNC Bank's General, Umbrella, Comprehensive and Automobile Liability policies. It is understood and agreed that PNC Bank's insurance applies on a "primary" basis with respect to the performance of any of PNC Bank's rights or obligations hereunder.

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

10. REPRESENTATIONS AND WARRANTIES

(a) University'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.

(b) 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.

11. LOCATIONS/SIGNS

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

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

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

13. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless University, its officers, directors, employees, and agents from and against all loss, cost, damage, liability, claim, expense (including reasonable legal fees and expenses), judgment and fine of any nature whatsoever, arising directly or indirectly, out of or relating to any third party claim for the following:

(a) Breach of failure of observance or performance of any representation, warranty, covenant or provision of this Agreement by Contractor;

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

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

(d) The use and/or occupancy by Contractor of University premises in connection with the Banking Services to be rendered hereunder.

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. [Intentionally deleted]

16. [Intentionally deleted]

17. [Intentionally deleted]

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 Pennsylvania's Right-to-Know Law, or in defense of any claims or causes of action asserted by the disclosing party; provided, however, that prior to disclosing the Confidential Information, the disclosing party shall (i) first notify the other party of such request or requirement, or use in defense of a claim, unless such notice is prohibited or not required by statute, rule or court order. 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 proprietary.

(d) The provisions of this section 18 shall be in addition to and not in lieu of Section 37 of the Contract.

19. [Intentionally deleted]

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. [Intentionally deleted]

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. [Intentionally deleted]

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

Procurement Services
Indiana University of Pennsylvania
Robertshaw Building
650 S. 13th Street
Indiana, PA 15705

With a copy to:

University Legal Counsel – IUP
Pennsylvania State System of Higher Education
2986 N 2nd Street
Harrisburg, PA 17110

If to PNC Bank, then to:

PNC Bank, National Association
The Tower at PNC Plaza
300 Fifth Avenue
Pittsburgh, Pennsylvania 15222
ATTN: Manager, University Banking

With a copy to:

PNC Bank, National Association
The Tower at PNC Plaza
300 Fifth Avenue
P1-POPP-21-1
Pittsburgh, Pennsylvania 15222
ATTN: Chief Counsel, Consumer Bank

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

26. [Intentionally deleted]

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.

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

PNC Bank, National Association ("PNC Bank")

By: _____

Name: Nickolas Certo

Title: Senior Vice President

Date: 6/21/2016

Indiana University of Pennsylvania ("University")

By: _____

Name: Terry Breslawski

Title: Director of Procurement

Date 6/22/2016

LIST OF EXHIBITS

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
INTENTIONALLY OMITTED

EXHIBIT C
PNC BANK MARKS

EXHIBIT D
UNIVERSITY MARKS

EXHIBIT E
WEBLINKING AGREEMENT

EXHIBIT F
DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

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EXHIBIT A
MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("ATM Agreement"), is effective as of the ____ day of _____ 2016, and entered into by and between Indiana University of Pennsylvania, an institution of higher education organized and operated under the laws of the state of Pennsylvania ("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. 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) The 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) bolted 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 or at the option of the University, pay for the damage caused by the removal of the ATMs and related Equipment.

(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, as applicable. 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 Customer'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 Customer 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 not expressly made payable by PNC Bank herein;

(iv) maintain the Location to allow for proper functioning of the ATM.

8. **Covenants**

(a) University hereby covenants as follows:

(i) it shall not use or permit the use of the PNC Bank name or logo without prior 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.

(iii) 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).

9. **Certain Rights of the Parties**

(a) During the term of this 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. During the Initial Term, the surcharge amount shall be Three Dollars ($3.00). In the event PNC Bank increases the amount of the ATM surcharge it imposes for users of its ATMs at its branches in the Southwestern PA market, then PNC Bank reserves the right to increase the surcharge hereunder to reflect such change. PNC Bank shall provide the University with at least a thirty (30) day prior notice of surcharge increase going into effect.

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 University Location in accordance with the standards for security generally at University's facilities. 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 by telephone or electronic communication of any damage to the Location which adversely affects the operation or security of the ATMs. If the ATM is bolted, the University will use reasonable efforts to protect the ATM. For any Location in which an ATM is not bolted, the University may, only if approved by PNC Bank, temporarily relocate the ATM to a more secure area within the Location, in order to correct or avoid such adverse effects. The University agrees to repair the Location at its expense.

(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, which may include and not be limited to relocation or removal by PNC Bank, University's security obligations hereunder shall again be governed by subsections (a) and (b) of this Section 12.

12. Insurance; Indemnity and Loss

PNC Bank shall maintain, and shall require its independent contractors to maintain workers' compensation insurance with respect to their respective employees in the amounts required by applicable law. PNC Bank shall maintain all insurance it deems necessary and appropriate for the operation of ATMs under this Agreement.

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, both parties 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.

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:

Procurement Services
Indiana University of Pennsylvania
Robertshaw Building
650 S. 13th Street
Indiana, PA 15705

With a copy to:

University Legal Counsel – IUP
2986 N 2nd Street
Harrisburg, PA 17110

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

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

PNC Bank, National Association ("PNC Bank")

By: _____

Title: Senior Vice President

Date: 6/24/2014

Indiana University of Pennsylvania ("University")

Terry Breslawski

By: _____

Title: Director of Procurement

Date: 6/22/14

EXHIBIT 2

SCHEDULE A

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

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

   See Exhibit 1 to this Schedule A

2. University's Interest in Location:

   See Exhibit 1 to this Schedule A

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

   See Exhibit 1 to this Schedule A

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

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

   _____

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

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

   _____

   See Exhibit 1 to this Schedule A

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated 6/20/2016 between PNC Bank and University.

Terry Breslawski, Director of Procurement

University: Terry Breslawski

PNC Bank: _____

Exhibit 1 to Schedule A

ATM LOCATIONS

Location (Address)	Location Owner	Blanket Liens or Mortgage (Yes or No)	Name of Lien/ Interest Holder
Stapleton Library	IUP	No	N/A
Memorial Field House	IUP	No	N/A
Punxsutawney Campus	IUP	No	N/A
Clark Hall	IUP	No	N/A
Kovalchick Complex #1	IUP	No	N/A
Kovalchick Complex #2	IUP	No	N/A

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

PNC BANK MARKS

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

EXHIBIT D

UNIVERSITY MARKS

University Marks and associated standards that are licensed under the terms of the Agreement can be found at the following URL: http://www.iup.edu/communications/graphicstandards/elements-of-the-identity/iup-logo/

Any use of University trademarks, logos or identifiers must be cleared for use by the University Office of Communications and Marketing.

Proofs shall be submitted to the Assistant VP of Finance for review and approval.

EXHIBIT E

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this "Web Agreement"), is effective as of the 20th day of June 2016, and entered into by and between is entered into by and between Indiana University of Pennsylvania, an institution of higher education organized and operated under the laws of the state of Pennsylvania, ("University"), and PNC Bank, National Association, a national banking association, ("PNC Bank"). This Web Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Banking Services Agreement"). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

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

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

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

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

1. DEFINITIONS

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

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

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

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

2. TERM AND TERMINATION

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

Agreement immediately if at any time content on the other party's Website is reasonably deemed to be objectionable or inconsistent with the mission or philosophy of the terminating party.

3. GRANT OF LICENSE

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

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.

INDIANA UNIVERSITY OF PENNSYLVANIA

By: Terry Breslawski

Name: Terry Breslawski

Title: Director of Procurement

Date: 6/22/2016

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: Nickolas Certo

Title: Senior Vice President

Date: 6/21/2016

SCHEDULE A
TO "EXHIBIT E"
PNC BANK MARKS

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

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

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

a. PNC must approve the "PNC" name being used.

b. When using the PNC names, never alter (such as by changing the case or otherwise) or combine those names with any other words

c. Use original reproduction artwork, never create your own PNC logo, or alter the original in any way

d. The PNC logo may ONLY be printed in black or in a color or colors approved by PNC

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

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

SCHEDULE B
TO "EXHIBIT E"
UNIVERSITY MARKS

University Marks and associated standards that are licensed under the terms of the Agreement can be found at the following URL: http://www.iup.edu/communications/graphicstandards/elements-of-the-identity/iup-logo/

Any use of University trademarks, logos or identifiers must be cleared for use by the University Office of Communications and Marketing.

Proofs shall be submitted to the Assistant VP of Finance for review and approval.

EXHIBIT F

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), by and between Indiana University of Pennsylvania, an institution of higher education organized and operated under the laws of the Commonwealth of Pennsylvania, ("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 latter of July 1, 2016 or 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) By July 1, 2016, in accordance with the DoE Regulation, the University will establish a process which includes multiple options for students, to receive direct payments for Title IV program funds. Financial Institution does not provide any Title IV payment services on behalf of the University.

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

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

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

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

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

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

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

(d) Compensation and PNC Financial Account Data

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

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

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

(e) The University shall provide the Financial Institution with sixty (60) days prior notice of its intent to comply with Sections 2(b), 4(c), and 4(d). The University shall also provide, when requested, a copy of the Agreement or up-to-date URL that will be used to comply with the DoE Regulation.

(f) ATMs. The University has determined the ATM requirements set forth by the DoE Regulation are satisfied pursuant to the ATM License Agreement which is an exhibit to the Agreement.

(g) Best Interest of the Students. The University has obligations to 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) As part of its review, the University shall provide PNC Bank with a copy of the results of each Review within fifteen (15) days from the completion of the review.

(2) The DoE Regulation requires the University have the right to terminate the Agreement should the findings of the Review disclose the PNC Financial Account fees are not considered as a whole, consistent with or below prevailing market rates. Additionally, the DoE Regulations requires that the University have the right to terminate the Agreement should it receive Customer Complaints from PNC customers who are full or part time students of the University. The Review or results from Customer Complaints shall be, collectively or individually, deemed a reason for termination by the University, ("DoE Cause for Termination")

(a) The University agrees that, prior to terminating the Agreement under this Section 4(g)(2), the University shall enter into a sixty (60) day discussion period with Financial Institution (the "Discussion Period"). During said Discussion Period the University and Financial Institution shall review the findings of the DoE Cause for Termination, to determine if it is inaccurate, non-conclusive, or if corrective action is necessary by the Financial Institution for those items deemed unsatisfactory by the or the result of Customer Complaints.

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

(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.

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.

INDIANA UNIVERSITY OF PENNSYLVANIA

By: Terry Breslawski

Name: Terry Breslawski

Title: Director of Procurement

Date: 6/22/2016

PNC BANK, NATIONAL ASSOCIATION

By:

Name: Nickolas Certo

Title: Senior Vice President, University Banking

Date: 6/21/2016

EXHIBIT 3

Treasury Management Services
Comprehensive Agreement ©2011

PNC

1. Agreement
This Agreement is in two parts. The first part contains the general terms and conditions under which **PNC Bank, National Association** or one of its affiliates ("**we**" or "**us**") will provide certain Treasury Management Services (each a "**Service**" and collectively, the "**Services**") to you. These general terms and conditions are in the sections below numbered 1 through 25. By signing below, you and we agree to be legally bound by these general terms and conditions. The second part of this Agreement contains terms and conditions applicable to the specific Services you select. We will give you the terms and conditions for a Service before you begin to use it. You and we agree to be legally bound by the terms and conditions specifically applicable to a Service when you begin to use that Service.

In addition, detailed procedures for the use of certain Services are contained in implementation documents ("**Documentation**") which, if applicable to a Service, we will supply to you before you begin to use that Service. When you begin to use a particular Service, you agree to be legally bound by all of the terms stated in the Documentation for that Service. The Documentation is an integral part of this Agreement and is incorporated into it by reference. This Agreement and the Documentation are intended to be read together. However, if there is any inconsistency between them, the terms of the Documentation will control.

As used in this Agreement, the terms "**you**", "**your**" and "**yours**" refer collectively to the entities signing this Agreement. Each such entity will be jointly and severally liable to us for the performance of the obligations of all such entities under this Agreement. You shall notify us in writing before any other entity uses a Service and shall sign or otherwise provide to us, and cause such other entity to sign or otherwise provide to us, such authorizing resolutions or other documentation in connection therewith as we may reasonably require.

This Agreement, including the Documentation, may be provided to you entirely or in part in paper form (including facsimile transmission) or electronically. Any part of this Agreement sent electronically shall be considered to be a "writing" or "in writing" and shall constitute an "original" when printed from electronic files or records established or maintained in the normal course of business.

Your deposit accounts with us that you use in connection with the Services are also subject to the Account Agreement for Business Accounts ("**Account Agreement**") that has been separately provided to you. The Account Agreement is an integral part of this Agreement and is incorporated herein by reference as amended from time to time. Your demand deposit or interest bearing checking account (if applicable) is also subject to our Funds Availability Policy, which is incorporated herein by reference as amended from time to time.

If there is a conflict between this Agreement (including without limitation the Documentation) and any other agreement with us, the terms of this Agreement shall be controlling, but only to the extent necessary to avoid inconsistency with the other agreement.

The Services are subject to applicable law including, without limitation, the Uniform Commercial Code and the regulations and rules of the Federal Reserve Board. You and we agree to comply with all applicable local, state and federal laws, rules and regulations, as amended from time to time ("**laws**"), including without limitation the Bank Secrecy Act, the USA Patriot Act, the federal anti-money laundering statutes and any laws or regulations that are enforced or administered by the Office of Foreign Assets Control. If there is a conflict between this Agreement and any law, then this Agreement shall vary such law to the fullest extent that the law allows.

2. Services
You may request additional Services (or delete existing Services) in the future by informing us in writing. You shall use the Services solely to carry on your lawful business, and you shall not use any of the Services to process or facilitate transactions for or on behalf of any third party without obtaining our prior written consent.

3. Fees
All fees for the Services will be as set forth in our standard fee schedules, unless we otherwise agree with you in writing. You will receive prior written notice if the fees are going to change. Unless we otherwise agree with you in writing, we will perform a monthly analysis of your accounts with us to determine if your non-interest bearing, collected, demand deposit balances for the month (net of balances required to support account activity) are sufficient, as determined solely by us, to compensate us for that month's fees. To the extent compensating balances are not sufficient, we will debit one of your accounts with us for the difference. Your monthly fees will be set forth on your monthly account analysis statement.

We will inform you separately if there are any fees that you may not pay by compensating balances. We will debit one of your accounts with us for such fees.

4. Security Procedures

If required for a Service, you must select a security procedure (**"Security Procedure"**) from the options we offer and name one or more authorized representatives (each an **"Authorized Representative"**) to initiate transactions and act for you with respect to the Services. If we follow a Security Procedure that is commercially reasonable (as determined by law) in acting on any instruction, direction, payment order, funds transfer or other debit or credit order (each an **"Instruction"**) issued in your name: (a) we shall be entitled to rely without investigation on such Instruction, and (b) you shall be bound by such Instruction, whether or not such Instruction is actually authorized by you.

Security Procedures are intended to confirm the authenticity of Instructions and not to detect errors in the content or transmission of Instructions, and we assume no responsibility for doing so. We also assume no responsibility to discover or audit for any unauthorized disclosure or use of the Security Procedure or other breach of security by your employees, agents or representatives, or any third party, and all losses resulting therefrom shall be solely your responsibility. If we become aware of any unauthorized disclosure or use of a Security Procedure or other breach of security by your employees, agents or representatives, or any third party, we will use reasonable efforts to notify you promptly of such disclosure, use or other breach. You shall promptly notify us of any suspected breach of security, whether or not involving your employees, agents or representatives.

You acknowledge that you have been advised of the various Security Procedures employed by us, that you understand them, and that the Instructions you will issue to us under this Agreement will employ Security Procedures suitable to your particular circumstances.

We reserve the right to change the Security Procedures upon notice to you.

5. Confidentiality

Our Security Procedures are strictly confidential and should be disclosed only to those individuals who are required to know them. If a Security Procedure involves the use of security codes, personal identification numbers (**"PINs"**), other confidential information, check stock, or other security devices, (collectively, **"security devices"**) you shall safeguard these security devices and make them available only to the individuals to whom they are issued as indicated, if applicable, on a sealed envelope or other package containing the security devices. You must instruct those individuals that they should not disclose or otherwise make available to anyone the Security Procedures or security devices. You must establish and maintain procedures to assure the confidentiality of and protected access to the Security Procedures and security devices.

All information, including but not limited to technology, know-how, processes, software, databases, employee information, trade secrets, contracts, proprietary information, historical and projected financial information, business strategies,
operating data and organizational and cost structures, product descriptions, pricing information, and customer information (including without limitation names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer lists), whether received before or after the date hereof, provided by a party or its Representatives, as defined below, (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**) in connection with this Agreement is confidential and is owned exclusively by the Disclosing Party or by the third parties from whom the Disclosing Party has secured the right to use such information (collectively, **"Confidential Information"**). The Receiving Party shall treat the Confidential Information as confidential and not copy (except for back-up purposes), disclose or otherwise make the Confidential Information available in any form to any person or entity except to its employees, affiliates, agents, consultants or representatives (**"Representatives"**) on a need to know basis, and to its applicable regulatory authorities and auditors. The Receiving Party agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its obligations under this Agreement. The Receiving Party agrees to use reasonable controls (but in all events at least the same degree of care and controls that such party uses to protect its own confidential and proprietary information of similar importance) to prevent the unauthorized use, disclosure or availability of Confidential Information. In addition to the foregoing, you and we shall have appropriate policies and procedures to (a) protect the security and confidentiality of the Confidential Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, (c) protect against unauthorized access to or use of such Confidential Information that could

result in harm or inconvenience to the other or to the other's customers and (d) ensure the proper disposal of such Confidential Information as may be required by applicable law. You and we will notify each other of any known unauthorized access to, disclosure of or use of the Confidential Information.

Upon termination of this Agreement, the Receiving Party shall return all Confidential Information to the Disclosing Party; provided, however, that each party may retain such limited media and materials containing Confidential Information of the other party for customary archival and audit purposes (including with respect to regulatory compliance) only for reference with respect to the prior dealings between the parties and subject to the terms of this Agreement.

It is understood and agreed that no information shall be within the protection of this Agreement where such information: (a) is or becomes publicly available through no fault of the Receiving Party or its Representatives; (b) is released by the Disclosing Party to anyone without restriction; (c) is rightly obtained from third parties, who, to the best of the Receiving Party's knowledge, are not under an obligation of confidentiality; (d) was known to the Receiving Party prior to its disclosure without any obligation to keep it confidential; or (e) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

You and we agree that any breach of these confidentiality provisions may result in immediate and irreparable injury to the other party, and so you and we agree that each other shall be entitled, upon demonstration of the likelihood of breach of these confidentiality provisions by the other party, to equitable relief, including injunctive relief and specific performance, without necessity of posting bond, in addition to all other remedies available at law.

In addition to, and not by way of limitation on, such disclosures of Confidential Information as may be otherwise permitted under this Section, the Receiving Party may disclose Confidential Information if legally compelled to do so pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative deposition, interrogatory, request for documents, subpoena, civil investigative demand or other similar legal process or requirement of law, or in defense of any claims or cause of action asserted against it; provided, however, that it shall (a) first notify the Disclosing Party of such request or requirement, or use in defense of a claim, (b) attempt to obtain the Disclosing Party's consent to such disclosure, and (c) in the event consent is not given, agree to permit a motion to quash, or other similar procedural step, to seek protection against the production or publication of information; provided that the Receiving Party shall not be required to act in accordance with (a), (b) or (c) above if to do so would be prohibited by statute, rule or court order. In making any disclosure under such legal process or requirement of law, you and we agree to use reasonable efforts to preserve the confidential nature of such information and to cooperate with the other in an effort to reasonably limit the nature and scope of any required disclosure of Confidential Information. Nothing herein shall require either you or us to fail to honor a subpoena, court or administrative order, or a similar requirement or request, on a timely basis.

6. Instructions

Reliance On Account Or Other Identifying Number You understand that banks and other financial institutions (**"banks"**) routinely rely on account numbers in executing payment orders, any automated clearing house entry and for any other funds transfer or payment order (**"Funds Transfer"**), and other transactions. Accordingly, if you, (or a bank you have authorized to initiate a draw-down Funds Transfer request or other debit against your account with us) issue(s) an Instruction containing an identifying or bank account number of the beneficiary, we and all intermediary and beneficiary banks may rely on such number without liability to you and without inquiry of you or other verification, even though such Instruction also contains a name or other information that is inconsistent with such number. You will be obligated to pay the amount specified in such Instruction if it is a Funds Transfer. We may rely, to the same extent and without liability to you, on the identifying or account number as the correct identification of the beneficiary when we receive incoming Funds Transfers.

If you issue an Instruction to us in which you identify a name and a number, and the name and number identify different banks or the number identifies a person other than a bank, we may rely upon the number in your Instruction as the correct designation of the bank. Accordingly, you agree to compensate us for any loss and expense incurred by us as a result of such reliance on such number in executing or attempting to execute your Instruction.

Cancellation Or Amendment You understand that you are solely responsible for ensuring that your Instructions are accurate and that, unless we have specifically agreed with you to accept an Instruction for

execution on a future date, we may execute your Instruction as soon as it is received. When you issue an Instruction, you will have no right to amend or cancel it. If you ask us to amend or cancel any Instruction we may use reasonable efforts to comply with your request prior to executing your Instruction. We will not be liable to you, however, if we fail for any reason to amend or cancel your Instruction.

No Action On Instruction We shall not be obligated to act upon any Instruction, or there may be delays in carrying out any Instruction (a) which is not in accordance with our requirements, as in effect from time to time; (b) for which we are not able to obtain any necessary authentication; (c) which would result in a debit to any of your accounts with us exceeding the available funds in such account and any pre-established credit limit; (d) which is incomplete or ambiguous; (e) which, in our sole judgment, we are or may be unable to act on because of legal process, applicable law or regulation, or other government guidelines; or (f) if, in our sole judgment, your financial condition is impaired or we suspect fraud or unlawful activity in connection with any Service. We will not be liable to you for any such delays or failure to act.

If we reject or do not act upon your Instruction, we shall notify you within a reasonable time by telephone or by any other method authorized for notices by this Agreement, but we shall have no liability to you (whether for interest or otherwise) or any other person by reason of any delay in providing, or any failure to provide, such notice.

You are responsible for verifying that we have received your Instruction. We will have no liability to you in connection with an Instruction you attempt to issue to us which we do not actually receive.

Instructions Received After Cut-Off Time If your Instruction is received by us after the cut-off time specified for the applicable Service or on a day that is not a Banking Day, then the Instruction shall be deemed to have been received on the next Banking Day. Our **"Banking Days"** are any Monday through Friday, federal holidays excluded, when we shall be open to conduct general banking business.

Changes From time to time, you may change information you have provided to us in the Documentation. We may rely on the information previously supplied by you until we receive written notice of any change from your Authorized Representative in such form as we may require and have had a reasonable opportunity to act on such notice. Such charges will be subject to this Agreement.

7. Statements, Notices, Confirmations
We shall provide you with periodic statements and notices and reports and, as applicable, transaction confirmations, for the Services you use. We also make information about your accounts and transactions available electronically via certain Services. You agree that you will be deemed to have actual notice of such information on the date the information is available for electronic access by you.

You agree to examine promptly all statements, transaction confirmations, reports and other notices that we or other banks send or make available to you. If there is a discrepancy, unauthorized transaction or error (**"Error"**) reflected in any statement, notice, report or transaction confirmation and you fail to notify us in writing of the Error, (i) in the case of a statement, notice or report, within fourteen (14) calendar days of your receipt of such statement or notice or (ii) in the case of a transaction confirmation, by the next Banking Day after receipt of such transaction confirmation, we shall have no liability to you for any additional loss including, without limitation, any loss of interest, resulting from your failure to notify us of such Error by such deadline. If you notify us orally, you shall promptly confirm the notification in writing.

You shall be entirely precluded from asserting any Error against us, and we shall have no liability to you of any kind for any Error, if you fail to notify us in writing of such Error within ninety (90) calendar days after you receive, or have notice of the information contained in, the first statement, notice, report or transaction confirmation reflecting such Error.

8. No Extension of Credit; Fund Transfer; Setoff
If a Service involves a debit to any of your accounts with us, you shall have in your deposit account the required amount of available funds to enable us to make the debit. If you do not have sufficient available funds, as determined by us in accordance with our then current policies and procedures, we shall have no obligation to process your Instruction or other transaction. Neither anything in this Agreement, nor any course of dealing between us, shall be deemed to constitute a commitment or offer by us to extend credit or grant overdraft privileges to you even if we have done so on one or more prior occasions.

All non-cash deposits are posted to your account subject to being charged back if they are returned by the bank or other party on which they are drawn. If we receive notice that a deposited item is being returned

to us (including items returned after final payment) because of, for example, a stop payment, insufficient funds or a claim that the item was altered, forged or unauthorized or should not have been paid for some other reason, we may withhold the amount of the item from your account until the validity of any such claim has been finally determined or, at our option, charge your account for the amount of the item, even if the amount of the item has already been made available to you or we do not actually receive the returned item. We may also charge your account for any interest earned on the item and for our applicable charges. If the debit to your account of a returned item or a bank charge or other debit creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we may charge your account a service charge for the overdraft. If we must pay any fees to collect an item you have deposited, we will charge the fees to your account and we may impose a service charge for the collection.

If we credit your account for any Funds Transfer, the credit we give you is provisional until we receive final payment for the Funds Transfer through a Federal Reserve Bank or other applicable payment system. If we do not receive final payment, you agree that you must refund to us the amount we credited to you for the Funds Transfer, and we may charge any account you have with us for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the Funds Transfer.

We shall have a contractual right of setoff against your deposits and other property now or in the future in our possession for your obligations to us under this Agreement. We may exercise our right of setoff without demand upon or notice to you and it shall be deemed to have been exercised immediately upon any default by you without any action by us, although we may enter the setoff on our books and records at a later time.

9. Foreign Currency Transactions

(a) In the event that a Service involves payment from or to you in a foreign currency, your account shall be debited or credited (as applicable) in U.S. dollars with conversion based on our then quoted rate for the applicable foreign currency, plus or minus our fees and expenses, as applicable. If your account is designated as a foreign currency account, however, all transactions in the account will be, subject to subsection (c) below, in the applicable foreign currency.

(b) As to any Service involving payment from or to you in a foreign currency, you and we agree that, except as provided in subsection (c) below, the occurrence or non-occurrence of an EMU Event will not have the effect of altering any term of, discharging or excusing performance under, or giving either of us the right to terminate or alter, this Agreement, any Documentation for such Service or any transaction under such Service. An **"EMU Event"** includes any one or more of the following events associated with the implementation of the European monetary union: (i) the introduction of, changeover to or operation of a single or unified European currency (the "Euro"); (ii) the fixing of conversion rates between a member state's currency and the Euro or between the currencies of member states of the European monetary union; (iii) the substitution of the Euro as the unit of account of the European Community; (iv) the introduction of the Euro as lawful currency in a member state; (v) the withdrawal from legal tender of any currency that, before the introduction of the Euro, was lawful currency in a member state; or (vi) the disappearance or replacement of a relevant rate option or other price source for the national currency of any member state, or the failure of an agreed sponsor (or a successor sponsor) to publish or display a relevant rate, index, price page or screen. You agree, however, at our request to compensate us for any loss, cost, expense or reduction in return that we reasonably determine we have incurred or sustained as a result of an EMU Event and that would not have been incurred or sustained but for the provision of a Service to you.

We will deliver to you a certificate setting forth our determination of the amount or amounts necessary to compensate us for any such loss, cost, expense or reduction in return, which certificate shall be conclusive absent manifest error.

(c) If any Service involves payment to you in a foreign currency and your account is designated as a foreign currency account, then we shall debit or credit (as applicable) your foreign currency account either in Euro or in the foreign currency as follows: (i) if as a result of any EMU Event, any foreign currency and the Euro are at the same time recognized by any governmental authority of the nation issuing such foreign currency as lawful currency of such nation, then we shall debit or credit your account either in Euro, if you previously elected to have your account denominated in Euro, or in the foreign currency of such nation, if you previously elected to have your account denominated in such foreign currency; and (ii) if as a result of any EMU Event any foreign currency ceases to be lawful currency of the nation issuing the same and is replaced by the Euro, then we shall debit or credit your account in Euro. If we debit or credit your account

in Euro, the amount so payable shall be determined by translating the amount payable in such foreign currency to the Euro at the exchange rate recognized by the European Central Bank for the purpose of implementing monetary union.

(d) You and we will use our reasonable efforts, at the time of or at any time following an EMU Event, to amend this Agreement or any Documentation for a Service in order to reflect such EMU Event as it affects any of the Services we provide and to place you and us in substantially the same position with respect to the settlement of payments of the Euro as would have been the case with respect to the settlement of the foreign currencies it replaced.

10. Our Recording Of Calls
On behalf of you and your employees, you agree that we may record any telephone conversations we have with you or them in connection with the Services However, we will not be liable to you if we do not record or maintain a record of a conversation.

11. Limitation Of Liability
We shall be liable to you only for your actual, direct damages resulting from our failure to exercise ordinary care in performing each of the Services. Substantial compliance by us with our standard procedures for providing a Service shall be deemed to constitute the exercise of ordinary care.

You are responsible for selecting hardware, software and communications facilities which are compatible for use with the Services, and we shall have no liability to you for the selection, operation or maintenance of your equipment, software or communications facilities. We shall have no responsibility, and shall incur no liability, for any act or omission of yours, or for any error, omission or inaccuracy in the information contained in any Instruction.
Notwithstanding the foregoing, in no event shall we, any PNC affiliate or any of our subcontractors (or any other party with whom we may be claimed to be jointly liable) be liable for any loss of profits or data or for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses (including without limitation attorneys' fees), which you may incur or suffer including, without limitation, any loss, damage or expense from subsequent dishonor or rejection of any transaction (such as dishonor of checks or other items), whether or not the possibility of such damage was known or contemplated by us or them. In no event shall we or any PNC affiliate or any of our subcontractors (or any other party with whom we may be claimed to be jointly liable) be liable to you for any claim or cause of action, whether based on contract, tort, strict liability or any other legal theory, (i) in the case of a Funds Transfer, Instruction for the transfer of money or other payment that is misdirected, lost or otherwise paid to the wrong person as a result of our failure to comply with the terms of this Agreement or applicable law, for an amount in excess of the face amount of such Funds Transfer, Instruction or other payment and (ii) in all other cases, for an amount in excess of twelve (12) times the fees you have paid us for the Services to which the claim or cause of action relates during the month immediately prior to the month in which the act or omission giving rise to the claim occurred. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY OF THE SERVICES OR ANY SOFTWARE OR EQUIPMENT WE MAY SUPPLY TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.

12. Indemnification
You agree to indemnify us, all PNC affiliates and each of our and their respective shareholders, directors, officers, and employees (the "**Indemnified Parties**") and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges with whom any Indemnified Party may consult and all expenses of litigation or preparation therefor) which any Indemnified Party may incur, or which may be asserted against any Indemnified Party by any person, entity or governmental authority, in connection with or arising out of the matters referred to in this Agreement; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. You may participate at your expense in the defense of any such action or claim. DBS

13. Your Agents
Any third party including, without limitation, any third party processor, used by you to take any action in connection with a Service shall be deemed for all purposes under this Agreement to be your agent. All terms of this Agreement will apply to the acts and omissions of each such third party and you will be legally bound thereby.

14. Taxes
You are responsible for paying all taxes, however designated, levied or based upon the Services, including federal, state and local property, privilege,

~~(sales, use, excise or similar taxes, but excluding taxes based upon our net income or assets.~~ DEC

15. Term and Termination
Either you or we may terminate this entire Agreement or any particular Service at any time upon not less than thirty (30) calendar days prior written notice. We may also terminate this entire Agreement or a particular Service immediately upon notice to you if one of the following occurs: (a) you fail to perform or comply with any of the terms or conditions of this Agreement (including, without limitation, any breach of Security Procedures); (b) you breach any other agreement between us including, without limitation, any agreement (i) relating to your indebtedness to us or (ii) relating to your Account(s) with us or (iii) which you execute as security for your obligations to us in connection with this Agreement; (c) you breach any of your representations and warranties in this Agreement; (d) your insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of any proceeding therefor, or any assignment for the benefit of your creditors; (e) in our sole judgment, your financial condition or business is impaired or we reasonably believe that you may not have sufficient available funds in your accounts with us at the time you are required to settle transactions hereunder; (f) in our sole judgment, it is necessary or desirable to do so because of legal process, applicable law or regulation, or other government guidelines; or (g) we suspect fraud or unlawful activity in connection with any Service.

Notwithstanding any such termination, this Agreement shall continue in full force and effect as to all transactions for which we have commenced processing and as to all rights and liabilities arising prior to such termination. This Section, the joint and several liability provisions of Section 1 and Sections 5, 7, 8, 9, 11 through 14, 16 through 18, 22 and 25 of this Agreement shall survive termination of this Agreement.

If it is necessary to customize any Services to meet your needs, we will first tell you our estimated direct and indirect cost of the development and implementation of such Services. If you authorize us to proceed, and if this Agreement then terminates for any reason before we shall have recovered such costs, you will pay to us the amount of such unrecovered costs. We will give you an invoice detailing our unrecovered costs promptly after termination of this Agreement.

16. Force Majeure
Neither party shall have any responsibility nor incur any liability for any failure to carry out, or any delay in carrying out, any of such party's obligations under this Agreement resulting from acts, omissions, or inaccuracies of third parties not under such party's reasonable control, acts of God (including, but not limited to, fire, floods or adverse weather conditions), labor difficulty, legal constraint, war, terrorism, the unavailability or interruption of transmission or communication facilities or utilities, equipment or other technological failure, emergency conditions, or any other cause beyond such party's reasonable control. Notwithstanding the foregoing, no event or occurrence described in this Section shall relieve you of your obligation to make any payment to us at the time it is due hereunder.

17. Governing Law
This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws, and, to the extent applicable, the laws of the United States.

18. Notices
All notices, demands, requests, consents, approvals and other communications required or permitted under this Agreement (**"Notices"**) must be in writing and will be effective upon receipt. Notices may be given in any manner to which you and we may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices.

All such Notices shall be delivered to us at:

Treasury Management Services
PNC Bank, National Association
620 Liberty Avenue
31st Floor
Pittsburgh, PA 15265
Attention: Division Executive

or to you at the address set forth on the signature page of this Agreement and Notice to such address shall be effective Notice to you, including to all affiliated companies. Either you or we may change addresses by Notice to the other given in accordance with this section.

19. Assignment; Successors
Neither party may assign this Agreement or any of its rights or obligations hereunder without prior written consent of the other party, except that we may assign this Agreement or any part of it to any of our current or future PNC affiliates or to any entity that is our successor upon Notice to you. We may contract with others to provide all or any part of the Services. This Agreement shall be binding upon, and inure to the

benefit of, you and us and your and our respective permitted successors and assigns.

20. No Waiver
Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, shall constitute an amendment of this Agreement, and no such deviation shall constitute a waiver of any rights or obligations of either you or us. Any waiver by either you or us of any provision of this Agreement shall be in writing and shall not constitute a waiver of your or our rights under that provision in the future or of any other rights.

21. Headings
The headings in this Agreement are for convenience only and shall not be used for construction or interpretation of any provisions hereof

22. Severability
In the event that any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby.

23. Entire Agreement
This Agreement (including those documents that are incorporated herein), constitutes your and our entire agreement with respect to the Services covered by this Agreement and supersedes any previous or contemporaneous proposals, representations, warranties, understandings and agreements for such Services, either oral or in writing.

24. Amendments
From time to time, we may amend this Agreement by notice to you provided that no such change that would have a material, adverse effect on your rights or responsibilities under this Agreement shall be effective without your prior written consent.

~~**25. WAIVER OF JURY TRIAL**~~
~~WE AND YOU EACH IRREVOCABLY WAIVE ALL OF OUR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF, BY VIRTUE OF, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH, ANY AMENDMENT OR SUPPLEMENT HERETO OR THERETO, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. WE AND YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.~~

DBS

Customer's Address for Notices (This must be completed):

_____

_____

_____

ACCEPTED AND AGREED as of the __ day of _____, ___:

PNC Bank, National Association

By:_____

Title:_____

(This Agreement must be signed for the customer by a person authorized to sign agreements for Treasury Management Services).

If customer is a corporation or a governmental entity:

_____
(Name of customer)

By:_____

Title:_____

If customer is a limited liability company and the Managers/Members are individuals:

_____
(Name of customer)

By:_____
Its Manager/Member

By:_____
Its Manager/Member

If customer is a limited liability company and the Manager/Member is an entity and not an individual:

_____
(Name of customer)

By:_____
(Insert name of entity Manager/Member)
Its Manager/Member

By: _____

Title:_____

If customer is a general or limited partnership and the general partners are individuals

_____
(Name of customer)

By:_____
Its general partner

By:_____
Its general partner

If customer is a general or limited partnership and the general partner is an entity and not an individual:

_____
(Name of customer)

By:_____
(Insert name of entity general partner)
Its general partner

By:_____

Title: _____

If customer is an unincorporated association or other unincorporated organization:

_____
(Name of customer)

By: _____

Title: _____

If customer is a sole proprietor:

_____
(Name of customer)

_____
(Signature of sole proprietor or attorney-in fact)

Exhibit 4

PNC BANK

Account Agreement for Business Accounts

The terms and conditions of this Account Agreement for Business Accounts ("Agreement") apply to all PNC Bank business accounts. You have agreed by signing the signature card and/or by using your account on or after the opening date, to be legally bound by the terms of this Agreement. You agree to comply with all applicable local, state and federal laws, rules and regulations, as amended from time to time, including without limitation the Unlawful Internet Gambling Enforcement Act of 2006 prohibiting unlawful Internet gambling activities, the Bank Secrecy Act, the USA Patriot Act, the federal anti-money laundering statutes and any laws or regulations that are enforced or administered by the Office of Foreign Assets Control ("OFAC"). You should keep a copy of this Agreement and anything else we send to you about your account for your records. When used in this Agreement, the terms "you" and "your" refer to your business or its authorized representative; "we", "our" and "Bank" refer to PNC Bank. The term "Account(s)" refers to your PNC Bank business deposit account(s).

DEPOSITS TO YOUR ACCOUNT

You may make deposits in any amount to your Account during normal business hours at any PNC Bank branch or by mail. Please use the preprinted deposit slips provided to you. If the service is available for business accounts in your market, you may also make deposits by automatic transfers from other accounts, by telephone transfer, or at an automated teller machine ("ATM") that accepts PNC Bank deposits.

The law allows us to supply a missing endorsement to a deposited check, draft, or any other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than you or, in our sole discretion, under any other circumstances. Federal law specifies locations on checks for your and our respective endorsements. If our endorsement is illegible because you have endorsed a check in the wrong location, you will be liable for any resulting losses.

We may refuse to cash a check made payable to you, but instead require you to deposit the check to your Account.

All deposits accepted by us are subject to verification. You should retain your copy of any receipt or other document that evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt or other document which evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your Account upon verification of your deposit or for computation or other errors related to your Account.

All non-cash deposits are posted to your Account subject to our receipt of "final payment" from the bank or other party on which the item is drawn. If we receive notice that an item is being returned to us unpaid, or if we do not receive final payment on a deposited item, because, for example, the drawer has placed a stop payment on the item is returned "insufficient funds" or "account closed"; or if an item is returned after final payment, we will charge your Account for the amount of the item, for any interest carried on the item and for applicable charges, even if the amount of the item has already been made available to you and even if we do not actually receive the returned item. If the charge-back of a returned item or a Bank charge creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we may charge your Account a service charge for the overdraft. We receive final payment for deposited items at different times depending on the location of the banks or other parties who will pay the items. In addition, our final payment may be delayed further due to circumstances beyond our reasonable control. For more information, please see our Funds Availability Policy document, which may be amended from time to time. If we must pay any fees to collect an item you have deposited, we will charge the fees to your Account, and we may impose a service charge for the collection.

If you receive a credit to your Account through the Automated Clearing House (ACH) network, the rules of the National Automated Clearing House Association permit us to notify you of the credit on your next regular Account statement.

If we credit your Account for an automated clearinghouse credit entry or for any other fund transfer or payment order ("fund transfer"), the credit we give you is provisional until we receive final settlement for the fund transfer through a Federal Reserve Bank. If we do not receive final settlement or payment, you agree that you must refund to us the amount we credited to you for the fund transfer and that we may charge your Account for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the fund transfer.

When we process incoming fund transfers, we may rely on the account numbers given to us by the financial institutions or other persons who send the fund transfer to us. We will have no duty to determine if the account numbers provided to us is consistent with the name or other information given to us and we will not be liable to you if we credit a fund transfer intended for you to another customer's account because the sender instructed us to credit an incorrect account number.

We reserve the right to refuse or to return all or part of a deposit at any time. All deposits and credits to your Account, including wire transfers and other electronic payments, are subject to review for compliance with applicable law, including regulations enforced by OFAC. This may result in delays in posting such deposits or credits to your Account.

We automatically redeposit returned items under $100.00.

You acknowledge and agree that your deposit of a check that does not meet Bank's standards for check quality, including a check that has ink color other than black or blue, or your use of check stock other than Bank provided or approved check stock, may result in delays in processing or collecting funds from such checks. You agree that in the event we are liable to you for [illegible] by any such delay even if you have acted in good faith, such liability will be limited to interest [illegible].

You agree that any check not deposited [illegible] Bank's standards for check quality, or any check you attempt to deposit after you have received a credit or charge to other accounts based on an image of or information from such check (a "previously deposited check") [illegible] to deposit or negotiate such check, and you agree to indemnify Bank against any loss it incurs in connection with any previously deposited check.

deposit of substitute check documents. You also shall not identify us as a "recovering bank" or "truncating bank" on a substitute check document you deposit at any other financial institution or transfer to any other person. [redacted] JB

REMOTELY CREATED CHECKS
If you deposit a "remotely created check" with us you represent and warrant to us that the check is authorized to be paid in the amount stated on the check and to the payee named on the check. A "remotely created check" is a check that you are authorized to create and present for payment by an authorized signer on the account on which the check is drawn, and which does not bear the signature of an authorized signer on that account, and includes checks that are defined in applicable law as "remotely created checks". In addition to the foregoing, we may honor "remotely created checks" authorized by you in the amount stated on the check and to the payee named on the check.

[redacted] JB You further agree that all of the items in this Agreement and under applicable law that apply to a "check" and/or "item" apply to "remotely created checks", including without limitation substitute checks created from "remotely created checks" and check images of "remotely created checks", except that "remotely created checks" will not be signed by an authorized signer on the account on which the check is drawn.

WITHDRAWALS FROM YOUR ACCOUNT
Money may be withdrawn from your Account in different ways, as permitted for each type of Account.

We are required to permit a withdrawal only if you have sufficient available funds in your Account to cover the entire amount of the withdrawal. Checks or other debit items, such as ATM withdrawals, debit card transactions, preauthorized automatic debits, telephone-initiated transfers, other electronic transfers, other types of debits or withdrawal orders presented against insufficient ledger or available funds are subject to a service charge. If there are sufficient funds to cover some but not all of your withdrawal orders, we will exercise our discretion (i) in paying some but not all of the items, and (ii) to pay the items in any order. In exercising that discretion to pay in any order, we do not necessarily process items in the order in which we receive them. Our general practice is to post withdrawals from your Account in order of the largest-to-smallest dollar item. The order in which we process these withdrawals may affect the total amount of overdraft item fees and returned item fees charged to your Account. We will not be responsible for damages or wrongful dishonor if any item is not paid as a result of the order in which we process the withdrawals. If, in our sole discretion, we permit withdrawals for which there are not sufficient available funds, or you otherwise overdraw the available funds in your Account, you agree to repay us immediately the funds advanced to you. We will assess your Account a service charge, and we may also assess your Account an interest charge, which will be separately disclosed to you, each day on the amount of the overdraft. At no time shall we be required to allow you to overdraw your Account, even if we allowed such activity on one or more previous occasions. If you do not deposit sufficient funds to bring your Account current within a reasonable time of incurring an overdraft, then we may charge you a fee for services used to recover the outstanding indebtedness.

In determining whether you have sufficient funds in your Account to pay checks and other withdrawal items, we will consider both of the following: (1) the deposits and withdrawals posted to your Account, and (2) all pending electronic transactions (including, but not limited to, point of sale transactions) for which PNC has received notice, even if those transactions have not yet posted to your Account. We may conclusively rely on notice of electronic transactions in determining whether you have sufficient funds in your Account to cover a withdrawal even if the notice incorrectly describes the transaction. This could result in an overdraft if sufficient funds are not available in your Account to pay all checks and other withdrawal items. Pending electronic transactions include (but are not limited to) purchases, transfers or withdrawals made with your Check Card or Banking Card, merchant payment authorizations, online transfers of funds, telephone transfers, and any other electronic transactions or transfers. We will not be responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds resulting from this method of determining whether you have sufficient funds to pay all checks and other withdrawal items. If your Account is a Sweep or a Zero Balance Account, we will not consider pending electronic transactions in determining whether you have sufficient funds to cover a withdrawal. In addition, funds you may have deposited may not be immediately available under our Funds Availability Policy. Please review our Funds Availability Policy for more information.

We strongly suggest that you date checks with a current date. WE WILL NOT BE LIABLE TO YOU FOR PAYING CHECKS WHICH ARE POST-DATED, STALE DATED (OLDER THAN SIX MONTHS) OR DO NOT BEAR A DATE. If you do not wish us to pay a check you have issued, you must place a stop payment order with us and renew it every six months. (Please refer to the Stop Payment section of the Agreement.)

You agree to use only check forms supplied or approved by us. Our duty is to use ordinary care in examining checks when they are presented to us for payment. UNLESS WE HAVE SPECIFICALLY AGREED WITH YOU IN WRITING, OUR DUTY WILL NOT INCLUDE MONITORING NONSTANDARD INSTRUCTIONS OR OTHER LEGENDS APPEARING ON CHECKS. We shall be deemed to have exercised ordinary care if we process your checks only by automated means or if any unauthorized signature, counterfeit check, or alteration could not be detected by a reasonably careful examination of the item. You agree that we do not have to notify you if we refuse to pay a check you have written, if we pay a check that overdraws your Account, or if we impose a fee in connection with either of these events.

If you make withdrawals by check, the check must be properly completed and signed by the person(s) whose authority is on file with us. We may refuse to honor a withdrawal if we receive conflicting instructions from two or more authorized signers or if there is reasonable doubt as to who is authorized to make a withdrawal. If you (a) have specified that some or all of your checks must be signed by more than one person, (b) have specified that the authorized signer for checks in one category or amount are different than checks in another category or amount, or (c) use checks that require multiple signatures, you agree that those restrictions are for your internal use only and do not bind us even if you have made us aware of them in any resolution or certificate or in any other manner.

We reserve the right to refuse to cash or to impose a charge on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

MULTI CURRENCY ACCOUNTS

You may, in accordance with our policies and procedures, have an account that is denominated in a foreign currency (a "multicurrency account"). Depending upon how you will use your multicurrency account, it may be maintained with us in the United States or at our branch in Nassau, Bahamas. Generally, deposits and withdrawals may be made to and from multicurrency accounts only by wire transfer, or by such other means as we may permit from time to time in our sole discretion. If you have a multicurrency account with our branch in Nassau, Bahamas, balances in the account must at all times be at least equal to U.S. $100,000 or its equivalent in the applicable foreign currency, in order to earn interest. Funds in an account at PNC's Bank's Nassau, Bahamas branch are not deposits for purposes of FDIC insurance coverage and depositor preference purposes. As a result, your funds in such accounts are not insured or guaranteed by the FDIC or by the U.S. Government. In the event of the failure of PNC Bank, the funds in your account at PNC Bank's Nassau, Bahamas branch would be treated as unsecured, nondeposit liabilities, and you would be a general unsecured creditor of the Bank. Such account will be maintained with the Bank's Nassau, Bahamas branch and payment thereof may be demanded only at that office.

CHECK PRESENTMENT

Your Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to pay or return an item or debit due to insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made.

FACSIMILE SIGNATURES

If you choose to use facsimile signatures, you agree that:

- It is impossible for us to determine whether or not a facsimile signature is genuine.
- We may honor any and all checks, drafts or other orders for the payment or withdrawal of money bearing or appearing to bear an authorized facsimile signature, even if the facsimile signature was made by an unauthorized person or the item on which a facsimile signature appears is itself a counterfeit item, or the facsimile signature is counterfeit.
- [redacted]

TRANSACTION LIMITATIONS

If you have a Money Market Deposit Account, in accordance with federal regulations, we reserve the right to require that you give us notice in writing of an intended withdrawal from your Account not less than seven (7) days before such withdrawal is to be made. However, if we permit you to make withdrawals without giving us notice, we may still require you to give us notice prior to subsequent withdrawals.

You may make unlimited withdrawals or transfers by mail, ATM (if available) or in person from Money Market Deposit Accounts. You may not, however, make more than a total of six transfers to other accounts or to third parties during each monthly statement period when these are made by preauthorized or automatic agreement or telephone transfer, check, debit card or similar order payable to a third person.

We reserve the right to prevent transfers which exceed the above limits or to monitor these for sections after they occur. When we observe that the number of transactions exceeds the above limits, we will contact you for corrective action. If excessive transactions continue to occur, we reserve the right to close your Account or convert it to an Account without transfer limitations.

STOP PAYMENTS

You may stop payment on a withdrawal order or on any check, except for cashier's checks, official checks or other cash equivalent items. We must receive your stop payment order at a time in a manner that gives us a reasonable opportunity to act on it prior to payment of the item. A STOP PAYMENT ORDER IS EFFFECTIVE FOR SIX (6) MONTHS FROM THE DATE THE ORDER IS RECEIVED AND MAY BE RENEWED FOR ADDITIONAL SIX-MONTH PERIODS. We will accept stop payment orders issued by any person with signing authority on your Account, regardless of who initialed the check or other withdrawal order, and even if more than one signature is required on a check or withdrawal order.

Stop payment orders are subject to our current charge for that service.

You may place a stop payment order at any branch office, by calling us at the telephone number on your statement, by writing to us at the address shown on you statement, or by any other notice method we agree to honor.

We will request information about the check or other withdrawal order to be stopped, which may include:

- Account Number
- Amount
- Check Number
- Name of party to be paid
- Date
- Your name and address

STOP PAYMENT ORDERS ARE PROCESSED BY COMPUTER. UNLESS THE AMOUNT OF THE ITEM AND OTHER INFORMATION ARE REPORTED ABSOLUTELY ACCURATELY, WE CANNOT ASSURE YOU THAT THE ITEM YOU WANT STOPPED WILL NOT BE PAID.

In the event that we inadvertently pay an item over your valid stop payment order, we may refuse to recredit your Account if you owed the money to the payee(s). You will be required to provide evidence satisfactory to us of the amount of your loss. If we recredit your Account, you shall be deemed to have assigned to us all of your rights against the payee(s), both on the item and on the underlying claim, and we may require you to sign an affidavit that you did not receive full value from the transaction for which the check was issued and otherwise cooperate in our recovery efforts.

You may also stop payment on any Visa® recurring preauthorized payment originated by use of your Business Check Card. These Visa stop payment orders must be made at least three (3) business days prior to the scheduled posting date of the transaction and shall be effective for two (2) years from the date the order is received. At least one (1) transaction must have previously posted.

Visa stop payment orders are subject to our current charge for that service.

You may place a Visa stop payment order at any branch office, by calling us at the telephone number on your statement, by writing to us at the address shown on your statement, or by any other notice method we have agreed to.

We will request information about the Visa recurring preauthorized payment to be stopped, which may include:

- Account number
- Your name and phone number
- Payment amount
- Merchant name
- Frequency of payment
- Date merchant was contacted to resolve

USE OF CHECK IMAGES AND SUBSTITUTE CHECKS

For each original check that you deposit, you hereby authorize us (and any collecting bank, returning bank, Reserve Bank or processor which subsequently receives the original check) to create an electronic image ("check image") of the original check, and to process that check image for collection, payment and return. You further authorize the destruction of the original check that has been imaged. We may in our sole discretion determine the manner in which to collect or return a check image. We may: (i) present or transfer the check image to the paying bank, a Federal Reserve Bank, a check clearing house, image exchange network, or other collecting bank or returning bank; or (ii) create a substitute check and collect such substitute check (governed by the Check Collection for the 21st Century Act referred to here as the "Check 21 Act") instead of the check image.

A check image or a substitute check may be collected through one or more check clearinghouses, one or more Federal Reserve Banks, or pursuant to an exchange agreement with another depository institution. In such cases, you agree that the check image or substitute check is subject to the rules of that clearinghouse, Federal Reserve Bank, or exchange agreement.

You agree that we may debit your Account for any of the following items: (i) a check image of an original check drawn on your Account and presented for payment or collection, or (ii) a return check image of an original check that was deposited by you. In these situations, we may debit your Account without receipt of, or review of, the original check associated with the check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or post to your Account, a paper copy or paper presentation of an original check (including without limitation an image replacement document or IRD, or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute check.

You agree that a check image that is received or created by the Bank in the check deposit, collection or return process shall be considered a "check" and/or an "item" for all purposes under this Agreement and applicable law.

In addition, a check that you deposit with us, or that you draw on your Account, may be truncated in the check collection process and replaced with a substitute check. You authorize us to pay, process or return a substitute check in the same manner as "check" or "item" under this Agreement. Substitute checks are governed under the Check 21 Act and the terms of this Agreement, to the extent not modified by the Check 21 Act.

[redacted]

LIMITATION ON HIGH SPEED CASH LETTERS

When depositing a paper check cash letter for high speed processing, you may only include in such cash letter those checks or items that are eligible for conversion to a check image under the terms of this Agreement and any other documentation, terms and conditions and instructions provided by us to you from time to time. Without limiting the generality of the preceding sentence, a high speed cash letter may not include any of the following items: forward or return items in carrier documents, photocopies in lieu, notices in lieu of return, foreign items or mutilated items. To deposit these non-eligible items, you must prepare a separate cash letter and indicate in the cash letter [redacted] eligible for imaging. [redacted]

INTEREST

The following provisions apply to interest bearing business accounts. Interest will be calculated on your interest bearing Account and credited directly to your Account as set forth in the section titled Interest Payment and Balance Computation. Your interest rate and Annual Percentage Yield may change. At our discretion, we may change the interest rate and Annual Percentage Yield on your Account any time without notice to you. We may also change the manner in which interest is calculated and/or credited to you, by posting the change in our branch offices, by making such information available upon request in our branch offices, or in any manner required or permitted by law. If you desire current interest rate and Annual Percentage Yield information, please ask in any branch office or telephone your PNC Bank representative or the information number shown on your statement.

We reserve the right to calculate interest for those interest-bearing Accounts which are used for business or other non-personal purposes, in a manner different from those interest-bearing Accounts that are used for personal, household or family purposes. We must report interest on certain interest-bearing non-corporate Accounts to the appropriate governmental agencies. It is your responsibility to give us your correct tax identification number and to make certain written certifications to us as required by law. If you fail to give us your number or the required certifications, we may withhold and pay to the government a percentage of the interest earned on your Account as required by law. You may also be subject to government penalties.

FEATURES OF CERTAIN ACCOUNTS

Checking accounts each consist of two sub-accounts – a non-interest checking sub-account and a non-interest bearing money market sub-account. Interest Checking accounts consist of a checking sub-account and a money market sub account, which earn interest at the Interest Checking rate.

Each statement period, we allocate funds between these two sub-accounts and make transfers each day from the available funds in the money market sub-account to the checking sub-account as needed by pay withdrawals. We reserve the right to require at least seven days written notice prior to the withdrawal or transfer of any funds from a money market sub account. On the sixth transfer in a statement period, the entire balance in the money market sub-account is transferred to the checking sub-account for the remainder of that statement period.

SPECIAL NOTICE FOR HOLDERS OF ATTORNEY TRUST ACCOUNTS REGARDING COMPLIANCE WITH STATE RULES

We offer accounts for use by attorneys to hold client funds, sometimes called "Attorney Trust Accounts" or "IOLTA" accounts (designations vary by state). If you have such an account with us, you acknowledge that you are bound by your state's rules and regulations governing attorneys' conduct with respect to such accounts, and you agree that it is your responsibility, or your firm's responsibility, to comply with those rules including, without limitation, any restrictions on the types of transactions that attorneys may conduct in these accounts. You further agree to release, hold harmless, and indemnify us from any liability or claims made relating to any alleged violation of these rules.

We are allowed to deduct certain routine service charges (referred to as "reasonable service charges" in some, but not all, states) from the interest paid to your state on an Attorney Trust Account. The types of charges we may deduct from interest varies by state. Charges for the use of products and services in support of managing Attorney Trust Accounts, which are not reasonable service charges according to your state's rules and regulations, will be the responsibility of the attorney or law firm handling the account. Charges will be assessed on a monthly analysis statement or charged to the attorney's or law firm's billing account. Charges are set out in the business fee schedule, statement or other disclosure we provide to you.

STATEMENTS

We will make available or send a monthly statement to the last address that you have specified for your Account. This statement will list all activity that relates to your Account during the statement period and any other information required by law. Upon receipt, you should review your statement carefully. IF YOU FAIL TO NOTIFY US, WITHIN 14 DAYS OF RECEIPT OR AVAILABILITY OF THE STATEMENT OR OTHER WRITTEN OR ELECTRONIC REPORT OF YOUR ACCOUNT TRANSACTIONS, OF ANY PROBLEM OR DISCREPANCY THAT APPEARS ON THE STATEMENT OR REPORT, SUCH AS AN UNAUTHORIZED TRANSACTION OR THE FORGERY OR ALTERATION OF ANY ITEM CHARGED TO YOUR ACCOUNT, WE SHALL HAVE NO LIABILITY TO YOU FOR ANY ADDITIONAL LOSS, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF INTEREST RESULTING FROM YOUR FAILURE TO NOTIFY US. IN NO EVENT WILL WE BE LIABLE FOR ANY UNAUTHORIZED TRANSACTION OR ANY FORGERY, UNAUTHORIZED SIGNATURE OR ALTERATION OF AN ITEM ON YOUR ACCOUNT THAT IS NOT BROUGHT TO OUR ATTENTION WITHIN 60 DAYS OF THE DATE ON WHICH YOUR STATEMENT OR REPORT WAS RECEIVED OR MADE AVAILABLE TO YOU. Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

Please notify us in writing of any change in your address. If your statement is returned to us, we will suspend further mailings until a current address is received. You will be deemed to have received any information we mail to you five (5) business days after the information is mailed, even if it is returned to us as undeliverable. You will be deemed to have received information we hold at your request at the time we make such information available for you to pick up. You will be deemed to have received information we make available to you electronically on the date we make the information available for access by you.

INACTIVE ACCOUNTS

If your account is inactive and you have not otherwise communicated with us about your Account for the period provided by law, we will be required to transfer the balance of your Account as "abandoned property" to the appropriate state authority. If your Account is inactive six or more months, we reserve the right to impose an inactivity charge on your Account. You also agree that if your account is inactive for six or more months, it will be subject to any new fees or fee increases which go into effect during the period of inactivity.

ADVERSE CLAIMS TO FUNDS IN YOUR ACCOUNT

We may place a hold on your Account in the amount of any funds for which there may be an adverse claim while we investigate the claim or until ownership of the funds is established to our satisfaction.

MONEY OWED

Except to the extent otherwise agreed with you in writing, any loans, charges, service or analysis charges, overdraft or other obligations or other indebtedness now or hereafter owed to us by you may be charged in whole or in part to the Account, to any other account(s) in your name, or to accounts of co-owners and of certain individuals, to the extent permitted by law. You grant us a security interest in the balance in the Account and in any other account(s) in your name, to pay all loans, charges, service or analysis charges, overdrafts or other obligations or other indebtedness now or hereafter owed to us by you. In addition, we may exercise our right of set off without advance notice to you and without regard to any other right that we may have against you or any other party. Such set off shall be effective immediately upon the occurrence of the event giving rise to the set off rights even though we may enter the set off on our books at a later date.

Our security interest and right of set off shall prevail and take priority over any adverse claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, we may take any action permitted or required by law.

CHANGE IN ACCOUNT INFORMATION
You should notify us immediately of any change in the officers of your business or signing authority for your Account. We may ask you to execute and deliver to us new account resolutions and signature cards before the change is made effective. You should also notify us in writing of any change in your address.

TRANSFER OF OWNERSHIP
YOUR ACCOUNT IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT ON OUR RECORDS. We must approve any pledge of your Account as security for a debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing. If you wish to transfer ownership of our Account, we may require that your Account be closed and a new one be opened by and in the name of the new owner(s).

DEATH OF SOLE PROPRIETOR
Following the death of a sole proprietor of an unincorporated business, the balance in the Account shall be payable in accordance with applicable law upon presentation of appropriate qualification documents and any required tax release.

CHARGES TO YOUR ACCOUNT
Your Account may be subject to various charges, including but not limited to item charges, a monthly service charge, charges for the use of certain Account services, and late payment charges as set out in the business fee schedule, statement or other fee disclosure we provide to you, and which are made part of this Agreement. Unless otherwise agreed, these charges will be deducted from your Account balance automatically and may cause you to become overdrawn or your outstanding checks to be returned unpaid.

If funds in your Account are attached, garnished or levied against, or if we are prohibited by law from paying on your Account, we may assess a legal process charge. We will debit your Account for any expenses we may incur as a result of any such legal action. Any such legal action may reduce your Account balance and cause your outstanding checks to be returned unpaid. We reserve the right to charge a fee for cashing checks you write. This fee will be collected from the payee at the time the check is cashed. If the payee refuses to pay our check cashing fee, we may refuse to cash our check, even if your check is otherwise properly payable, and we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal. You may contact your PNC Bank representative to learn the amount of the fee.

We reserve the right to make changes to our fees and other charges from time to time. Where practicable, notice of such changes will be given by mail addressed to the last address that you have specified for your Account by posting in our branch offices, by making the information available to you in electronic form or otherwise as required or permitted by law.

CLOSING YOUR ACCOUNT
You or the Bank may close your Account at any time for any reason and without prior notice. If we close the Account, we will mail you a check for the final balance. You will still be liable to us for any service charges, returned checks or overdrafts, which may occur after the Account is closed.

INFORMATION
To serve our customers efficiently and offer a full range of financial services we share customer transaction and experience information among our PNC Bank family of companies. PNC Bank companies also share other personal information, such as applications, financial statements, and credit reports. You may request that we do not share this other personal information (except where such information is used by one PNC Bank company to service customer accounts for another) by writing to us at PNC Bank, P.O. Box 96066, Pittsburgh, PA 15226. Please include the name under which our account has been opened, your name, address, account number(s), social security number or tax ID number. We also share customer information as permitted or required by law.

You agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements. We may record conversations we have with you about your Account.

DISCLOSURE STATEMENTS
In connection with your Account, we may give to you certain disclosure statements or policies, and may revise them from time to time. All such statements, policies and revisions shall be considered to be part of this Agreement.

OUR STANDARD OF CARE
Our responsibility to you is limited to our exercise of ordinary care in performing the services covered by this Agreement. Substantial compliance with our standard procedures shall be deemed to be the exercise of ordinary care. We will have no liability to you for taking or not taking any action permitted but not required. We will not be liable for the action or inaction of any third party in handling items deposited to or withdrawn from your Account. NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.

OTHER SERVICES
If you use other PNC Bank services in connection with your Account, and there is any inconsistency between the terms and conditions of the agreement for those services and this Agreement, then the terms and conditions stated in the agreement for the additional services shall control, but only to the extent necessary to avoid inconsistency with this Agreement.

AMENDMENT, WAIVER
We reserve the right to amend this Agreement from time to time, including the right to convert your Account from one product to another. Where, practicable, we will post notice of any amendment in our branch offices, or we will mail notice of an amendment to the last address which you have specified for your Account, or notify you otherwise as required or permitted by law.

Any waiver by us of any term or condition stated in this Agreement must be in writing and signed by a Bank officer and shall not be considered a waiver of any other or future obligation or right.

SEVERABILITY
In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by court to be invalid or unenforceable will continue in full force and effect.

~~**WAIVER OF JURY TRIAL**~~
~~YOU IRREVOCABLY WAIVE ANY AND ALL RIGHTS YOU MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, OR YOUR ACCOUNT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR YOUR ACCOUNT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.~~ DBS

GOVERNING LAW
This Agreement is governed by the laws and regulations of the state in which the branch office where you opened your Account is located. If your Account is opened by mail, or electronically through our Internet Website, and we have a branch office in your state of residence, this Agreement is governed by the laws and regulations of that state. If we do not have a branch office located in your state of residence, and your Account is opened by mail, or electronically through our Internet Website, this Agreement is governed by the laws and regulations of the Commonwealth of Pennsylvania. The Agreement is also at all times governed by the laws and regulations of the United States of America.

PNC BANK BUSINESS CARD AGREEMENT

I. Definitions

In this Agreement the following words shall have the definitions stated:

(a) "Account" or "accounts" will mean each of your commercial or business checking or money market accounts which you have arranged with us to access with your card. You will not be permitted to access personal or credit card accounts with your card.
(b) "ATM" will mean automated teller machine;
(c) "Card" will mean the following
   (i) PNC Bank Business Check Card – a full function debit card that allows deposits, withdrawals, funds transfers between accounts, and balance inquiries at automated teller machines as well as purchases at merchants where accepted; and/or
   (ii) PNC Bank Deposit Card – a deposit only card that provides deposit access to your business checking and/or money market accounts at automated teller machines where deposits are accepted. This card does not permit withdrawals, funds transfer, balance inquiries or merchant purchase.
(d) "PIN" will mean the confidential personal identification number(s) or other confidential code(s) provided to you by PNC Bank or selected by you for identification purposes in connection with the use of your card, and may include where the context requires, the card number itself;
(e) "PNC Bank" will mean the PNC depository institution where you established your account and that issued your card(s).
(f) "Transfer" will mean any electronic banking transaction, including deposits made with your card(s), withdrawals of point of sale purchases made electronically with your Business Check Card, as well as all transfers resulting from the use of your Business Check Card even if an ATM is not involved at the time of the transaction, and
(g) "You" and "your" will mean your business or its authorized representative.

TYPES OF AVAILABLE TRANSFER AND LIMITS ON TRANSFERS

(a) Deposits. You may use your card at any PNC Bank full-function ATM or at select ATMs owned by other financial institutions bearing the NYCE®, STAR℠ and/or PLUS logo to make deposits of up to $50,000 per calendar day to your accounts.
(b) Other ATM Transactions. You may use your Business Check Card at any ATM bearing any ATM network logo that appears on your card to:
   (i) Withdraw cash from your account(s),
   (ii) Perform balance inquiries on your account(s),
   (iii) Transfer funds between your accounts; and
   (iv) Obtain statements at the ATM.
(c) Purchases. You may use your Business Check Card to make purchases at any Merchant who has agreed to accept the card.

There are maximum limits on the dollar amount of ATM withdrawals and purchases you make using your Business Check Card in any calendar day.

The amounts of these maximum limits will be disclosed to you when your Business Check Card is issued. You may be able to withdraw cash using your Business Check Card only in certain multiples, as indicated at each ATM. Deposits may not be available at all ATMs. Additional charges may be imposed by owners of non-PNC Bank ATMs for use of their ATMs. You may avoid those fees by using only PNC Bank ATMs.

II. LIMITATION OF LIABILITY

(1) We will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or (2) any error, failure or delay in [illegible] ~~[illegible]~~ We make no warranties, express or implied, in connection with the services we provide you under this Agreement, including without limitation the warranties of merchantability and fitness for a particular purpose.

In no event will we be liable for any consequential, incidental, special or indirect losses, damages, including dishonor of checks or other items or expenses (including counsel fees), which you may incur or suffer by reason of this Agreement

the services we provide hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us.

(b) If your card is lost/stolen or used by someone other than you, your officers, employees or agents, your liability should be as follows:

(i) Tell us AT ONCE if you believe your card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account to which you have access with your Business Check Card, plus your maximum overdraft line of credit. If you tell us promptly after you learn of the loss or theft of your card, you will not incur any loss or liability if someone used your Business Check Card for a Business Check Card transaction without your permission.

If your statement shows transfers using your Business Check Card for a Check Card transaction you did not authorize, tell us at once. If you do NOT tell us of unauthorized card transfers using your Business Check Card for a Check Card transaction within 60 days after the statement was mail to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from making the Check Card Transaction if you had told us in time. However, the above special rules will not apply, to the extent allowed under applicable law, if we have determined you were grossly negligent or fraudulent in the handling of your Business Check Card or account.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(ii) Our business days are Monday through Friday, and do not include legal holidays as posted in the branches.

(iii) If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your checking account using your Business Check Card without your permission, call the phone number or write to the address shown at the end of this disclosure statement.

(c) We will issue you the number of PINs that you request. You shall have sole and exclusive responsibility for providing the PINs to those individual(s) whom you authorize to use the card(s). Subject to the provisions in paragraph III (a) above, we shall have no liability for transactions performed using your card and a PIN issued to you regardless of whether you deem such transactions to be authorized or unauthorized.

(d) Any security procedure applicable to the card and disclosed to you is strictly confidential and should be disclosed to only your employees or agents with a need to know them. You shall instruct those individuals that they should not disclose the security procedures to anyone. You must establish and maintain procedures to insure the confidentiality of the PINs and the security procedures.

(e) We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of cards or PINs by your employees, agents or representatives. You shall promptly notify us of any suspected unauthorized activity (whether or not involving your employees). We reserve the right to change our security procedures upon notice to you.

IV. GENERAL PROVISIONS

(a) Your card may, but need not, be retained by any ATM or merchant if:

- the PIN is wrong after repeated attempts,
- your card was reported lost or stolen;
- your card was closed for misuse;
- all of your accounts linked to your card(s) have been closed;
- your card expired or was replaced;
- the machine is not operating properly.

(b) We may refuse to issue a card to you or to reissue a card to you if you have previously had one. Each card issued by us remains our property, is not transferable (other than to your authorized employees) and may be canceled, revoked or limited by us at any time without prior notice to you. In the event of cancellation or revocation, your card must be surrendered to us upon demand. If you attempt to use your card after it has been canceled or revoked it will be retained. For your protection, your card also may be retained in situations where it appears to us that there is or may be a danger of loss, theft or unauthorized use.

(c) No electronic fund transfer may be made and no transaction that you attempt to initiate will be completed if your Business Check Card is damaged, has expired, has been canceled or revoked or is retained for any reason or your account(s) has (have) been closed.

(d) Upon receipt of a request for authorization of a transaction made with your Business Check Card, you, (or your agent on your behalf) authorize us to deduct the amount immediately from the available balance in our account.

(e) You understand and agree that you may not place stop payment orders on any individual transaction originated by use of your Business Check Card. (You may, however, stop payment on preauthorized recurring transactions as explained on page 3.)

(f) You may not be able to use your Business Check Card to make transactions in the following cases:
(i) your account is overdrawn,
(ii) you have reached or your request would exceed the withdrawal or point of sale purchase limits imposed on our card;
(iii) you exceed your overdraft line of credit or otherwise are not in good standing with regard to the use of your card.

(g) We reserve the right at any time and without notice to eliminate any or all of the services that currently are available to you by use of your card or to add new services.

(i) We may, from time to time, limit the type, number and dollar amount of any transfers made by use of a Business Check Card, notwithstanding the amount in our account(s), and terminate or suspend the operation of any or all cards, ATMs or merchants without notice.

(j) Where you have authorized any other person to use your card in any manner, your authorization shall be considered by us to be unlimited in amount and manner and will be effective until you have notified us in writing that you have revoked the authorization, and have taken all other necessary steps to revoke it and we have had a reasonable opportunity to act on such notification including cancellation of your card and issuance of a replacement card.

(k) These terms and conditions are governed by the laws and regulations of the state in which the branch office where you opened your account is located. If your Account is opened by mail, or electronically through our Internet Website, and we have a branch office in your state of residence, this Agreement is governed by the laws and regulations of that state. If we do not have a branch office in your state of residence, and your Account is opened by mail, or electronically through our Internet Website, this Agreement is governed by the laws and regulations of the Commonwealth of Pennsylvania. This Agreement is also at all times governed by the laws and regulations of the United States of America.

(l) The terms of your Business Account Agreement and account opening resolution with us are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreement(s) and this Agreement, then this Business Card Agreement shall control to the extent necessary. You agree that this Agreement is the entire statement of the terms and conditions that apply to the subject matter hereof. If any term or condition of this Agreement should be invalidated or unenforceable, all other terms and conditions will continue in full force and effect. This Agreement supersedes any prior agreements between us relating to these services for your Account. You and we agree that all warranties, indemnities, confidentiality requirements, representations, acknowledgements and understandings will survive the performance and termination of this Agreement.

(m) We reserve the right to assign our responsibilities under these terms and conditions or any part of them to any of The PNC Financial Services Group, Inc. affiliates.

HOW TO NOTIFY US CONCERNING ERRORS, QUESTIONS OR TELEPHONE TRANSFERS:
Please contact your Banking Representative.

INTEREST PAYMENT AND BALANCE COMPUTATION
At our discretion, we may change the interest rate(s) and Annual Percentage Yield(s) on our account at any time without notice to you.

For all interest-bearing accounts except for Corporate Analysis Checking with Interest, we use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Tiered-rate accounts earn interest on the entire account balance each day at the interest rate and annual percentage yield in effect for that day's balance.

Interest begins to accrue on interest-bearing checking accounts no later than the business day we receive credit for the deposit of checks and other non-cash items. Interest begins to accrue on money market deposit accounts based on the day funds are available to you for withdrawal. Interest on business interest-bearing checking and money market accounts is compounded and credited monthly.

Unless stated otherwise, the term "month" means monthly statement cycle.

The average monthly balance is calculated by adding the principal in your account for each day of the month and dividing that figure by the number of days in the month.

For Corporate Analysis Checking with Interest, we will use the average monthly investable balance (i.e. the average collected balance less reserves, if applicable) to calculate earnings credit and interest on your account. We will perform a monthly analysis on your account(s) with us to determine if your average monthly investable balance for the month is sufficient, as determined solely by us, to compensate us for that month's fees. Balances used to compensate us for fees shall not earn interest. We will then apply a daily periodic rate to the average investable balance in excess of balances needed to offset transaction and maintenance fees, multiplied by the number of days in the month. Interest is earned on the excess account balance at the interest rate in effect on the last calendar day of the month. Interest rates are subject to change at any time and may be tiered. The earnings credit rate and the interest rate may not be the same. Any interest earned will be credited to your account no later than the last business day of the month following the month of the analysis.

For accounts linked together for account analysis, interest is earned on the combined relationship's excess account balance at the interest rate in effect for the appropriate balance tier on the last calendar day of the month and will be credited to the settlement account. If your analysis relationship includes balances that are owned by more than one company, you are solely responsible to determine whether (1) all of the account balances may lawfully earn interest and (2) any interest payments need to be allocated to the companies included in the analysis relationship.

Effective December 21, 2010, the FDIC provides full deposit insurance on balances held in non-interest-bearing transaction accounts. Under current law, this temporary insurance coverage will remain in effect through December 31, 2012. This account type is considered an interest bearing account that will not be eligible for full deposit insurance, even if no interest is earned. If a non-interest bearing analyzed checking account or other non-interest-bearing checking account is converted to the Corporate Analysis Checking with Interest, those balances will no longer be fully covered by FDIC deposit insurance, even if no interest is earned on the account.

EXHIBIT 5

CHECK CASHING AGREEMENT

This is an Agreement effective the 20th day of June, 2016 between Indiana University of Pennsylvania, part of the Pennsylvania State System of Higher Education, an agency of the Commonwealth of Pennsylvania, (" Company") and PNC Bank, National Association, a national banking organization ("PNC").

WITNESSETH:

Company maintains a business relationship with PNC; and

Company wishes to have PNC cash checks drawn by Company against the account identified below made payable to its customers or employees (the "Checks") regardless of whether the payee has a deposit relationship with PNC ("Service"); and

Checks will be drawn on account number 61000000145682 at (031318619) M&T Bank, (the "Account"); and

PNC is willing to provide the Service on the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Company and PNC agree as follows:

A. Company's Responsibilities

1. Company will provide PNC with a voided check of the type to be presented hereunder which will show the account and transit routing numbers of the check.

2. Company hereby authorizes PNC to present Checks against the Account for payment.

3. During the term of this Agreement Company will maintain account number 1008974074 at PNC (the "PNC Account"). The PNC Account may be charged for such deposit account charges as PNC may customarily impose on demand deposit accounts including without limiting the foregoing, returned checks and returned check charges, such amount to be collectively referred to herein as "PNC Account Charges." Company shall maintain sufficient balances in the PNC Account to cover Checks honored hereunder, returned Checks and any fees incurred hereunder. Further, Company hereby authorizes PNC to debit the PNC Account, without prior notice or demand, for such amounts as may be due PNC hereunder.

4. Upon request, Company will provide PNC with a (a) written, signed statement identifying the Check payee as a payee of Company, or (b) signature guarantee for payee, both of which must be signed by an authorized signer of Company.

5. Neither party shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses that arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University."

6. Company agrees to sign such documents and perform such additional acts as PNC may reasonably require to facilitate the performance of obligations hereunder.

7. Company warrants that all checks submitted to PNC hereunder shall he issued in the ordinary course of business.

B. PNC's Responsibilities

1. PNC will perform the Service for Checks satisfying the following criteria:

   a. presented by the payee;

   b. drawn on the Account;

   c. presentation of identification by the payee satisfactory to PNC; and

   d. PNC does not have reason to doubt the collectability of the Check.

2. PNC shall have no responsibility for determining the genuineness of any Check or of any signature on any Check, whether such signature is by facsimile means or otherwise, other than the signature of the payee (subject to Section 5(a)).

3. PNC shall not be liable for payment of Checks in any amount that would disrupt the requisite cash on hand for the branch of presentment.

4. PNC reserves the right not to cash a Check if the transaction appears suspicious or irregular or would cause PNC to violate any law or regulation in PNC's sole, good faith judgment.

5. PNC's liability shall be as follows:

   a. PNC shall be liable hereunder only for its gross negligence and shall have no liability for inadvertent, incidental failure to perform the Service.

   b. Under no circumstance shall PNC be liable to Company for any claim made hereunder, in an amount in excess of the face amount of the Check upon which the claim is made, regardless of the basis of the claim.

c. In no event shall PNC be liable hereunder i) for special, consequential, exemplary or incidental damages regardless of whether or not they were foreseeable or whether PNC had been advised of the possibility of such damages; or ii) to any person not a party to this Agreement.

C. General Conditions

1. In the event PNC imposes fees for the Service, such fees shall be as set forth in the business fee schedule, which is incorporated herein by reference, and which may be amended by PNC from time to time upon prior notice to Company. Fees for this service shall be automatically deducted from the PNC Account unless a payment method is otherwise agreed between the parties.

2. This Agreement and the Service shall, at all times, be subject to PNC's standard check cashing procedures.

3. This Agreement may be terminated as follows:

   a. Company may terminate this Agreement upon written notice received by PNC no less than thirty days prior to the effective date of such termination.

   b. PNC reserves the right to terminate this Agreement upon 30 days written notice to Company prior to the effective date of termination.

   c. PNC reserves the right to terminate this Agreement immediately if, in PNC's good faith judgement, such action is necessary to prevent financial loss to PNC.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

5. Company warrants to PNC that the individual signing below is authorized by Company to execute this Agreement on behalf of Company and that, upon execution, this Agreement shall become a lawful obligation of Company enforceable against Company in accordance with its terms.

6. This Agreement may not be assigned by Company without the prior written consent of PNC. In the event Company is merged into or acquired by another entity, Company shall notify PNC prior to the effective date of such transaction; PNC shall have the sole right to determine whether it will terminate this Agreement on or prior to such effective date.

7. Company's obligations to pay PNC in accordance with the terms of this Agreement shall

survive termination of this Agreement with respect to any outstanding amounts due or which become due, including payment of PNC Account Charges, as the result of transactions occurring he ›under.

8. Notices when given hereunder shall be given at the addresses set forth below, through the U.S. Postal Service, postage prepaid, certified or registered mail, by hand delivery orby overnight courier.

9. This Agreement may be amended with written notice by PNC to Company.

10. This Agreement shall not provide any person not a party to the Agreement with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

IN WITNESS WHEREOF, Company and PNC set their hands and seals below:

ATTEST:

INDIANA UNIVERSITY OF PA

Terry Breslawski

By: Terry Breslawski

Title: Director of Procurement

Address: 650 S 13th Street
RobertShaw Building
Indiana, PA 15705-1038

ATTEST:

PNC BANK, NATIONAL ASSOCIATION

By:

Title: SR. Vice President