

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is entered into this 1st day of January, 2018, (the "Effective Date"), by and between the State of Maryland on behalf of Salisbury University, a constituent institution of the University System of Maryland, ("University"), and PNC Bank, National Association, a national banking association having offices at the address set forth below ("PNC Bank").

WHEREAS, University desires to locate three (3) free standing automated teller machines ("ATMs") on its campus, and PNC Bank is willing to enter into a license for the ATMs as hereinafter provided; and

WHEREAS, the parties hereto wish to set forth in full herein certain terms and conditions governing the location, installation and use of the ATMs.

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

1. License

(a) PNC Bank and University shall enter into an individual license ("License"), for the placement of the ATMs at certain locations (the "Locations"). The License is attached hereto and incorporated herein as **Exhibit A**, which is an integral part of this Agreement. The License shall cover the ATMs and contain any and all special provisions regarding terms, covenants, conditions and provisions as agreed to by the parties.

(b) By this Agreement, University hereby licenses to PNC Bank the right, upon the terms and conditions hereinafter set forth, to install, maintain, service, repair, replace and operate the ATMs, together with related Equipment and Installations, as defined in Section 5 herein, at the Locations set forth in the License, including the right, with University's approval, to substitute different makes, models or types of ATMs from time to time.

2. Term

The initial term of this Agreement (the "Initial Term") shall commence as of the Effective Date, and shall continue for a period of five (5) years thereafter with an option to renew for an additional five (5) years following the Initial Term ("Renewal Term") upon the mutual agreement of the parties. Notice of renewal by either party shall be sent to the other party no later than ninety (90) days prior to the end of the Initial Term. In this Agreement and any attachments, exhibits and schedules made a part of this Agreement, the Initial Term and Renewal Term shall collectively be referred to as the "Term."

3. Locations and Relocation of ATMs

(a) The ATMs shall be located within or about the Locations as mutually agreed upon by the parties, as indicated in Exhibit A. 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 must be made no less than thirty (30) days prior to the date that relocation is desired.

(b) The ATMs may be relocated for security reasons as set forth in Section 12 herein.

4. ATMs

One (1) of the ATMs will be an Advanced Function ATM that shall perform deposits of cash and checks, cash withdrawals, transfers and balance inquiries. The other two (2) ATMs will be Cash Dispensing ATMs that perform cash withdrawals, transfers, and balance inquiries. The ATMs will have the ability to be upgraded to provide additional capabilities as determined by PNC Bank from time to time. The ATMs shall be part of several networks, including but not limited to STAR® (the "Network"), pursuant to a network agreement between PNC Bank and the operator of the network, (the "Network Agreements").

5. Installations

- (a) PNC Bank shall, using its own independent contractors, install at 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 (the "Equipment"); and
 - (iii) such wiring, connections, and hook-ups as are required to connect the ATMs to the 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 in Exhibit A;
 - (ii) University will use commercially reasonable efforts to obtain approval of the Installations from any parties whose approval is required prior to the placement of the ATMs at the Locations;
 - (iii) University will cooperate with PNC Bank, and secure the cooperation of any necessary other parties, as required by local ordinances and practice, in making permit applications. However, PNC Bank will be responsible for obtaining, at its expense, all permits and approvals required in connection with the Installations; and
 - (iv) PNC Bank will indemnify and save University harmless from and against all liability, loss, cost and expense arising in connection with the Equipment and Installations.

- (c) University shall indemnify, defend and hold harmless PNC Bank, its officers, directors, employees, and agents for claims, losses and damages against it based on the negligence of University personnel. The University's liability will be limited to that established under and allowed by the Maryland State Tort Claims Act, and shall be governed exclusively in accordance with Maryland Annotated Code, State Government Article, Title 12, as amended from time to time.

- (d) If the parties mutually agree to install signs, PNC Bank and University shall mutually determine each of their obligations to pay the costs of the signs and costs of sign installation maintenance and removal.

6. Title

University agrees that title to and ownership of the ATMs and the related Equipment and Installations shall at all times be and remain in PNC Bank free and clear of all rights, title, interest, liens, security interests or claims owned, held, created or suffered by 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 request of PNC Bank, University will obtain from any persons or entities owning or holding legal 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 right or interest in the ATMs and further confirming PNC Bank's title as aforesaid and PNC Bank's rights under this Agreement. PNC Bank shall have the right to place a label on the ATMs indicating its interest in such machine and related Equipment and Installations which label University agrees not to disturb.

7. Operation, Servicing, Maintenance and Repair

(a) PNC Bank will provide the following services under this Agreement:

(i) Operation, Servicing and Maintenance:

1. The operation, servicing, maintenance and repair of the ATMs and the related Equipment and Installations shall be under the sole control of PNC Bank and its agents, employees and independent contractors.
2. Except as otherwise provided herein, PNC Bank shall bear the expense of such operation, servicing, maintenance and repair, and shall keep the ATMs and related Equipment and Installations in a safe and operable condition.
3. If PNC Bank determines that video surveillance is required, it shall be the responsibility and sole cost of PNC Bank.
4. PNC Bank shall require all of its employees, agents and independent contractors who perform any of the aforesaid tasks at the Locations to carry and present identification upon University's request and perform their tasks with minimum disruption to University's operations.

(ii) First Line Maintenance: Upon receipt of notification from the University that an 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.

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

(iii) Second Line Maintenance: Upon receipt of notification from the University that an ATM has malfunctioned, PNC Bank or its agents will use commercially reasonable efforts to respond within six (6) hours or less for repair and Second Line Maintenance.

1. 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 ATMs and related Equipment and Installations and install the necessary outlets and connections, if required, at its expense;
 - (ii) keep the ATMs and the area around the ATMs clean, presentable and free from obstruction, and, with respect to the Locations generally, University will continue to maintain the same standards of cleanliness, maintenance, repair and operation in the Locations as are in effect on the Effective Date;
 - (iii) pay all costs and expenses for ownership, operation, maintenance and repair of the Locations (including real estate taxes and utilities, as required) not expressly made payable by PNC Bank herein;
 - (iv) maintain the Locations in accordance with the environmental standards, if provided by PNC Bank, as required by the ATM manufacturer for the proper functioning of the ATMs; and
 - (v) if applicable, upon removal of the ATMs, reimburse PNC Bank for the undepreciated cost of all improvements to the Locations which were made at University's request, and are not reusable by PNC Bank.

8. Covenants

- (a) University hereby covenants as follows:
- (i) it shall not use or permit the use of the PNC Bank name or logo without prior written consent of PNC Bank;
 - (ii) it shall use and permit the use of the ATM logos only in compliance with the requirements of the holders of rights in such logos. University acknowledges that the ATM logos are registered trademarks where indicated; notwithstanding the foregoing, this section is not intended to nor does it restrict, after prior written consent by PNC Bank, the use of the PNC Bank name by University in the ordinary course of its business or through its internal communications with employees regarding the availability of the ATMs;
 - (iii) PNC Bank shall peacefully and quietly have, hold and enjoy the rights in the Locations granted to it hereby subject to all of the covenants, terms and conditions herein contained; and
 - (vi) The University and PNC Bank shall discuss the possibility of implementing the PNC Bank University ID Card-Linking program. In the event parties agree to implement the University ID Card-Linking program, the University agrees to meet certain requirements pertaining to the design and encoding of the University ID Card. "University ID Card" shall mean the University ID card owned and issued by the University, or such other identification card issued by the University, even if the designation is renamed at a later date. In the event the parties agree to implement the University ID Card-Linking program, University will include the following elements when configuring the University ID Card:

1. Encoding of track 2 of the magnetic stripe on the back of the University ID Card.
2. A disclosure statement printed on the back of the card to read as follows, "ATM function requires a linked PNC Bank deposit account."
3. Logos required by PNC Bank or its vendors including Star®, Plus and PNC Bank on the back of the card.
4. Display of the issued card number on the front of the University ID Card.

(b) PNC Bank hereby covenants as follows:

- (i) its ATMs will remain technologically current with prevailing standards in the banking industry which shall include insuring ATMs are readily usable by disabled persons in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 ("ADA");
- (ii) it shall not use or permit the use of University's name or logo without prior written consent of University; notwithstanding the foregoing, this section is not intended to nor does it restrict, after prior written consent by University, the use of University's name by PNC Bank through its internal communications to employees;
- (iii) it shall maintain the ATMs in good working order; and
- (iv) PNC Bank agrees to ensure the PNC Bank ATMs 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. PNC Bank shall indemnify and hold harmless University from any direct damages arising out of PNC Bank's failure to comply with accessibility standards and/or PNC Bank's failure to meet its obligations under the ADA, any amendments to the ADA, its implementing regulations, as well as all other federal, state and local laws regarding access to and service to individuals covered by the ADA.

(c) University and PNC Bank hereby covenant to each other as follows:

- (i) Confidentiality. The parties understand and agree that, subject to applicable law requiring a party to disclose, with or without the other party's consent, each shall keep confidential and not disclose, and shall cause its respective directors, officers, employees, representatives, agents, affiliates, external or internal auditors and independent contractors to keep confidential and not disclose, any of the terms and conditions of this Agreement to any third party, except with the prior written consent of the other party or to third parties subject to a duty, written or otherwise, of confidentiality. Either PNC Bank or University may, however, make such disclosures to or as may be required by law and regulatory authorities, including as required by the Maryland Public Information Act, Maryland Code Annotated, General Provisions, Title 4, as amended from time to

time. Each party shall cooperate with the other party in an effort to limit the nature and scope of any required disclosure.

(ii) Controlling the Assault of Non-Solicited Pornography and Marketing (“CAN-SPAM”) Act of 2003. The parties agree that marketing materials described in this Agreement will be communicated electronically from time to time. In order for either party to become the designated “Sender” with respect to CAN-SPAM, the party must meet certain defined requirements.

1. Each party to this Agreement will comply with the following provisions when engaging as the Sender under CAN-SPAM:
 - 1.1 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));
 - 1.2 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));
 - 1.3 The e-mail must include a valid opt-out mechanism (15 U.S.C. 7704(a)(3)(A)(i)); and
 - 1.4 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 sexually oriented or gender oriented e-mails will be sent by PNC Bank under this Agreement.
3. The parties will mutually agree, prior to the distribution of any materials, which entity shall be considered to be the Sender.
4. The Sender will be responsible for all claims or losses resulting from any email communication(s) that violate CAN-SPAM.

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 Locations. The parties further agree that the State Employees Credit Union may maintain one (1) ATM on University’s campus.

(b) PNC Bank shall impose a surcharge on users of its ATMs at the Locations who are not PNC Bank account holders. During the Initial Term, the surcharge amount shall be three dollars (\$3.00) for the first two (2) years of the Initial Term. Thereafter, PNC Bank shall set the amount of the ATM surcharge to equal that charged at its ATMs in the Maryland market. PNC Bank shall notify the University prior to any increase in the surcharge amount.

(c) University will adhere to the terms for the WorkPlace Banking and Student Banking Programs as further set forth in Exhibit B which is attached hereto and incorporated herein.

10. Rent

The rent arrangement for the services to be rendered by the parties hereunder shall be as set forth in **Exhibit C**, which is attached hereto and incorporated herein. **Exhibit C** may be amended from time to time by mutual agreement of the parties.

11. Performance Warranty

PNC Bank warrants that the ATMs in the Locations shall be fully operational an average of ninety seven and a half percent (97.5%) of the time, unless operation is prevented by Force Majeure, as defined in Section 16 of this Agreement. Operational outages and the time related thereto resulting from problems with communication and data lines, lack of power, or University's refusal to grant access to Locations will be excluded for up-time availability measurement purposes, as are printer receipt failures where an ATM is otherwise operational.

12. Security

(a) University shall maintain security at the Locations 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 Locations which adversely affects the operation or security of the ATMs. Pursuant to Section 5 above, all ATMs are bolted, and the University will use reasonable efforts to protect the ATMs.

(c) In the event of fire, casualty, riot or other emergency, University shall use reasonable efforts to protect the security of any affected ATM. PNC Bank acknowledges and agrees that University's primary obligation is to the safety and security of its students and employees. 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.

13. Default

Except as otherwise provided herein, in the event of a material breach of this Agreement by either party hereunder, the non-defaulting party shall send written notice, ("Default Notice") of the default to the defaulting party. The defaulting party will have thirty (30) calendar days from the date of receipt of the Default Notice to cure the default, ("Cure Period"). In the event the default is not cured within that Cure Period, or, if the default cannot be cured within the Cure Period or, if the defaulting party has not commenced reasonable steps to cure such default within the Cure Period, then the non-defaulting party may terminate this Agreement immediately upon written notice of termination to the defaulting party.

14. Insurance

(a) PNC Bank shall be responsible for maintaining or causing to be maintained, at its expense, such fire, casualty, theft, and general/public liability insurance in an amount not less than Two Million Dollars (\$2,000,000), of and with respect to the ATMs, Installations and related Equipment or such other amount as agreed between the parties. PNC Bank shall name the University as an additional insured on its general liability policy applicable to this Agreement. PNC Bank acknowledges that the University is self-insured pursuant to the Annotated Code of Maryland, State Finance and Procurement Article, Title 9, as amended from time to time. The University will be responsible for its own negligence

in accordance with the Maryland Tort Claims Act, State Government Article, Title 12, as amended from time to time. In addition, each party 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.

(b) Each party shall, upon request, provide to the other such evidence as shall be reasonably requested of the maintenance of required insurance. PNC Bank, however, shall upon request provide a Memorandum of Insurance to University as evidence of the required insurance.

(c) Each party hereby waives against the other any right of recovery for damage to property which is required to be covered by insurance.

15. Termination

(a) This Agreement may be terminated immediately by the University prior to the end of the then current Term if PNC Bank defaults in the performance of any of its covenants or obligations under the Agreement as set forth in Section 13 above. University may also terminate this Agreement in accordance with the Department of Education Cash Management Compliance Agreement, attached as Exhibit D hereto and incorporated herein.

(b) This Agreement may be terminated immediately by PNC Bank prior to the end of the current Term if University defaults in the performance of any of its covenants or obligations under the Agreement as provided in Section 13 above.

(c) This Agreement may be terminated prior to the end of the then current Term by providing thirty (30) days advance written notice if:

- (i) the Network Agreements between PNC Bank and the operator of one or more of the networks are terminated, or is amended in a manner which, in PNC Bank's reasonable judgment, will have a material adverse effect upon the continued operation of the ATMs at the Locations;
- (ii) PNC Bank fails to obtain any approval required for installing and operating the ATMs at the Locations on or before the Effective Date or University fails to obtain any of the approvals specified in Section 5(b) hereof, or such approvals are rescinded or withdrawn or modified in a manner that is deemed by either party to be materially adverse to such operation;
- (iii) the enactment or adoption of any laws, ordinances, regulations or interpretations thereof which, in either party's reasonable judgment, will have a material adverse effect upon the continued operation or operating costs of the ATMs at the Locations;
- (iv) for any reason either party determines in its reasonable judgment that continued operation of the ATMs at the Locations is unsafe or uneconomic;
- (v) University ceases to operate at the Locations for a period of thirty (30) consecutive days for any reason, or the nature or manner or hours of operation are changed from those prevailing on the dates of the Installations in a manner which in either party's reasonable judgment will have a material adverse effect upon the continued operation of the ATMs at the Locations; or

- (vi) University's interest in the Locations is sold, conveyed, transferred, assigned, sublet, terminated, or modified in a manner deemed by PNC Bank to be materially adverse to its rights hereunder or its title to the ATMs, and University failed to provide sixty (60) days advance written notice to PNC Bank of any of the foregoing events.

(d) Upon termination of this Agreement, PNC Bank shall notify University of its intent to remove the ATMs and shall then be responsible for removing 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. PNC Bank may, at its option, remove any other portions of the related Installations, provided that (1) PNC Bank shall first receive permission from University for such removal, which shall not be unreasonably withheld; and (2) PNC Bank shall be responsible for capping all pipes and conduits and restoring any damage to the Locations caused by such removal, reasonable wear and tear excepted. PNC Bank shall not be responsible, however, for restoring structural changes made to the Locations as agreed to by University to accommodate the Installations of the ATMs.

16. General

(a) Access: University shall permit PNC Bank or its authorized service representative to have reasonable access to the Locations with notice to the University and subject to University's security requirements pursuant to Section 7 herein.

(b) ADA Compliance: Both parties shall comply with the applicable provisions of 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 and pursuant to Section 9b herein. University's compliance obligations will include, but are not limited to, the design, construction and alteration of the Locations as University may have to alter to be in compliance with the ADA.

(c) Amendment: No amendment or supplement to this Agreement shall be binding unless consented to in writing and signed by both parties, provided that such consent shall not be unreasonably withheld.

(d) Assignment: Neither party may assign, transfer or sublease this Agreement nor the rights granted hereunder to any other person without the non-assigning party's prior written consent, which consent shall not be unreasonably withheld. PNC Bank in its discretion may request a written assumption of the obligations hereunder by University's successor in interest, if there is one, and such written confirmation of its rights hereunder and its title in and to the ATM and the Equipment and Installations. Notwithstanding the foregoing, PNC Bank may assign this Agreement to any of its affiliates upon prior written notice to University.

(e) Attachments: The terms and conditions of the attachments, Exhibits and Schedules to this Agreement are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein.

(f) Authority: Both parties warrant that all approvals necessary for the execution of this Agreement have been obtained, that the individuals signing on behalf of the respective parties have full authority to do so, and that upon execution this Agreement shall constitute a binding, legal obligation of such party.

(g) Binding Effect: This Agreement shall be binding upon and for the benefit of the parties hereto, their respective successors and permitted assigns.

(h) Indirect Damages: NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

(i) Entire Agreement: The terms and conditions of this Agreement and all attachments, exhibits and schedules hereto, constitute the entire agreement between the parties relating to the subject matter hereof, and supersedes any and all other agreements whether oral or written, express or implied, by the parties with respect to the subject matter herein. No other statements, unless specifically agreed to in writing, shall be binding upon the parties.

(j) Federal Employer Tax ID Number (University): 52-6002033.

(k) Force Majeure: Neither party shall be liable to the other for any damages or penalty for any delay or for failure to give notice of delay when such delay is due to delays in transportation, the elements, fire or other casualty, acts of God or any other cause or causes beyond their reasonable control.

(l) Further Assurances: Each party agrees to execute such other documents and take such actions as may be necessary or desirable to effectuate this Agreement.

(m) Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to principles of conflicts of law. Each party agrees that it is and shall remain subject to the in personam, in rem and subject matter jurisdiction of the state and federal courts in the State of Maryland for all purposes pertaining to this Agreement and all documents and instruments executed in connection or in any way pertaining hereto.

(n) Headings: The paragraph headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

(o) Non-Waiver: No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall constitute a waiver of such right or remedy unless it is a written waiver signed by the waiving party, nor shall such a delay or failure operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. Any written waiver shall be applicable to its circumstances only and shall not, nor shall it be deemed to be, applicable to any other or subsequent default.

(p) Notices: Unless otherwise provided herein all notices or other communications under this Agreement must be in writing and signed by a duly authorized representative of the party giving such notice, or such other persons as either party shall specify in a written notice to the other. All such notices shall be deemed given and received when delivered electronically upon approval of the other party or delivered by hand, or placed in the U.S. mails addressed to the other party, first class registered mail, postage prepaid, or overnight courier at the addresses indicated following the signatures of the parties on the signature page or such other addresses as may be specified in writing.

Address for Notice - PNC Bank:	Address for Notice - University:
PNC Bank, National Association The Tower at PNC Plaza 300 Fifth Avenue PT-PTWR-23-2	Salisbury University 1101 Camden Ave. Salisbury, MD 21801

Pittsburgh, PA 15222	
ATTN: Nickolas Certo Title: Senior Vice President, University Banking	ATTN: Marvin L Pyles Title: Vice President Administration and Finance
Telephone: (412) 762-6755 Facsimile:	Phone: (410) 543-6050 Facsimile:
	Site Contact: Karen A. Treber Telephone: (410) 548-2330

(q) Severability: In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision. If this Agreement or any provisions hereof are held to be invalid, illegal or unenforceable under the laws of a particular state or jurisdiction, it is the intention of the parties that all of the provisions of this Agreement shall remain in full force and effect in all other states and jurisdictions.

(r) Survival: The provisions of this Section 16 shall survive termination of this Agreement.


(s) Third Parties: No person or entity not a party to this Agreement shall have any right, claim or interest in and to this Agreement.

(t) DOE Compliance: The University shall comply with the requirements listed in Exhibit D, Department of Education Cash Management Compliance Agreement, which is attached hereto and incorporated herein by this reference.

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

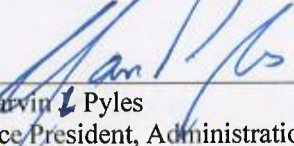
IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Agreement on its behalf, as of the Effective Date.

PNC BANK, NATIONAL ASSOCIATION

By: 
Nickolas Certo
Senior Vice President

Date: 3-26-18

SALISBURY UNIVERSITY

By: 
Marvin L Pyles
Vice President, Administration and Finance

Date: 3/20/18

EXHIBIT A

ATM LOCATIONS

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

Location (Address)	Location Owner	Blanket Liens or Mortgage (Yes or No)	Name of Lien/ Interest Holder

Nothing in the contract between University and any landlord prohibits University from entering into this Lease Agreement

EXHIBIT B

WORKPLACE BANKING & STUDENT BANKING PROGRAM

A. During the Term of the Lease Agreement of which this Exhibit B is a part ("Agreement") PNC Bank will:

- (i) receive exclusive marketing rights, for the purpose of marketing bank products and services to students, unless otherwise mutually agreed to by PNC Bank and the University;
- (ii) receive preferred marketing rights to employees for the purposes of marketing PNC Bank products and services, unless otherwise mutually agreed to by PNC Bank and the University. For purposes of this Exhibit B, "preferred marketing rights" shall mean preferred status and location at tabling events, and advertising, mailing and other customer communication rights that are at least as good as those granted to SECU;
- (iii) participate in quarterly in-person status meetings with University;
- (iv) retain exclusive rights to offer a co-branded debit card to students, faculty, staff, alumni and the general public. The card design shall be mutually agreed upon by PNC Bank and University;
- (v) retain exclusive rights to offer ID Card Linking, as defined in the Agreement, if adopted by the University.

B. During the Term of the Agreement, University will actively support and promote PNC Bank's WorkPlace Banking and Student Banking Program. Such support and promotion shall include, but not be limited to:

- (i) Students:
 1. Permit on-campus tabling by PNC Bank, at no cost to PNC Bank, at Survival of Arrival, Orientation 101 events and other events as appropriate and mutually agreed upon by the University and PNC Bank;
 2. Permit PNC Bank to distribute Student Banking Program materials at on-campus tabling locations at mutually agreed upon times and locations, excluding University athletic events unless prior permission is received by the University;
 3. Permit PNC Bank to place or distribute flyers, banners or other marketing materials at mutually agreed upon public posting locations;
 4. Permit PNC Bank to place a Web link from University sites to pnc.com as further set forth on Attachment 1 to this Exhibit B;
 5. At the beginning of the Initial Term of the Agreement, have the University distribute PNC Bank Student Banking program materials to the University's Existing Student List. "Existing Student List" shall mean a list of currently enrolled undergraduate and graduate students at the University who have not opted-out of disclosure of their directory information pursuant to the University's FERPA policy;
 6. Annually during the Initial Term and any Renewal Term, have the University distribute materials to the University's New Student List. "New Student List" shall mean an annual list of newly enrolled students, including transfer and

graduate students, who have not opted-out of disclosure of their directory information pursuant to the University's FERPA policy.

7. From time to time, permit on-campus financial seminars pre-approved by the University;
8. Permit other activities as PNC Bank and the University may mutually agree upon from time to time.

(ii) Faculty/Staff:

1. Allow PNC Bank to schedule events a minimum of two (2) times each year of the Term of the Agreement, at which PNC Bank may make in person presentations to University employees to discuss its products and open PNC Bank WorkPlace Banking accounts with University employees;
2. Allow PNC Bank to distribute applications for WorkPlace Banking accounts and products at University new employee orientation sessions;
3. Allow PNC bank to schedule educational seminars at which financial and other relevant banking topics are presented;
4. Permit PNC Bank Workplace Banking representatives to discuss products and account opening at appropriate University events;
5. Permit PNC Bank to sponsor promotions and giveaways on the University campus;
6. Permit such other activities as PNC Bank and University may mutually agree from time to time.

(iii) Referring to PNC Bank as a Preferred Provider in agreed upon University publications and communications in a method that is acceptable to both parties.

- C. Notwithstanding anything to the contrary contained in the Agreement, the University's ability to provide any information to PNC Bank is subject to and conditioned upon the Family Education Rights in Privacy Act (FERPA), other applicable laws and regulations, including the Maryland Public Information Act, and University policies and procedures.
- D. PNC Bank University ID Card Linking involves PNC Bank offering debit card functionality to University students' ID cards, based on card configuration reasonably required by PNC Bank. In the event the University and PNC Bank agree to implement the University ID Card-Linking program, University will be required to meet certain requirements pertaining to the design and encoding of the University ID Card. "University ID Card" shall mean the University ID card owned and issued by University,
- E. If the University and PNC Bank agree to implement the University ID Card-Linking program, the 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 on the back of the University ID Card;
 - (iv) Displaying the issued card number on the front of the University ID Card.

ATTACHMENT 1
TO EXHIBIT B
WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (“Web Agreement”), is effective as of the _____ day of _____ 2018, (“Effective Date”), and entered into by and between the State of Maryland for the use of the University System of Maryland on behalf of its constituent institution, Salisbury University, an institution of higher education organized and operated under the laws of the State of Maryland, having offices at 1101 Camden Ave., Salisbury, MD 21801 (“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 Lease Agreement between University and PNC Bank (the “Lease Agreement”). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Lease 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 Lease 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) “Marks” means those copyrighted or trademarked name, word, symbol, logos or design used by either party to identify and distinguish its services from the services of others in the same or similar business.

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

(d) “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.

(e) “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 Lease 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 Attachment 1**, 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 Attachment 1**, 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.

5. **ACCESSIBILITY**

PNC Bank is working to ensure that the PNC Bank Weblinks and the PNC Bank Website will comply with the Web Content Accessibility Guidelines (WCAG) 2.0 AA accessibility standards. PNC Bank shall indemnify and hold harmless University from any claims arising out of PNC Bank's failure to comply with WCAG 2.0 AA accessibility standards and/or PNC Bank's failure to meet its obligations under the Americans with Disabilities Act ("ADA"), any amendments to the ADA, its implementing regulations, as well as all other federal, state and local laws regarding access to and service to individuals covered by the ADA.

[Signatures appear on the following page]

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.

SALISBURY UNIVERSITY

By: _____


Marvin L. Pyles
Vice President, Administration and Finance

Date: _____

3/20/18

PNC BANK, NATIONAL ASSOCIATION

By: _____


Nickolas Certo
Senior Vice President

Date: _____

3-26-18

**SCHEDULE A
TO "ATTACHMENT 1"
PNC BANK MARKS**



Further information on PNC Bank's graphic standards, including samples, may be found here:
www.pncbrandcenter.com

**SCHEDULE B
TO "ATTACHMENT 1"
UNIVERSITY MARKS**



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

http://www.salisbury.edu/publications/docs/SU_Logo_Standard_Manual_15.pdf

Annual Program Expenditures	200
Programs	41
Total per Year	210

Annual	200,000	Year 4 through 6	Year 7-10
Programs	242,000		

**EXHIBIT C
RENT**

1. **Signing Bonus:** PNC Bank shall pay University a one-time signing bonus in the amount of Twenty Five Thousand Dollars (\$25,000). The guaranteed signing bonus shall be paid not later than sixty (60) days after the Lease Agreement ("Agreement"), of which this Exhibit C is a part, is fully signed. Payment shall be made in accordance with instructions received from the University.
2. **Annual Rent:** PNC Bank shall pay University an annual ATM rent payment of Ten Thousand Dollars (\$10,000). The payment shall be made in advance of the Effective Date and thereafter on the anniversary of the Effective Date each year of the Initial Term and any Renewal Term as defined in the Lease Agreement of which this Exhibit C is a part. Payment shall be made in accordance with instructions received from the University.
3. **Program Expectations:** Each January of the Initial Term and any Renewal Term, beginning with January 1, 2019, the parties shall conduct an annual review of the PNC Bank banking program described in the Agreement and in this Exhibit C (the "Program"), which shall include a comparison of the performance of the applicable year to the agreed upon Program Expectations, as described below. In the event the parties agree to extend the Initial Term and any Renewal Term, the Program Expectations and royalty shall be negotiated by the parties in good faith.

Annual Program Expectations as described in this paragraph 3 below are based on a January 1 to December 31 calendar year. Program Expectations may be adjusted only by mutual consent.

Annual Program Expectations	Annual
Students: New Checking Accounts	800
Faculty & Staff: New Checking Accounts	40
Total per Year	840

4. **Bonus Rent:** In exchange for the consideration provided under this Agreement, PNC Bank will pay to University bonus rent ("Bonus Rent") calculated in accordance with this paragraph 4. In the event the University attains the Program Expectations Total for a calendar year as specified in paragraph 3 above, PNC Bank will pay to University the following Bonus Rent:

Bonus Rent	Years 1 through 3	Years 4 through 6	Years 7-10
Annual	\$40,000	\$45,000	\$50,000

5. **Guaranteed Royalty:** Notwithstanding paragraph 3 above, in the event that University does not attain the Program Expectations total for any calendar year, 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 Bonus Rent stated in paragraph 4 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 Expectations total for that calendar year (for example, if 90%

of the annual Program Expectations are achieved, University will receive 90% of the annual Bonus Rent amount); or (ii) an amount equal to sixty six percent (66%) of the Bonus Rent stated in paragraph 4 for the applicable calendar year.

6. Additional Bonus Rent: As of the Effective Date of the Agreement for any calendar year in which the Program Expectations total is exceeded, additional Bonus Rent payments shall be paid as follows:

Percentage Program Expectations Total is Exceeded	Percentage of then-current Bonus Rent to constitute Additional Bonus Rent
1% - 1.99%	1%
2% - 2.99%	2%
3% - 3.99%	3%
4% - 4.99%	4%
5% - 5.99%	10%
6% or more	For each additional 1% above program Expectations, an additional 1% Bonus Rent

7. University ID Card-Linking Program: In the event the parties agree to commence the University ID Card-Linking program, at any time during the Initial Term or any Renewal Term, PNC Bank shall pay University Eleven Thousand Dollars (\$11,000) as a recarding allowance for new ID cards.
8. Repayment Upon Cancellation: In the event University terminates the Agreement, except due to a breach by PNC Bank, University shall refund a portion of the signing bonus, as follows:

Termination in first year of Initial Term:	100% refund
Termination in second year of Initial Term:	50% refund
Termination in third year of Initial Term:	20% refund

EXHIBIT D

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), is entered into this _____ day of _____ 2018, by and between the State of Maryland and Salisbury University, a constituent institution of the University System of Maryland, having offices at 1101 Camden Ave., Salisbury, MD 21801 ("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 Lease Agreement between University and PNC Bank (the "Lease Agreement"). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given them in the Lease Agreement.

WHEREAS, the parties have entered into the Lease Agreement under which certain specified services create a Tier Two Arrangement, as defined in section 1(h) below and 34 C.F.R. § 668.164(f)(1); and

WHEREAS, the University has to comply with the requirements for Tier Two Arrangements in the Department of Education ("DoE") Regulations, as defined in Section 1(e) below, which 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 Lease Agreement in which the University is entitled to receive compensation as defined under the Lease 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 Tier Two Arrangement between the PNC Bank and University, regardless of whether such dissatisfaction is expressed verbally, in writing by electronic or other means.
- (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 cobranding with the University's name, logo, mascot, or other affiliation and is marketed principally to students at the University; 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 the PNC Financial Account.

- (e) "DoE Regulations" shall mean the Department of Education Regulations for Cash Management, as amended from time to time, (34 CFR 668 *et. seq.*).
- (f) "Financial Account" shall mean a student's checking or prepaid card account, or other consumer asset account held directly or indirectly by the PNC Bank which was opened during the Term of the Lease Agreement.
- (g) "PNC Financial Account" shall mean any Financial Account offered by PNC Bank, (which does not include credit cards).
- (h) "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.
- (i) "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 DoE Secretary.

2. Student Choice

- (a) In accordance with DoE Regulations, University has established a process that includes multiple options for students to receive direct payments for Title IV program funds. PNC Bank does not provide any Title IV payment services on behalf of the University.
- (b) For the benefit of its students and in accordance with the DoE Regulations, the University shall provide a list of the major features and fees commonly assessed with the PNC Financial Account (the "PNC List") and all other Financial Accounts.
- (c) 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.
- (d) 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. (34 C.F.R. § 668.164(d)(4)(B)(2).)

3. Customer Complaints

- (a) Customer Complaints shall generally be handled according to University policies and procedures. In the event that University has a direct relationship with or direct contact with PNC Bank's customers during the term of the Lease Agreement and the University receives a Customer Complaint about PNC Bank 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 Compliance with DoE Regulations

- (a) Student Consent. The University is required to ensure that student consent to open a PNC Financial Account has been obtained by PNC Bank prior to: (1) the University providing

any personally identifiable information about the student to PNC Bank or its agents, other than directory information under the Family Education Rights and Privacy Act, 34 CFR 99.3 (FERPA), that is disclosed pursuant to 34 CFR 99.31(a)(11) and 99.37; or (2) an access device, or any representation of an access device, is sent to the student, except that a University may send the student an access device that is a card provided to the student for University purposes, such as a student ID card, so long as the University or PNC Bank obtains the student's consent before validating the device to enable the student to access the financial account. PNC Bank complies with the applicable laws that govern the account opening process. Therefore, PNC Bank always secures the student's consent prior to opening a PNC Financial Account. PNC Bank has reviewed its account opening policy with the University and the University has concluded the student consent requirement is deemed satisfied.

- (b) Student Choice. The University shall provide the PNC List, as set forth in Section 2(b) above, to its students. In accordance with the effective date set forth in the DoE Regulations, the University shall disclose, on the University website, a copy of the Lease Agreement. In order to satisfy the requirements of this Section 4(b), University shall comply with the provisions of Section 5 herein.
- (c) Compensation and PNC Financial Account Data.
 - (i) In accordance with the effective date set forth in the DoE Regulations, the University may be required to disclose on the University website, in a manner defined by the DoE Secretary, certain information, which may include direct compensation, regarding the most recently completed Award Year under the terms of the Agreement.
 - (ii) The University may also be required to disclose certain information regarding the number of students who had PNC Financial Accounts and the amount of fees incurred, at any time during the most recently completed Award Year, by students who have PNC Financial Account(s), as a result of the Lease Agreement, ("PNC Financial Account Data"). In addition, and in accordance with the effective date set forth in the DoE Regulations, 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.
 - (iii) 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) URL. The University shall provide PNC Bank with the up-to-date URL that will be used to comply with the DoE Regulations.
- (e) ATMs. The University has determined the ATM requirements set forth by the DoE Regulations are satisfied pursuant to the ATM Lease Agreement which is an exhibit to the Agreement.
- (f) Best Interest of the Students. During the Term of the Agreement, the University will conduct reasonable due diligence reviews in a manner and frequency defined by the DoE Secretary, to ascertain whether the fees charged by PNC Bank to students who have obtained the PNC Financial Account are, considered as a whole, consistent with or below prevailing market rates, (the "Review").

- (i) 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.
- (ii) The DoE Regulations require the University have the right to terminate the Lease 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 require that the University have the right to terminate the Lease Agreement should it receive Customer Complaints from PNC Bank customers who are full or part time students of the University. The Review or results from Customer Complaints shall be, collectively or individually, deemed a reason for termination by the University ("DoE Cause for Termination").
- (iii) The University agrees that, prior to terminating the Agreement under this Section 4(f)(iii), the University shall enter into a sixty (60) day discussion period with PNC Bank (the "Discussion Period"). During said Discussion Period the University and PNC Bank 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 PNC Bank for those items deemed unsatisfactory by, or the result of, Customer Complaints.
- (iv) if the parties mutually agree the findings are inaccurate or non-conclusive, the Lease Agreement shall remain in full force and effect;
- (v) 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"). PNC Bank 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").
- (vi) If the parties cannot agree to a Plan, the University may terminate the Lease Agreement upon ninety (90) days written notice to PNC Bank. 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 PNC Bank under the Lease Agreement.

5. DoE Compliance Information

- (a) In order to comply with the DoE Regulations, the University may be required to disclose information that is deemed by PNC Bank to be proprietary and/or confidential in nature, ("DoE Compliance Information"). In order to ensure that no unintended harm is caused to either party, the University agrees that the University must always request any and all information regarding the Lease Agreement or the PNC Financial Account(s) from PNC Bank, 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 PNC Bank, which approval shall not be unreasonably withheld.

(c) PNC Bank 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 PNC Bank, the PNC Financial Account, and any other information related thereto.

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

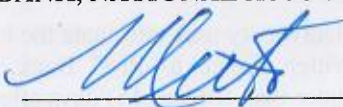
IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Department of Education Cash Management Compliance Agreement on its behalf, as of the Effective Date.

SALISBURY UNIVERSITY

By: 
Marvin L. Pyles
Vice President, Administration and Finance

Date: 3/20/18

PNC BANK, NATIONAL ASSOCIATION

By: 
Nickolas Certo
Senior Vice President, University Banking

Date: 3-26-18