

UNIVERSITY BANKING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is effective as of the 1st day of January, 2012, (“Effective Date”), and by and between DePauw University, an institution of higher education organized and operated under the laws of the State of Indiana, having offices 313 South Locust Street, Greencastle, Indiana 46135, (“University”) and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 (“PNC Bank”).

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

1. DEFINITIONS

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

(a) “Account” shall mean any new University-affiliated student, faculty, or staff personal checking account, including by way of example only and not in limitation of the foregoing, free student checking and Student Virtual Wallet sm, and free WorkPlace checking, with PNC Bank that is opened under the Program.

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

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

(d) “Constituents” shall mean University’s students, faculty, and staff collectively.

(e) “Financial Services” shall mean the following financial services to be offered by PNC Bank to Constituents hereunder as part of the Program: presenting financial seminars; opening new Accounts, which shall include the option of a co-branded debit card with functionality for point-of-sale debit and ATM transactions, but shall in no event include solicitation of credit cards or student loans. The ATM (s) shall be provided pursuant to a separate Master License Agreement, Exhibit A, which is attached hereto and incorporated herein by this reference.

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

(g) "Mailing Lists" shall mean a list of the University, faculty and staff names and current mailing addresses. This list shall be used by the University to mail PNC Bank's Program material. The Mailing List shall not be provided to PNC Bank.

(h) "New Student List" shall mean an annual list of newly enrolled incoming students at the University. This list shall be used by the University to mail PNC Bank's Program materials. The New Student List shall not be provided to PNC Bank.

(i) "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.

(j) "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.

(k) "Program" shall mean the Financial Services and other services offered by PNC Bank to Constituents hereunder.

(l) "Program Goals" 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.

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

(n) "Student-List" shall mean a list of currently enrolled undergraduate students at the University. This list shall be used by the University to mail or e-mail PNC Bank's Program material. The Student List shall not be provided to PNC Bank.

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

2. TERM

This Agreement shall commence on the Effective Date and shall terminate on December 31, 2016, ("Initial Term"), unless sooner terminated as otherwise provided. Upon mutual written agreement of the parties, this Agreement shall renew for a successive term of five (5) years (a "Renewal Term"), provided that the parties mutually establish new Program Goals and Royalty Payments at least one-hundred and eighty (180) days in advance of the expiration of the Initial Term. The Initial Term and the Renewal Term may be referred to herein as a "Term".

3. ROYALTY, PAYMENT TERMS

(a) Each January of the Term, beginning with January 1, 2013, the parties shall conduct an University Banking Services Agreement (FINAL)
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annual review of the performance of the applicable year of the Program, with Program Goals stated for new student accounts for each of the first five years of the Term and Program Goals stated for faculty and staff accounts for each of the first five years of the Term. In the event the parties agree to a Renewal Term then, no later than one hundred eighty (180) days prior to the effective date of such Renewal Term, the parties shall negotiate in good faith to establish the new Program Goals and Royalty payments.

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

	2012	2013	2014	2015	2016
Student -New Checking Accounts	395	450	450	430	430
Faculty & Staff -New Checking Accounts	10	10	10	10	10
Program Goal Total	405	460	460	440	440

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

<u>Year</u>	<u>Amount</u>
2012	\$7,000
2013	\$8,000
2014	\$9,000
2015	\$10,000
2016	\$11,000

(i) PNC Bank shall also pay University a one-time guaranteed signing bonus in the amount of fifteen (15) thousand dollars (\$15,000). The guaranteed signing bonus shall be paid not later than thirty (30) days after the Agreement is fully executed.

The maximum possible bonus and Royalty payments under this Agreement for the full five (5) year Term is:

TOTAL \$60,000

(ii) If the University terminates the Agreement, prior to December 31, 2016,

for any reason other than allowed under Sections 17(a) and 17(b) of this Agreement, the University will not be entitled to the Royalty designated for the calendar year in which the Agreement is terminated.

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

(d) Notwithstanding paragraph (b), in the event that University does not attain the Program Goal Total for any calendar year as specified in paragraph (a) above, PNC Bank will pay to University for any such calendar year a minimum guaranteed Royalty equal to the greater of (i) an amount equal to the Royalty stated in paragraph (b) above for the applicable calendar year multiplied by a fraction, the numerator of which is the number of new Accounts for the calendar year and the denominator of which is the Program Goal Total for that calendar year; or (ii) an amount equal to fifty percent (50%) of the Royalty stated in paragraph (b) for the applicable calendar year.

(e) As of the anniversary of the Effective Date for any calendar year in which a minimum of eighty percent (80%) of the Faculty/Staff goals have been met, and the Program Goal Total is exceeded, the Royalty will be increased for such calendar year using the percentage formula set forth below.

Exceeds Program Goals	Additional Royalty
1- 4.99%	0%
5-5.99%	10%
6%	11%
7%	12%
8%	13%
9%	14%
10%	15%
11%	16%
12%	17%
13%	18%
14%	19%
15% or greater	20% Maximum

(f) Annual Royalties will be paid not later than the last day of February of the year following the calendar year to which the payment relates.

Year	Due Date
2012	February 2013 for 2012
2013	February 2014 for 2013
2014	February 2015 for 2014
2015	February 2016 for 2015
2016	February 2017 for 2016

(g) Failure to meet the goals 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 Goal Total is met.

(h) The 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.

(i) The University shall repay to PNC Bank a certain percentage of the signing bonus, described in Section 3(b)(i), should the University terminate the Agreement prior to December 31, 2016. The percentage paid by the University shall be in accordance with the chart below set forth below.

Year Agreement Terminated	Signing Bonus Repayment Percentage
2012	100%
2013	100%
2014	50%
2015	33%
2016	0%

(j) New Program Goals and Royalty Payments shall be established and included in the final written agreement entered into by the parties for the Renewal Term.

4. PRODUCTS AND SERVICES

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

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

5. PNC BANK'S EMPLOYEES

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

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

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

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

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

6. COMMITMENTS OF UNIVERSITY

University shall, during the Term of this Agreement:

(a) Support the Program as follows:

(i) Promote the availability of the Program to its students, faculty and staff as mutually agreed with PNC Bank and University including publicizing PNC Bank's status as a Preferred Provider;

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

(iii) Provide a University officer as a signatory to a letter of introduction to Constituents authored by PNC Bank which names PNC Bank as the University's Preferred

Provider and which explains the Program, which letter shall be subject to University's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed;

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

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

(b) Make available the following marketing rights for the Program:

Students:

- Mailing, at PNC Bank's expense, to the Student List at the beginning of the first school year of this Agreement
- Permitting on-campus tabling by PNC Bank at University events such as freshmen orientations, student fairs, etc.
- Annual direct mailings, at PNC Bank's expense, to the University or home addresses of incoming students on the New Student List
- Permitting semi-annual mailings by PNC Bank to upperclassmen at their campus addresses, at the beginning of each semester
- Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank
- Permitting the distribution by PNC Bank of Program communications (which Program communications bearing University Marks shall be approved in writing in advance by University, and such approval shall not be unreasonably withheld, conditioned or delayed)
- Providing PNC Bank preferred access to common areas, as approved by the University, for tabling events throughout the year
- Permitting from time to time on-campus financial seminars pre-approved by University and endorsing the establishment of agreed upon on campus financial seminars that are pre approved by University.
- Mentioning of PNC Bank as a Preferred Provider and the Program from time to time in agreed upon University publications and mailings
- Endorsing agreed upon student events to be sponsored by PNC Bank
- Providing a web link from University's key student web areas on the University's web site to a customized site at www.pncbank.com/DePauw and www.pncbank.com/DePauw/apply (on line application)
- Permitting the use of intra-campus mail from time to time for the distribution by PNC Bank of mutually agreed upon Program communications approved bearing University Marks in writing in advance by University (which approval shall not be unreasonably withheld, conditioned or delayed)

Faculty/Staff:

- Permitting the presence and distribution of materials by PNC Bank at new hire Orientations
- Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank
- Permitting on-campus tabling by PNC Bank at University events including but not limited to benefit-related fairs, direct deposit fairs, etc.
- Permitting on-campus tabling by Old National Bank, Teacher's Credit Union, and First Financial Bank once annually on Student Move-in Day
- Facilitating semi-annual mailings by PNC Bank to faculty and staff
- Endorsing PNC Bank's presenting agreed upon on-campus financial seminars from time to time with individual University departments
- Mentioning of PNC Bank as a Preferred Provider and the Program from time to time in agreed upon University publications and mailings
- Permitting the use of intra-campus mail from time to time for distribution by PNC Bank of mutually agreed upon Program communications approved in writing in advance by University, which approval shall not be unreasonably withheld, conditioned or delayed
- Permitting the distribution by PNC Bank of Program materials at new hire orientation programs
- Advertising by PNC Bank in University publications and mailings at agreed-upon fees
- Providing a Web link from University's Human Resources web site and other key areas on the University's web site to a customized site at www.pncbank.com/wpb/Depauw

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

(d) Grant PNC Bank ATM deployment privileges on campus for a minimum of one (1) ATM as of the Effective Date, (and the associated grant of ATM privileges with respect these ATMs) which 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. PNC Bank may, at its option, install one (1) additional ATM, as it determines necessary. Notwithstanding the foregoing, it is expressly understood and agreed by the parties that, as of the Effective Date, one (1) ATM is owned and maintained by a vendor other than PNC Bank (the "Credit Union ATM") exist on the University campus as set forth on Exhibit D and will remain in its present location at the University's sole option, during the Term of the Agreement. At such time as the ATM agreement applicable to the Credit Union ATM is to be renewed or terminated, University shall extend to PNC a thirty (30) day right to first refusal to provide an additional ATM. Should PNC Bank choose not provide the additional ATM University seek such services from another financial provider.

(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 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 or only to ATMs located on the University's campus; and

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

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) Market the Program by, among other things:
 - At times mutually agreed between the parties, providing materials for the mailing of PNC Bank's advertising and promotional information to Constituents;
 - Marketing the Program to Constituents as mutually agreeable during the Term, in accordance with Section 6 above;
 - At its sole cost and expense, designing and creating all marketing materials, as described above. Subject to the prior written approval of University which shall not be unreasonably withheld, conditioned or delayed;
 - Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa check card which will allow point of sale and ATM transactions everywhere the Visa[®] logo is displayed;
 - Co-branding the debit card issued to Constituents who open an Account pursuant to the Program;
 - At PNC Bank's sole cost and expense, marketing to Constituents through mailings, advertisements in University publications, tabling at new student orientation and similar events;
 - Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;

- Providing University with a monthly (quarterly) report of new Accounts opened and card transaction activity on an anonymous basis.
- (c) Use PNC Bank’s reasonable commercial efforts to identify Account applications as Constituents at the time of Account opening and record such Accounts as part of the Program.

8. JOINT OBLIGATIONS

- (a) The parties agree that they shall:
- (i) Issue a press release, jointly approved, upon execution of this Agreement;
 - (ii) Conduct, in good faith, an annual review of the success of the Program in accordance with Section 3; reviews shall be quarterly throughout the Term of this Agreement;
 - (iii) Execute each agreement that constitutes an Exhibit hereto and which shall be incorporated herein
 - (iv) PNC Bank will issue the Visa® Check Card upon request by a PNC Bank Accountholder.
- (b) Engage in good faith discussions resulting in the design and issuance of a co-branded Visa Check Card. However, the parties agree that the University’s option to implement the co-branded Visa Check Card shall extend through December 31, 2013. Each party will assume responsibility for its own cost to invest in the exploration of this initiative with employee time, information gathering and data development.
- (i) PNC Bank shall have the exclusive right to issue the co-branded Visa Check Card. PNC Bank will issue the VISA Check Card upon request by a PNC Bank Accountholder.

9. INSURANCE

- (a) During the Term, PNC Bank shall maintain at its own expense full and adequate insurance with insurance carriers licensed to do business in the State of Indiana, 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
\$ 500,000 Fire Damage (any one fire)
\$ 5,000 Medical Expense (any one person)

(ISO GCL 1998 Form or equivalent required)

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

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

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

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

EMPLOYER'S LIABILITY

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

COMPREHENSIVE CRIME

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

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

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

10. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

(i) PNC Bank is a national banking association organized, validly existing and in good standing under the laws of the United States, and is FDIC insured, and has the requisite corporate power and authority to enter into this Agreement;

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

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

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

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

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

11. LOCATIONS/SIGNS

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

12. ADVERTISING, PROMOTION AND RELATED ACTIVITIES

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

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

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

13. INDEMNIFICATION

(a) Indemnification by University. University shall indemnify, defend and hold harmless PNC Bank, its Affiliates and their respective officers, directors, employees, and agents from and against all loss, cost, damage, liability, claim, expense (including reasonable legal fees and expenses), judgment and fine of any nature whatsoever (collectively "Losses") arising directly or indirectly, out of or relating to the following:

(i) Breach of any representation, warranty or obligation under this Agreement by University, or any of its officers, directors, employees or agents;

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

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

(b) Indemnification by PNC Bank. PNC Bank shall indemnify, defend and hold harmless University, its officers, directors, employees, and agents from and against all Losses arising directly or indirectly, out of or relating to the following:

(i) Breach of any representation, warranty or obligation under this Agreement by PNC Bank, or any of its officers, directors, employees or agents;

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

(iii) Gross negligence or willful misconduct of PNC Bank or its officers,

directors, employees, agents or subcontractors, in connection with its duties or obligations under the terms of this Agreement, except to the extent such Losses result from the negligence, gross negligence or willful misconduct of University.

(c) Indemnification Procedures for Third Party Claims. In any case where the person seeking indemnification under this Agreement (herein referred to as the “Indemnified Party”) seeks indemnification for a third party claim, suit or proceeding (herein referred to as a “Third Party Claim”), such indemnification will be conditioned on such Indemnified Party’s compliance with the following procedures:

(i) The Indemnified Party will give prompt written notice to the person from whom indemnification is sought (herein referred to as the “Indemnifying Party”) of each claim for indemnification under this Agreement, specifying the amount and nature of the claim (herein referred to as a “Notice of Claim”), (unless the failure to provide such Notice of Claim does not prejudice the interests of the Indemnifying Party), and the Indemnifying Party has not contested in writing the Indemnified Party’s right to indemnification as set forth below, the Indemnifying Party. The Indemnifying Party, at its own expense and using counsel of its own choosing, will promptly defend, contest and otherwise protect against any such claim, suit or proceeding. Both parties to this Agreement understand and agree that, in the event the Indemnifying Party contests in writing, in accordance with the notice provisions of paragraph 25, herein, the Indemnified Party’s right to indemnification, the actual indemnification may be delayed until the rights of the parties are resolved.

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

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

(iv) If the Indemnifying Party fails to timely defend, contest, or otherwise protect against any such claim, suit, or proceeding, and fails to contest in writing the Indemnified Party’s right to indemnification, the Indemnified Party may, but will not be obligated to, defend,

contest or otherwise protect against the same, and make any compromise or settlement thereof and recover the entire costs thereof from the Indemnifying Party, including reasonable fees and disbursements of counsel and all amounts paid as a result of such claim, suit or proceeding and the compromise or settlement thereof.

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

14. LIMITATION OF LIABILITY

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

15. TAXES

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

16. ASSIGNMENT/BINDING EFFECT

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

17. TERMINATION

(a) If a party breaches any material covenant in this Agreement and fails to remedy

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

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

(c) After December 31, 2013 either party may terminate this Agreement without cause by providing ninety (90) days advance written notice to the other of its intent to terminate this Agreement prior to the expiration of the then current Term.

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

(b) Notwithstanding the foregoing, either party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court of administrative subpoena, order or other such legal or administrative process or requirement of

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

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

19. ENTIRE AGREEMENT

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

20. AMENDMENT

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

21. FORCE MAJEURE

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

22. HEADINGS

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

23. SEVERABILITY

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

24. GOVERNING LAW/JURISDICTION

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

25. NOTICES

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

If to University then to:

DePauw University
313 S. Locust Street
Greencastle, IN 46135
ATT: Brad A. Kelsheimer, VP for Finance

With a copy to:

Office of the Finance and Administration

If to PNC Bank, then to:

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

With a copy to:

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

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

26. RELATIONSHIP

Nothing in this Agreement is intended to nor does it create the relationship of employer and employee, principal and agent, partners or joint venturers between University and PNC Bank.

27. WAIVER

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

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

PNC Bank, National Association
(“PNC Bank”)

By: 

Name: Nicholas P. Certo

Title: Sr Vice President

Date: 12-13-11

DePauw University
(“University”)

By: 

Name: BRAD A. KELSHEIMER

Title: V.P. FINANCE + ADMINISTRATIVE

Date: 12/14/11

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
UNIVERSITY MARKS

EXHIBIT C
PNC MARKS

EXHIBIT D
CREDIT UNION ATM

EXHIBIT E
WEBLINKING AGREEMENT

EXHIBIT A
MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT (“ATM Agreement”) is effective as of the 1st day of January, 2012 and is entered into by and between DePauw University, an institution of higher education organized and operated under the laws of the State of Indiana, (“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 ATM(s)

The ATM(s) 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 ATM(s), 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. **ATM(s)**

PNC shall install one (1) ATM under this Agreement. The ATM will be an advanced function ATM that accept deposits, perform cash withdrawals, transfers and balance inquiries. PNC may at its option install a second ATM if necessary. If installed, this ATM would be a cash dispensing ATM that performs cash withdrawals and balance inquiries. The ATM(s) will have the ability to be upgraded to provide additional capabilities as the parties may mutually agree from time to time

5. **Installations**

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

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

(ii) such related machinery and equipment, including telecommunications equipment, alarm systems and signs, 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 ATM(s) to the dominant regional ATM network (the "Installations").

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

(i) at the locations mutually agreed upon;

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

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

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

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

(c) Signs may be installed only upon the mutual agreement of the parties. If the parties mutually agree to install signs, PNC Bank and University shall determine each of their obligations to pay the cost of the signs and costs of sign installation, maintenance and removal.

6. Title

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

7. Operation, Servicing, Maintenance and Repair

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. University shall permit free access to the ATMs and related Equipment and Installations for all of the foregoing purposes during all normal operating hours of the business at the Locations. PNC Bank shall require all of its employees, agents and independent contractors who perform any of the aforesaid tasks at the Locations to (a) carry and present identification upon University's request, and (b) cause as little disruption as possible to University's business. PNC Bank shall bear the expense of such operation, servicing, maintenance and repair.

University will:

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

- (b) keep the 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 as are in effect on the date of this ATM Agreement;
- (c) pay all costs and expenses for ownership, operation, maintenance and repair of the Locations and business (including real estate taxes and utilities) not expressly made payable by PNC Bank herein;
- (d) Maintain the Locations 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 the requirements of the Americans with Disabilities Act in ensuring that the ATMs are readily useable by disabled persons; (ii) remain technologically current and that PNC Bank's product offerings will reflect advances in the industry; and (iii) will be upgraded to permit the display of on-screen messages which have been previously approved by University; and

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

9. Certain Rights of the Parties

(a) PNC Bank reserves the right to impose a surcharge on users of its ATMs that

are subject to this ATM Agreement.

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

10. Performance; Warranty

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

11. Security

- (a) University shall maintain security at the Locations in accordance with the standards for security generally at University's facilities; University shall not be required to post a security guard for any ATM hereunder. Except as otherwise provided herein, all costs and expenses incurred in connection with such security measures shall be borne by University.
- (b) University shall notify PNC Bank of any damage to the Locations which adversely affects the operation or security of the ATMs, and University agrees to make, at its expense, such repairs to the Locations, as shall be necessary to correct such adverse effects.
- (c) In the event of fire, casualty, riot or other emergency, University shall use reasonable efforts to protect the security of any affected ATM. Once PNC Bank deems the affected ATM machine secured, whether by relocation (which shall be by PNC Bank) or otherwise (for example, but not in limitation of the foregoing, by removal), University's security obligations hereunder shall again be governed by subsections (a) and (b) of this Section 11. The parties agree that in the event of the emergency circumstances enumerated in this subsection 11 (c) time is of the essence and University and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

12. Insurance; Indemnity and Loss

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

certification from University's state of incorporation. PNC Bank shall be responsible for maintaining or causing to be maintained, at its expense, such fire, casualty, theft, and public liability insurance of and with respect to the ATMs and related Equipment and Installations as PNC Bank considers appropriate.

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

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

13. Term and Termination

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

14. General

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

If to PNC Bank:

PNC Bank, National Association
Self Service Banking
1600 Market Street, 9th Floor

Philadelphia, PA 19103
ATTN: James Walker
Telephone: 215-585-5134

With a copy to:

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

If to University, then to:

DePauw University
313 S. Locust Street
Greencastle, IN 46135
ATT: Brad A. Kelsheimer, VP for Finance & Administration

With a copy to:

Office of Finance and Administration

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.

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

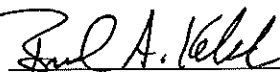
PNC Bank, National Association
("PNC Bank")

By: 

Title: Senior Vice President

Date: 12-13-11

DePauw University
("University")

By: 

Title: V.P. Finance & Administration

Date: 12/24/11

**SCHEDULE A
TO "EXHIBIT A"
Prototype: Not To Be Completed by University**

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

1. Location for Installation of an ATM:

2. University's Interest in Location:

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

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

5. Other:

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

University: _____

PNC Bank: _____

SCHEDULE A-1
LICENSE AGREEMENT

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

1. Location for Installation of an ATM:

Memorial Student Union Building

2. University's Interest in Location:

Owner

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

DePauw University

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

Copiers (Indiana Business Equipment) and mail room equipment (Neopost)

5. Other:

Not Applicable

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 January 1, 2012 between PNC Bank and University.

University: 

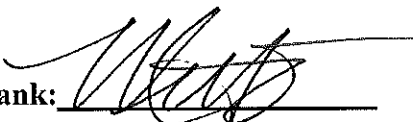
PNC Bank: 

EXHIBIT B

UNIVERSITY MARKS

The University marks, logos and other graphics will be provided separately to PNC Bank.

EXHIBIT C

PNC MARKS

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



® (Powerlink Logo)

PNC Bank

PNC Advisors

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

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

EXHIBIT D

CREDIT UNION ATM

The Credit Union ATM will remain in its present location within Memorial Student Union Building upon execution of this Agreement.

If during the term of this Agreement the University determines the Credit Union ATM should be relocated, PNC will be consulted prior to redeployment.

EXHIBIT E

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this "Web Agreement") is entered into by and between DePauw University, an institution of higher education organized and operated under the laws of the State of Indiana, ("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.

(b) Subject to the provisions of Section 8(g) of the Agreement, University grants to PNC Bank a limited, nonexclusive and nontransferable license to use University's Marks as set forth on the attached Schedule B, for the sole and limited purpose of providing a Hyperlink between University Website and PNC Bank Website. PNC Bank agrees that it will comply with all of the requirements and restrictions set forth on Schedule B to this Exhibit E.

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.

[Remainder of page intentionally left blank]

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

DEPAUW UNIVERSITY
("University")

By: Brad A. Kelsheimer

Name: BRAD A. KELSHEIMER

Title: V.P. FINANCE & ADMINISTRATION

PNC BANK, NATIONAL ASSOCIATION
("PNC Bank")

By: Nickolas Certo

Name: Nickolas Certo

Title: Senior Vice President

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

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



® (Powerlink Logo)

PNC Bank

PNC Advisors

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

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

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

The University marks, logos and other graphics will be provided separately to PNC Bank.