UNIVERSITY BANKING SERVICES AGREEMENT

THIS UNIVERSITY BANKING SERVICES AGREEMENT ("Agreement") is effective as of the 1st day of October, 2016, ("Effective Date"), and entered into by and between Palm Beach State College, an institution of higher education organized and operated under the laws of the State of Florida, having offices at 4200 Congress Avenue, MS# 11.5, Lake Worth, Florida 33461 ("College") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank").

WHEREAS, the College wants PNC Bank to offer its Program on the College's campus.

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

1. DEFINITIONS

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

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

(b) "Affiliate" shall mean, with respect to either party hereto, any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with PNC Bank or College; "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 College’s students, faculty, and staff collectively.

(e) "Financial Services" shall mean the financial services to be offered by PNC Bank to Constituents hereunder as part of the Program: presenting financial seminars; opening new Accounts, but shall in no event include solicitation of credit cards. The ATMs 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) "New Student List" shall mean an annual list of newly enrolled incoming first-year students at the College who have not opted-out of disclosure of their directory information pursuant to the College’s FERPA policy. This list shall be used by the College to mail PNC Bank’s Program materials in advance of the new student moving onto campus. The New Student List shall not be provided to PNC Bank, unless otherwise agreed to by the parties by amending this Agreement.

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

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

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

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

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

(m) "Student-List” shall mean a list of currently enrolled undergraduate and graduate students at the College. This list shall be used by the College, at the beginning of the first year of this Agreement, to mail PNC Bank’s Program material. The Student List shall not be provided to PNC Bank, unless otherwise agreed to by the parties by amending this Agreement, and in such event, the Student-List shall only include those undergraduate and graduate students who have not opted-out of disclosure of their directory information pursuant to the College’s FERPA policy.

(n) [Intentionally Omitted]

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

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

2. TERM

This Agreement shall commence on the Effective Date and shall terminate on September 30, 2019 ("Initial Term"). The term hereof shall be automatically extended for one (1) additional
two (2) year term (a “Renewal Term”) unless the Agreement is earlier terminated in accordance with Section 17 below. The Initial Term and the Renewal Term may be referred to herein as a “Term”.

3. ROYALTY, PAYMENT TERMS

(a) Each October of the Term, beginning with October 1, 2017, the parties shall conduct an annual review of the performance of the applicable year of the Program. In the event the parties agree to extend the Term, the program expectations and royalty shall be negotiated by the parties in good faith.

Account numbers are based on an September to August fiscal year. Program Thresholds may be adjusted by mutual consent.

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student-New Checking Accounts</td>
<td>700</td>
<td>700</td>
<td>700</td>
</tr>
<tr>
<td>Faculty &amp; Staff - New Checking Accounts</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Program Expectations Total</td>
<td>720</td>
<td>720</td>
<td>720</td>
</tr>
</tbody>
</table>

(b) In exchange for the consideration provided under this Agreement PNC Bank will pay to College an annual license fee (“Royalty”) calculated in accordance with this paragraph. In the event that College attains the Program Thresholds for a fiscal year PNC Bank will pay to College the following Royalty:

(i) PNC Bank shall pay College Twenty Five Dollars ($25.00) for each new account opened during the Term.

(ii) PNC Bank shall pay a minimum of Five Thousand Dollars ($5,000.00) Royalty to the College during each year of the Term.

<table>
<thead>
<tr>
<th>Year</th>
<th>Minimum Amount</th>
</tr>
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<tbody>
<tr>
<td>2017</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>2018</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>2019</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

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

(d) The Annual Royalty will be paid no later than the first day of October of the year following the calendar year to which the payment relates.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>October 1, 2017 for 2016</td>
</tr>
<tr>
<td>2017</td>
<td>October 1, 2018 for 2017</td>
</tr>
<tr>
<td>2018</td>
<td>October 1, 2019 for 2018</td>
</tr>
</tbody>
</table>

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

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

(i) if any federal or state law is enacted, or regulation promulgated by a federal or state agency with supervisory or enforcement authority over College or PNC Bank, (“New Law”), and

(ii) the New Law makes it impossible, impracticable or unduly burdensome for (a) PNC Bank to deliver the Financial Services under the Program, or (b) the College to satisfy its obligations under the Agreement, then

(iii) either party shall promptly notify the other party in writing no later than thirty (30) days after learning of the pending implementation or passage of the New Law, then

(iv) the parties shall meet as soon as practicable to discuss in good faith the continued viability of the Agreement as intended by the parties, and work together on mutually agreeable modifications to the Agreement to achieve the parties’ mutual objectives consistent with such new law, and

(v) within sixty (60) days from the date of the notice or the effective date of New Law, whichever is sooner, if the parties are unable to come to agreement per (iv) then the Agreement will be terminated in accordance with Section 17(d) of this Agreement.

(vi) For each partial or total calendar year after the effective date of the New Law, but prior to the termination of the Agreement, PNC shall be excused from making to the College, any Royalty payment or additional Royalty payment under Section 3(b), if the making of such payment is illegal or otherwise prohibited by any such New Law.
(vii) If the Agreement is terminated a final Royalty payment shall be made to the College within sixty (60) days, calculated as the applicable annual target Royalty payment multiplied by expected volume percentage as of the month of termination as shown in the table below.

<table>
<thead>
<tr>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>40</td>
<td>48</td>
<td>56</td>
<td>64</td>
<td>72</td>
<td>80</td>
<td>88</td>
<td>100</td>
<td>8</td>
<td>16</td>
<td>24</td>
</tr>
</tbody>
</table>

Example: a contract which calculates Royalties on a calendar year basis is terminated in May. The final Royalty payment would be calculated as target Royalty x 64%.

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

4. PRODUCTS AND SERVICES

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

(b) The Program is designed to attract Constituents that do not have an Account with PNC Bank, and does not include the solicitation of credit cards or student loans. PNC Bank shall actively advertise and promote the Program as authorized, by law, on the College campus, via approved College mediums and using approved College Marks. The Program shall include: presenting financial seminars to students and employees. ATMs shall be provided pursuant to a separate Master License Agreement, Exhibit A, which is attached hereto and incorporated herein by this reference.

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

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

(c) 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 College’s requirements for the services to be performed.


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

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

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

2. No sexually oriented e-mails will be sent by either party under this Agreement.
3. The parties will agree, prior to the distribution of materials which entity shall be considered the Sender.
4. The Sender will be responsible for all claims or losses resulting from any email communication(s) that violate CAN-SPAM.

5. PNC BANK’S EMPLOYEES

   (a) PNC Bank and College 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 College and PNC Bank.

   (b) College 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.

(e) 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 College, PNC Bank agrees that its employees, contractors and agents shall observe such reasonable rules and regulations as College 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 COLLEGE

College shall, during the Term of this Agreement:

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

(i) Promote the availability of the Program to its students, faculty and staff as mutually agreed with PNC Bank.

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

(iii) Provide a College officer as a signatory to a letter of introduction to Constituents authored by PNC Bank which names PNC Bank as the College’s Preferred Provider and which explains the Program, which letter shall be subject to College’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 College’s vendors; and

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

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

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Students:

1. Mailing, at PNC Bank’s expense, to the Student List at the beginning of the first school year of this Agreement
2. Permitting on-campus access, at no cost to PNC Bank, including tabling by PNC Bank at mutually agreed upon College events such as freshmen orientations, student fairs, etc.
3. Permitting the conduct by PNC Bank of direct mailings to the College or home addresses to the New Student List.
4. Permitting semi-annual mailings by PNC Bank to the Student List.
5. Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are: (i) in compliance with applicable laws; (ii) are limited to locations designated by the College for such activities; and (iii) are scheduled through the normal College process for reserving space.
6. Permitting the distribution by PNC Bank of Program communications, via distributions methods approved by the College, (which Program communications bearing College Marks shall be approved in writing in advance by College, and such approval shall not be unreasonably withheld, conditioned or delayed).
7. Providing PNC Bank preferred access to common areas, at no cost to PNC Bank, for mutually-agreed upon tabling events throughout the year.
8. Permitting from time to time on-campus financial seminars at mutually agreed upon venues, pre-approved by College and at no cost to PNC Bank.
9. Mentioning of PNC Bank and the Program from time to time in agreed upon College publications and mailings.
10. Supporting agreed-upon student events to be sponsored by PNC Bank
11. Providing a web link from College’s key student web areas on the College’s web site to a customized site at:
12. 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 College Marks in writing in advance by College (which approval shall not be unreasonably withheld, conditioned or delayed)

Faculty/Staff:

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

(c) With the College's prior approval, which shall not be unreasonably withheld, conditioned or delayed, permit PNC Bank to use College's name and the College 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) Notwithstanding anything to the contrary contained in this Agreement, College'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 College’s policies and procedures.

7. COMMITMENTS OF PNC BANK:

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

(a) Offer the Program to Constituents;

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

- 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 College which shall not be unreasonably withheld, conditioned or delayed;
• Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa® Debit Card which will allow point of sale and ATM transactions everywhere the Visa® logo is displayed;

• At PNC Bank’s sole cost and expense, marketing to Constituents through mailings, advertisements in College publications, tabling at new student orientation and similar events;

• Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;

• Providing College with a quarterly report of new Accounts opened and card transaction activity with de-identified, aggregated data; and

• Collaborate with the College to develop educational programs geared towards developing student financial awareness and responsibility.

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

8. **JOINT OBLIGATIONS**

(a) The parties agree that they shall:

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

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

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

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

9. **INSURANCE**

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

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

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

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

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

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

EMPLOYER’S LIABILITY

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

COMPREHENSIVE CRIME

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

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

(b) College 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 College considers appropriate in an amount not less than $1,000,000.00.

10. REPRESENTATIONS AND WARRANTIES

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

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

   (ii) The execution, delivery and performance of this Agreement by College is within College’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 College;

   (iii) This Agreement constitutes a legal, valid and binding obligation of College, 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 College of this Agreement;

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

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

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

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

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

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

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

(v) No information, schedule, exhibit, financial information furnished or to be furnished by PNC Bank to College 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

College shall permit PNC Bank to place signs advertising the Program in locations on College’s campus that are mutually acceptable to both parties. PNC Bank must have College’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.

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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 College as its client in the ordinary course of its banking business. Notwithstanding the foregoing, College 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 College.

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

(c) In addition to the provisions of Section 6, College shall provide PNC Bank access to such College 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, College 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 College. College 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 College, or any of its officers, directors, employees or agents;

(ii) Violation by College, 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 Gross negligence or willful misconduct of College 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 College, 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 College.

(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”). Provided that such Notice of Claim is given (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, 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. If within a reasonable time period following the receipt of a Notice of Claim, the Indemnifying Party contests in writing the Indemnified Party’s right to indemnification with respect to the Third Party Claim described in the Notice of Claim, the Indemnified Party will defend against and contest such Third Party Claim.

(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

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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

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

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

16. **ASSIGNMENT/BINDING EFFECT**

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

17. **TERMINATION**

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

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

(c) A party may elect not to renew this Agreement at the end of the Initial Term or first Renewal Term, as applicable, by providing written notice of non-renewal to the other party at least ninety (90) calendar days prior to the expiration of the Initial Term or Renewal Term, as applicable, and, in such case, this Agreement shall be terminated as of the end of the Initial Term or first Renewal Term, as applicable.

(d) Upon ninety (90) days prior written notice to the other party, either party may terminate this Agreement in the event that (i) any federal or state law is enacted, or any regulation is promulgated by a federal or state agency with supervisory or enforcement authority over College or PNC Bank, and (ii) such law or regulation makes it impossible, or impracticable for the terminating party to continue to perform its obligations under the Agreement. In any such notice of termination, the terminating party shall provide to the non-terminating party a description reasonably describing the basis for termination pursuant to subsections (i) and (ii) hereof. Upon the issuance of a notice of termination the parties shall promptly meet and make reasonable efforts
to amend this Agreement. If no mutually acceptable alternative arrangement can be found then this Agreement and all related agreements shall be terminated, (i.e., ATM Master License).

(e) In addition, the College may terminate the Agreement in accordance with the termination provisions set forth in Exhibit F, Department of Education Cash Management Compliance Agreement.

18. CONFIDENTIALITY

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

(b) Notwithstanding the foregoing, either party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court of administrative subpoena, order or other such legal or administrative process or requirement of law, including the Florida Statute 119.01, or in defense of any claims or causes of action asserted by the disclosing party; provided, however, that prior to disclosing the Confidential Information, the disclosing party shall (i) first notify the other party of such request or requirement, or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, (ii) attempt to obtain the consent of the non-disclosing party to the disclosure of the Confidential Information, and (iii) in the event consent to disclosure is not given by the non-disclosing party prior to the disclosing party’s time for production, the disclosing party agrees that the non-disclosing party shall have the right to pursue a motion to quash or other similar procedural step in order to try to prevent the
production or publication of the specific Confidential Information. Notwithstanding anything herein to the contrary, nothing herein is intended to require, nor shall it be deemed or construed to require, either party to fail to comply, on a timely basis, with a subpoena, court or administrative order or other process, or requirement.

(c) It is understood and agreed that the obligation to protect Confidential Information shall be satisfied if the parties utilize the same control (but no more than commercially reasonable controls) as it employs to avoid disclosure of its own confidential and valuable information and the parties shall have appropriate policies and procedures to (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 severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or suppliers.

22. HEADINGS

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

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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 Commonwealth of Pennsylvania 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 College then to:

Palm Beach State College  
4200 Congress Avenue, MS# 11.5  
Lake Worth, Florida 33461

With a copy to:

Palm Beach State College  
Office of the General Counsel  
4200 Congress Avenue, MS#40  
Lake Worth, Florida 33461

If to PNC Bank, then to:

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

With a copy to:

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

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

26. RELATIONSHIP

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

27. WAIVER

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

28. REMEDIES

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

29. COUNTERPARTS

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

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

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

By: __________________________
Name: Nickolas Certo
Title: Senior Vice President
Date: 4/22/17

**Palm Beach State College**
(“College”)

By: __________________________
Name: James Duffie
Title: Controller
Date: 4/18/17
LIST OF EXHIBITS

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
INTENTIONALLY OMITTED

EXHIBIT C
PNC BANK MARKS

EXHIBIT D
COLLEGE MARKS

EXHIBIT E
INTENTIONALLY OMITTED

EXHIBIT F
DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

[Remainder of page intentionally left blank]
EXHIBIT A
MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("ATM Agreement") is effective as of the 1st day of October 2016 and is entered into by and between Palm Beach State College, an institution of higher education organized and operated under the laws of the State of Florida, having offices located at 4200 Congress Avenue, Lake Worth, Florida 33461 ("College"), 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 College Banking Services Agreement of even date herewith between College 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 College shall from time to time enter into licenses, each such license to be in the form which is attached hereto as SCHEDULE A which is a supplement to this ATM Agreement and which, when executed shall constitute a License ("License"), to cover such ATM(s) and to contain such special provisions respecting terms, covenants, conditions and provisions as PNC Bank and College may agree.

2. Grant of License

College hereby grants to PNC Bank, or its affiliate, the exclusive 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 Location(s)") set forth in the Licenses.

3. Location of ATM(s)

The ATM(s) shall be located within or about the Location(s) as mutually agreed upon by the parties. The initial Location(s) will be as indicated in the License. The ATM(s), together with related Equipment and Installation(s), 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 Installation(s). 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 College 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 four (4) ATMs under this Agreement. The ATMs will be cash dispensing ATMs that perform cash withdrawals and balance inquiries. The ATMs will have the ability to be upgraded to provide additional capabilities as the parties may mutually agree from time to time.

5. **Installation(s)**

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

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

   (ii) such related machinery and equipment, including telecommunications equipment, alarm system(s) and sign(s), as are to be installed within the interior of the Location(s) 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 “Installation(s)”).

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

   (i) at the location(s) mutually agreed upon;

   (ii) College will use its best efforts to obtain approval of the installation from any parties whose approval is required to place an ATM at the Location(s). 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 College 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 College 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 ATM(s) and all portions of the related Equipment and Installation(s) not installed within utility company conduits or rights of way or within the wall(s), floor(s) or ceiling of the Location(s) and may, at its option, remove any other portions of the related Installation(s), provided that PNC Bank shall cap all pipe(s) and conduit(s) and restore any damage to the Location(s) caused by such removal.

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

6. **Title**

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

7. **Operation, Servicing, Maintenance and Repair**

The operation, servicing, maintenance and repair of the ATM(s) and the related Equipment and Installation(s) shall be under the sole control of PNC Bank and its agents, employees and independent contractors. College shall permit free access to the ATM(s) and related Equipment and Installation(s) for all of the foregoing purposes during all normal operating hours of the business at the Location(s). PNC Bank shall require all of its employees, agents and independent contractors who perform any of the aforesaid tasks at the Location(s) to (a) carry and present identification upon College’s request, and (b) cause as little disruption as possible to College’s business. PNC Bank shall bear the expense of such operation, servicing, maintenance and repair.
College 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 ATM(s) and the area around the ATM(s) clean, presentable and free from obstruction, and with respect to the Location(s) generally, College 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 Location(s) and business (including real estate taxes and utilities) not expressly made payable by PNC Bank herein;

(d) Maintain the Location(s) to allow for proper functioning of the ATM(s).

8. **Covenants**

(a) College 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. College 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 ATM(s) 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 College; and

(ii) it shall not use or permit the use of College’s Marks without prior
written approval of College and subject at all times to College'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 ATM(s) 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 ATM(s) in the Locations shall be fully operational 96% of the time, unless operation is prevented by Force Majeure or routine servicing of the ATM(s). PNC Bank will provide College with quarterly reports of the performance of the ATM(s).

11. **Security**

    (a) College shall maintain security at the Location(s) in accordance with the standards for security generally at College's facilities; College 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 College.

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

    (c) In the event of fire, casualty, riot or other emergency, College 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), College'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 College and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

12. **Insurance; Indemnity and Loss**

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College 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 College at similar Locations. PNC Bank shall be responsible for maintaining or causing to be maintained, at its expense, such fire, casualty, theft, and public liability insurance of and with respect to the ATM(s) and related Equipment and Installation(s) as PNC Bank considers appropriate. College shall provide PNC Bank with a Certificate of Insurance upon request.

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:** College shall permit PNC Bank or its authorized service representative, to have access to the Location(s), subject to College’s reasonable security requirements, if any.

**B. ADA Compliance:** During the Term of the ATM Agreement, College 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. College’s compliance obligation will include, but not be limited to, the design, construction and alteration of the Location as College 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 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  
300 Fifth Avenue  
PT-PTWR-19-1  
Pittsburgh, Pennsylvania 15222  
ATTN: Chief Counsel, Consumer Bank

If to College:

Palm Beach State College  
Controller’s Office  
4200 Congress Ave., MS#11.5  
Lake Worth, FL 33461  

ATTN: James Duffie, Controller

With a copy to:

General Council-MS#40  
Palm Beach State College  
Office of the General Counsel  
4300 Congress Ave., MS#40  
Lake Worth, FL 33461

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

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

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

IN WITNESS WHEREOF, intending to be legally bound, the parties have duly executed this ATM Agreement on the date stated below.

PNC Bank, National Association
("PNC Bank")

By: ________________

Title: Sr. Vice President

Date: 4/22/17

Palm Beach State College
("College")

By: ________________

Title: Controller

Date: 4/18/17

Federal Employer Tax ID Number:
59-1216000

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

College 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. College’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 College.

College: __________________________

PNC Bank: __________________________
SCHEDULE A-1
LICENSE AGREEMENT

College 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:
   Lake Worth Campus
   4200 Congress Ave.
   Lake Worth, FL 33461

2. College’s Interest in Location:
   Owner

   Owner

3. Identity of owner(s) of record of the Location:
   Palm Beach State College

4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, machinery and Equipment installed therein:
   None

5. Other:

   By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated October 1, 2016 between PNC Bank and College.

   College:

   PNC Bank:
SCHEDULE A-2
LICENSE AGREEMENT

College 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:

Palm Beach Gardens Campus
3160 PGA Boulevard
Palm Beach Gardens, FL 33410

2. College’s Interest in Location:

Owner

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

Palm Beach State College

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

None

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated October 1, 2016 between PNC Bank and College.

College: [Signature]
PNC Bank: [Signature]

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SCHEDULE A-3
LICENSE AGREEMENT

College 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:**
   
   Loxahatchee Groves Campus
   15845 Southern Boulevard
   Loxahatchee, FL 33470

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

3. **Identity of owner(s) of record of the Location:**
   
   Palm Beach State College

4. **Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, machinery and Equipment installed therein:**
   
   None

5. **Other:**

   By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated October 1, 2011 between PNC Bank and College.

   [Signatures]

   College:
   PNC Bank:

   University Banking Services Agreement FINAL 4-7-2017
   Palm Beach State College
EXHIBIT B

INTENTIONALLY OMITTED
EXHIBIT C

PNC BANK MARKS

[PNC WILL INCLUDE IN THE FINAL AGREEMENT]
EXHIBIT D

COLLEGE MARKS

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

http://www.palmbeachstate.edu/crm/GraphicIdentityStandards.aspx
EXHIBIT E

INTENTIONALLY OMITTED
EXHIBIT F

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), by and between Palm Beach State College, an institution of higher education organized and operated under the laws of the State of Florida, ("College"), 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 College Banking Services Agreement of even date herewith between College and PNC Bank (the "Agreement"). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

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

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

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

1. Definitions

(a) "Access Device" shall mean a card, code, or other means of access to the PNC Financial Account, or any combination thereof, that may be used by a student to initiate electronic fund transfers.

(b) "Award Year" shall mean each year during the Term of the Agreement in which the College is entitled to receive compensation as defined under the Agreement, (e.g., royalties, rent, etc).

(c) "Customer Complaint" shall mean when a PNC Bank customer, prospective customer or other user of PNC Bank’s or College’s products or services who is also a full or part time student of the College, expresses dissatisfaction with PNC Bank’s products, services and/or business practices within the scope of the engagement between the PNC Bank and College, regardless of whether such dissatisfaction is expressed verbally, in writing or by electronic or other means. Customer Complaints shall be handled according to the College policies.

(d) "Direct Marketing" shall mean: (i) the College 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 co-branded with the institution’s name, logo, mascot, or other affiliation and is marketed principally to students at
the institution; or (iii) A card or tool that is provided to the student for institutional purposes, such as a student ID card, is validated, enabling the student to use the device to access a financial account.

(e) “DoE Regulation” shall mean the Department of Education Regulation for Cash Management, as amended from time to time, (34 CFR 668).

(f) “Effective Date” shall mean the Effective Date of the Agreement.

(g) “Financial Account” shall mean a student’s or parent’s checking or savings account, prepaid card account, or other consumer asset account held directly or indirectly by the Financial Institution.

(h) “Financial Institution” shall mean PNC Bank.

(i) “PNC Financial Account” shall mean any Financial Account offered by PNC Bank under the Agreement, (which does not include credit cards).

(j) “Tier Two Arrangement” shall mean that an institution located in a State has a contract with a financial institution, or entity that offers financial accounts through a financial institution, under which financial accounts are offered and marketed directly to students enrolled at the institution.

(k) “Title IV” shall mean Title IV of the Higher Education Act of 1965, as amended, and any rule, regulation, instruction or procedure issued by the Secretary.

2. Student Choice

(a) By July 1, 2016, in accordance with the DoE Regulation, the College will establish a process which includes multiple options for students, to receive direct payments for Title IV program funds. Financial Institution does not provide any Title IV payment services on behalf of the College.

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

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

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

In the event that College has a direct relationship with or direct contact with PNC’s customers during the term of this Agreement and the College receives a Customer Complaint about PNC that (i) the College is unable to resolve, or (ii) becomes public knowledge (e.g., media), or (iii) raises questions related to compliance with applicable law, College 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. College DoE Regulation Compliance

(a) Student Consent. The College is required to ensure that student consent has been obtained by the Financial Institution prior to opening a PNC Financial Account. The Financial Institution complies with the applicable laws that govern the account opening process. Therefore, the Financial Institution always secures the student’s consent prior to opening a PNC Financial Account. The Financial Institution has reviewed its account opening policy with the College and the College has concluded the student consent requirement is deemed satisfied.

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

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

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

(d) Compensation and PNC Financial Account Data

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

   (2) The College may also be required to disclose certain information regarding the number of students who had PNC Financial Accounts, the amount of fees incurred, at any time during the most recently completed Award Year, by students who have PNC Financial Account(s), as a result of the Agreement, (“PNC Financial Account Data”). In addition, and in accordance with the effective date set forth in the DoE Regulation, the College 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.
(5) In order to satisfy the requirements of this Section 4(d), College shall comply with the provisions of Section 5 of this CM Agreement.

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

(f) Best Interest of the Students. During the Term of the Agreement the College will conduct reasonable due diligence reviews in a manner and frequency defined by the Secretary of Education, to ascertain whether the fees charged by PNC Bank to customers who have obtained the PNC Financial Account are, considered as a whole, consistent with or below prevailing market rates, (the “Review”).

(1) The College shall provide PNC Bank with a copy of the results of each Review within fifteen (15) days from the completion of the review.

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

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

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

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

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

5. DoE Compliance Information

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

(a) The College must always request any and all information regarding the Agreement or the PNC Financial Account(s) from the Financial Institution, including but not limited to: (i) PNC Financial Account Data, or information related thereto; (ii) information used to derive the PNC List; and (iii) any other information, including the Agreement, which is required to be disclosed under the DoE Regulation.

(b) The College shall not provide any DoE Compliance Information which references PNC Bank, its products or services without the prior written approval of the Financial Institution, which approval shall not be unreasonably withheld.

(c) The Financial Institution reserves the right to revise the DoE Compliance Information as deemed necessary to ensure the accuracy of any information that is provided by the College, regarding the Financial Institution, the PNC Financial Account, and any other information related thereto.

(d) The Financial Institution shall provide to the College, in its reasonable discretion, all information requested under Section 5(a) of this Agreement to assist College with its DoE Regulation Compliance.

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

PALM BEACH STATE COLLEGE

By: 

Name: 

Title: Controller

Date: 4/18/17

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Nickolas Certo

Title: Senior Vice President, University Banking

Date: 4.22.2017