UNIVERSITY BANKING SERVICES AGREEMENT

THIS UNIVERSITY BANKING SERVICES AGREEMENT ("**Agreement**") is effective as of January 1, 2026 ("**Effective Date**"), and entered into by and between Youngstown State University, an institution of higher education organized and operated under the laws of the state of Ohio, having offices at 1 Tressel Way, Youngstown, Ohio 44555 ("**University**") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("**PNC Bank**" or "**PNC**").

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

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

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 identified as such as Account opening.

(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) "**Directory Information**" shall mean the first name, last name, physical address and e-mail address of University students.

(f) "**Financial Services**" shall mean the consumer financial services to be offered by PNC Bank to Constituents hereunder as part of the Program, as set forth in Section 4(b), below.

(g) "**Force Majeure**" shall have the meaning given that term in Section 21 below.

(h) "**New Student List**" shall mean an annual list of newly enrolled incoming first-year students at the University who have not opted-out of disclosure of their Directory Information pursuant to the University's FERPA policy.

(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 D** attached hereto and incorporated herein by this reference.

(j) "**Preferred Provider**" shall mean, except as may be otherwise provided for in this Agreement, 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 as further described in Section 4(b) below.

(l) "**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.

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

(n) **"Student List**" shall mean a list of currently enrolled undergraduate and graduate students at the University who have not opted-out of disclosure of their Directory Information pursuant to the University's FERPA policy.

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

(p) "**Weblinking**" shall have the meaning set forth on **Exhibit F** attached hereto and incorporated herein by this reference. In the event that the Program includes the establishment of a Weblink, the terms of Exhibit F shall apply thereto.

2. TERM

This Agreement shall commence on the Effective Date and shall terminate on December 31, 2030 ("**Initial Term**"). The term hereof shall have two (2) optional renewal terms of five (5) years each (individually and collectively, the "**Renewal Term**"), which may be entered upon the mutual agreement of the parties, unless the Agreement is earlier terminated in accordance with Section 17 below. Either party will have the right to notify the other that it wishes to renegotiate the Agreement for a Renewal Term, by providing written notice of such intention not less than one hundred twenty (120) days prior to the termination of the Initial Term. Both parties will negotiate in good faith for a period of no more than sixty (60) days from the date of such notification. If the

parties cannot agree upon renegotiated terms within sixty (60) days, or such other mutually agreed upon time period, the Agreement will terminate in accordance with its terms. In measuring time periods under this Agreement, "days" shall mean calendar days, unless otherwise indicated. The Initial Term and the Renewal Terms may be referred to individually or collectively herein as a "**Term**".

3. ROYALTY, PAYMENT TERMS

(a) Each February of the Term, beginning with February of 2027, 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 a January to December Program year. Program Expectations may be adjusted by mutual consent.

	Each Year of Term
Student-New Checking Accounts	650
Faculty & Staff - New Checking Accounts	25
Program Expectations Total	675

(b) (i) In exchange for the consideration provided under this Agreement, PNC Bank will pay to University an annual license fee ("**Royalty**") of ninety-five thousand ($95,000) dollars within sixty (60) days of the end of each year of the Term.

(ii) PNC Bank shall also pay University a one-time signing bonus in the amount of fifty ($50,000) dollars. The signing bonus shall be paid not later than sixty (60) days after this Agreement is fully signed.

The University shall repay to PNC Bank a certain percentage of the Signing Bonus, described above, should the final written agreement be cancelled for any reason prior to January 1, 2029, other than a default by PNC Bank. The percentage paid by the University shall be in accordance with the repayment chart set forth below.

Year Agreement Terminated	Signing Bonus Repayment Percentage
Year 1 of Term	100%
Year 2 of Term	50%
Year 3 of Term	25%

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

The Royalty payment for each year of the Term is based on the total number of new checking accounts opened for that contract year.

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

(e) (i) Beginning with the second year of the Term (i.e., January, 2027 – December, 2027), if in any Program year new accounts do not total at least eighty (80%) of the Program Expectations, PNC Bank shall have the right to promptly notify the University in writing no later than sixty (60) days after the end of that contract year that it wishes to renegotiate the contract terms.

(ii) If the University should amend its policies, change its operations or make changes to its campus and such change materially interferes with PNC Bank's access to any of the University Commitments or if the University denies PNC Bank any of the University Commitments listed above then PNC Bank shall have the right to promptly notify the University in writing no later than sixty (60) days after learning of the change or being notified that the University denied access to one or more of the University Commitments, that it wishes to renegotiate the contract terms

In either event, the parties shall then proceed as follows:

(1) 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, and

(2) if, within sixty (60) days from the date of the notice, the parties are unable to come to agreement then the Agreement will be terminated in accordance with Section 17(d) of this Agreement.

(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 University or PNC Bank ("**New Law**"), and

(ii) the New Law makes it impossible, impracticable or unduly burdensome for (a) PNC Bank to deliver the Financial Services under the Program, or (b) the University to satisfy its obligations under the Agreement, as determined by PNC Bank or the University respectively in their reasonable discretion, 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 Section 3(f)(iv) then the Agreement will be terminated in accordance with Section 17(d) of this Agreement.

(vi) For each partial or total calendar year after the effective date of the New Law, but prior to the termination of the Agreement, PNC shall be excused from making to the University, any Royalty payment under Section 3(b), if the making of such payment is illegal or otherwise prohibited by any such New Law.

(g) Payments made by PNC Bank shall be made through the Automated Clearing House ("**ACH**"). ACH payments should be made to the address and contact below:

Youngstown State University
1 Tressel Way
Youngstown, Ohio 44555
ATTN: David Edwards

4. PRODUCTS AND SERVICES

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

(b) PNC Bank shall actively advertise and promote the Program as authorized, by law, on the University campus, via approved University mediums and using approved University Marks. The Program shall include: presenting financial seminars to students and employees; issuing co-branded Visa® Debit Cards; and opening new Accounts for University students, and employees (the "**Financial Services**"). 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 existing PNC Bank customers or become PNC Bank customers independently of the Program;
2. Solicit financial information within a PNC Bank branch; or
3. Independently utilize electronic media for information regarding PNC Bank products and/or services.

(c) Accounts established under this Agreement may be eligible for a co-branded Visa Debit Card. PNC Bank shall have the exclusive right to issue the co-branded Visa Debit Card. PNC Bank will issue the co-branded Visa Debit Card upon request by any Constituent or other person who becomes a PNC Bank account holder ("**PNC Bank Accountholder**") under the Program. Notwithstanding anything to the contrary in this Agreement, the rights to use PNC Bank Marks and University Marks which each party has granted to the other for use on co-branded cards shall continue beyond the termination of this Agreement until such cards expire in accordance with their terms.

(d) 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, in accordance with Applicable Law (defined below), and shall reflect PNC Bank's best professional knowledge, skill and judgment, all of which shall be at a level appropriate to University's requirements for the services to be performed.

(e) PNC Bank agrees to comply with all applicable federal, state and local laws, statutes, ordinances, regulations, rules and orders, including, without limitation, all applicable laws regarding data security and privacy (collectively, "**Applicable Law**") in the performance of all actions taken in connection with this Agreement, including, but not limited to, compliance with the Credit Card Accountability Responsibility and Disclosure Act of 2009, 15 U.S.C. § 1601 et

seq., including its requirements regarding the protection of young consumers; the Truth in Lending Act, 15 U.S.C. § 1650, 15 U.S.C. § 1637 as amended; the Truth in Savings Act, 12 U.S.C. § 4301 et seq., and the CAN-SPAM Act of 2003, 15 U.S.C. § 7701 et seq. ("**CAN SPAM**"), and their implementing regulations.

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

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. <u>PNC BANK'S EMPLOYEES</u>

(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 a reasonable period of time, but in no event longer than thirty (30) 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, and shall require, 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 and liable 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 and liable for all damage to persons or property arising from 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

The University, including all colleges, campuses, and departments where cooperation with PNC Bank is necessary to implement the Program, shall, during the Term of this Agreement:

(a) Work in good faith to generally support the Program, and PNC Bank's status as Preferred Provider, as follows:

(i) University will assign a representative who will work directly with the PNC relationship manager to implement the Program. This representative will coordinate the on-going planning efforts with the appropriate internal University contacts to represent the student and the employee Program, upon a meeting schedule to be mutually agreed;

(ii) Promote the availability of the Program to its Constituents as mutually agreed between the parties, in accordance with the Family Educational Rights and Privacy Act (FERPA) and University policies including Constituents' opt-out rights ;

(iii) Permit PNC Bank the right to market the Program and Financial Services as University's Preferred Provider to Constituents as mutually agreed between the parties;

(iv) University shall inform Constituents, in a manner acceptable to PNC Bank, of PNC Bank's status as the University's Preferred Provider and which explains the Program;

(v) University will allow PNC to work with various campus departments and vendors, including, but not limited to new student orientation, international services, first year experience programs, student life, admissions, campus tour guides, residence life, marketing and communications, student engagement, student employment, student government, athletics, parents association, human resources, and others deemed appropriate to ensure the success of the Program, providing that the University's designated representative shall be the primary point of contact at all times;

(vi) As may be required for PNC Bank to fulfill its commitments hereunder, permit PNC Bank to work with University's vendors (bookstore, food services, etc.) and human resources department; and

(vii) Permit PNC Bank physical access on campus and presence at campus events necessary for PNC Bank to exercise the marketing rights enumerated herein at mutually agreeable dates, times and locations.

(viii) University shall not promote, nor provide campus access to any financial institution other than PNC Bank, except for University's compliance with the terms of the Seven Seventeen Credit Union Affinity Credit Card Program Agreement with an effective date of September 5, 2025 and as otherwise may be permitted by this Agreement.

(ix) University shall prohibit, in any agreement or lease with a vendor or tenant, such vendors or tenants from permitting any activity by another financial institution which is competitive with the Program in the campus space.

(x) PNC often uses a combination of direct mail and email to communicate to parents and students regarding banking opportunities or financial education. To facilitate this outreach, email and physical mailing address lists must be provided to PNC or alternatively, directly to the appropriate third-party email/direct mail agencies. Outreach will occur no more than 4 times per calendar year.

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

<u>Students</u>:

1. PNC Bank shall be the Preferred Provider of retail banking services to students and shall have exclusive rights to market to students as a Preferred Provider when offering the Financial Services and Program to students.

2. University will permit PNC Bank preferred access to common areas, at no cost to PNC Bank, for tabling events throughout the year on a schedule approved in advance by the University which may be in writing or verbally presented during Program planning, including, but not limited to all events listed below. **"Preferred Access"** shall mean locations which are mutually acceptable to PNC Bank and the University and which generally support visibility and accessibility of PNC Bank personnel to students, parents and/or other constituents. This will include University's support of PNC's direct participation in events such as those set forth below, whether in-person or virtual. PNC Bank will be provided a reasonable opportunity to present the benefits of the Program to students/parents and ensure there is adequate time available for account openings.

PNC table locations will be prominently placed with other auxiliary related resources where appropriate at University events such as:

a. New Student Registration and Orientation
b. International Student Orientation
c. Transfer Student Orientation
d. Professional/Graduate School Orientations
e. Honors Orientation or the equivalent
f. Any other specialized orientation that is coordinated for incoming students
g. Parent Orientation or the equivalent
h. Back to school/Move-in
i. Welcome Week or the equivalent
j. Grad Fairs
k. Admission events
l. Open Houses
m. Family/Parent Weekend and associated events
n. Student Organization and Association events or the equivalent
o. Career Fairs
p. Campus-wide events
q. Other student events specific to the University that may occur annually or newly created over the course of the Term

3. University will permit PNC Bank a reasonable opportunity to present the benefits of the Program to students/parents during New Student Orientation

(Domestic and International) and ensure there is adequate time available for account openings.

4. University will make reasonable efforts towards permitting virtual and in-person presentations to student orientation leaders, campus ambassadors, or the equivalent for the purpose of educating them about the Program.

5. University will permit and support periodic communications through digital channels, such as e-newsletters the University employs, now or in the future, as may be agreed by the parties, promoting PNC's campus banking program.

6. University will permit and support an annual direct digital communication, via e-mail to student's preferred email address, promoting the Program by PNC Bank, to incoming first year students.

7. University will permit and support direct digital communication to a students preferred email, upon PNC's request, at the end of every academic semester, promoting PNC Bank to graduating students.

8. University will support periodic social media messaging via mutually agreed upon University channels throughout the school year, as provided by PNC Bank and approved by the University.

9. Permitting on-campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are: (i) in compliance with Applicable Law; (ii) are limited to dates, times, and locations designated by the University for such activities; and (iii) are scheduled through the normal University process for reserving space.

10. Permitting the distribution by PNC Bank of Program communications, via distributions methods approved by the University or its departments (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).

11. University will make a reasonable effort to support and promote PNC's financial education and financial literacy content to Constituents, including, for example, social media, webinars, articles and PNC My Finance Academy, or its equivalent. PNC will work with University to define areas

of promotion that are mutually agreed upon, pre-approved by University and at no cost to PNC Bank.

12. University will make reasonable efforts towards mentioning of PNC Bank and the Program in agreed-upon University publications, electronic communications, social media and mailings including but not limited to new student orientation communications, campus events calendars, school preparation check lists, prospective students, student services, student activities, auxiliary services, and University web search.

13. University will make a reasonable effort to design a PNC Bank landing page on the University's .edu web site to create an awareness of the Program as determined by agreement of PNC Bank and University to be the most advantageous place to reach students, and which will provide a directional link to a customized PNC Bank-owned domain wherein information about the Program will be available. Such development will occur within the first year of this Agreement.

14. When appropriate, the University will make reasonable efforts to permit advertising by PNC Bank in University publications, digital assets, web site and/or mailings as mutually agreed upon between the parties at agreed-upon fees.

Faculty/Staff:

1. PNC Bank shall be the Preferred Provider of retail banking services to University Employees, and as such shall have the exclusive right to market to such Employees as the Preferred Provider.

2. University will permit the distribution of materials by PNC Bank to all new Employee hires, and at any in-person or digital new hire orientations.

3. With the prior approval of timing and location, permit PNC Bank fifteen minutes at face to face or digital Employee orientation events to speak to Employees about the benefits of PNC, answer questions, and ensure adequate time is available for account openings.

4. University will permit, at no cost to PNC Bank, on-campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are: (i) in compliance with Applicable Law; (ii) are limited to dates, times, and

locations designated by the University for such activities; and (iii) are scheduled through the normal University process for reserving space.

5. University will permit PNC Bank's participation in various Employee programs, at no cost to PNC Bank, including but not limited to: University wellness, benefits fair(s), Employee resource and appreciation events, or their equivalent.

6. University will ensure semi-annual contacts to Employees via email or direct mail to a list of Employees provided by the University.

7. University will support PNC in their development and implementation of programs to make available financial wellness resources and educational experiences to employees, such as financial education offerings, including such efforts as in-person and virtual financial education workshops, to University employees, quantity per year to be determined, with a minimum of one (1) per quarter. Financial education workshops to be announced on University plasma screens, or similar communication, at no additional cost to PNC.

8. University will support PNC to set up informational workshops with individual departments as mutually agreed upon, and will provide opportunities to specifically present to international faculty and staff.

9. University will mention PNC Bank and the Program from time to time in agreed-upon University publications, electronic communications, social media and/or mailings circulated to Employees.

10. University will permit the use of intra-campus mail or e-mail a minimum of two (2) times per year for distribution by PNC Bank, through a vendor of PNC Bank's choice, of mutually agreed upon Program communications approved in writing in advance by University, which approval shall not be unreasonably withheld, conditioned or delayed

11. When appropriate, the University will make reasonable efforts to permit advertising by PNC Bank in University publications, digital assets, web site and/or mailings as mutually agreed upon between the parties at agreed-upon fees.

12. Incorporating an easily discoverable webpage for employees on the University's primary website (.edu) and/or primary authenticated employee

portals, as determined by the agreement of PNC Bank and University to be the most advantageous places to reach employees. Webpage will detail services, products and benefits of the PNC/University relationship and link employees to PNC-owned domains that appropriately expand upon each area.

13. PNC Bank shall provide its Financial Wellness Achievement Center℠ ("Achievement Center") educational platform. A description of the Achievement Center is set forth in **Exhibit C** hereto, which may be revised from time to time PNC Bank may adjust, replace or terminate the Achievement Center in its discretion.

(i) Educational Platform Access. Use of the Achievement Center educational platform by the Employer and its employees is subject to the terms and conditions set forth on the website.

(ii) Reporting. PNC will provide periodic reports at a minimum annually to the University on employee engagement with the PNC's Financial Wellness Achievement Center. Reporting content will be discretionary and determined by PNC

(c) With the University's prior written 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) PNC currently operates one (1) Full Function ATM located in Kilcawley Breezeway which will be retained under this Agreement. At the University's discretion, PNC Bank shall also install one (1) Cash Dispensing ATM in a mutually agreed upon Location. Neither ATM shall have a minimum withdrawal amount other than as determined by the bill denomination available in the respective machine. PNC Bank shall have the exclusive right to operate ATMs on campus during the Term. Should the University wish to add additional ATMs on campus, PNC Bank shall be afforded the right of first refusal for any proposed new ATM location, other than within intercollegiate athletic venues. All ATMs shall be governed by and in accordance with the provisions of the Master License Agreement between PNC Bank and University entered into contemporaneously with this Agreement, which is attached hereto as **Exhibit A** and incorporated herein by this reference.

(e) Acknowledge PNC Bank's option to impose a surcharge for the use of its ATM(s) by non-PNC customers. The surcharge shall be in the same amount as the surcharge imposed for use of PNC Bank branch ATMs in the Ohio market. 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.

(f) Prohibit any other financial institution from establishing and/or operating a manned or unmanned branch or kiosk on campus.

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 University's compliance with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("**FERPA**"), other applicable laws and regulations, and University'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) Market the Program, which shall include, among other things:

(i) At times mutually agreed between the parties, providing materials for the mailing of PNC Bank's advertising and promotional information to Constituents;

(ii) Marketing the Program to Constituents as mutually agreeable during the Term, in accordance with Section 6 above;

(iii) At its sole cost and expense, designing and creating all marketing materials, as described above, subject to the prior written approval of University which shall not be unreasonably withheld, conditioned or delayed;

(iv) Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa® Debit Card which will allow point of sale and ATM transactions everywhere the Visa® logo is displayed;

(v) At PNC Bank's sole cost and expense, marketing to Constituents through mailings, advertisements in University publications, tabling at new student orientation and similar events;

(vi) Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;

(vii) Providing University with a quarterly report of new Accounts opened and card transaction activity with de-identified, aggregated data; and;

(viii) Collaborating with the University to develop educational programs geared towards developing student financial awareness and responsibility.

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

(d) PNC Bank shall provide its Financial Wellness Achievement Center℠ ("**Achievement Center**") educational platform. A description of the Achievement Center is set forth in **Exhibit C** hereto, which may be revised from time to time.

Educational Platform Access. Use of the Achievement Center educational platform by the Employer and its employees is subject to the terms and conditions set forth on the website.

Reporting. PNC will provide periodic reports at a minimum annually to the University on employee engagement with the PNC's Financial Wellness Achievement Center. Reporting content will be discretionary and determined by PNC.

(e) PNC will make reasonable efforts, in its discretion, to deploy a mobile branch to the University's campus for a minimum of five (5) days at the beginning of each semester. The mobile branch may be deployed during New Student Orientation so long as at least one hundred (100) students are registered in advance for that event. The primary function of the mobile branches is disaster recovery efforts, and therefore any campus deployment will be superseded by a disaster recovery need.

8. JOINT OBLIGATIONS

(a) The parties agree that they shall:

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

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

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

In the event that PNC Bank's provision of the Program to University and its Constituents involves the (1) display PNC Content and PNC Marks (defined in **Exhibit F**) on the University Web Site (defined in **Exhibit F**), (2) linkage of the University Web Site to the PNC Web Site (defined in **Exhibit F**) via a Hyperlink (defined in **Exhibit F**), as defined below, and/or (3) the display of PNC Content and PNC Marks on digital screens internally at University facilities, the additional terms and conditions on **Exhibit F** shall govern the establishment of such link.

9. INSURANCE

(a) PNC agrees to maintain, at PNC's sole expense, insurance in the minimum amounts and coverages listed below. All policies shall provide coverage on a primary and noncontributory basis. All insurance companies must meet one of the following minimum ratings: Moody's A3; S&P A-; Fitch A-; A.M. Best A-.

1. General Liability: $5,000,000 per occurrence and annual aggregate, covering bodily injury, property damage, and blanket contractual liability;
2. Workers' Compensation and Employer's Liability: Workers' Compensation coverage as required by law; Employer's Liability: $1,000,000 per each accident and disease;
3. Automobile Liability: $5,000,000 combined single limit covering bodily injury, property damage and death arising from ownership, maintenance, or use of owned, non-owned, and hired vehicles;
4. Fidelity Bond (Crime): $2,000,000 will be maintained if PNC has access to University's cash, securities, and/or negotiable instruments.

The General Liability and Automobile Liability limit can be met with any combination of primary or umbrella/excess insurance, shall name University as additional insured, and contain a separation of insured (or "severability") clause. Upon request, PNC shall deliver to University a Memorandum of Insurance, evidencing compliance with the terms hereof.

(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 are appropriate for the undertakings contemplated by this Agreement, in an amount not less than $1,000,000.

10. REPRESENTATIONS AND WARRANTIES

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

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

(ii) The execution, delivery and performance of this Agreement by University is within University's powers, has been duly authorized by all necessary University action, and does not violate, conflict with or constitute a breach under any charter, bylaw, Applicable Law, 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 with jurisdiction over University is required for the execution, delivery and performance by University of this Agreement;

(v) University's employees, trustees, officers or agents shall not make any representation, warranty, promise or statement to any Constituent regarding the approval, decline, collection, processing, or any other handling of Constituent'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 Applicable Law or contractual restrictions to which it is subject;

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

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

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

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

11. <u>LOCATIONS/SIGNS</u>

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, disapproval, or

conditions of sign placement 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, disapproval, or conditions of advertising 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.

(d) During the Term, PNC Bank shall be the Preferred Provider, and 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. During the Term, University shall not enter into a relationship or agreement with any other person or entity for any of the Commitments (Section 6) and Joint Obligations (Section 8) set forth in this Agreement unless such relationship or agreement is de minimis in nature and University shall have received PNC Banks's prior written consent to such relationship or agreement, which shall not be unreasonably withheld, conditioned or delayed.

13. INDEMNIFICATION AND LEGAL RESPONSIBILITY

(a) Legal Responsibility of University. To the extent permitted by law, including, but not limited to, Ohio Revised Code Chapter 2743 and Section 3345.40, Section 9.86 and Section 9.27, University shall be responsible for any and all claims, actions, damages and expenses awarded by a court of competent jurisdiction, for the negligent acts and omissions of its officers and employees engaged in the scope of their employment and arising under this Agreement, except to the extent such claim, action, damages and/or expenses result from the negligence, gross negligence or willful misconduct of PNC Bank. Nothing herein shall be construed as a waiver of the sovereign immunity of University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

(b) Indemnification by PNC Bank. PNC Bank shall indemnify, defend and hold harmless University, its officers, trustees, 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) Material 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 Applicable Law or any statement, letter or guidelines issued by applicable bank regulatory authority in connection with performance under this Agreement;

(iii) Presence of the ATMs at the Locations or the acts or omissions of any PNC Bank employees, contractors, agents or other representatives while on the University campus in connection with the performance of this Agreement; or

(iv) Negligence, 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. For any claim in which the University is a named party, the University shall provide notification of the claim in writing and in accordance with Ohio Revised Code Section 109.02, (1) the defense of such claims will be controlled by the State of Ohio's Attorney General's Office, (2) the University will allow PNC Bank to cooperate in the defense of the claim to the extent such cooperation is permitted by the Ohio Attorney General, (3) the University may only settle claims to the extent that the University is a named party in the claim and may not settle any claims on behalf of PNC Bank that obligates PNC in any way, or in which PNC Bank is a named party. For any claim in which the University is not a named party, PNC Bank will have sole control over the defense and any settlement of any claim and University will provide reasonable assistance in the defense of same. PNC Bank shall not enter into any settlement agreement which imposes any obligation on University without University's prior written consent. University may participate in the defense or settlement of a claim with counsel of its own choice and at its own expense, however, University shall not enter into any settlement agreement or otherwise settle any such claim without the express prior written consent or request of PNC Bank.

14. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, 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.

15. TAXES

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

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) 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 University 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).

(d) If, after complying with the procedures set forth in Section 3(c)(i) through (vii), inclusive, the parties are unable to reach an agreement as set forth therein, then this Agreement and all related agreements shall terminate as of the last day of the calendar month during which the sixty (60) day period described in Section 3(c)(v) expires.

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

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 which is made available to the other, including to each party's directors, officers, trustees, 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 seek specific

performance, including the right to seek preliminary and permanent injunctive relief against the breaching party.

(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 Ohio Public Records law (ORC 149.43), 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 less 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, pandemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accident, floods, power blackouts, volcanic action, major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or suppliers.

22. HEADINGS

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

23. SEVERABILITY

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

24. GOVERNING LAW/JURISDICTION

This Agreement shall be governed by and construed under the laws of the State of Ohio, without regard to its provisions relating to the conflict of laws. Each party agrees that it is and shall remain subject to the in personam, in rem and subject matter jurisdiction of the state and federal courts of competent jurisdiction in Ohio 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:

Neal McNally, Vice President, Finance and Business Operations
Youngstown State University

1 Tressel Way
Youngstown, Ohio 44555

With a copy to:

Greg Morgione, Associate General Counsel
Youngstown State University
1 Tressel Way
Youngstown, Ohio 44555

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

With a copy to:

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

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

26. RELATIONSHIP

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

27. WAIVER

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

28. REMEDIES

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

29. COUNTERPARTS

This Agreement may be executed in two or more counterparts each of which shall be deemed a duplicate original. Signatures delivered by facsimile or PDF attachment or other electronic means shall be considered original signatures for all purposes hereunder.

[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: E-SIGNED by Nichole Hagan on 2026-01-16 12:33:51 GMT

Name: Nichole Hagan

Title: Senior Vice President

Date: January 16, 2026

Youngstown State University
("University")

By: E-SIGNED by Neal McNally on 2026-01-15 21:37:23 GMT

Name: Neal McNally

Title: Vice President, Finance and Business Operations

Date: January 15, 2026

LIST OF EXHIBITS

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
INTENTIONALLY OMITTED

EXHIBIT C
ACHIEVEMENT CENTER

EXHIBIT D
PNC BANK MARKS

EXHIBIT E
UNIVERSITY MARKS

EXHIBIT F
WEB LINKING AGREEMENT

EXHIBIT G
DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

[Remainder of page intentionally left blank]

EXHIBIT A
MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("**ATM Agreement**"), is effective as of the effective date of the Banking Services Agreement, ("**Effective Date**"), and entered into by and between Youngstown State University, an institution of higher education organized and operated under the laws of the state of Ohio, having offices at 1 Tressel Way, Youngstown, Ohio 44555 ("**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 "**Banking Services 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 Banking Services 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 for the ATMs set forth in **Schedule A** hereto, which is a supplement to this ATM Agreement and which, when executed shall constitute a license ("**License**"), to cover such ATMs and to contain such special provisions respecting terms, covenants, conditions and provisions as PNC Bank and University may agree.

2. Grant of License

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

3. Location of ATMs

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

provided that University uses its best efforts to promptly notify PNC Bank of such event, and to protect the security of the ATM(s).

4. ATMs

The ATMs may be Advanced Function ATMs that shall perform deposits of cash and checks, cash withdrawals, transfers and balance inquiries, or Cash Dispensing ATMs that perform cash withdrawals, transfers, and balance inquiries, each as indicted in **Schedule A** hereto. The ATMs will have the ability to be upgraded to provide additional capabilities as determined by PNC Bank from time to time. The ATMs shall be part of several networks, including but not limited to STAR® (the "Network"), pursuant to a network agreement between PNC Bank and the operator of the network (the "Network Agreements").

5. Installations

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

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

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

(iii) such wiring, connections, and hook-ups as are required to connect the ATMs to the Network (the "**Installations**").

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

(i) at the locations mutually agreed upon;

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

(iii) Except as provided in Section 5(b)(ii), 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 any removal of the ATMs;

(v) Upon termination of this ATM 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 to the property's original condition, and

(vi) With the exception of the first year of the Agreement, the parties may mutually agree to remove certain ATMs.

(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 mutually agree upon each of their obligations to pay the cost of the signs and costs of sign installation, maintenance and removal.

(d) Upon University request, PNC Bank shall submit a report including the following information. The report shall be delivered by mail or e-mail to the Account Representative or his or her designee. The report must display the following:

(i) ATM machine type, identification or serial number, and location of every machine on the premises; and

(ii) Activity Report, by machine, for every machine on the premises.

6. <u>Title</u>

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. <u>Operation, Servicing, Maintenance and Repair</u>

(a) PNC Bank:

(i) The operation, servicing, maintenance and repair of each ATM and the related Equipment and Installations shall be under the sole control of PNC Bank and its agents, employees and independent contractors. Except as otherwise provided herein, PNC Bank shall bear the expense of such operation, servicing, maintenance and repair, and shall keep the ATM and related Equipment and Installations in a safe and operable condition. PNC Bank shall require all of its employees, agents and independent contractors who perform any of the aforesaid tasks at the Location to: (1) carry and present identification upon University's request; (2) perform their tasks with minimum disruption to University's business; and (3) comply with all University policies provided to PNC Bank in advance while on campus.

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

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

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

a. For purposes of this ATM Agreement, "**Second Line Maintenance**" is defined to mean preventative maintenance, which will be scheduled on a regular basis for each ATM, and unscheduled and on-call remedial maintenance. Second Line Maintenance also will include, but is not limited to, lubrication, adjustment, and the replacement of any part necessary, with a part that meets the manufacturer's specifications, for the satisfactory operation of the ATMs.

(b) University will provide the following services under this ATM Agreement:

(i) pay the electricity usage for the ATM and related Equipment and Installations and install the necessary outlets and connections, if required, at its expense;

(ii) keep the ATM and the area around the ATM clean and free from obstruction, and, with respect to the Location generally, University will continue to maintain the same standards of cleanliness, maintenance, repair and operation as are in effect on the Effective Date;

(iii) pay all costs and expenses for ownership, operation, maintenance and repair of the Location (including real estate taxes and utilities) not expressly made payable by PNC Bank herein;

(iv) maintain the Location in accordance with the environmental standards, if provided by PNC Bank, as required by the ATM manufacturer for the proper functioning of the ATM so long as complying with such environmental standards does not result in unreasonable or excessive cost or expense to the University; and

8. <u>Covenants</u>

(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) PNC Bank shall peacefully and quietly have, hold and enjoy the rights in each Location granted to it hereby subject to all of the covenants, terms and conditions herein contained.

(b) PNC Bank hereby covenants as follows:

(i) its ATMs will (i) comply with all applicable requirements of the Americans with Disabilities Act; and (ii) remain technologically current with prevailing standards in the banking industry.

(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) Except as may be otherwise provided in the Agreement, during the term of this ATM Agreement, University will not grant to any person other than PNC Bank the right to install or operate an ATM at the Locations.

(b) PNC Bank shall impose a surcharge on non-PNC users of its ATM at the Location. During the Initial Term, the surcharge amount shall be three dollars and seventy five cents ($3.75). In the event PNC Bank increases the amount of the ATM surcharge it imposes for users of its ATMs at its branches in the Ohio market, then PNC Bank reserves the right to increase the surcharge hereunder to reflect such change.

10. Performance Warranty

PNC Bank warrants that the ATMs in the Locations shall be fully operational ninety-eight percent (98%) of the time, unless operation is prevented by Force Majeure. Operational outages and the time related thereto resulting from problems with communication and data lines, a lack of power, or University's or property owner's refusal to grant access to Location(s) will be excluded for up-time availability measurement purposes, as are printer receipt failures where an ATM is otherwise operational.

11. Security

(a) University shall maintain security at the University Locations in accordance with the standards for security generally at University's facilities. Except as otherwise provided herein, all costs and expenses incurred in connection with such security measures shall be borne by University.

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

(c) In the event of fire, casualty, riot or other emergency, University shall use reasonable efforts to protect the security of any affected ATM. Once PNC Bank deems the affected ATM machine secured, which may include and not be limited to relocation or removal by PNC

Bank, University's security obligations hereunder shall again be governed by subsections (a) and (b) of this Section 11.

12. Insurance

(a) 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 location and related machinery, Equipment and improvements (excluding the ATM, related Equipment, Installations and side cabinet which shall be insured by PNC Bank), and general liability coverage with respect to the Location in an amount not less than $2,000,000.00. PNC Bank shall be responsible for maintaining or causing to be maintained, at its expense, such fire, casualty, theft, and general/public liability insurance in an amount not less than $2,000,000.00, of and with respect to the ATM, Installations and related Equipment or such other amount as agreed between the parties. In addition, each party shall maintain, and shall require its independent contractors to maintain, workers compensation insurance with respect to their respective employees in the amounts required by applicable law.

(b) Each party shall, upon request, provide to the other such evidence as shall be reasonably requested of the maintenance of required insurance. PNC Bank, however, shall upon request provide a Memorandum of Insurance to University as evidence of the required insurance. Each party shall, to the extent available from their insurance carriers at no additional cost, cause the policies of insurance providing the aforesaid coverage to contain waivers of subrogation as against each other.

13. Default

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

14. Term and Termination

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

(b) Notwithstanding the foregoing subsection, the ATM Agreement may be terminated:

(i) By the University prior to the end of the then current Term if PNC Bank defaults in the performance of any of its covenants or obligations under the Agreement as set forth in Section 13 above.

(ii) By PNC Bank prior to the end of the then current Term if University defaults in the performance of any of its covenants or obligations under the Agreement as provided in Section 13 above.

(iii) By PNC Bank prior to the end of the then current Term by providing thirty (30) days advance written notice to University if:

(1) the Network Agreement between PNC Bank and the operator of one or more of the Networks is terminated, or is amended in a manner which, in PNC Bank's reasonable judgment will have a material adverse effect upon the continued operation of the ATM at the Location;

(2) PNC Bank fails to obtain any approval required for installing and operating the ATM at the Location on or before the Effective Date or University fails to obtain any of the approvals specified in Sections 5(b)(ii) and 6 hereof, or such approvals are rescinded or withdrawn or modified in a manner that is deemed by PNC Bank to be materially adverse to such operation;

(3) the enactment or adoption of any laws, ordinances, regulations or interpretations thereof which, in PNC Bank's reasonable judgment, will have a material adverse effect upon the continued operation or operating costs of the ATM at the Location;

(4) consistent with Section 5(b)(vi) of this ATM Agreement; for any reason PNC Bank determines in its reasonable judgment that continued operation of the ATM at the Location is unsafe or uneconomic;

(5) University ceases to operate its business at the Location for a period

of thirty (30) consecutive days on account of Force Majeure, or thirty (30) consecutive days for any other reason, or the nature or manner or hours of operation of the business are changed from those prevailing on the date of Installation in a manner which in PNC Bank's reasonable judgment will have a material adverse effect upon the continued operation of the ATM at the Location; provided, however, that the University's summer term or holiday breaks shall not constitute a change in the nature, manner or hours of operation of the University's business for purposes of this ATM Agreement; or

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

(c) Upon termination of the ATM Agreement, PNC Bank shall remove the ATM 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 Location and may, at its option, remove any other portions of the related installation, provided that PNC Bank shall cap all pipes and conduits and restore any damage to the Location caused by such removal to the property's original condition, reasonable wear and tear excepted. PNC Bank shall not be responsible, however, for restoring structural changes made to the Location as previously agreed to by University, to accommodate the installation of the ATM.

15. <u>General</u>

A. Access: University shall permit PNC Bank or its authorized service representative, to have access to the Locations, subject to University's reasonable security requirements, if any, and upon reasonable notice being provided to the University.

B. ADA Compliance: During the Term of the Agreement, University shall comply with the Americans with Disabilities Act of 1990 ("ADA"), any amendments to the ADA, its implementing regulations, and applicable ADA Accessibility Guidelines for Buildings and Facilities, as well as all other federal, state and local laws regarding access to and service to individuals covered by the ADA. University's compliance obligation will include, but not be limited to, the design, construction and alteration of the Location as University may have to alter to be in compliance with the ADA.

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

If to PNC Bank:

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

With a copy to:

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

If to University then to:

Neal McNally, Vice President, Finance and Business Operations
Youngstown State University
1 Tressel Way
Youngstown, Ohio 44555

With a copy to:

Greg Morgione, Associate General Counsel
Youngstown State University
1 Tressel Way
Youngstown, Ohio 44555

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, 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")	**Youngstown State University ("University")**
By: E-SIGNED by Nichole Hagan on 2026-01-16 12:33:56 GMT	By: E-SIGNED by Neal McNally on 2026-01-15 21:37:26 GMT
Name: Nichole Hagan	Name: Neal McNally
Title: Senior Vice President	Title: Vice President, Finance and Business Operations
Date: January 16, 2026	Date: January 15, 2026

SCHEDULE A
TO "EXHIBIT A"

ATM LOCATIONS

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

Location (Address)	**Type (Cash Dispensing or Advance Function)**	**Location Owner**	**Blanket Liens or Mortgage (Yes or No)**	**Name of Lien/ Interest Holder**
Kilcawley Breezeway	Advance Function	University	No	N/A

Nothing in the contract between University and any landlord prohibits University from entering into this Master License Agreement.

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

PNC Financial Wellness Achievement Center^{SM} ("Achievement Center")

Provides your workforce a one-stop-shop for financial wellness training customized to fit the needs and interests of each individual employee. Features and services include:

- Participants complete an assessment and/or setup a profile to be directed to a customized curriculum of financial wellness education based on their specific needs.
- Financial Wellness Assessment provides participants a wellness score, as well information about how their score compares to the average score for their company and the average score for their age group within the company.
- Participants can go directly to financial wellness modules to get education that is specific to the issues they are facing.
- Modules* contain financial wellness education in article, tutorials, videos and calculators to allow participants to interact with content in the way that best suits their learning style.
- Once an assessment and/or profile has been completed, returning users are provided with recommended content based on their profile and viewing practices.
- Participants earn points while engaging with the tool and can view their point totals and how they compare to other employees within the company via the points board. (Participants cannot see other participants' names or information.)
- Employers have the ability to use the points to create engagement with the tool, such as offering awards or raffle entries for participants reaching client-defined point thresholds. The Employer will dictate the point thresholds and giveaway items for any contest.)
- Participants can select or setup individual milestones for key financial life events and receive guidance on the steps to reach them.

*Modules contain information of a general nature and do not constitute the provision by PNC of investment, legal, tax, or accounting advice to any person. Information is subject to change without notice and is not guaranteed as to its accuracy.

Description of Achievement Center services is subject to change from time to time.

EXHIBIT D

PNC BANK MARKS

1. The PNC Bank Marks that are licensed under the terms of the University Banking Services Agreement effective as of January 1, 2026 between PNC Bank and University are:

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

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

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

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

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

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

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

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

EXHIBIT E
UNIVERSITY MARKS

The University marks, logos and other graphics that are licensed under the terms of the University Banking Services Agreement effective as of January 1, 2026 between PNC Bank and University are:

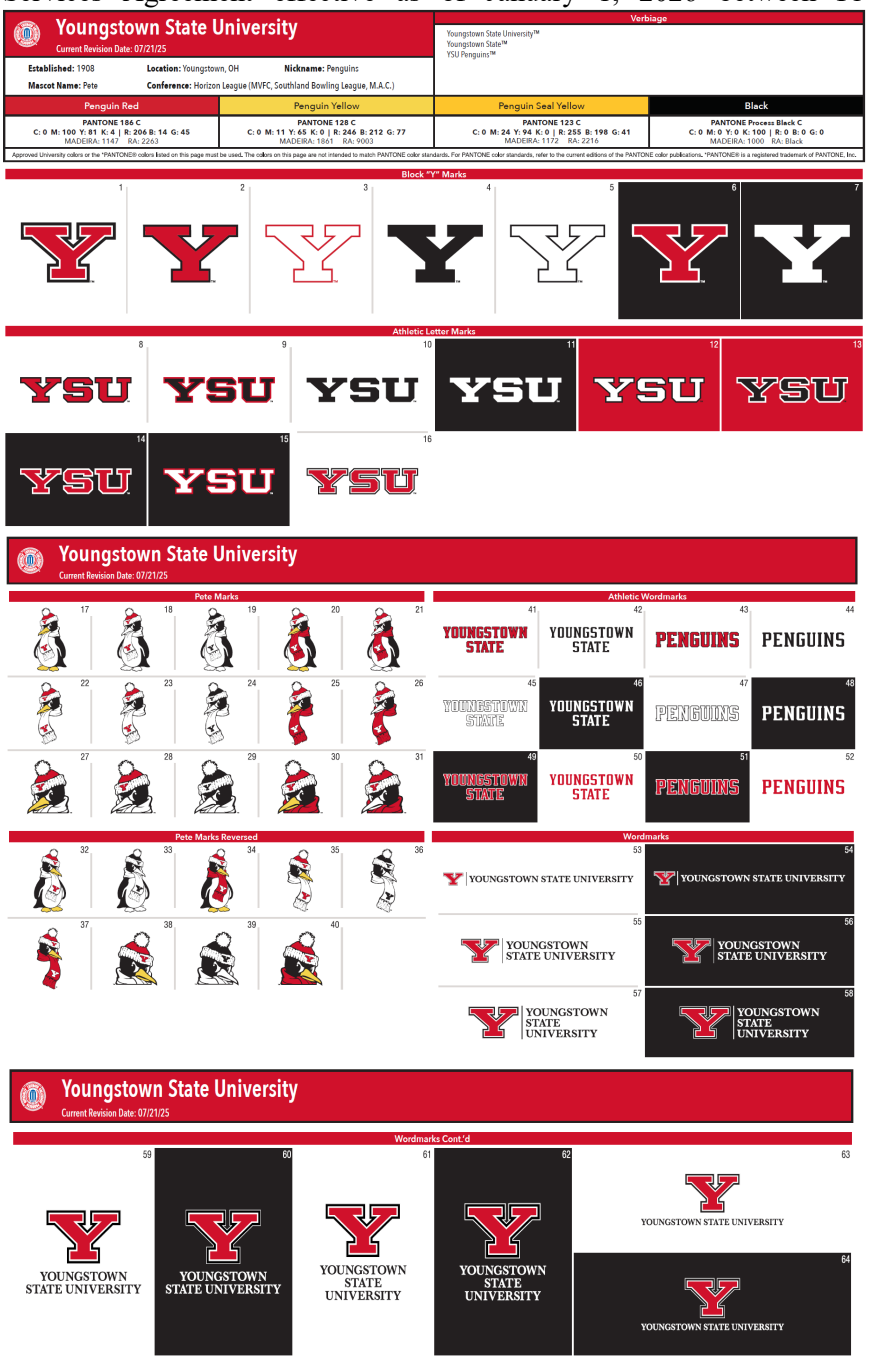


EXHIBIT F

WEB LINKING TERMS AND CONDITIONS

WHEREAS, PNC shall maintain, and operate an unsearchable version of a www.pnc.com URL on the worldwide web for University, in which information regarding PNC's products and services are intended to be viewed by University students, employees and representatives ("PNC Web Site");

WHEREAS, University maintains and operates (whether directly or indirectly through a third party) an intranet site(s), accessible by its students, internal employees, and representatives, and a publicly-facing website, in which information regarding University's activities is published (each, a "University Web Site");

WHEREAS, University may maintain and operate digital screens internally at University facilities, on which information regarding University's activities is published ("University Digital Screens");

WHEREAS, the parties desire to display PNC Content and PNC Marks (defined in Section 2, below) on the University Web Site, link the University Web Site to the PNC Web Site via a Hyperlink, as defined below, and/or display PNC Content and PNC Marks on University Digital Screens;

NOW, THEREFORE, the parties agree that a Hyperlink between the University Web Site and the PNC Web Site shall be established, and/or PNC Content and PNC Marks shall be displayed, subject to the terms and conditions of this **Exhibit F**.

1. Definitions.

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

1.2 "Weblinking" or "Weblinks" means the ability to Hyperlink between two Websites.

1.3 "Website" means one or more webpages owned by a party.

2. Grant of License.

2.1 PNC Marks. PNC grants to University a limited, nonexclusive, nontransferable, non-sublicensable, and revocable license to use PNC's name, marks, content, images, and logo ("PNC Marks"), as set forth on the attached **Schedule A** to this **Exhibit F**, **Schedule B** to this **Exhibit F**, or as otherwise permitted in writing by PNC, for the sole and limited purposes of (1) providing a Hyperlink between University's Web Site and PNC's Web Site, and/or (2) displaying PNC information on University Digital Screens. PNC shall pre-approve all uses of the PNC

Marks. University shall not alter or edit PNC Marks for use without PNC's prior written consent. PNC may establish further requirements and restrictions governing University's use of the PNC Marks and the quality of the materials on which any PNC Marks are displayed. University agrees that it will comply with all of the requirements and restrictions relating to PNC Marks set forth on **Schedule A** to this **Exhibit F**, **Schedule B** to this **Exhibit F**, and any other such requirements and restrictions as may be communicated by PNC to University from time to time. All use, display and distribution of any PNC Marks shall inure to the benefit of PNC.

University shall not contest PNC's rights in the PNC Marks, nor assist, encourage, or induce another in such use or contest. University further agrees that neither it nor any person or entity that it controls or is controlled by, shall assert any rights of ownership in the PNC Marks. The PNC Marks are licensed "as is" and PNC makes no representations or warranties of any kind with respect thereto. To the extent permitted by law, including, but not limited to, Ohio Revised Code Chapter 2743 and Section 3345.40, Section 9.86 and Section 9.27, University shall be responsible for any and all claims, actions, damages and expenses awarded by a court of competent jurisdiction, for the negligent acts and omissions of its officers and employees engaged in the scope of their employment and arising under this Agreement, except to the extent such claim, action, damages and/or expenses result from the negligence, gross negligence or willful misconduct of PNC Bank. Nothing herein shall be construed as a waiver of the sovereign immunity of University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

University acknowledges that University's breach of this Agreement may cause PNC irreparable injury for which it would not have an adequate remedy at law. Notwithstanding any other provision of this Agreement, in the event of a breach of this Agreement, PNC shall be entitled to seek immediate injunctive relief in addition to any other remedies it may have at law or in equity.

2.2. PNC Content. PNC shall create, copy, and provide content and layout for use by University on University Web Site and University Digital Screens ("PNC Content"), using University Marks (if applicable). University agrees that it will comply with all of the requirements and restrictions related to PNC Content set forth on **Schedule A** to this **Exhibit F**, **Schedule B** to this **Exhibit F**, and any other such requirements and restrictions as may be communicated by PNC to University from time to time.

2.3 Third Party Licenses. University shall not sublicense or transfer its rights in the PNC Marks and PNC Content to any third party or intranet hosting provider (collectively "Third Party") without the prior written consent of PNC. Third Parties to which PNC has consented shall be listed on **Schedule D** to this **Exhibit F**. PNC's consent to any transfer or sublicense of University's license rights under this Agreement to a Third Party shall not relieve University of any of University's duties or obligations hereunder. To the extent permitted by law, including, but not limited to, Ohio Revised Code Chapter 2743 and Section 3345.40, Section 9.86 and Section 9.27, University shall be responsible for any and all claims, actions, damages and expenses awarded by a court of competent jurisdiction, for the negligent acts and omissions of its officers

and employees engaged in the scope of their employment and arising under this Agreement, except to the extent such claim, action, damages and/or expenses result from the negligence, gross negligence or willful misconduct of PNC Bank. Nothing herein shall be construed as a waiver of the sovereign immunity of University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

2.4 University License. University grants to PNC a limited, nonexclusive, nontransferable, and revocable license to use University's name, marks, content, images, and logo ("University Marks"), as set forth on the attached **Schedule C** to this **Exhibit F**, or as otherwise permitted in writing by University, for the sole and limited purpose of customizing PNC Content for use on the University Web Site, University Digital Screens, and/or the PNC Web Site for University. PNC shall not alter or edit University Marks for use without University's prior written consent. University shall promptly notify PNC of any updates to University Marks.

3. Effect of Termination.

3.1 University agrees that upon receipt of written notice of termination from PNC, University will immediately remove any and all (1) Weblinks from the University Web Site to the PNC Web Site, (2) PNC Content and/or PNC Marks from the University Web Site, and (3) all PNC Content and PNC Marks from University Digital Screens. Upon the termination or expiration of this Agreement and the license granted hereunder, University shall have no further rights in PNC Marks or to display PNC Content, shall immediately discontinue use of the PNC Content and PNC Marks, unless otherwise agreed to by PNC in writing, shall take any and all reasonable actions requested by PNC for establishing that University has no rights in or to the PNC Marks, and shall not adopt in place of the PNC Marks, any word, expression, portions or combinations thereof, or foreign language equivalents that are confusingly similar thereto.

4. University Warranties. University represents and warrants that:

4.1 it has posted a Privacy Policy on its University Website and complies with all the terms of such Privacy Policy.

4.2 it shall only Weblink the specific PNC Web Site that PNC provides to University under this Agreement to University Web Site, and no other www.pnc.com URL.

4.3 it has all rights, licenses, and consents necessary to enter into the terms of this Agreement.

5. PNC Warranties. PNC represents and warrants that:

5.1 it is the owner of or has all necessary rights to the PNC Marks.

5.2 it has posted a Privacy Policy on its PNC Website and complies with all the terms of such Privacy Policy.

SCHEDULE A
TO "EXHIBIT F"
PNC BANK MARKS

1. The PNC Marks that are licensed under the terms of this Web Linking Agreement for use on the University Web Site or University Digital Screens are:

PNC Logo, "PNC" bank name in text form, "pnc.com", "PNC WorkPlace Banking®"

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

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

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

   c. Use original reproduction artwork supplied as a .jpg or .eps file, never create your own PNC logo, or alter the original in any way;

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

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

   f. When using "PNC WorkPlace Banking":

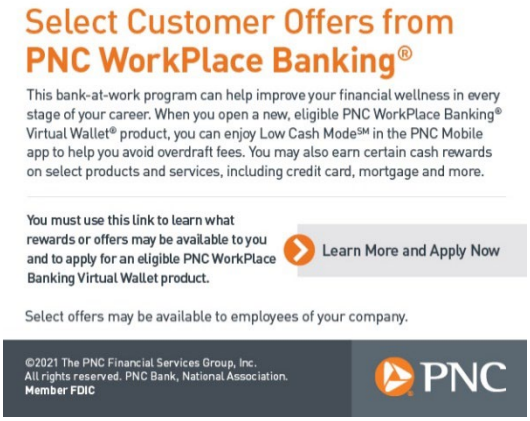
      i. Use a registered mark "®" in first use; and
      ii. List the following disclosure: PNC WorkPlace Banking is a registered service mark of The PNC Financial Services Group, Inc.

SCHEDULE B
TO EXHIBIT "F"

PNC Bank Content for Employee and Workplace Applications

1. The PNC Content may be displayed on University Web Site or internally at University's facilities on University Digital Screens via one of the following options:

   a. Option 1, one page: generalized summary to be placed on single page viewed by employees, such as an employee discount page on the University Intranet Web Site. PNC Content and PNC Marks are required to be used with no edits; layout is suggested but not required.



   b. Option 2, two pages: Page A contains a generalized summary to be placed on single page viewed by employees, such as an employee discount page on the University Intranet Web Site; Page B contains more detailed program and financial wellness information to be housed on the University Intranet Web Site on a separate page. PNC Content and PNC Marks are required to be used with no edits; layout is suggested but not required.

Page A

Select Customer Offers from PNC WorkPlace Banking®

This bank-at-work program can help improve your financial wellness in every stage of your career. When you open a new, eligible PNC WorkPlace Banking® Virtual Wallet® product, you can enjoy Low Cash Mode℠ in the PNC Mobile app to help you avoid overdraft fees. You may also earn certain cash rewards on select products and services, including credit card, mortgage and more. **Learn More**

You must use this link to learn what rewards or offers may be available to you and to apply for an eligible PNC WorkPlace Banking Virtual Wallet product.

Apply Now

Select offers may be available to employees of your company.

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Member FDIC

PNC

Page B

YOU WORK HARD.
BANKING SHOULD
BE EASY.

Take financial benefits to a new level with financial wellness and money management tools.

You must use this link to learn what rewards or offers may be available to you and to apply for an eligible PNC WorkPlace Banking® Virtual Wallet® product.

Learn More and Apply Now

Select Employee Offers Available through PNC WorkPlace Banking®

PNC Virtual Wallet includes money management tools that provide a digital banking experience to keep your money organized. Take control with easy-to-use interactive tools designed for you, no matter your career and life stage.

And now enjoy Low Cash Mode℠ in the PNC Mobile app to help you avoid overdraft fees.

Learn More and Apply Now

Focus on Your Financial Wellness

PNC is committed to supporting your financial well-being through timely topics that matter to you.

To view financial education articles, videos and more, visit **pnc.com/workplacewellness**.

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All rights reserved. PNC Bank, National Association.
Member FDIC

PNC

c. Option 3, University Digital Screen (DCN). Contains PNC WorkPlace Banking® general information.

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

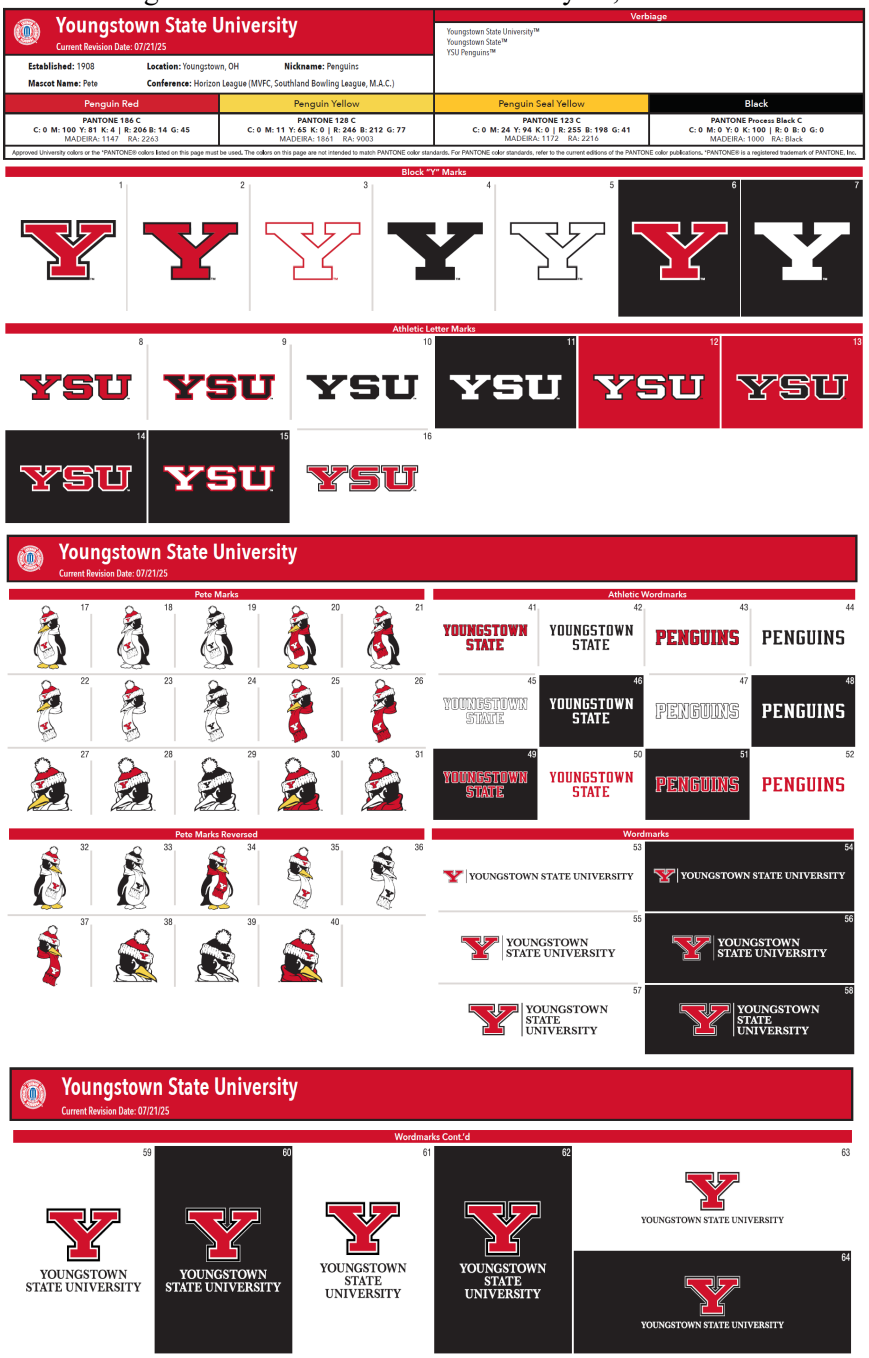
a. PNC must approve the “PNC” name being used.

b. When using the PNC Content, never alter (such as by changing the case, words or order), delete (such as deleting words or sentences), or add (such as adding words or sentences) language

c. If using the suggested layout, use original reproduction artwork supplied as a .jpg or .esp file. If resizing, ensure the length to width ratio remains intact.

SCHEDULE C
TO EXHIBIT "F"
UNIVERSITY MARKS

The University marks, logos and other graphics that are licensed under the terms of the University Banking Services Agreement effective as of January 1, 2026 between PNC Bank and University are:



SCHEDULE D
TO EXHIBIT "F"
Permitted Third Parties

EXHIBIT G

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("**CM Agreement**"), by and between Youngstown State University, an institution of higher education organized and operated under the laws of the State of Ohio ("**University**"), and PNC Bank, National Association, a national banking association ("**PNC Bank**"). This CM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "**Agreement**"). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

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

WHEREAS, the University has to comply with the Department of Education (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) "**Applicable Law**" shall mean all applicable federal, state and local laws, statutes, ordinances, regulations, rules and orders, including, without limitation, all applicable laws regarding data security and privacy.

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

(d) "**Customer Complaint**" shall mean when a PNC Bank customer, prospective customer or other user of PNC Bank's or University's products or services who is also a full or part time student of the University, expresses dissatisfaction with PNC Bank's products, services and/or business practices within the scope of the engagement between the PNC Bank and University, regardless of whether such dissatisfaction is expressed verbally, in writing or by

electronic or other means. Customer Complaints shall be handled according to the University policies.

(e) "**Direct Marketing**" shall mean: (i) the University communicating information directly to its students about the PNC Financial Account and how it may be opened; (ii) The PNC Financial Account or Access Device is cobranded with the institution's name, logo, mascot, or other affiliation and is marketed principally to students at the institution; or (iii) A card or tool that is provided to the student for institutional purposes, such as a student ID card, is validated, enabling the student to use the device to access a financial account.

(f) "**DoE Regulation**" shall mean the Department of Education Regulation for Cash Management, as amended from time to time (34 CFR 668).

(g) "**Effective Date**" shall mean the Effective Date of the Agreement.

(h) "**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.

(i) "**Financial Institution**" shall mean PNC Bank.

(j) "**PNC Financial Account**" shall mean any Financial Account offered by PNC Bank under the Agreement (which does not include credit cards).

(k) "**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.

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

2. **Student Choice**

(a) In accordance with the DoE Regulation, the University has established a process which includes multiple options for students to receive direct payments for Title IV program funds. Financial Institution does not provide any Title IV payment services on behalf of the University.

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

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

(c) The parties will use commercially reasonable efforts to ensure the PNC List satisfies the requirements regarding the format and content established by the Secretary of Education.

3. **Customer Complaints**

In the event that University has a direct relationship with or direct contact with PNC's customers during the term of this Agreement and the University receives a Customer Complaint about PNC that (i) the University is unable to resolve, or (ii) becomes public knowledge (e.g., media), or (iii) raises questions related to compliance with Applicable Law, University shall immediately notify PNC Bank and recommend to the customer that he/she report the complaint directly to PNC Bank.

4. **University DoE Regulation Compliance**

(a) Student Consent. The University is required to ensure that student consent has been obtained by the Financial Institution prior to opening a PNC Financial Account. The Financial Institution warrants that it complies with Applicable Law that governs the account opening process. Therefore, the Financial Institution always secures the student's consent prior to opening a PNC Financial Account. The Financial Institution has reviewed its account opening policy with the University and the University has concluded the student consent requirement is deemed satisfied.

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

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

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

(d) Compensation and PNC Financial Account Data

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

(ii) The University may also be required to disclose certain information regarding the number of students who had PNC Financial Accounts, the amount of fees incurred, at any time during the most recently completed

Award Year, by students who have PNC Financial Account(s), as a result of the Agreement, ("**PNC Financial Account Data**"). In addition, and in accordance with the effective date set forth in the DoE Regulation, the University shall provide the Secretary of Education with an up-to-date URL so this information can be published in a centralized database accessible to the public.

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

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

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

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

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

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

(a) The University agrees that, prior to terminating the Agreement under this Section 4(g)(ii), the University shall enter into a sixty (60) day discussion period with Financial Institution (the "Discussion Period"). During said Discussion Period, the University and Financial Institution shall review the findings of the DoE Cause for

Termination, to determine if it is inaccurate, non-conclusive, or if corrective action is necessary by the Financial Institution for those items deemed unsatisfactory by the Review 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.

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

5. **DoE Compliance Information**

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

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

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

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

(d) The Financial Institution shall provide to the University, in its reasonable discretion, all information requested under Section 5(a) of this Agreement to assist University with its DoE Regulation Compliance. PNC Bank currently employs a notice letter in the form attached to this CM Agreement as **Schedule A** to supply such information, though it reserves the right to revise or replace this form in its discretion.

[SIGNATURE PAGE TO FOLLOW]

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

YOUNGSTOWN STATE UNIVERSITY

By: E-SIGNED by Neal McNally on 2026-01-15 21:37:29 GMT

Name: Neal McNally

Title: Vice President, Finance and Business Operations

Date: January 15, 2026

PNC BANK, NATIONAL ASSOCIATION

By: E-SIGNED by Nichole Hagan on 2026-01-16 12:33:59 GMT

Name: Nichole Hagan

Title: Senior Vice President

Date: January 16, 2026

SCHEDULE "A"
TO EXHIBIT "G"

TEMPLATE OF ANNUAL MEAN, MEDIAN AND CONSIDERATION COMMUNICATION

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

xx,xx,xxxx
[ADDRESS]

Dear XXXX:

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

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

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

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

On September 7, 2016, the DOE issued Dear Colleague letter GEN 16-16, entitled "Institutional Reporting of Fee Information under the New Cash Management Regulations" (the "Letter"). A copy of the Letter can be found here https://fsapartners.ed.gov/knowledge-center/library/dear-colleague-letters/2016-09-07/institutional-reporting-fee-information-under-new-cash-management-regulations. In the Letter, the DOE presents "guidance to institutions and financial account providers about complying with new provisions requiring institutions to publicly disclose information about the costs incurred by students who elect to use a financial account offered under a Tier One or Tier Two arrangement." The DOE provides the following three (3) specific methods institutions may choose to use for calculating the requested cost disclosure information shown

above in #2:

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

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

The fourth method, described in the Letter, though not specifically enumerated, expressly permits institutions to use a method already available from their bank. We believe that the account coding process long employed by PNC Bank qualifies as an acceptable method.

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

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

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

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

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

Sincerely,

NICHOLE HAGAN
Senior Vice President
PNC University Banking