

MEDIATION SETTLEMENT AGREEMENT AND RELEASE

This Mediation Settlement Agreement and Release (“Agreement”) is entered into by and between SCOTT BLANKS and MARCO SALSICCIA (collectively referred to as the “Claimants”) represented by DISABILITY RIGHTS ADVOCATES (hereafter “DRA” or “Claimants’ Counsel”), SAN FRANCISCO FEDERAL CREDIT UNION (hereafter “Credit Union”) and Q2 SOFTWARE, INC., individually the foregoing are referred to as a “Party” and collectively referred to as the “Parties” and is effective as of July 27, 2016 (the “Effective Date”). This Agreement memorializes the promises and agreements reached by the Parties during and after a mediation on June 14, 2016 before Judge David Garcia (Ret.) of JAMS.

SECTION 1 - BACKGROUND

1.1 Credit Union is a non-profit corporation chartered as a federal credit union under the laws of the United States and its headquarters is in San Francisco, California. Individuals who live, work, attend school or worship in San Francisco and San Mateo Counties are eligible to become members of Credit Union. Credit Union owns and operates www.sanfranciscofcu.com and related domains, which are available through web browsers on the Internet to desktop computers, laptops, mobile devices, tablets, and other similar devices. Q2 Software, Inc., a Delaware corporation (“Q2”), provides services and software to Credit Union which include key functions related to its website and certain online banking services and related mobile applications.

1.2 Mr. Blanks works in San Francisco and is eligible to join Credit Union but is not a member, and Mr. Salsiccia lives in San Francisco and is a member of Credit Union. Mr. Blanks and Mr. Salsiccia are blind and use screen reader software to access websites and online services.

1.3 On December 18, 2015, DRA transmitted a letter to Credit Union expressing concerns that the Credit Union’s Website, www.sanfranciscofcu.com, and online banking services contain barriers that prevent full and equal use by blind persons, including Claimants, in violation of state and federal law and in said letter and in subsequent communications indicated that if Credit Union did not comply with DRA’s demand to commit to a remedial plan, that DRA would proceed with formal legal action including but not limited to a class action lawsuit.

1.4 DRA recognizes that Credit Union has taken steps to incorporate accessibility to its branches located throughout San Francisco and is working collaboratively with Q2 and other third party vendors to remediate Web Accessibility (as defined herein) of www.sanfranciscofcu.com as well as its online banking services and mobile applications to meet a variety of requirements for individuals who are blind or have low vision.

1.5 To avoid uncertainty and the costs of potential litigation, the Parties have worked collaboratively to resolve all potential claims concerning the Web Accessibility of Credit Union’s website and online banking services to individuals who are blind or have low vision, including modifications to the current website. However, by entering into this Agreement, Credit Union is not admitting any wrongdoing or that it has violated Title III of the Americans with Disabilities Act of 1990, as amended, and its implementing regulations (“ADA”) or the California Unruh Act.

1.6 By this Agreement, which was entered into after mediation, the Parties intend to settle and fully release and dispose of any and all of Claimants' claims, demands, and causes of action, both known and unknown, arising out of, in connection with, or incidental to access of individuals who are blind or have low vision to Credit Union's websites and the online content available on or through the website, mobile and other related applications.

1.7 The Parties agree that it is in their best interests and in the public interest to voluntarily enter into this Agreement. The Parties have therefore agreed as follows:

SECTION 2 - DEFINITIONS

2.1 **Definitions.** Unless otherwise provided herein, technical terms used in this Agreement have the same meaning as provided in the Web Content Accessibility Guidelines ("WCAG") 2.0 (Dec. 11, 2008), published by the World Wide Web Consortium ("W3C"), available at www.w3.org/TR/WCAG/. In addition to any other defined terms herein, the Parties have adopted the following definitions for purposes of this Agreement.

2.1.1 "Assessment" means and refers to the Web Accessibility Consultant's initial testing and evaluation of online services and Website accessibility and conformance with WCAG 2.0 AA.

2.1.2 "Conformance" or "conform" have the meaning as used in WCAG 2.0.

2.1.3 "Credit Union Website" or "Website" means or refers to a public URL owned and operated by Credit Union and identified as www.sanfranciscofcu.com or online.sanfranciscofcu.com and collectively all web pages, features and online banking services within said domains and any subdomains which render on desktop computers, laptops, and mobile devices through web browsers or are related to such online services and available as mobile applications on mobile phones and similar devices. The Website contains informational content and application forms that any individual can access without login credentials, however, much of the content of the Website (including all online services and mobile applications) is available only to members of Credit Union who are required to log in and provide a password to obtain access. The Website is deemed not to include any third party content on third party webpages or third party websites that users can access through links on the Website which are not owned or operated by Credit Union unless Credit Union has also embedded code from said third party in the Credit Union Website. For this reason, while the links themselves contained on <https://www.sanfranciscofcu.com/relationship-rewards> and <http://sanfranciscofcu.cudlautosmart.com/> and other links that take users to third party websites or servers shall be part of the Credit Union Website, the third-party landing pages that provide informational content only are not considered part of the Credit Union Website for the purposes of this Agreement.

2.1.4 "Effective Date" means and refers to the date set forth above.

2.1.5 "Evaluation Report" or "Report" means and refers to the written report prepared by the Web Accessibility Consultant after conducting the Assessment outlining the evaluation and findings of the Assessment and recommendations for remediation, which Report was provided to Credit Union and DRA prior to the mediation.

2.1.6 “Monitoring Phase” means and refers to the twelve (12) month period following the end of the Remediation Phase. For clarity, the calendar day after the last day of the Remediation Phase pursuant to Section 2.1.8 shall be the first day of the Monitoring Phase.

2.1.7 “Released Claims” means and refers to those claims released pursuant to this Agreement, including but not limited to any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys’ fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence, including but not limited to, any claims of emotional distress, personal injury, bodily damage, restitution, or injunctive relief in any way relating to barriers that prevent full and equal use by Claimants of the Website, including www.sanfranciscofcu.com, online.sanfranciscofcu.com or Credit Union’s online services and mobile applications, under the Americans with Disabilities Act of 1990, the California Unruh Act or any other causes of action that could be stated.

2.1.8 “Remediation Phase” means and refers to the period of time beginning as of the start date set forth in the Remediation Timeline and ending upon the later of thirty (30) months or the date the Web Accessibility Consultant certifies to Credit Union and Claimants’ Counsel that the Credit Union Website, online banking services and mobile applications conform to the WCAG 2.0 AA Success Criteria.

2.1.9 “Remediation Plan” means and refers to the plan recommended by the Web Accessibility Consultant outlining what is necessary to achieve Web Accessibility for the Website and online banking services covered in the Evaluation Report and related mobile applications as well as other remediation commitments in Section 3.2.1(c) in this Agreement, all of which together constitute the Remediation Plan.

2.1.10 “Remediation Timeline” means and refers to the timeline agreed upon by the Parties that is included herein at Section 3.3.1, according to which Credit Union, Q2 and/or other vendors will complete the necessary work to achieve Web Accessibility for the Website, online banking services and mobile applications as set forth herein.

2.1.11 “Termination Date” means and refers to the last day of the Monitoring Period which will be deemed completed upon receipt of the Final Monitoring Report or, if necessary, Final Notice.

2.1.12 “WCAG 2.0 AA” means and refers to the WCAG 2.0, Level AA Success Criteria and also incorporates the WCAG 2.0 Level A Success Criteria and the draft WCAG guidelines for mobile applications. These draft guidelines are available on the W3C website at <https://w3c.github.io/Mobile-A11y-Extension/>. In the event that W3C issues official guidelines for mobile applications, they shall supplant and replace the draft referenced here.

2.1.13 “Web Accessibility” means and refers to the removal of barriers that prevent interaction with, or access to websites, online services and mobile applications, by people who are blind

or have low vision based on conformance with WCAG 2.0 to the Level A and Level AA Success Criteria and the draft WCAG guidelines for mobile applications.

2.1.14 “Web Accessibility Consultant” means and refers to Interactive Accessibility, a consultant, who is generally knowledgeable about accessible website development and online accessibility, Title III of the ADA and WCAG 2.0 AA. For clarity, this defined term also refers to any other independent consultant who is generally knowledgeable about accessible website development, online accessibility, Title III of the ADA and WCAG 2.0 AA.

SECTION 3 - WEBSITE ACCESSIBILITY CONFORMANCE AND MONITORING

3.1 Credit Union and Q2, respectively, shall ensure full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations provided by and through the Website for individuals who are blind or have low vision according to the following requirements.

3.2 Phase 1: Accessibility Assessment and Compliance with Title III of the ADA

3.2.1 Web Accessibility Consultant. Credit Union has hired Interactive Accessibility (“IA”), located in Sudbury, Massachusetts, as a Web Accessibility Consultant to review and test the Website and prepare recommendations for a Remediation Plan to bring the Website into conformance with WCAG 2.0 AA. For purposes of this Agreement, Q2, Claimants and DRA have each approved IA as the Web Accessibility Consultant.

(a) Other Web Accessibility Consultants. Should the need arise to hire a different Web Accessibility Consultant, Credit Union shall select another consultant (either an individual or entity) knowledgeable about and has experience in Web Accessibility, the WCAG 2.0, and screen reader software. Claimant’s counsel shall be notified of any change in the Web Accessibility Consultant and approve of any new Consultant provided, however, that such approval shall not be unreasonably withheld.

(b) Accessibility Consultant Assessment of the Website. The Web Accessibility Consultant completed an Assessment of the Credit Union Website’s accessibility and representative samples of online banking services for conformity with WCAG 2.0 AA. This Assessment began on or about April 28, 2016 and was completed on or about June 1, 2016.

(c) Remediation Plan. The completed Evaluation Report, which outlines the initial evaluation and findings of the Web Accessibility Consultant and recommendations to bring the Website and online banking services into conformance with WCAG 2.0 AA, has been provided to and approved by the Parties. In addition to the recommendations in the Evaluation Report, during the Remediation Phase, the Web Accessibility Consultant will conduct additional testing every four (4) months with the first such test to be completed by October 31, 2016 and provide further recommendations designed to cover all key elements of the Website (including all significant online banking services and related mobile applications). Subject to the Remediation Timeline and based on the Evaluation Report and subsequent testing by and recommendations of the Web Accessibility Consultant: (i) Credit Union commits that it will ensure that the Website and the online banking services which render through the Website and related mobile applications will conform to the WCAG 2.0 AA; and (ii) Q2 commits that it

will ensure that the portion of the Website for which it is responsible and all of the online banking services and related mobile applications that it provides to or operates on behalf of Credit Union will conform to the WCAG 2.0 AA. The recommendations in the Evaluation Report and Credit Union's and Q2's commitments in the preceding clause is deemed to constitute the Remediation Plan for purposes of this Agreement.

3.3 **Phase II: Remediation of the Credit Union Website.** Credit Union and Q2 will begin remediation of the Website immediately following the execution of this Agreement. Credit Union will also work with its other third party content vendors and commence remediation of online banking services and mobile applications provided by said third party content vendors on the basis set forth herein. Notwithstanding anything herein to the contrary, in connection with the Remediation Plan contemplated under this Agreement, nothing herein is intended to limit or restrict Credit Union's right to replace any third party product or service associated with its Website, online services or mobile applications with other products or services which either conform with WCAG 2.0 AA or which Credit Union believes can conform with WCAG 2.0 AA more quickly or efficiently than existing third party products or services. Further, Credit Union shall have the right at all times, in its sole discretion, to terminate any product or service if it concludes that such product or service cannot be brought into conformity with WCAG 2.0 AA on a basis acceptable to it.

3.3.1 **Remediation Timeline.** Credit Union commits to bring the Website, online banking services which render through the Website, and related mobile applications into conformity with the Remediation Plan by the various dates set forth for each of items (a)–(d) below. Q2 commits to bring those portions of the Website, online banking services and mobile applications for which it is responsible into conformity with the Remediation Plan by the end of the period set forth in each of items (a)–(d) below, commencing as of July 11, 2016:

- (a) Public-facing website: **Six (6) months.**
- (b) Online banking enrollment: **Eight (8) months.**
- (c) New member Application, consumer loan application and eStatements: **Eighteen (18) months.**
- (d) Online banking Phase I: Including navigation, content area and high contrast theme: **Eighteen (18) months.**
- (e) Online banking Phase II: Including any recommendations in the Evaluation Report and subsequent testing pursuant to section 3.2.1(c) relating to online banking, online services and mobile applications that haven't been remediated pursuant to items (a)-(d) above (including key functions such as login, home page, account details and transfers): **Thirty (30) months.**

For purposes of the above, if the last day of any of the remediation periods fall on a weekend or federal banking holiday, the last day of the applicable period shall be the first business day thereafter.

3.3.2 **Periodic Progress Reports.** During the Remediation Phase, Credit Union will provide Claimants' Counsel a brief progress report in letter format every four (4) months commencing as

of October 31, 2016 until the Web Accessibility Consultant confirms that the Remediation Plan is complete pursuant to Section 3.3.4. Each Periodic Progress Reports shall contain the following information:

- (a) Work that has been completed (since the last report),
- (b) Work that is anticipated to be completed (before the next report),
- (c) Problems or bugs that create nonconformance with WCAG 2.0 AA that Credit Union has encountered and whether they affect the Remediation Timeline or completion of the Remediation Plan,
- (d) The tentative date of completion of the Remediation Plan (but only if the timeline has changed from the date of the prior progress report),
- (e) A statement from the Web Accessibility Consultant regarding the results and recommendations of the periodic testing pursuant to section 3.2.1(c).

In the event any progress report provided pursuant to this Section 3.3.2 identified problems or bugs that create nonconformance with WCAG 2.0 AA in the Website, the online banking services or related mobile applications, the Parties agree that Credit Union and Q2, if applicable, will cause said problems or bugs to be remedied with the same level of priority (e.g., speed, resources used to remediate) as any other equivalent loss of function for individuals without disabilities.

3.3.3 Intermediate Notification. Credit Union or its counsel will send notice to Claimants' Counsel, pursuant to Section 7.6, upon the following events:

- (a) Credit Union begins testing remediated Q2 products.
- (b) Credit Union rolls out remediated Q2 products for public and/or member use.

3.3.4 Completion of Remediation. Remediation will be considered complete upon written confirmation from the Web Accessibility Consultant that the Remediation Phase has been completed. This written confirmation will be sent by Credit Union (or by Credit Union's counsel) to Q2 and Claimants' Counsel pursuant to Section 7.6.

3.3.5 Call Center Customer Assistance. By December 31, 2016, Credit Union shall train the customer service personnel at its local call center (which operates during regular business hours Monday – Friday, excluding banking holidays under federal or state law) to escalate calls from users with sight impairment disabilities who encounter difficulties using the Website, online banking services and mobile applications. Credit Union shall have trained sufficient personnel at its local call center to handle escalated calls during regular business hours (excluding banking holidays) to assist such calls from users with sight impairment disabilities by December 31, 2016 and by this date Credit Union shall have instituted reasonable procedures during regular business hours to promptly direct requests for assistance to such personnel.

3.3.6 Website Assistance for Individuals Using Screen Readers. On or before September 9, 2016 and for the duration of the Remediation Phase, Credit Union will prominently post a “tip sheet” developed by the Web Accessibility Consultant providing information to assist screen-reader users on an interim basis with accessing information on the Credit Union Website. The “tip sheet” shall include information on how to contact Customer Service Personnel and shall conform with WCAG 2.0 AA.

3.3.7 If at any point during the Remediation Phase it becomes apparent that the Remediation Timeline will not be met, the Parties will meet and confer, pursuant to Section 7.7.1, to determine what steps should be taken to ensure the Remediation Timeline will be met. If the Website is not in conformance with WCAG 2.0 AA by the applicable completion date included in the Remediation Timeline or if any other functions/categories in the Remediation Timeline have not been satisfied, the Parties will meet and confer, pursuant to Section 7.7.1, to determine how much work remains to be done and whether Credit Union should engage a different vendor(s) or take other steps to complete the Remediation Plan. Should the Parties be unable to agree as to the steps to be taken, the Parties shall enter the dispute resolution process pursuant to Section 7.7.

3.4 **Phase III: Monitoring Remediation and Continued Web Accessibility.**

3.4.1 Testing. Once the Web Accessibility Consultant engaged by Credit Union determines that the Remediation Plan has been completed (Section 3.3.4), the Web Accessibility Consultant will continue to monitor the Website’s accessibility and online services which render through the Website and related mobile applications for twelve (12) months. Monitoring by the Web Accessibility Consultant shall be accomplished pursuant to WCAG 2.0 AA’s testing protocol.¹

3.4.2 Reporting. During the Monitoring Phase, the Web Accessibility Consultant shall issue an interim monitoring report (the “Interim Report”) six (6) months after the Monitoring Phase commences and a final monitoring report (the “Final Report”) providing written confirmation that the website continues to conform to WCAG 2.0 AA. The Interim Report and the Final Report shall include the following: (a) identification of all accessibility issues discovered through the testing by the Web Accessibility Consultant, (b) recommendations for remediating identified barriers, (c) a timeline for bringing each identified issue into conformity with WCAG 2.0 AA, and (d) identification of all significant accessibility issues resolved during the aforesaid testing periods.

3.4.3 Completion of Monitoring Phase. If the Final Report confirms that no accessibility issues have been discovered in connection with the Web Accessibility Consultant’s monitoring pursuant to Section 3.4.1, the Monitoring Phase shall be deemed completed without further action of the Parties. If any accessibility issues are identified by the Web Accessibility Consultant during the Monitoring Phase, Credit Union and Q2, if applicable, shall remediate any such issues based on conformity with WCAG 2.0 AA Success Criteria and the Monitoring Period shall continue until such issues have been remediated. During this time, the Credit Union will provide brief ongoing update(s) regarding satisfaction of the timelines for the issues identified pursuant to subsections 3.4.2(a) and

¹ WCAG’s 2.0 AA testing protocol is described at: <https://www.w3.org/TR/WCAG-EM/>.

3.4.2(c), above, which will be provided at least every six (6) months during this phase starting from the last day of the Monitoring Phase until such time as such issues have been remediated. Credit Union shall notify Claimants' Counsel promptly after any such accessibility issues have been brought into conformance with WCAG 2.0 AA (the "Final Notice"). Upon receipt of such Final Notice, the Monitoring Phase shall be deemed completed without further action of the Parties.

3.5 New Third Party Contracts. For the Term of the Agreement, Credit Union shall notify Claimants' Counsel, pursuant to Section 7.6, promptly after it contracts with a new third party vendor whose product will not be in conformance with WCAG 2.0 AA prior to the completion of the applicable period in the Remediation Timeline, and shall include an explanation of Credit Union's efforts to find an accessible vendor and/or include an accessibility clause in the contract.

3.6 Term of the Agreement. The term of this Agreement and the obligations hereunder shall end twelve (12) months following the Web Accessibility Consultant's written confirmation that the Website conforms with WCAG 2.0 AA (Section 3.3.4) on the basis contemplated hereunder if the Final Report shows that no accessibility issues have been discovered during the Monitoring Phase (Section 3.4.3) or upon receipt of the Final Notice referenced in Section 3.4.3, if applicable (referred to herein as the "Termination Date").

3.7 Changes in Applicable Accessibility Standards. If there is a significant change to federal, state, or local law or a court order that requires a change to the remediation described in this Agreement, Credit Union and Q2 will notify Claimants' Counsel and the Parties will, in good faith, make reasonable and appropriate changes. Notice will be sent in accordance with Section 7.6.

SECTION 4 - RELEASE TERMS AND WARRANTIES

4.1 Release of Claims. In consideration for the promises made above, and except for the obligations of Credit Union and Q2 contained in this Agreement, and the provisions, terms, covenants, and promises contained in this Agreement, Claimants, and each of their heirs, executors, successors, assigns, administrators, agents, and representatives hereby fully, finally, and forever releases, acquits, and discharges, and agrees not to file a lawsuit or take other legal or administrative action against, Credit Union, Q2 or any of their respective present, former, or future successors, assigns, officers, directors, administrators, executors, employees, affiliates, attorneys, and each of them (hereinafter "Released Party"), from any and all Released Claims, liabilities, obligations, demands, and actions that he/they could have brought at any time from the Effective Date of this Agreement and through the Termination Date against the Released Party concerning, without limitation, access to the Credit Union Website or online banking services and mobile applications by individuals who are blind or have low vision. It is the intent of the Parties that the Agreement and this release of claims will be broadly construed for the purpose of carrying out the intentions of the Parties. The terms and conditions of the Agreement shall survive the foregoing release.

4.2 Release of Unknown Claims. For the purpose of implementing a full and complete release, Claimants expressly acknowledge that the release given in this Agreement is intended to include, without limitation, claims which they do not know or suspect to exist in their favor at the time of the Effective Date of this release and through the Termination Date, regardless of whether the knowledge of

such claims, or the facts upon which they might be based would have affected the settlement of this matter; and that the consideration given under this Agreement was also for the release of those claims and contemplates the extinguishment of any such unknown claims. Claimants expressly waive any right or benefit available to them through the Termination Date in any capacity under the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO ALL CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4.3 Full and Knowing Waiver. Each Party consulted with an attorney of its choice and executed this Agreement with a complete understanding of its legal effect. The Parties understand that executing this Agreement expressly waives all of the aforementioned rights and binds them to the terms of this Agreement.

4.4 Substantial Alteration to the Credit Union Website, Online Services and Related Mobile Applications. Notwithstanding Section 3, if Credit Union (or Q2, as applicable) elects to substantially alter the Website, its online banking services or related mobile applications during the Term of the Agreement, Credit Union and Q2 shall take reasonable steps to notify Claimants' Counsel in a timely manner. If Claimants object to Credit Union's or Q2's changes within thirty (30) days of receiving notice, then the Parties shall attempt to resolve the dispute through the dispute resolution procedures set forth in Section 7.7 herein. Then, after notifying Credit Union and Q2 of Claimants' concerns with any change and participating in good faith in the full resolution process contemplated under Section 7.7, Claimants may pursue claims and remedies that they may have under state and federal disability access laws that relate directly to the modified Website, online banking services or mobile applications.

4.5 Capacity of the Parties. The Parties warrant that each has the full power, capacity, and authority to enter into this Agreement, and that no claim, right, demand, action, or cause of action was assigned to an entity who is not a party to this Agreement.

4.6 Binding on Parties. The Parties warrant that if the facts upon which this Agreement is based are found to be different from the facts now believed to be true, this Agreement will remain binding and effective. The Parties expressly accept and assume the risk of the possibility that differences exist and agree that this Agreement shall remain binding and effective.

4.7 Voluntary Action by Parties. The Parties enter into this Agreement knowingly and voluntarily, in order to avoid the expense of litigation.

SECTION 5 - ATTORNEYS' FEES AND COSTS.

5.1 Credit Union and Q2 agree to jointly pay a total of \$100,000.00 to DRA representing attorneys' fees and costs to Claimants' Counsel for its work on this matter through the Effective Date. This amount includes \$1,050.00 for the cost of a preliminary expert assessment of the Credit Union Website. Every twelve (12) months after the Effective Date, Credit Union and Q2 agree, upon

submission by DRA of summary timesheets using an agreed upon blended hourly rate of \$450.00, to pay a total of up to an additional ten thousand dollars (\$10,000) per twelve (12) month period in reasonable attorneys' fees and costs to Claimants' Counsel for its work on this matter during the Remediation Phase and Monitoring Phase of this Agreement. For clarity, the parties acknowledge that the maximum \$10,000 per each twelve month period referenced above will not necessarily be applicable to disputes under section 7.7. If the Termination Date occurs less than twelve (12) months after the prior twelve month period, the annual dollar amount referenced above shall be pro-rated based on the actual number of days divided by 360.

SECTION 6 - SETTLEMENT/MEDIATION PRIVILEGED COMMUNICATIONS

6.1 The Parties and their attorneys agree that all information discussed or exchanged during the negotiations related to or contemplated by this Agreement, including but not limited to the Assessment and Report and all progress reports and other information exchanged by the Parties during the term of this Agreement, shall be treated as confidential settlement communications and/or subject to the mediation privilege.

6.2 Notwithstanding anything in the above paragraph of this Section 6, the Parties agree that this Agreement shall be public.

SECTION 7 - GENERAL PROVISIONS

7.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the Parties with respect to the subject matters discussed herein, and supersedes all prior or contemporaneous discussions, communications, or agreements, expressed or implied, written or oral, by or between the Parties. This Agreement cannot be amended without the written and signed approval of all Parties.

7.2 Headings. The section headings in this Agreement are for the Parties' convenience and shall not be deemed a part of the various terms and provisions of this Agreement, nor used to limit the construction thereof.

7.3 Governing Law. This Agreement shall be governed and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California; provided, however, that to the extent that federal law expressly applies to any specific issue or question, federal law shall be applicable to said issue or question.

7.4 Binding on Successors. The provisions of the Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs, executors, administrators, parent entities, subsidiaries, and affiliates of the respective Parties.

7.5 Waiver; Severability. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provisions hereof and no waiver shall be effective unless made in writing. The paragraphs and provisions of this Agreement are severable. In the event that any provision of this Agreement shall be determined to

be illegal or otherwise unenforceable, such provision shall be severed and the balance of the Agreement shall continue in full force and effect.

7.6 Notices. Any notice or communication provided under this Agreement shall be made in writing and shall be delivered or sent by registered or certified mail or overnight courier to the addresses below or to such other addresses as may be specified in writing by any Party.

7.6.1 To Claimants or Claimants' Counsel:

Meredith J. Weaver
Disability Rights Advocates
2001 Center Street, Fourth Floor
Berkeley, CA 94704

7.6.2 To Credit Union:

Steven Stapp, President and CEO
San Francisco Federal Credit Union
770 Golden Gate Ave.
San Francisco, CA 94102

With a copy to:

Jonathan M. Cohen
Joseph & Cohen, Professional Corporation
1855 Market Street
San Francisco, CA 94013

7.6.3 To Q2:

Barry Benton, SVP and General Counsel
Q2 Software, Inc.
13785 Research Blvd., Suite 150
Austin, Texas 78750

7.7 Dispute Resolution. Any dispute or disagreement between the Parties related to this Agreement and any enforcement of this Agreement shall be resolved according to the following procedure:

7.7.1 Meet and Confer. Prior to bringing any action, suit or proceeding in connection with any dispute or disagreement arising out of this Agreement or to enforce this Agreement, the concerned Party shall notify the other Party or Parties in accordance with Section 7.6 of this Agreement. Within fourteen (14) business days from notification of any such dispute or disagreement, the Parties shall meet and confer in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution mutually satisfactory to the Parties. All such communications pursuant to this paragraph are confidential and shall be treated as compromise and settlement negotiations for purposes of the relevant rules of evidence.

7.7.2 Mediation. If the Parties are unable to resolve the dispute or disagreement in good faith through the meet and confer process within thirty (30) calendar days after the notice referred to in paragraph 7.7.1 has been delivered, Credit Union, Q2, Claimants and/or Claimants' Counsel shall bring the dispute or disagreement to a mutually acceptable JAMS mediator in San Francisco (who shall be a retired California or federal judge). If the Parties cannot mutually agree on a mediator within ten (10) business days, then JAMS shall prepare a list of five randomly chosen retired California or federal judges from its roster of neutrals and counsel for the Credit Union and Claimants' Counsel shall each have the right to strike two names from the list to determine the neutral to mediate the dispute or disagreement. The cost of any further mediation will be advanced equally by the Parties. As a part of any resolution in mediation, the parties will reach a determination regarding reasonable attorneys' fees and costs in conjunction with such mediated resolution. All offers, promises, conduct, reports, statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediators or any employees of the mediators, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

7.7.3 Arbitration. If the Parties are unable to resolve the dispute or disagreement through mediation, the Parties agree that any and all disputes, claims or disagreements, including interpretations or enforcement under or pursuant to this Agreement (collectively, "Dispute") shall be resolved exclusively by means of final and binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. In any arbitration action between the Parties, California law shall apply, the arbitration shall be held in San Francisco, CA and the arbitration will be heard by one neutral arbitrator mutually acceptable to the Parties, who must be a retired federal or California judge. If the Parties are unable to mutually agree upon an arbitrator within thirty (30) days, JAMS shall have the power and authority to appoint a neutral retired federal or California judge who has not previously served as a mediator between the Parties as the arbitrator and the Parties agree to cooperate with JAMS and each other in so selecting the arbitrator. The arbitrator and not a court or a jury will decide the Dispute. The arbitrator shall be directed to (A) require all testimony to be transcribed (unless mutually waived by the Parties), (B) require any award or decision to be accompanied by findings of fact and a statement of reasons for such award or decision, and (C) allow reasonable discovery. Reasonable attorneys' fees and costs for work done in conjunction with the arbitration, including the fees of JAMS as well as in any subsequent proceeding to enforce the arbitration award, will be awarded to the prevailing party or parties in accordance with applicable law. Except as otherwise required by law, the Parties agree that the arbitration procedure will be confidential, all conduct, statements, promises, offers, reports, views and opinions, oral or written, made during the arbitration by either Party or their agent, employee or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the arbitration will be maintained by the Parties and their respective agents, employees and attorneys as confidential at all times.

7.7.4 The Parties shall equally split the fees and costs of the arbitrator; however, the prevailing party or parties in any such proceeding shall be entitled to recover reasonable attorney's fees and costs, including the fees of JAMS, in accordance with applicable law, in addition to any other legal or equitable relief or award determined by the arbitrator in connection with said proceeding. Any final

decision or relief rendered by the arbitrator may be enforced by a Party in the United States District Court for the Northern District of California or any California State Court sitting in San Francisco, California. The Parties each agree to submit to the exclusive jurisdiction of the United States District Court for the Northern District of California or any California State Court sitting in San Francisco, California to enforce any relief or award rendered by the arbitrator.

7.8 Press Release. The Parties agree that upon entering into this Agreement, they will in good faith discuss and agree on a mutually acceptable press release (the “Press Release”) and Credit Union, Q2 and DRA, or any of them, will be entitled to make said mutually acceptable Press Release public through usual and customary media channels. The information expressly set forth in the Press Release may be shared with the disability community, the credit union and financial services industry, legal and media outlets but all other information otherwise confidential pursuant to this Agreement shall remain strictly confidential during the term of this Agreement and thereafter. Subject to the Parties having mutually approved the form and content of the Press Release, the Parties agree that this Agreement may be attached to and accompany the Press Release when the Press Release is made public.

7.9 Counterparts. This Agreement may be executed in one or more counterparts, and authentic facsimile signatures or electronic signatures shall be deemed to be original signatures for all purposes. All executed counterparts, and each of them, shall be deemed to be one and the same instrument.

[The remainder of this page has intentionally been left blank]

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have executed this Agreement in San Francisco, California as of the Effective Date:

CLAIMANTS

/s/ Scott Blanks
Scott Blanks
Claimant

/s/ Marco Salsiccia
Marco Salsiccia
Claimant

SAN FRANCISCO FEDERAL CREDIT UNION

By: /s/ Steven Stapp
Steven Stapp
President and CEO

Q2 SOFTWARE, INC.

By: /s/ Barry Benton
Barry G. Benton
Senior VP and General Counsel

APPROVED AS TO FORM as of the Effective Date:

DISABILITY RIGHTS ADVOCATES

By: /s/ Mary-Lee Smith
MARY-LEE KIMBER SMITH
Counsel for Claimants

JOSEPH & COHEN, Professional Corporation

By: /s/ Jon Joseph
JONATHAN D. JOSEPH
Counsel for San Francisco Federal Credit Union