

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ___ day of November, 2002 ("Effective Date") by and between the following parties: Bay State Council of the Blind, Sight Loss Services, Bob Hachey, Amy E. Hasbrouck, Cynthia Ice, Brian Langlois, Margaret Mason, Rhonda Mencey, Phyllis Mitchell, Guy Zuccarello (hereinafter "the Claimants"), and Sovereign Bank (hereinafter "Sovereign") for the purposes and on the terms specified herein and operates in conjunction with the Confidential Addendum to this Agreement.

RECITALS

This Agreement is based on the following facts:

- A. Each of the individual Claimants is an individual who is blind or vision-impaired and who currently has, had, or would like to have one or more bank accounts with Sovereign or would like to use Sovereign Automated Teller Machines ("ATMs") via a network system. Each of the individual Claimants is an individual with a disability within the meaning of Section 3(2) of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, 12102(2) ("ADA") and the Title III regulations implementing the ADA contained in 28 C.F.R. § 36.101 et seq. ("ADA Regulations").
- B. Bay State Council of the Blind and Sight Loss Services are not-for-profit organizations that advocate for and provide services to Persons with Vision Impairments in Massachusetts. Among the members of these organizations and those on whose behalf they advocate and provide services are many Persons with Vision Impairments who hold bank accounts with Sovereign or who hold or held bank accounts with other banks and would like to utilize Sovereign ATMs to access those accounts.
- C. Sovereign has branches or ATMs in Massachusetts, Connecticut, Rhode Island, New Hampshire, New Jersey, Delaware and Pennsylvania. A component of Sovereign's retail banking business consists of a network of ATMs that provide a variety of banking services. In addition, Sovereign provides information and services through its web site and printed material to its customers and potential customers.
- D. A dispute has arisen between Claimants and Sovereign concerning whether Sovereign provides Claimants and other Persons with Vision Impairments with legally required access to its printed materials, web site, and ATMs (the "Dispute").
- E. The parties enter into this Agreement in order to resolve the Dispute and to avoid the burden, expense, and risk of potential litigation. In entering into this

Agreement, Sovereign does not admit, and specifically denies, that it has violated or failed to comply with any provisions of the ADA, any applicable laws of any state relating to accessibility for persons with disabilities to public accommodations, any regulations or guidelines promulgated pursuant to those statutes, or any other applicable laws, regulations, or legal requirements. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Sovereign of any such violation or failure to comply with any applicable law. This Agreement and its terms and provisions shall not be offered or received as evidence for any purpose whatsoever against Sovereign in any action or proceeding, other than a proceeding to enforce the terms of this Agreement.

NOW, THEREFORE, the parties hereby agree to the following provisions:

1. Definitions.

As used only in this Agreement, the following terms shall be as defined below:

1.1

Americans with Disabilities Act or ADA means the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 et seq., and the Title III implementing regulations, 28 C.F.R., Part 36, including Appendix A, the Standards for Accessible Design (hereinafter “Standards”).

1.2

Automated Teller Machine Location or ATM Location means a street address where one or more Sovereign ATMs are located. If a single street address is a large public facility (such as an airport, stadium, shopping mall, or multistory office building) and has Sovereign ATMs in more than one area, each area containing a Sovereign ATM that is not reasonably proximate to the other such areas of the facility constitutes an ATM Location.

1.3

Sovereign Automated Teller Machine or Sovereign ATM means, for the purpose of this Agreement, a self-service, card-accessed electronic information processing device that dispenses cash and that is owned, leased or operated by Sovereign, and is installed in public locations for the primary purpose of conducting certain financial or other transactions directly through the device. Excluded from this definition are devices that only accept merchant deposit bags or supply change.

1.4

Sovereign Talking ATM means a Sovereign ATM that enables Persons with Vision Impairments to independently access all Functions on the ATM that are available to sighted persons and that are required to be accessible pursuant to the terms of this Agreement. A Sovereign Talking ATM has the following features: (1) provides speech output with volume control; (2) has Tactilely Discernible Controls, as defined in Section 1.9 of this Agreement; (3) reasonably ensures the privacy of the audible output of information; (4) provides a comparable degree of privacy of user input as is provided to sighted users; (5) allows the user to review

- and correct entries without canceling the entire transaction to the same extent that sighted users of the ATM can so review and correct entries for the particular transaction; (6) provides audible transaction prompts to enable completion of each Function required to be accessible pursuant to this Agreement; (7) provides audible operating instructions and orientation to machine layout; (8) allows the user to interrupt audible instructions; (9) repeats audible instructions; and (10) provides audible verifications for all inputs, except that entry of the personal identification number need not be verified audibly with numbers. When the method for ensuring privacy is an earphone, the earphone jack will be placed in an easily locatable position and will be a standard, 3.5-millimeter size.
- 1.5 Sovereign Telephone Customer Service means the toll-free telephone banking customer service that Sovereign provides to its consumers for conducting banking transactions and obtaining information about accounts, products and services from Sovereign.
- 1.6 Counsel means The Disability Law Center, Inc., the Law Office of Elaine B. Feingold, and the attorneys respectively practicing law therein.
- 1.7 Function means a task or transaction that an ATM is capable of performing. Examples of ATM Functions available on Sovereign ATMs as of the Effective Date include the ability to dispense cash, accept deposits, provide account balance information, and transfer money between multiple accounts.
- 1.8 Persons with Vision Impairments means persons who have a physical or mental impairment that substantially limits them in the major life activity of seeing within the meaning of the ADA and applicable state law.
- 1.9 Tactilely Discernible Controls means operating mechanisms used in conjunction with speech output that can be located and operated by feel. When a numeric keypad is part of the Tactilely Discernible Controls used on a Sovereign Talking ATM, all Function keys will be mapped to the numeric keypad and the numeric keypad will have an “echo” effect such that the user’s numeric entries are repeated in voice form, except for the entry of a personal identification number.

2. Duration and Geographic Scope of Agreement.

This Agreement shall apply to Sovereign’s ATMs, web site, and printed materials, all to the extent identified in this Agreement, wherever Sovereign does business in the United States or its territories. The terms of this Agreement shall remain in effect from the Effective Date to six months after completion of the Rollout described in Section 3.3 below unless extended by agreement of the parties.

3. Talking ATMs.

3.1 Development and Testing of Sovereign Talking ATMs.

3.1.1 Following the Effective Date, in conjunction with its ATM vendors, Sovereign will continue developing and testing Sovereign Talking ATMs. The Sovereign Talking ATMs that will be developed and tested will provide at a Sovereign ATM Location Persons with Vision Impairments independent access to the following Functions, to the extent that such Functions are available to sighted persons at such Sovereign ATM Location: (i) transfers between a user's accounts; (ii) deposits to a user's accounts; (iii) cash withdrawals from a user's accounts; (iv) account balance for a user's accounts; and (v) cash withdrawals from a user's Sovereign credit card accounts when the ATM is accessed through the user's credit card; (vi) any other function available to sighted persons at such Sovereign ATM Location; provided, however, that Sovereign shall not be required to provide any Function that is not required by the provisions of the proposed guidelines issued by the Architectural and Transportation Barriers Compliance Board on April 2, 2002 or as finally approved by the Department of Justice.

3.1.2 During the Development and Testing phase, Sovereign personnel will be available, on reasonable notice, to meet with representatives of Claimants at least once every sixty (60) days to demonstrate and report on the progress of these efforts and to elicit input regarding the operation, usability and flow of the Talking ATM. Sovereign shall consider in good faith all written comments given by Counsel regarding the demonstration and report, provided that such comments and suggestions are consistent with this Agreement and the ADA, and provided further that such comments are communicated by Counsel in writing on behalf of all parties and representatives within fifteen (15) business days after the demonstration or meeting which gives rise to the comments. Within fifteen (15) business days after receipt of any such comments, Sovereign shall provide Counsel with a specific response in writing regarding Sovereign's position on each such comment.

3.2 Pilot Project of Sovereign Talking ATMs.

At the conclusion of the Development and Testing phase, in accordance with the following schedule, Sovereign will conduct a Pilot Project of Sovereign Talking ATMs. The Pilot Project will consist of the deployment of thirty (30) Talking ATMs at Sovereign ATM Locations in Massachusetts and Pennsylvania by no later than January 24, 2003.

3.2.1 Selection of Locations: All Sovereign ATM Locations where Sovereign Talking ATMs are to be deployed during the Pilot Project have been mutually agreed upon by the parties.

3.2.2 Meeting with Claimants: During the Sovereign Talking ATM Pilot Project, Sovereign personnel will be available, on reasonable notice, to meet with representatives of Claimants at least once every sixty (60) days to report on the progress of the Pilot Project and to elicit input regarding the operation, usability and flow of the Talking ATM. Sovereign shall consider in good faith all written comments given by Counsel regarding the subjects discussed at the meeting, provided that such comments and suggestions are consistent with this Agreement and the ADA, and provided further that such comments are communicated by Counsel in writing on behalf of all parties and representatives within fifteen (15) business days after the demonstration or meeting which gives rise to the

comments. Within fifteen (15) business days after receipt of any such comments, Sovereign shall provide Counsel with a specific response in writing regarding Sovereign's position on each such comment.

3.3 Sovereign Talking ATM Rollout.

3.3.1 After the Pilot Project, Sovereign will begin the Sovereign Talking ATM Rollout ("Rollout"). During the Rollout, Sovereign will deploy one Sovereign Talking ATM at Sovereign ATM Locations in accordance with the following schedule:

ATM Rollout Dates/Location Schedule

ATM Rollout Dates/Location Schedule

Date (No Later Than)	Number/Percentage of Total Sovereign Bank ATM Locations with a Talking ATM
By June 30, 2003	100
By December 31, 2003	200 (cumulative)
By June 30, 2004	400 (cumulative)
By December 31, 2004	600 (cumulative)
By June 30, 2005	100% of all Locations

3.3.2 Selection of Rollout Locations: All Sovereign ATM Locations at which Sovereign Talking ATMs are scheduled to be placed during 2003 will be mutually agreed to and selected by the parties from a list of locations provided by Sovereign. Location suggestions provided in a timely manner by Claimants after this period will be considered in good faith by Sovereign. Talking ATMs will be placed in at least the following states during the first twelve (12) months of the Rollout: Massachusetts and Pennsylvania.

3.3.3 Locations with Different Types of Sovereign ATMs: Whenever a Sovereign ATM Location has multiple Sovereign ATMs, the Sovereign Talking ATM at that Location shall have all the Functions available at that Location, except as otherwise provided in Section 3.1.1. In addition, whenever a Sovereign ATM Location has multiple ATMs with varying hours of operation, the Sovereign Talking ATM shall have the same hours of operation as the ATM with the longest hours of operation. If the ATM with the longest hours of operation is a drive-up location, Sovereign will notify Claimants in writing prior to installing a Talking ATM at that location and the parties will jointly agree as to which ATM should become the Sovereign Talking ATM at that ATM location.

3.4 Newly Purchased ATMs:

Following completion of the Pilot Project, each ATM purchased by Sovereign from an ATM manufacturer will be installed as a Sovereign Talking ATM unless there is already a Sovereign Talking ATM at the location where the newly purchased ATM is to be installed. Sovereign will use its best efforts to install any newly purchased ATM at a Sovereign ATM Location that has not yet been

equipped with a Talking ATM pursuant to either the Pilot Program set forth in Section 3.2 or the Rollout adopted pursuant to Section 3.3.

3.5 ATMs acquired from other institutions:

This Section applies whenever, during the term of this Agreement, Sovereign acquires, in one transaction, in excess of ten (10) ATM Locations that contain ATMs that have already been deployed by another financial institution or other ATM provider (hereafter referred to as a Bulk ATM Acquisition). Within sixty (60) days after a Bulk ATM Acquisition, Sovereign will notify Claimants in writing, stating the number of ATMs acquired, the manufacturer and model number of each ATM, the address at which the ATM is installed, and the name of the financial institution or other ATM provider from whom the machines were acquired. Within thirty (30) days from receipt of this notice, the parties will meet and confer regarding whether Sovereign Talking ATMs will be installed at locations that are included in the Bulk ATM Acquisition and, if so, the schedule for installing Sovereign Talking ATMs at the ATM Locations that are included in the Bulk ATM Acquisition. In the event the parties are unable to reach agreement regarding such installation, such issue shall not be subject to the procedures of Section 7.

3.6 Subsequently Relinquished ATM Locations.

If Sovereign ceases to own, operate or lease an ATM Location after the Effective Date, that ATM Location shall no longer be subject to this Agreement as of the date upon which Sovereign ceases to own, operate or lease the ATM Location, unless the ATM Location is relinquished to a parent or successor of Sovereign itself, in which case the ATM Location remains subject to this Agreement.

3.7 Provisions Regarding Particular Functions on Talking ATMs:

If at any time during the term of this Agreement, Sovereign reasonably concludes that there is a Function that will be offered to sighted customers on a Sovereign ATM at a particular Sovereign ATM Location, other than the Functions set forth in Section 3.1.1, that cannot be made part of a Sovereign Talking ATM at such Location, Sovereign will notify Claimants in writing, providing written documentation from all applicable vendors or other explanatory material supporting its conclusions. At Claimants' request, made in writing within fifteen (15) days after receiving Sovereign's written notification, Sovereign will arrange for a meeting to be held with Claimants, Sovereign and, if applicable, the appropriate ATM vendors regarding any Function that is the subject of the written notice.

3.8 Public Comments Regarding Sovereign Talking ATMs:

During the Pilot Project and Rollout, Sovereign will accept input from Persons with Vision Impairments regarding the use and operation of the Sovereign Talking ATMs. To the extent such input is received by means of (i) electronic communications from Persons with Vision Impairments through Sovereign's web site, (ii) in person communication at a Sovereign branch, or (iii) telephone communications from Persons with Vision Impairments through the Sovereign Telephone Customer Service, Sovereign will record such input on standard forms created by Sovereign. Such relevant information shall be provided to Claimants upon request, subject to the condition that Sovereign will not provide information

subject to any restrictions relating to rights of privacy or confidentiality or any other statutory or regulatory restrictions on Sovereign. In the event Claimants seek information that Sovereign contends is subject to such rights, a determination made by the regulatory agency involved will be controlling. In no event will such issue be subject to the procedures of Section 7.

3.9 Provision of Information to Claimants.

3.9.1 During the Sovereign Talking ATM Pilot and Rollout, Sovereign will notify Claimants' Counsel in writing or electronically of the address of each Sovereign Talking ATM. Such notification will occur within one week of the date on which the Sovereign Talking ATM is installed.

3.9.2 Twice annually during the pendency of this Agreement, beginning six months after the commencement of the Pilot Project, Sovereign will provide to Counsel in writing or electronically the following information (if applicable during the reporting period) about the Pilot and Sovereign Talking ATM Rollout Programs:

3.9.2(a) the number and street address of any Sovereign ATM Locations that were not Sovereign ATM Locations as of the Effective Date,

3.9.2(b) the number and street address of any Subsequently Relinquished Sovereign ATM Locations,

3.9.2(c) the number of ATMs purchased from an ATM vendor during the reporting period and the street address of the Sovereign ATM Location where such machines were installed,

3.9.2(d) a list of any New Functions on Sovereign ATMs that were not on Sovereign ATMs as of the Effective Date,

3.9.2(e) a copy of all Talking ATM Installation Checklists, as described in Section 6.2.4, for every Sovereign ATM Location at which a Sovereign Talking ATM was installed during the reporting period, and

3.9.2(f) comments received from the public pursuant to Section 3.9.

3.9.3 Within fifteen (15) days of receiving the information required pursuant to Section 3.9.2 above, Claimants may request additional information reasonably related to implementation of this Agreement. Within thirty (30) days of Claimants' request, Sovereign shall provide such information to Claimants or state objections to same in writing. Claimants shall grant any reasonable request from Sovereign for an extension of time to do the same.

3.10 Visual and Tactile Signage and Braille Labeling.

3.10.1 Each Sovereign Talking ATM installed pursuant to this Agreement shall have a sign that identifies the machine as a Talking ATM. Any text in that identifying portion of the sign shall be in large print and Braille. Any non-text symbol on the sign shall be tactile. To the extent there is sufficient space on the face of the machine without altering existing layout or signage, each Non-Talking ATM at Talking ATM locations shall have a sign in Braille and large print stating that there is a Talking ATM at that location.

3.10.2 All Sovereign Talking ATMs installed pursuant to this Agreement shall have Braille labels identifying the following components: all keys, the earphone jack, deposit slot, card slot, cash dispenser and receipt dispenser.

3.11 Availability of Private Listening Devices.

Sovereign will use provide listening devices necessary to utilize any Sovereign Talking ATM at no charge to Persons with Vision Impairments. Sovereign will use its best efforts to provide such devices in a timely manner upon request.

3.12 Maintenance of Talking ATMs.

Sovereign will maintain its Talking ATMs in operable working condition, consistent with its prevailing service standards for ATMs generally at locations containing a single ATM.

4. Web Accessibility.

4.1

Sovereign will design and generate each page of its personal banking web site (www.sovereignbank.com) so that it substantially complies with Priority 1 and Priority 2 of the Web Content Accessibility Guidelines found at www.w3c.org (hereinafter Guidelines) by June 30, 2002, except that Sovereign's online banking service, referred to as NetBanking as of the Effective Date, will substantially comply with the Guidelines by December 31, 2004.

4.2

The parties recognize the certain pages of www.sovereignbank.com are provided solely by a third party vendor and are not written or under the actual control of Sovereign (hereafter, "Third Party Content"). As to those pages, Sovereign's obligations under this Settlement Agreement are limited to the following:

4.2.1 Third Party Content will be tested for compliance with the Guidelines. In cases where Third Party Content does not comply with the Guidelines, Sovereign will request in writing that the vendor responsible for that Third Party Content make the changes necessary to make that Third Party Content so comply.

4.2.2 Sovereign will include compliance with the Guidelines as one of its criteria in all requests for proposals and other procurement documents and vendor contracts related to the Sovereign web site issued on or after the Effective Date. Sovereign will use reasonable efforts to identify and select vendors whose products or services comply with the Guidelines.

4.3

Semi-annually during the term of this Agreement, beginning December 31, 2002, Sovereign will report to Claimants regarding progress made toward compliance with Section 4.1 and 4.2. All questions regarding such report that are provided by Claimants in writing within fifteen (15) business days of receipt of the report shall be answered by Sovereign in writing fifteen (15) business days thereafter.

5. Auxiliary Aids and Services for Printed Material.

5.1 Provision of Auxiliary Aids and Services for Printed Material.

5.1.1 Sovereign will develop and provide to Counsel a draft of an effective policy for providing auxiliary aids and services to Persons with Vision Impairments. Counsel shall provide Sovereign with comments thereon within fifteen (15) days of receipt. Sovereign shall consider and incorporate the substance of all such written comments and suggestions that Counsel give pursuant to this Section that

are consistent with the ADA and this Agreement. No later than December 31, 2002, Sovereign will implement the policy. That policy will include, at a minimum, the following components:

5.1.1(a) Production of the following frequently used documents in one or more alternative formats: personal deposit account agreements, personal deposit account fee schedules, personal banking brochures, and new personal account opening materials, which will be generally available upon request to Persons with Visual Impairments at all Sovereign branch offices or through the Sovereign Telephone Customer Service. Alternative formats will include Braille, audiocassette, diskette or other electronic format, and large print, as appropriate. In addition, Sovereign will make these documents accessible through its web site within six months days from the Effective Date. Sovereign will provide upon request sample documents in Braille, audiocassette, diskette or other electronic format, and large print formats, such samples to be made available at the branch or by mail directly to the requestor.

5.1.1(b) An effective procedure whereby Persons with Vision Impairments may request and Sovereign will provide bank statements for personal accounts in alternative formats, including Braille, audio cassette, diskette or other electronic format, and large print.

5.1.1(c) An effective procedure whereby Persons with Vision Impairments can request, and Sovereign will provide, in alternative format (Braille, audio cassette, diskette or other electronic format, and large print) or some other effective form of communication, other documents that Sovereign provides to its sighted customers in connection with consumer products and services; provided, however, that Sovereign Bank shall not be required under this Agreement to provide in alternative format any documents used in a residential mortgage transaction. Sovereign will comply with requests for documents in an alternative format within fifteen (15) business days of the date of the request.

5.2 No Charge for Auxiliary Aids and Services.

The Auxiliary Aids and Services Policy shall state that Sovereign will not impose any fees or charges on Persons with Vision Impairments for providing any Auxiliary Aids or Services pursuant to this Agreement. This shall not preclude Sovereign from applying to Persons with Vision Impairments any of its regular customer or transaction fees or charges.

5.3 Fee Waivers.

In the event that Sovereign implements a live teller assistance fee, it will waive such fees for Persons with Vision Impairments who request such a waiver.

5.4 Raised Line Checks.

Sovereign will provide raised line checks for demand deposit and negotiable order of withdrawal accounts to Persons with Vision Impairments who so request, at a cost not to exceed the cost of the most comparable basic checks.

5.5 Limitation on Remedies.

A breach of Section 5 shall occur only where Claimants can establish that Sovereign has engaged in a pattern or practice of non-compliance with Section 5. The parties agree that the fact that a Person with Vision Impairment is dissatisfied with a particular Auxiliary Aid or Service offered by Sovereign shall not

necessarily constitute a breach of this Agreement. No breach of contract claims related to Sovereign's provision of Auxiliary Aids and Services under this Agreement may be maintained by persons who are not parties to this Agreement.

5.6 Record-Keeping and Reporting.

To the extent requests, complaints or compliments are received through Sovereign's website or Telephone Customer Service, Sovereign will have in place procedures designed to record requests for Auxiliary Aids and Services, the Bank's response to each such request, and complaints and compliments about Sovereign's provision of Auxiliary Aids and Services on a form designed for this purpose. During the term of this Agreement, beginning six (6) months after the Effective Date, Sovereign will provide Claimants' Counsel with semi-annual reports describing and quantifying requests for Auxiliary Aids and Services recorded by such procedures, listed by banking material and type of Auxiliary Aid or Service requested, the timing and substance of Sovereign's response to each request; and summarizing complaints and compliments received by Sovereign concerning its provision of Auxiliary Aids and Services pursuant to this Agreement. If these reports indicate that there have been many requests for a particular document or documents in an alternative format, Sovereign will give good faith consideration to having copies of that document or documents in alternative formats at a central location or locations available for prompt delivery to a branch office. Information shall be provided to Claimants under this Section 5.6, subject to the condition that Sovereign will not provide information subject to any restrictions relating to rights of privacy or confidentiality or any other statutory or regulatory restrictions on Sovereign. In the event Claimants seek information that Sovereign contends is subject to such rights, a determination made by the regulatory agency involved will be controlling. In no event will such issue be subject to the procedures of Section 7.

5.7 Agreement Policies.

A summary of the policies and procedures created pursuant to this Agreement, including the Grievance Procedure created pursuant to Section 7.5, shall be available to the public in alternative formats.

6. Training of Sovereign Personnel.

6.1 Training Program and Materials.

Sovereign will develop a training program and train its Community Banking and Sovereign Telephone Customer Service employees who serve the public regarding the use and operation of Talking ATMs and the Auxiliary Aids and Services Policy. Such employees will be trained by January 31, 2003. Sovereign will provide Counsel with copies of training materials, and the principal components of its training plan, at least thirty (30) days prior to commencing the training required by this Agreement. Counsel shall provide Sovereign with comments thereon within fifteen (15) days of receipt. Sovereign shall consider the substance of all such written comments and suggestions that Claimants give pursuant to this Section.

6.2 Training Schedule.

6.2.1 By no later than December 31, 2002, Sovereign shall finalize the training program and shall commence training its Community Bank and call center team members who serve the public regarding implementation of the Auxiliary Aids and Services Policy. This training will cover Sovereign policies and practices relating to Persons with Vision Impairments, including implementation of the fee waiver described in Section 5.3.

6.2.2 New Sovereign Bank Community Banking and Sovereign Telephone Customer Service employees hired after December 31, 2002 who serve the public shall receive training regarding implementation of the Auxiliary Aids and Services Policy.

6.2.3 In connection with the deployment of a Talking ATM at a Sovereign ATM Location at a Community Banking Office, the team members other than tellers (tellers are known as Customer Service Representatives (“CSRs”)), at that Community Banking Office shall receive training regarding use, operation and location of Talking ATMs. In addition, team members at the call centers shall receive training regarding the use, operation and location of Talking ATMs consistent with the schedule and locations for installation of such Talking ATMs. The training shall include a requirement that a Talking ATM Installation Checklist be completed at each Community Banking Office at which a Talking ATM is installed no later than thirty (30) days after the Talking ATM is made available to the public. Within ninety (90) days of execution of this Agreement, Sovereign will provide Counsel with a draft Talking ATM Installation Checklist. The Checklist shall, at a minimum, have a place for every employee of the location at which the Talking ATM is installed to indicate that they (1) have used the machine with an earphone; (2) know how to order the earphones; and (3) know how to report malfunctions with the Talking ATM. Sovereign will consider in good faith all Counsel’s comments regarding the draft Checklist that are consistent with this Agreement and are provided in writing within fifteen (15) days of receipt of the draft Checklist. A final Checklist will be provided to Counsel by no later than thirty (30) days in advance of the date the first Talking ATM is deployed.

7. Procedures in the Event of Disputes.

7.1 Notice.

7.1.1 Notice of Non-Compliance. If at any time a party believes that the other party has not complied with any provision of this Agreement in any material respect, that party shall provide the other party with Notice of Non-Compliance containing the following information:

7.1.1(a) the alleged act of non-compliance;

7.1.1(b) a reference to the specific provision(s) of the Agreement that are involved;

7.1.1(c) a statement of the remedial action sought by the initiating party; and

7.1.1(d) a brief statement of the specific facts, circumstances and legal argument supporting the position of the initiating party.

7.2 Meet and Confer.

Within thirty (30) days of receipt of a Notice provided pursuant to Section 7.1, Claimants and Sovereign shall informally meet and confer and attempt to resolve the issues raised in the Notice.

7.3 Informal Discovery.

As part of the meet and confer process, the parties shall exchange relevant documents and/or other information in an attempt to resolve the issues raised in the Notice given pursuant to Section 7.1. Any disagreement about information to be provided shall be handled pursuant to the provisions of this section.

7.4 Submission to Binding Arbitration.

7.4.1 If the matters raised in a Notice provided pursuant to Section 7.1.1(a) or (b) herein are not resolved within thirty (30) days of the initial meet and confer required by Section 7.2, either party may submit the unresolved matters to binding arbitration to the extent set forth herein.

7.4.2 Arbitration shall be held before an arbitrator upon whom the parties agree, provided that the arbitrator/s are available to schedule a hearing on the matter within sixty (60) days of the submission to binding arbitration and to render a written decision on the matter within thirty (30) days of the last hearing date. If the named arbitrator is not available within the foregoing period and the Parties are unable to agree on an arbitrator or arbitrators, then the matter shall be submitted to tripartite arbitration. In this event, each party shall select a partisan arbitrator, and the two partisan arbitrators shall jointly select a neutral umpire. Failure of the partisan arbitrators to reach agreement on a neutral arbitrator shall result in a referral of the selection dispute to the American Arbitration Association.

7.4.3 Law Governing Interpretation and Application of Agreement.

7.4.3(a) The terms of this Agreement, and the provisions thereof, shall be interpreted and applied pursuant to the ADA, or where the ADA does not provide guidance, pursuant to the law of the state where the Talking ATM is located. The Parties further acknowledge that after the Effective Date, standards for access to banking services via the Internet, or the standards for the provision of Auxiliary Aids and Services, for Persons with Vision Impairments, which are different from Sovereign's obligations under this Agreement, may be established by applicable new laws or regulations. In the event of such a change, the Parties agree that where the new law or regulation imposes a less rigorous obligation than provided in this Agreement, Sovereign's compliance with the new law or regulation will constitute compliance with this Agreement, provided that Sovereign follows the procedures set forth in Section 7.4.4, below. Where the law or regulation imposes a more stringent obligation than provided in this Agreement, the Parties agree that: (1) the new obligation shall be incorporated as a term of this Agreement as soon as reasonably feasible after the mandatory effective date of the new obligation; and (2) no action by Sovereign which is permitted or required by such laws or regulations shall constitute a breach of this Agreement.

7.4.3(b) The parties acknowledge that at the time they conduct further negotiations regarding further deployment of Sovereign Talking ATMs, pursuant to Section 3.5, the law and standards for access to ATM services may have changed from the time when this Agreement was executed. The Parties agree that

those subsequent negotiations will be based upon the law existing at the time of the negotiations.

7.4.4 Modification Based on Change of Law or Regulations. If any party to this Agreement contends that there is a change in any applicable law or regulation which will necessitate a modification under Section 7.4.3, that party shall notify counsel for the other parties, in writing. The notification will include the way in which the party contends the Agreement should be modified as a result of the change in law or regulation. The proposed modification will become effective thirty (30) days after such notification unless counsel for the other parties object in writing to the proposed modification; provided, however, that no modification shall be effective before the mandatory compliance date of such statutory or regulatory amendment. In the event of disagreement between the parties over the appropriate modifications to this Agreement as contemplated by this Section, the parties shall meet and confer and shall work together in good faith to resolve the disagreement. Failure to reach agreement during such meet and confer shall be considered a dispute to be resolved pursuant to Section 7 of this Agreement.

7.5 Grievance Procedure:

Within thirty (30) days from the Effective Date, Sovereign shall establish a written grievance procedure whereby Persons with Vision Impairments can complain to Sovereign about any matter covered by this Agreement, including Sovereign Talking ATMs, Auxiliary Aids and Services, and web accessibility.

7.5.1 That procedure shall include at a minimum:

7.5.1 (a) an effective method of publicizing the grievance procedure in accessible formats;

7.5.1 (b) designation of an official responsible for handling grievances;

7.5.1 (c) a timeline for responding to grievances. All responses will be in writing and in an accessible format.

7.5.2 Beginning six months after the Effective Date, Sovereign will provide Claimants' Counsel with semi-annual reports listing the number of grievances received, the substance of each grievance, and the resolution of each grievance.

8. Notice or Communication to Parties.

Any notice or communication required or permitted to be given to the parties hereunder shall be given in writing by facsimile or e-mail and United States mail, addressed as follows:

To Claimants:

Stanley J. Eichner
Jane K. Alper
Disability Law Center, Inc.
11 Beacon Street, Suite 925
Boston, MA 02108
Fax No. 617.723.9125
[email omitted]

Elaine B. Feingold
Law Office of Elaine B. Feingold
1524 Scenic Avenue
Berkeley, CA 94708
Fax No. 510.548.5508
[email omitted]

To Sovereign:

Denise A. Gaudet
Vice President and Retail Group Counsel
Sovereign Bank
75 State Street
MA1 SST 04 01
Boston, Massachusetts 02109
Fax No. (617) 757-5657
[email omitted]

Paul R. Lewis
Stevens & Lee P.C.
1275 Drummers Lane, Suite 202
P.O. Box 236
Wayne, PA 19087-0236
Fax No. (610) 371-7979
[email omitted]

9. Publicity Regarding This Agreement and Its Components.

9.1 Information to Bank Customers Regarding Talking ATMs and the Auxiliary Aids and Services Policy.

9.1.1 Within thirty (30) days of the deployment of the first pilot Sovereign Talking ATM, Sovereign will provide information about the location of Sovereign Talking ATMs on the “ATM Locator” page of Sovereign’s website and through the Sovereign Telephone Customer Service. On or prior to implementation of the Auxiliary Aids and Services Policy, the website and Sovereign Telephone Customer Service shall also include information regarding the existence of the Policy and the method(s) by which Persons with Vision Impairments can request Auxiliary Aids and Services. To facilitate communication regarding services provided under this Agreement, Sovereign will establish a dedicated option on its main menu of the Sovereign Telephone Customer Service.

9.1.2 Sovereign shall provide Persons with Vision Impairments a summary of its Auxiliary Aids and Services Policy upon request made to branch staff or Telephone Customer Service agents or operators. The Auxiliary Aids and Services Policy shall be available in formats that provide effective communication to Persons with Vision Impairments.

9.2 Information Regarding Talking ATMs and the Auxiliary Aids and Services.

Twice annually for the two years following the Effective Date, Sovereign will distribute public service announcements to media and organizations serving Persons with Vision Impairments, in order to publicize the existence of Sovereign Talking ATMs and the Auxiliary Aids and Services Policy. Within sixty (60) days of the Effective Date, Claimants shall provide Sovereign with a list of media and organizations to which the announcement should be distributed. The content of the public service announcement shall be consistent with this Agreement and subject to Claimants' prior review.

9.3 Joint Press Release and Press Conference to Announce Installation of First Pilot Machine.

The parties will negotiate a joint press release, and will schedule a joint press conference to be issued and held as soon as practicable after the first pilot Talking ATMs are installed. If the parties cannot agree on the content of the joint press release, there shall be no joint or separate press conferences.

9.4 Modification in Writing.

No modification of this Agreement by the parties shall be effective unless it is in writing and signed by authorized representatives of all the parties hereto.

10. Release and Waiver.

In consideration of the mutual covenants contained herein, Claimants, for themselves, their legal successors and assigns, their executors, administrators, and personal representatives, and their past and present directors, managers, officers, agents, employees, members, successors and assigns respectively, do hereby each release and forever discharge Sovereign, its past and present directors, managers, officers, shareholders, agents, employees, attorneys, heirs, successors, and assigns, and each of them (collectively "Releasees"), from any and all claims, cross-claims or counterclaims, liens, demands, rights, causes of action, debts, obligations, contracts, expenses, damages and liabilities of any kind whatsoever, whether liquidated or unliquidated, whether at this time suspected, known or unknown, and whether anticipated or unanticipated (collectively, "Claims"), that Claimants have had in the past, now have, or may now have against Releasees for any acts or omissions occurring prior to the date of the Agreement. Claimants further release and discharge Releasees from any and all Claims they may have for any acts or omissions occurring during the pendency of the Agreement which concern the subject matter hereof, to the extent that such claims arise out of or relate to the adherence by Releasees to the terms of the Agreement; provided, however, Claimants do not release or discharge Releasees from any Claims that arise out of or relate to (1) the non-compliance by Releasees with the terms of the Agreement; (2) ATMs acquired from other institutions pursuant to section 3.5, provided that the meet and confer obligation set forth in that section has been completed and the parties have been unable to reach agreement; or (3) Functions covered by section 3.7 that are not part of a Sovereign Talking ATM, provided the procedures prescribed for that section have been completed.

11. Agreement Binding on Assigns and Successors.

This Agreement shall bind any assigns and successors of Sovereign and Claimants, but shall be limited to the affected Sovereign ATMs and Sovereign ATM Locations existing as of the effective date of any affected merger or acquisition of Sovereign, and to any web pages that were under Sovereign's control ten (10) days prior to such effective date. Counsel shall be notified in writing, within thirty (30) days after the merger or acquisition covered hereby, of the existence, name, address and telephone number of any assigns or successors of Sovereign.

12. Force Majeure.

The performance of Sovereign under this Agreement shall be excused during the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to any event reasonably beyond Sovereign's control, such as an act of God, strikes or lockouts. If Sovereign seeks to invoke this Section, it shall notify Counsel in writing as soon as reasonably possible, specifying the particular action that could not be performed and the specific reason for the non-performance. Counsel and Sovereign will thereafter meet and confer regarding an alternative schedule for completion of the action that could not be performed, or an alternative action. Any dispute regarding the applicability of this Section, or any future action to be taken, that remains after the meet and confer session will be handled as a dispute pursuant to Section 7 of this Agreement.

13. Integrated Agreement.

This Agreement and the Confidential Addendum executed concurrently herewith constitute the entire Agreement relating to the subject matters addressed therein.

14. Rules of Construction.

Each party and its legal counsel have reviewed and participated in the drafting of this Agreement; and any rule of construction to the effect that ambiguities are construed against the drafting party shall not apply in the interpretation or construction of this Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of the Agreement. The Recitals are integral to the construction and interpretation of this Agreement and are therefore incorporated into this Agreement in their entirety.

15. Triplicate Originals/Execution in Counterparts.

All parties shall sign three copies of this document and each such copy shall be considered an original. This document may be executed in counterparts.

- **SOVEREIGN BANK**
- **SIGHT LOSS SERVICES**
- **MARGARET MASON**
- **CYNTHIA ICE**
- **BRIAN LANGLOIS**
- **BAY STATE COUNCIL OF THE BLIND**
- **BOB HACHEY**
- **AMY E. HASBROUCK**
- **RHONDA MENCEY**
- **PHYLLIS MITCHELL**
- **GUY ZACARELLO**