

**Terms of Use for  
Schwab OpenView Workflow Library and  
Schwab OpenView MarketSquare**

These Terms of Use (“Terms”) supplement the SIT Web Site Terms and Conditions. To the extent of any conflict between these Terms and the SIT Web Site Terms and Conditions, these Terms shall govern.

Performance Technologies, Inc. doing business as Schwab Intelligent Technologies (“SIT”) makes the Schwab OpenView Workflow Library™ and the workflows and other information contained in it (collectively, the “Library”) and Schwab OpenView MarketSquare™ including information contained in it (collectively, “MarketSquare”) available to you, subject to the terms and conditions contained in these Terms. The Library and MarketSquare are together referred to in these Terms as the “Services.” In case of any direct conflict between these Terms and the SIT Web Site Terms and Conditions, these Terms shall govern. In continuing to use and access the Services, you agree to follow the Terms as they apply to you.

The Services are products of SIT made available to advisors that custody client assets with Schwab Advisor Services (“Advisors”). Schwab Advisor Services includes the custody, trading and support services of Charles Schwab & Co., Inc. (“CS&Co”), a registered broker-dealer and member SIPC. SIT provides the Services and other technology solutions to independent investment advisors, while CS&Co provides them and their clients with custody, trading and related support services. SIT and CS&Co are separate companies affiliated as subsidiaries of The Charles Schwab Corporation, but their products and services are independent from each other.

**Workflow Library.** The Library includes template workflows relating to, among other things, your use of customer relationship management (CRM) systems and other technology solutions provided to you by third parties and affiliates of SIT. Any reference in the Library to any third party should not be construed as any recommendation or endorsement of, or referral to such third party. The Library is provided for general information purposes only and is not tailored to your particular circumstances, practices and processes. You may need to tailor the workflows and related information to your circumstances. SIT cannot assure that the Library is complete or accurate. You, and not SIT or any of its affiliates, are solely responsible for your practices and processes and how you use the Library. SIT may, from time to time, update the Library, but it undertakes no duty to do so.

**MarketSquare.** Through MarketSquare, SIT makes available profiles of certain products and services of vendors (“Vendors”). SIT makes no representation or warranty

about the number of Vendors in MarketSquare, the participation of any particular Vendor, or the availability of the website

Vendors (other than Schwab Performance Technologies, an affiliate of SIT and CS&Co) are independent companies that are not affiliated with SIT or any of its affiliates. Their participation is not a recommendation or endorsement of, expression of an opinion about (favorable or unfavorable), or referral to, the Vendor or its products or services by SIT or any of its affiliates. Neither SIT nor any of its affiliates makes any representation or warranty about accuracy, completeness, timeliness or any other quality of the information furnished by any Vendor or other information provided through MarketSquare. You are solely responsible for evaluating, selecting, and purchasing products and services offered by Vendors.

You should understand that SIT and its affiliates may have other relationships with Vendors in addition to their participation in MarketSquare. These other relationships can include, without limitation, the Vendor's participation - in the Schwab OpenView Gateway™ and arrangements with Advisors through which SIT's affiliate Charles Schwab & Co., Inc. pays Vendors for products and services they provide to Advisors. None of these relationships alters that the Vendors' participation is not a recommendation or endorsement of, expression of an opinion about (favorable or unfavorable), or referral to, the Vendor or its products or services by SIT or any of its affiliates. Additional information about Schwab OpenView Gateway, Schwab Performance Technologies, and Charles Schwab & Co., Inc. is available on the Site.

THE SERVICES AND ANY SIT INTELLECTUAL PROPERTY ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," "WHERE IS," AND "WITH ALL FAULTS" BASIS. SIT DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SIT DOES NOT WARRANT THAT THE SERVICES OR ANY SIT INTELLECTUAL PROPERTY WILL FUNCTION AS DESCRIBED OR MEET YOUR BUSINESS NEEDS OR REQUIREMENTS, WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES, SITE-RELATED SERVICES, ANY MARKET INFORMATION, AND HYPERLINKED WEB SITES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SIT SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF SIT'S OBLIGATIONS HEREUNDER.

THE MAXIMUM LIABILITY OF SIT AND ITS AFFILIATES, SUPPLIERS AND LICENSORS FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) OF EVERY KIND ARISING OUT OF RELATING TO THE SERVICES WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

SIT may terminate the availability of either of the Services at any time. SIT will use commercially reasonable efforts to notify you in the event of termination. You acknowledge that SIT may revise these Terms at any time, and by your continued use of any of the Services you agree to be bound by future revisions. It is your responsibility to periodically visit the "Terms of Use" link on the Site to review the most current version of these Terms. You may use your browser to print copies of any updated Terms.