

Disclaimers and Limitations

The following disclaimers and limitations apply:

- Financial Engines (FE) and Ernst & Young (E&Y) are each solely responsible for their own services.
- We do not and cannot guarantee the future performance of your account, including your Investment Plan account or the value of your Pension Plan benefit. FE does not promise that investments it recommends will be profitable. These investments are subject to various market, currency, economic, political and business risks.
- E&Y does not guarantee the suitability or value of any investment information or strategy. E&Y is not responsible for advice or information you receive from anyone other than E&Y.
- At FE, we make investment recommendations only as to mutual funds and collective investment funds, not as to individual stocks. At E&Y, our services do not include recommendations of particular investments, although we will provide you with FE's recommendations and help you understand them.
- We do not select the funds available for investment under any plan or endorse any fund. The funds available under the Investment Plan are chosen by the FRS.
- We do not provide accounting, tax or legal advice.
- We do not and cannot guarantee the completeness, accuracy, sequencing or timeliness of the educational, news and financial market information that we obtain from others and make available to you or use in providing our services. We are not responsible for the content of any such third-party material. You agree that we will not be liable for any action or decision you take in reliance on that material. FE does not guarantee that the CHOICE SERVICE, ADVISOR SERVICE or any related content will be delivered to you uninterrupted, timely or error-free.
- We will not be liable to you for any loss that may be caused by our good faith decisions or actions following your instructions or those of any other person (for example, Aon Hewitt) who provides services for your account. All services are provided "as is," and we do not make any warranties of any

kind or nature, whether expressed or implied, including (without limitation) warranties of merchantability or fitness for a particular purpose or use. However, federal and state securities laws may impose liability under certain circumstances on persons who act in good faith. This Services Agreement does not waive or limit your rights under those laws.

- We will not be liable for any losses that may be caused directly or indirectly by circumstances beyond our reasonable control. In addition, neither we nor any of each of our affiliates, nor any of their partners, officers, directors, or employees, shall be liable for any errors of judgment, or for consequential, incidental, indirect, punitive or special damages in connection with providing services to you. In no event shall the liability of E&Y or any of its affiliates, nor any of their partners, officers, directors, or employees, to you exceed \$200.

Terms of This Services Agreement

- *Between You and FE* — The term of this Services Agreement begins when you use the CHOICE SERVICE or ADVISOR SERVICE and ends when you log off and cease your current use of the CHOICE SERVICE or ADVISOR SERVICE. It also begins when a facilitator uses one of the services on your behalf and ends when the facilitator logs off. A new Services Agreement with these same terms and conditions will begin at each new use and end at each logoff. FE may terminate this Services Agreement if you do not comply with its terms. You may terminate this Services Agreement for any reason without penalty at any time. After the term of this Services Agreement ends, FE will not have any obligation to make any recommendations or take any action for your account. However, the termination of this Services Agreement will not affect the validity of any action previously taken, liabilities or obligations for actions started before termination, terms and conditions of use of the Website or the provisions below in this Services Agreement concerning arbitration.
- *Between You and E&Y* — This Services Agreement becomes effective when you first use or seek the services of E&Y or when you otherwise agree to the terms of this Services Agreement. E&Y may terminate this Services Agreement if you do not comply with its terms. E&Y has no obligation to update any

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information given or recommendations made to you in light of economic developments, changes in circumstances, or any other reason after a particular consultation has ended. You agree not to assign this Services Agreement, and we agree not to assign this Services Agreement (within the meaning of the Investment Advisers Act of 1940, as amended) without your written consent.

- Here's how state and federal laws apply:
 - > Between You and FE — the laws of the State of California govern this Services Agreement.
 - > Between You and E&Y — the laws of the State of New York govern this Services Agreement.
 - > State law may be preempted by federal law and, in any such case, federal law will govern to the extent it preempts state law.

This Services Agreement will not be construed to be inconsistent with the Investment Advisers Act, any applicable rule or order of the SEC under the Investment Advisers Act, the Employee Retirement Income Security Act of 1974 ("ERISA"), or any applicable rule or order of the Department of Labor under ERISA.

If any provision in this Services Agreement is invalid or unenforceable, the remainder of the Services Agreement will continue in full force and effect. The failure to insist on strict compliance with this Services Agreement will not constitute a waiver of rights under the Services Agreement. FE may change this Services Agreement as it relates to FE, but only with prior notice to you.

Legal Documents

FE is registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940. This Services Agreement also incorporates FE's Disclosure Statement. The text of this Disclosure Statement is printed at the end of this Services Agreement and can be found on the FE website.

E&Y's services will be performed under the supervision of Ernst & Young Investment Advisors LLP ("EYIA"), an affiliate of E&Y that is also registered with the SEC under the Advisers Act.

EYIA's Form ADV Part 2A can be obtained at no cost by sending a written request to: National IAS Compliance Officer, c/o Ernst & Young Investment Advisors LLP, 200 Plaza Drive, Suite 2222, Secaucus, NJ 07094. EYIA is a Delaware limited-liability partnership. E&Y will notify you if EYIA's status changes during the time E&Y is providing services to you.

Arbitration

Between You and FE — If there is any dispute between you and FE about this Services Agreement or their services that cannot be resolved informally, you and FE agree to submit to non-binding mediation to resolve the dispute. The mediation will be conducted under JAMS/ENDISPUTE or the American Arbitration Association. FE will share the cost of mediation equally with you. If mediation does not resolve a dispute, you and FE agree to resolve the dispute through binding arbitration, governed by the rules of JAMS/ENDISPUTE or the American Arbitration Association.

Between You and E&Y — If you should have any kind of claim or dispute with E&Y about this Services Agreement or their services, these will be resolved in accordance with E&Y's Alternative Dispute Resolution Procedures as on file with the FRS. Under those Procedures, any disputes that are not settled by agreement will be resolved by binding arbitration. You may request a copy of the Procedures from the address shown in the "Legal Documents" paragraph above, or by requesting the Procedures from an E&Y partner or employee. Should you have a claim against E&Y, your recourse will be limited to the assets of E&Y; you will not be able to bring a claim against any E&Y partner.

Arbitration is final and binding. By agreeing to arbitration, you give up the right to resolve disputes in court, including the right to a jury trial, unless a waiver would violate applicable law.

For Further Information

You may review FE's privacy policy and ADV form (Securities and Exchange Commission registration form) which further describes FE, by visiting *MyFRS.com*. Scroll to the footer at the bottom of the page and click "Privacy, Security, & Terms of Use." You may also request a free copy of FE's Form ADV Part 2A&B, by writing to FE at:

Financial Engines Advisors L.L.C.
4742 North 24th Street, Suite 120
Phoenix, AZ 85016
Attention: Investor Support

You may review E&Y's privacy policy and ADV form (Securities and Exchange Commission registration form) which further describes E&Y, by visiting *MyFRS.com*. Scroll to the footer at the bottom of the page and click "Privacy, Security, & Terms of Use." You may also request a free copy of E&Y's Form ADV Part 2A by writing to E&Y at:

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