

SOA Mailing Licensing Agreement

This SOA Mailing Label Agreement (“Agreement”) governs Licensee’s use the Mailing Labels. If you do not agree to the terms of this Agreement, do not make use of the Mailing Labels.

1. Grant of Use.

The Society of Actuaries (“SOA”) reserves the right to determine which companies, individuals or groups will be permitted to purchase member mailing labels (“Mailing Labels”). Each such company, entity or group granted rights to use the Mailing Labels are herein referred to as a “Licensee.” Licensee must have no outstanding bills or invoices with SOA. Without limiting the foregoing, requests from a Licensee whose products or services are comparable to those provided by SOA will be considered on a case-by-case basis. Further SOA will not provide labels:

- requests from a Licensee that SOA perceives to be making false, deceptive or misleading claims or statements or engaged in deceptive marketing practices or techniques;
- to promote events, webcasts or other programs with topics similar to an SOA program and offered within a similar time period of that SOA program (time period is at the discretion of the SOA);
- to recruiters;
- for requests for proposals (RFPs); or
- based on ethnicity or other demographic information.

2. Limitations.

All requests for Mailing Labels must include a copy of the proposed mailing/final printer's proof along with a completed Mailing Labels Order Form with name, signature and title of official representative of Licensee, and payment in full. The Mailing Labels may only be used with the proposed mailing, without change, that has been submitted to SOA for review.

Mailing Label information is for one-time use only and may not be disclosed, duplicated, reproduced, retained, resold, reused or transferred to any computer file, database or any other electronic medium.

The Mailing Label information may not be used for solicitation purposes via telephone, fax, or e-mail by any nonSOA entity. The SOA does not release telephone numbers and e-mail addresses to any outside parties.

Licensee agrees that the SOA has the right to monitor use of the Mailing Labels and may do so by including seed names in the list. Licensee may not employ any method to detect “seeded” names or to eliminate seeds.

Licensee acknowledges that the Mailing Labels and their content are the sole and exclusive property of the SOA and constitutes valuable information and that Licensee has no license or

any other right, title or interest in the Mailing Labels and that no license or any other right, title or interest in the Mailing Labels, either express or implied, is being granted to Licensee by virtue of this Agreement, other than the right to use the single copy of the Mailing Labels provided to Licensee under this Agreement.

3. Disclaimers.

Licensee acknowledges that this Agreement is neither an endorsement nor approval of Licensee's proposed mailing or goods or services, and Licensee shall not make any statement or take any action which implies or states any such endorsement or approval.

The names, images and logos identifying SOA are proprietary marks of the SOA. No use, including reproduction or manipulation, of the names, images and logos in any mailing is permitted without prior approval from the SOA, unless there is an endorsement and/or co-sponsorship agreement currently in place that allows for such use.

The SOA makes no guarantee with regard to the accuracy, completeness or suitability of the information contained in Mailing Labels, and assumes no responsibility or liability for any direct, indirect, incidental, special, consequential or other damages arising out of any individual's use of, or reference to, this information.

Licensee shall indemnify, defend, release and hold harmless SOA, its directors, officers, employees and agents with respect to any claim, demand or cause of action of or initiated by a third party and all resultant loss, debt or liability, including reasonable attorney's fees due to or arising out of Licensee's (i) violations of the applicable laws; (ii) use of the Mailing Labels; and (iii) materials, products or goods mailed using the Mailing Labels.

4. General.

The mailing must be made within 90 days of receipt of the Mailing Labels. This Agreement will terminate on date of the mailing using the Mailing Labels or 100 days after this Agreement is accepted by Licensee, whichever comes first.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and communications between the parties concerning such subject matter, whether oral or written. Licensee may not assign or transfer the limited rights in this Agreement to any other party. This Agreement may be modified only by a writing signed by both parties.

This Agreement will be interpreted under the laws of the State of Illinois regardless of the place of its execution.