# Society of Actuaries' Professionalism Ready to Go Kit License Agreement

This Agreement ("Agreement") for the Society of Actuaries' Professionalism Ready to Go Kit ("R2GoKit") is made as of the date of purchase by and between the Society of Actuaries ("SOA"), an Illinois not for profit corporation, and the entity identified on the Order Form as customer ("Customer").

## **License Terms**

Customer is entitled to a non-exclusive, non-transferable license to use the R2GOKIT either (i) an unlimited number of times within a twenty-four hour period, or (ii) if the Customer has an official event during which the R2GOKIT will take place, the R2GOKIT may be used at a single location for three (3) days, subject to the terms and provisions of this Agreement. Customer is permitted to print copies of the Participant Guide for all in attendance, however, Customer may not otherwise copy or allow to be copied the R2GOKIT materials. The R2GOKIT is being licensed by Customer for its own use and not for rental, leasing, resale, sublicensing, distribution, or outsourcing. Only employees of the Customer, who agree not to share the R2GOKIT materials with third parties, are authorized to view and participate in the R2GOKIT.

## **Continuing Professional Development**

It is anticipated that the R2GOKIT will take three (3) to four (4) hours, and Customer's employees are entitled to professionalism CPD based on the actual length of the R2GOKIT. Customer's employees should consult the policies of their respective organizations for additional details on CPD credit.

## Ownership and Title

Title to the R2GOKIT, including all ownership rights to copyrights, trademarks, trade secrets, or other intellectual property therein or in connection therewith is the exclusive property of the SOA. Customer will not remove, alter or obscure any copyright notices or other proprietary notices displayed by or used by SOA in connection with or related to the R2GOKIT.

SOA trademarks and logos ("SOA Marks") are owned exclusively by the SOA. The SOA shall retain all rights, title and ownership interests in SOA Marks. Customer shall not (directly or indirectly) use any trademark or logo without the SOA's prior written permission.

#### Indemnification

You will indemnify, defend and hold harmless the SOA and its officers, directors, volunteers, and employees from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (including legal fees and expenses) arising out of or on account of (a) this license agreement or (b) any alternation of the R2GOKIT.