

## SPONSOR AND EXHIBITOR PROSPECTUS



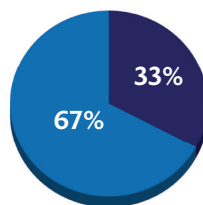
The COMSOL Conference gathers engineers and scientists from a broad spectrum of industries to advance the use of analysis and simulation software. Join us as industry leaders and forward-thinking simulation experts come together for the 15<sup>th</sup> annual conference.

As a sponsor, you have a valuable opportunity to connect with attendees throughout all three days of the conference. The exhibit is the focal point of the conference, where attendees visit exhibitor booths, check out posters, and enjoy coffee and refreshments. Sponsors will benefit from a variety of digital promotions delivering exposure to hundreds of thousands of simulation specialists worldwide. We are delighted to offer you this very special sponsorship opportunity to interact with the COMSOL community.

**Attendance:** We expect over 300 simulation specialists across a range of cross-disciplinary fields.

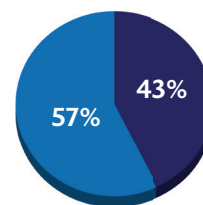
**Audience:** Researchers, scientists, physicists, and engineers from commercial, government, and academic organizations.

2018 Attendees



■ First-Time Attendees  
■ Returning Attendees

2018 Attendees Demographic



■ Commercial  
■ Academic



### What exhibitors have to say about the COMSOL Conference:

“It was the first time we exhibited and gave a workshop at the COMSOL Conference: not only it gave us the unique opportunity to have meaningful interactions which led to several opportunities and orders, but also to strengthen the market presence and awareness, as well as the relationship with a leading software company like COMSOL.”

– Alan Boffi, HP Switzerland

“The COMSOL Multiphysics® user conferences have been over more than a decade, our preferred way to keep in touch with the COMSOL community, to discuss and interact with the other users, potential new clients, as well as with all the COMSOL developers present. It is a unique occasion to get in touch with those writing the code, getting advice, learning about the latest updates, and get essential information about the new trends to come.”

– Ivar Kjelberg, CSEM SA

“Exhibiting at the COMSOL Conference puts us in direct contact with COMSOL users. It’s a great opportunity for us to meet with new potential customers of our multiphysics computational analysis and simulation services.”

– Kyle Koppenhoefer, AltaSim Technologies



## EXHIBITOR / SPONSOR OPPORTUNITIES

Sponsorship Opportunities	Exhibitor	Silver	Gold
Table (6 ft), chairs (2), electricity	✓	✓	✓
Sponsor logo at exhibitor entrance	✓	✓	✓
2 full conference registrations*	✓	✓	✓
4 full conference registrations*		✓	✓
6 full conference registrations*			✓
Logo in digital invitation		✓	✓
Logo on conference website linking to sponsor website		✓	✓
Logo and sponsor description on conference app		✓	✓
Preconference email to opt in registrants			✓
Ad in digital final program			✓
Sponsored workshop <i>Ability to collect workshop attendees on-site at event</i>			✓
Social media package <i>Includes 3 tweets and 1 LinkedIn post linking to sponsor website</i>			✓
<b>Early Bird Rate</b> (DEADLINE: MARCH 1, 2019)	<b>\$1,295</b>	<b>\$1,995</b>	<b>\$2,995</b>
<b>Secondary Rate</b>	<b>\$1,495</b>	<b>\$2,295</b>	<b>\$3,395</b>

\*Conference registrations can be used internally within organization or used for any customers you wish to invite.

\*\*Sponsorship of 2 or more conferences qualifies for a 15% discount.

Sponsorship Enhancement	Cost	Description
Workshop	\$995	<ul style="list-style-type: none"> <li>1-hour workshop in parallel to COMSOL minicourses</li> <li>Contact information of opt-in workshop attendees will be provided</li> <li>Listing in final program and on conference website</li> </ul>
Coffee break	\$995	<ul style="list-style-type: none"> <li>Sponsored company listed in program and on conference website</li> <li>Sign with company logo displayed by coffee in exhibition hall</li> </ul>
Breakfast	\$995	<ul style="list-style-type: none"> <li>Sponsored company listed in program and on conference website</li> <li>Sign with company logo displayed by breakfast in exhibition hall</li> </ul>
Panel Discussion	\$995	<ul style="list-style-type: none"> <li>Sponsored company listed in program and on conference website</li> <li>Sign with company logo displayed in panel discussion room</li> </ul>

Limited sponsorship enhancements available. Requests will be reviewed and confirmed.

## SPONSOR AND EXHIBITOR FORM

Apply for exhibition and sponsorship by filling out the form below. Fax to Lauren Sansone at (781) 273-6603, send to lauren.sansone@comsol.com, or mail to Attn: Lauren Sansone, COMSOL, Inc. 100 District Ave, Burlington, MA 01803.

*Please check where appropriate and fill in all fields.*

**Yes, I would like to sponsor the COMSOL Conference 2019 Boston on October 2–4.**

☐ Gold \$2,995 / \$3,395      ☐ Silver: \$1,995 / \$2,295      ☐ Exhibitor: \$1,295 / \$1,495

☐ Enhancements: \_\_\_\_\_

I am interested in sponsoring other conferences (15% OFF 2 OR MORE CONFERENCES): ☐ Europe ☐ India ☐ China

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip/Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### PAYMENT INFORMATION

☐ Payment is enclosed. (Make payable to COMSOL, Inc.)

☐ Please bill my credit card.

Cardholder's name: \_\_\_\_\_

Card #: \_\_\_\_\_ Exp. date: \_\_\_\_\_

Card type: \_\_\_\_\_ Security code: \_\_\_\_\_

Cardholder's signature: \_\_\_\_\_

☐ Please invoice me.

Upon receipt of this application, you will be contacted to confirm the details of your sponsorship.  
All benefits and participation are subject to the attached terms and conditions.

### FOR INTERNAL USE

COMSOL Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1. Definitions. As used herein, the following terms shall have the respective meanings set forth below:

1.1. "Agreement" shall mean these terms and conditions, General Exhibitor/ Sponsor Rules, and the Sponsor and Exhibitor Form.

1.2. "COMSOL" shall mean COMSOL, Inc., and each of its parents, subsidiaries, and affiliates, including, without limitation, COMSOL AB.

1.3. "Company Description" shall mean the text provided by Sponsor or Exhibitor to describe their business.

1.4. "COMSOL Marks" shall mean those marks listed on the COMSOL Trademark Guidelines found at [www.comsol.com/trademarks](http://www.comsol.com/trademarks) and any Conference branding provided by COMSOL to Exhibitor and/or Sponsor.

1.5. "Conference" shall mean the COMSOL Conference 2019 Boston.

1.6. "Contributed Materials" shall mean abstracts, presentations, and other materials submitted by Exhibitor or Sponsor to COMSOL in connection with the Conference, excluding Exhibitor/ Sponsor Marks and Exhibitor/ Sponsor Marketing Materials.

1.7. "Effective Date" shall mean the date that Exhibitor's exhibition request or Sponsor's sponsorship request is accepted by COMSOL as evidenced by countersignature from COMSOL on such Sponsor and Exhibitor Form or Sponsorship Proposal.

1.8. "Exhibitor" shall mean the party to whom an exhibition for the Conference is granted pursuant to an exhibition request accepted by COMSOL.

1.9. "Exhibitor/ Sponsor Marks" shall mean the Exhibitor or Sponsor name, trademark(s), logo(s) and tag line(s) in the form provided by Exhibitor or Sponsor to COMSOL for use under this Agreement; provided, however, that Sponsor, from time to time, may change the appearance and/or style of the Exhibitor/ Sponsor Marks.

1.10. "Exhibitor/ Sponsor Marketing Materials" shall mean all marketing materials promoting Exhibitor or Sponsor that are supplied to COMSOL for publication in connection with the Conference, or distributed, displayed, or otherwise published by Exhibitor or Sponsor, respectively, at the Conference, provided, however, that in no event shall Exhibitor/ Sponsor Marketing Materials include abstracts and/or presentations regarding Exhibitor's or Sponsor's use of COMSOL software.

1.11. "Sponsor" shall mean the party to whom

a sponsorship for the Conference is granted pursuant to a Sponsorship Request accepted by COMSOL.

1.12. "You" shall mean the Sponsor and/or Exhibitor signing the Sponsor and Exhibitor Form.

2. Eligibility. Your participation as an exhibitor and/ or sponsor of the Conference is subject to availability. COMSOL reserves the right to use its discretion in making exhibitor and sponsor selections at all times.

3. Sponsor / Exhibitor packages. All benefits provided to you are described in the Sponsor and Exhibitor Form next to the selected Exhibitor / Sponsor Opportunities. You shall have the right and ability to collect contact information from Conference attendees, subject to applicable laws. You are solely responsible for any collection and/or use of that information by you.

4. Relationship of Parties. The parties are independent contractors with respect to one another. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

5. Ownership/ License. COMSOL shall have exclusive control and authority over the Conference, including but not limited to planning, content, marketing and promotion of the Conference. COMSOL shall maintain full ownership of the intellectual property related to the Conference and you shall not acquire any property rights whatsoever in COMSOL Marks, trade names, or any other intellectual property rights.

You shall maintain full ownership of the intellectual property related to the Company Description. COMSOL shall be granted a nonexclusive, royalty-free, worldwide, license to use, copy, publicly display and prepare derivative works of the Company Description in hard copy or electronic form, to archive the Company Description and derivative works thereof, and to distribute the Company Description and derivative works thereof for the purpose of promoting your sponsorship of/ exhibition at the Conference.

Contributed Materials shall remain your property except that COMSOL shall be granted a nonexclusive, royalty-free, perpetual, worldwide, and unrestricted license to use, copy, publicly display, and prepare derivative works of the Contributed Materials, in whole or in part, and to distribute the Contributed Materials and derivative works thereof, in whole or in part, as part of the COMSOL Conference material. Such license includes the right to reproduce the Contributed Materials and

derivative works thereof in hard copy or electronic form, to archive the Contributed Materials and derivative works thereof, and to distribute the Contributed Materials and derivative works thereof in any manner. You shall retain all ownership rights to the copyrights in the Contributed Materials and there are no limits on your right to publish and distribute their Contributed Materials. COMSOL agrees to provide attribution for all Contributed Materials.

You shall maintain full ownership of the intellectual property related to the Exhibitor/ Sponsor Marks and Exhibitor/ Sponsor Marketing Materials. COMSOL shall be granted a nonexclusive, royalty-free, perpetual, worldwide, license to use, copy, publicly display the Exhibitor/ Sponsor Marks and Exhibitor/ Sponsor Marketing Materials in hard copy or electronic form, to archive the Exhibitor/ Sponsor Marks and Exhibitor/ Sponsor Marketing Materials and to distribute the Exhibitor/ Sponsor Marks and Exhibitor/ Sponsor Marketing Materials for the purpose of promoting Sponsor's sponsorship of/ Exhibitor's exhibition at the Conference.

6. Fees. The fees due to COMSOL under this Agreement are specified on the Sponsor and Exhibitor Form and shall be due 30 days from receipt of a correct invoice.

7. Disclaimer of Warranties. THE SERVICES UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF COMSOL HAS BEEN INFORMED OF SUCH A PURPOSE) AND WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE, AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES AND/OR RELATED DOCUMENTATION IS WITH YOU.

8. Limitation of Liability. IN NO EVENT SHALL COMSOL OR ITS LICENSORS, PARTNERS, CONTRACTORS, OR SUPPLIERS BE LIABLE TO SPONSOR FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CLAIMS AND LOSS OF PROFITS, DATA, OR ANY OTHER LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE MAXIMUM LOSS, REGARDLESS OF ANY ACT OR OMISSION OF COMSOL OR ANYONE UNDER COMSOL'S DIRECTION



OR CONTROL, SHALL NOT IN TOTAL EXCEED THE AGGREGATE AMOUNT PAID TO COMSOL IN THE SIX-MONTH PERIOD PRECEDING SUCH CLAIM(S), AND FOR SUCH PURPOSES, ALL CLAIMS SHALL BE AGGREGATED. The remedies against COMSOL and its licensors, contractors, and suppliers expressly provided herein are exclusive and are in lieu of any other remedies at law or in equity. The fees and limitations of liability and remedies herein reflect the allocation of risk between the parties. This section is an essential element of the basis of the bargain between the parties.

9. Indemnification. You agree to defend, indemnify, and hold harmless COMSOL, and its parents, subsidiaries, affiliates, and sponsors, and each of its and their officers, directors, employees, agents, shareholders, and attorneys from and against any and all claims, demands, debts, actions, causes of action, liabilities, and attorneys' fees arising out of any damage caused by you to the facilities where the Conference is held. You agree to defend, indemnify, and hold harmless COMSOL, its parents, subsidiaries, affiliates, and sponsors, and each of its and their officers, directors, employees, agents, shareholders, and attorneys from and against any and all claims, demands, debts, actions, causes of action, liabilities, and attorneys' fees arising out of any third party claim that the Contributed Materials, the Exhibitor/ Sponsor Marks, and/or the Exhibitor/ Sponsor Marketing Materials infringe any intellectual property or proprietary rights of any third party.
10. Taxes. You shall be liable for any taxes due in connection with this Agreement.
11. Term and Termination. Unless terminated by either party pursuant to this Section, this Agreement shall terminate upon completion of the Conference. Either party may terminate this Agreement if the other party commits a material breach and does not otherwise cure the breach within fifteen (15) days upon receiving written notice. All licenses granted herein and all provisions contemplating performance or obligations after termination shall survive termination.

You may cancel this Agreement without cause up to and including June 15, 2018 without a cancellation fee by providing written notice to COMSOL, Attn: Conference Exhibitor/ Sponsor. After June 15, 2018, you may cancel the Agreement without cause by written notice subject to a Cancellation Fee as set forth below. The parties acknowledge that it is difficult to quantify damages if you cancel the Agreement after June 15, 2018 and have agreed that COMSOL shall assess a

Cancellation Fee against you as liquidated damages and not as a penalty. The parties agree that the Cancellation Fee will be calculated as a percentage of the sum total fees owed by you to COMSOL under this Agreement on the date notice of the cancellation is received in accordance with the following scale:

Before June 15, 2019	No Fee
June 16 – Sept. 19, 2019	50%
Sept. 20 – Oct. 4, 2019	100%

12. Force Majeure. If the Conference or any part thereof is cancelled due to Force Majeure (case of emergency unavoidable under the circumstances), including without limitation acts of God, acts of civil or military authority, governmental orders, war, fire, explosion, and labor unrest, then COMSOL, in its sole discretion, shall determine and refund to the you its proportionate share of the balance of the aggregate fees received which remains after deducting expenses incurred by COMSOL and reasonable compensation to COMSOL. In no case shall the amount of the refund to you exceed the amount of the fee paid.
13. Restrictions. Absent prior written approval from COMSOL, you agree not to (1) host, sponsor, or participate in any hospitality suites/ rooms, social functions, education seminars, outings, group activities, or similar events on the premises where the Conference is held during the dates on which the Conference is held or otherwise relating to the Conference; (2) distribute, display, or otherwise publish Exhibitor/ Sponsor Marketing Material; or (3) otherwise promote the Conference, you exhibition and/or sponsorship thereof. All activities and events conducted during the Conference, including events permitted by COMSOL, must be contracted through COMSOL or COMSOL's designee.
14. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the United States without regard to conflicts of laws principles. Any dispute arising out of or relating to this Agreement shall be adjudicated in the state or federal courts within the Commonwealth of Massachusetts, which shall have exclusive jurisdiction and venue thereof. Each party shall abide by, and not export or re-export the material in contravention of, applicable U.S. export control laws and regulations. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party.
15. Entire Agreement. These Terms and Conditions, together with the General Exhibitor/ Sponsor Rules, and the Sponsor and Exhibitor Form contain the entire

understanding of the parties with respect to the subject matter, and supersedes all prior, contemporaneous, and subsequent proposals, agreements, representations, and understandings, except that the COMSOL Conference Agreement shall apply with respect to the subject matter addressed therein. This Agreement may not be amended except by a writing expressly referring to this Agreement and signed by the authorized representatives of both parties. No waiver may be effected unless in writing and signed by the waiving party. If any provision of this Agreement is deemed unenforceable, then such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

### General Exhibitor/ Sponsor Rules

- No drawings or raffles allowed other than those sanctioned and approved.
- All Conference Materials and Exhibitor/ Sponsor Marketing Materials must be approved by COMSOL in advance, including any marketing collateral or promotional items being distributed to attendees.
- Exhibitors and Sponsors are strictly prohibited from taking photographs, making video, audio, or other types of recordings of attendees or exhibit spaces other than your own during the Conference without the written consent of COMSOL.
- COMSOL shall have the sole right to record the Conference by various means including photographs and audiovisual recordings.