

COMSOL CONFERENCE 2023 BENGALURU



SPONSOR PROSPECTUS

The COMSOL Conference gathers engineers and scientists from a broad spectrum of industries in a forum where they are able to share their work and gain insight into how simulation software is being used in different areas. Join us as a sponsor of this anticipated event, which will feature numerous presentations by industry leaders and forward-thinking simulation experts.

As a sponsor, you will have the opportunity to connect with attendees throughout both days of the conference. The exhibition is the focal point of the conference, where attendees can visit exhibitor booths, attend poster presentations, and enjoy coffee and refreshments. Sponsors will benefit from a variety of digital promotions delivering exposure to thousands of simulation specialists worldwide.

Attendance: We expect over 200 simulation specialists across a range of cross-disciplinary fields.

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

Sponsorship Opportunities	Bronze	Silver	Gold
Exhibition booth* with a table, two chairs, electricity, and Wi-Fi		✓	✓
Sponsor logo at registration desk	✓	✓	✓
1 full conference registration**	✓		
2 full conference registrations**		✓	
3 full conference registrations**			✓
Logo in digital invitation	✓	✓	✓
Logo on conference website linking to sponsor website	✓	✓	✓
Logo and sponsor description in the final program		✓	✓
Promotional flyer in conference bag	✓	✓	✓
Preconference email to opted-in registrants			✓
Presentation slot***		✓	✓
Rate (EARLY BIRD DISCOUNT OF 10% AVAILABLE BEFORE JULY 28)	₹ 75,000	₹ 90,000	₹ 1,25,000

*We have two booth sizes available for sponsors, 3 m x 2 m for silver sponsors and 3 m x 3 m for gold sponsors.

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

***10-minute and 20-minute presentation slots will be available for silver and gold sponsors, respectively.

SPONSOR FORM

Apply for sponsorship by filling out the form below.
You can send the form digitally to Saketh.Malladi@comsol.com or print it and mail it to:

Saketh Malladi
COMSOL Multiphysics Pvt. Ltd.
Phoenix Pinnacle, No 46, 3rd Floor,
Ulsoor Road
Bengaluru- 560042
India

Please check where appropriate and fill in all fields.

Yes, I would like to sponsor the COMSOL Conference 2023 Bengaluru on November 30–December 1, 2023.

Bronze: ₹ 75,000 Silver: ₹ 90,000 Gold: ₹ 1,25,000

Early Bird Discount (10%): _____

Company Name: _____

Contact Name: _____

Address: _____

City/State/Pin code/Country: _____

Phone: _____ Fax: _____ Email: _____

Website: _____

Authorized Signature: _____ Date: _____

PAYMENT INFORMATION

You will receive an invoice for payment of the sponsorship amount.

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 Sponsor Rules, and the Sponsor Form.
- 1.2. "COMSOL" shall mean COMSOL Multiphysics Pvt. Ltd. and each of its parents, subsidiaries, and affiliates, including, without limitation, COMSOL AB.
- 1.3. "Company Description" shall mean the text provided by Sponsor to describe their business.
- 1.4. "COMSOL Marks" shall mean those marks listed on the COMSOL Trademark Guidelines found at www.comsol.com/trademarks and any Conference branding provided by COMSOL to Sponsor.
- 1.5. "Conference" shall mean the COMSOL Conference 2023 Bengaluru.
- 1.6. "Contributed Materials" shall mean abstracts, presentations, and other materials submitted by Sponsor to COMSOL in connection with the Conference, excluding Sponsor Marks and Sponsor Marketing Materials.
- 1.7. "Effective Date" shall mean the date that Sponsor's sponsorship request is accepted by COMSOL as evidenced by countersignature from COMSOL on such Sponsor Form or Sponsorship Proposal.
- 1.8. "Sponsor Marks" shall mean the Sponsor name, trademark(s), logo(s) and tag line(s) in the form provided by 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 Sponsor Marks.
- 1.9. "Sponsor Marketing Materials" shall mean all marketing materials promoting Sponsor that are supplied to COMSOL for publication in connection with the Conference, or distributed, displayed, or otherwise published by Sponsor, respectively, at the Conference, provided, however, that in no event shall Sponsor Marketing Materials include abstracts and/or presentations regarding Sponsor's use of COMSOL software.
- 1.10. "Sponsor" shall mean the party to whom a sponsorship for the Conference is granted pursuant to a Sponsorship Request or Sponsor Form accepted by COMSOL.
- 1.11. "You" shall mean the Sponsor signing the Sponsor Form.

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

3. Sponsor packages. All benefits provided to you are described in the Sponsor Form next to the selected Sponsor Opportunities. You shall have the right and ability to collect contact information from Conference attendees, subject to applicable laws. Additionally, we may provide to you contact information from attendees that have given us consent to share their information, provided, however, that you disclose to attendees all items required by applicable data privacy laws, that you obtain from attendees any consents that may be required by applicable data privacy laws in connection with any cross-border transfers of attendee personal data, and that you provide us with a link to your privacy policy. You are solely responsible for any collection and/or use of attendee contact information by you, including obtaining consent for any use or processing of such information.

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 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 Sponsor Marks and Sponsor Marketing Materials. COMSOL shall be granted a nonexclusive, royalty-free, perpetual, worldwide, license to use, copy, publicly display the Sponsor Marks and Sponsor Marketing Materials in hard copy or electronic form, to archive the Sponsor Marks and Sponsor Marketing Materials and to distribute the Sponsor Marks and Sponsor Marketing Materials for the purpose of promoting Sponsor's sponsorship of the Conference.

6. Fees. The fees due to COMSOL under this Agreement are specified on the Sponsor Form. Such fees shall be due 30 days from receipt of a correct invoice and are nonrefundable, except as expressly provided otherwise in Section 12.

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 Sponsor Marks, and/or the 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.

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) distribute, display, or otherwise

publish Sponsor Marketing Material; or (2) otherwise promote the Conference or your 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 Sweden, without regard to conflicts of laws principles. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination, or alleged invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply to such arbitrations, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The Parties shall keep all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding confidential and they shall be used solely for the purpose of those proceedings. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. 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 Sponsor Rules, and the Sponsor 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 Sponsor Rules

- No drawings or raffles allowed other than those sanctioned and approved.

- All Conference Materials and Sponsor Marketing Materials must be approved by COMSOL in advance, including any marketing collateral or promotional items being distributed to attendees.
- Sponsors are strictly prohibited from making video, audio, or other types of recordings of attendees during the Conference without the written consent of COMSOL.
- COMSOL shall have the sole right to record the Conference by various means including audiovisual recordings.