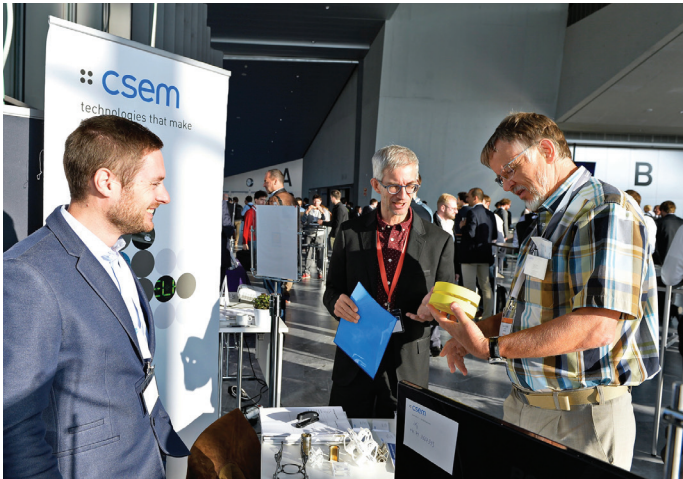


COMSOL CONFERENCE 2023 MUNICH

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 most relevant multiphysics event of the year.

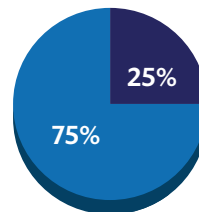
As a sponsor, you have a valuable opportunity to connect with attendees throughout all three days of the conference. The exhibit is the focal point of the conference, where attendees visit exhibitor booths, check out posters, and enjoy coffee and refreshments. Sponsors will benefit from a variety of 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 400 simulation specialists across a range of cross-disciplinary fields.

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

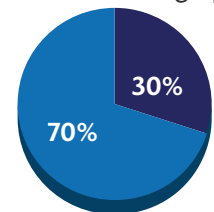


2023 Expected Attendees



■ First-Time Attendees
■ Returning Attendees

2023 Expected 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 did it give us the unique opportunity to have meaningful interactions, which led to several opportunities and orders, but it also helped us to strengthen our market presence and awareness, as well as our relationship with a leading software company like COMSOL.”

– Alan Boffi, HP Switzerland

“The COMSOL Conference has been occurring for more than a decade. By attending this event, we can keep in touch with the COMSOL community, discuss and interact with other users, and meet potential new clients and COMSOL developers.”

– Ivar Kjelberg, CSEM SA

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

– Kyle Koppenhoefer, AltaSim Technologies



EXHIBITOR / SPONSOR OPPORTUNITIES

Sponsorship Opportunities	Exhibitor	Silver	Gold
Table, chairs (2), electricity, Wi-Fi	✓	✓	✓
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 and in the final program		✓	✓
Promotional flyer in conference bag		✓	✓
Preconference email to opted-in registrants			✓
Ad in final program			✓
Sponsored workshop <i>Ability to collect workshop attendees information onsite</i>			✓
Social media package <i>Includes 3 tweets and 1 LinkedIn post linking to sponsor website</i>			✓
Early Bird Rate (DEADLINE: MARCH 31, 2023)	1,495 €	2,295 €	3,495 €
Secondary Rate	1,795 €	2,595 €	3,795 €

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

Sponsorship Enhancement	Cost	Description
Workshop	995 €	<ul style="list-style-type: none"> 1-hour workshop in parallel to COMSOL minicourses Ability to collect workshop attendees information onsite Listing in final program and on conference website
Coffee break	495 €	<ul style="list-style-type: none"> Sponsored company listed in program and on conference website Sign with company logo displayed by coffee in exhibition hall
Reception (1st evening)	495 €	<ul style="list-style-type: none"> Sponsored company listed in program and on conference website Sign with company logo displayed by reception in exhibition hall
Panel discussion	995 €	<ul style="list-style-type: none"> Sponsored company listed in program and on conference website Sign with company logo displayed in panel discussion room
Bavarian evening (Augustiner-Keller, Munich)	1,995 €	<ul style="list-style-type: none"> Sponsored company listed in program and on conference website Sign with company logo displayed by dinner in dinner location
Conference bag	1,495 €	<ul style="list-style-type: none"> Logo on conference bag

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. Send to julia@comsol.com or mail to Attn: Julia Fricke, Comsol Multiphysics GmbH, Robert-Gernhardt-Platz 1, 37073 Göttingen.

Please check where appropriate and fill in all fields.

Yes, I would like to sponsor the COMSOL Conference 2023 Munich on October 25–27, 2023.

Exhibitor: 1,495 € / 1,795 € Silver: 2,295 € / 2,595 € Gold 3,495 € / 3,795 €

Enhancements: _____

Company Name: _____

Contact Name: _____

Address: _____

City/State/Zip/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 GmbH 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 Munich.
 - 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. "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 or Sponsor Form accepted by COMSOL.
- 1.12. "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 Exhibitor/ 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.