

# **Sponsorship Prospectus**

We are excited to introduce a new conference for our users in 2023 – the **SIMULIA Americas Users Conference.** This free event will combine all the parts of our Regional User Meetings (Great Lakes, Houston and Santa Clara) into one Americas-wide event on May 3-4, 2023 in Novi, Michigan.

This conference will provide a forum for practicing engineers and researchers to exchange ideas and experiences in all aspects of simulation technology. As well as demonstrating the game-changing power of using simulation on the **3D**EXPERIENCE platform, attendees can expect to hear technology updates and demonstrations from SIMULIA R&D on our key disciplines and products, including:

- Structures
- Electromagnetics
- Fluids
- Multibody Dynamics
- Vibro-acoustics
- Optimization and Design Exploration



We invite you to sponsor the SIMULIA Americas Users Conference. Sponsoring this event is an excellent opportunity to connect and communicate directly with our SIMULIA User base. Please view the sponsorship packages available. *Please note they are on a first-come, first-served basis.* 

Sponsorship Level	Platinum Sponsorship 1 Available	Gold Sponsorship 2 Available	Silver Sponsorship 17 Available	Exhibitor
Cost	\$30,000	\$15,000	\$8,000	\$4,000
Exhibit Area Space	✓	✓	✓	✓
Registration and Coffee Break(s) Sponsor to include promotional video and signage Wednesday, May 3 and Thursday, May 4	<b>√</b>			
<b>Lunch Sponsor both days</b> to include promotional video and signage; one per day per sponsor		<b>√</b>		
Fifteen Minute Presentation in Main Plenary Session	✓			
Evening Networking Reception Sponsor with  5 Minute Speaking Slot – Wednesday, May 3	✓			
20 Minute Presentation slot in dedicated Partner track (20 places available – first come first served)	<b>√</b>	<b>√</b>	<b>~</b>	
Post-Event Attendee Opt in list	<b>√</b>	<b>✓</b>	<b>✓</b>	<b>√</b>
Logo on Conference Bag	✓			
Conference Bag Insert	✓	✓	✓	
Acknowledgement in Opening Remarks	✓	✓	✓	✓
Full Page Ad in Conference Program and logo on cover	✓			
1/2 Page Ad in Conference Program		✓		
Logo on Event Website and in Final Program	✓	✓	✓	✓
Mention in All Event Promotional Correspondence	✓	✓	✓	✓

Promotional Sponsor	Sponsorship Fee
Conference Lanyard –1 Available	\$3,500
Conference Bag Insert- Unlimited Available	\$500
Wifi Sponsor – 1 Available	\$3,000
General Session Literature Chair Drop – Unlimited Available	\$2,000
Room Sponsor – 6 Available (see description below for themes)	\$1,000



# **Sponsorship Package Details**

## Platinum Sponsorship - \$30,000

- ✓ A Prime Booth location equal to 8' x 16' and will include chairs, power and wastebasket
- ✓ Fifteen minute presentation in main plenary session
- √ 20 minute speaking slot in Partner Track
- ✓ Promotional time during the prime time of attendee arrival and registration and morning coffee breaks
- ✓ Promotional video and video signage displayed on 6 visual devices during registration and breaks
- ✓ Exclusive opportunity as the Evening Networking Reception on Wednesday, May 3, 2023.
  - ✓ Promotional video and video signage displayed on 6 visual devices during the reception
- ✓ Five minute speaking opportunity at the beginning of the reception
- ✓ Option to bring a raffle prize to your booth to encourage traffic in the exhibit hall
- ✓ Include one flyer, brochure or promotional item in the conference bag distributed to all attendees¹
- ✓ Full page ad in the conference program
- ✓ Recognition on conference website with a link to company web page
- ✓ Acknowledgement in opening remarks
- ✓ Recognition in all conference promotional correspondence
- ✓ Post Event Attendee Opt in list²

# Gold Sponsorship - \$15,000

- ✓ A 4x6 foot table for your table top display and product literature. You may also bring a backdrop for your exhibit area.
  - ✓ Power strip/waste paper basket
- ✓ Lunch Sponsor on both Wednesday, May 3, 2023 and Thursday, May 4, 2023
  - ✓ Promotional video and video signage displayed on 6 visual devices during lunch
- ✓ 20 Minute Speaking slot in Partner Track
- ✓ Option to bring a raffle prize to your booth to encourage traffic in the exhibit hall
- ✓ Include one flyer, brochure or promotional item in the conference bag distributed to all attendees¹
- ✓ Half page ad in the conference program
- ✓ Recognition on conference website with a link to company web page
- ✓ Acknowledgement in opening remarks
- ✓ Recognition in all conference promotional correspondence
- ✓ Post Attendee Opt in list²



## Silver Sponsorship -\$8,000

- ✓ A 4x6 foot table for your table top display and product literature. You may also bring a backdrop for your exhibit area.
  - ✓ Power strip/waste paper basket
- ✓ 20 Minute Speaking slot in Partner Track
- ✓ Option to bring a raffle prize to your booth to encourage traffic in the exhibit hall
- ✓ Include one flyer, brochure or promotional item in the conference bag distributed to all attendees¹
- ✓ Recognition on conference website with a link to company web page
- ✓ Acknowledgement in opening remarks
- ✓ Recognition in all conference promotional correspondence
- ✓ Post Attendee list²

# Exhibitor - \$4000

#### Unlimited Available

- ✓ A 4x6 foot table for your table top display and product literature
  - ✓ Power strip/waste paper basket
- ✓ Option to bring a raffle prize to your booth to encourage traffic in the exhibit hall
- ✓ Recognition on conference website with a link to your company web page as well as the conference program
- ✓ Recognition in all conference promotional correspondence
- ✓ Post Attendee list²



# **Promotional Sponsorship Opportunities**

## **Conference Lanyard** – \$3500 1 Available

- ✓ Logo on the Conference name badges lanyard
- ✓ One conference pass
- ✓ Recognition in all conference promotional correspondence
- ✓ Recognition on conference website with a link to your company web page as well as the conference program

### **Conference Bag Insert \$500** – Unlimited Available

- ✓ One piece of literature¹ or giveaway in each conference bag distributed to all attendees
- ✓ Recognition in all conference promotional correspondence
- ✓ Recognition on conference website with a link to your company web page as well as the conference program

### Wifi Sponsor \$3000– 1 Available

- ✓ Company logo and link to company website on conference Wifi login portal
- ✓ Two conference passes
- ✓ Recognition in all conference promotional correspondence
- ✓ Recognition on conference website with a link to your company web page as well as the conference program

## General Session Literature Chair Drop \$2000- Unlimited Available

- ✓ One piece of literature placed in seats at one of the conference general sessions¹
- ✓ Recognition in all conference promotional correspondence
- ✓ Recognition on conference website with a link to your company web page as well as the conference program





### Room Sponsor – \$1000 6 Available

- ✓ Logo and promotional advertisement displayed on screen between room sessions
- ✓ Recognition in room by presenters prior to each session.
- ✓ Sponsor can provide two retractable banners (33" x 80") for signage and promotional items and literature¹ in the room.
- ✓ Recognition in all conference promotional correspondence
- ✓ Recognition on conference website with a link to your company web page as well as the conference program
- ✓ Sponsor will select a room from the following list: **Sponsorship is on a first-come, first-serve basis** 
  - Structures
  - Electromagnetics
  - Fluids
  - Multibody Dynamics
  - Vibro-acoustics
  - Optimization and Design Exploration

### **Sponsorship Notes**

- ✓ ¹ Brochures (literature or giveaways) must be created and provided by sponsors and will need to be reviewed by Dassault Systemes
- $\checkmark$  2 Attendee lists for those individuals that opt-in only during conference registration procedure





# Secure your Sponsorship

Please confirm your intent to sponsor by completing the sponsorship contract below and signing the last page of this document. Sponsorship requests will be prioritized on a first come, first served basis. Your sponsorship will be secured upon Dassault Systèmes counter-execution of the contract and receipt of payment in full.

✓	Sponsorship	Cost
	Platinum	\$30,000
	Gold	\$15,000
	Silver	\$8,000
	Exhibitor	\$4000
	Conference Lanyard	\$3,500
	Conference Bag Insert	\$500
	Wifi Sponsor	\$3,000
	General Session Literature Chair	\$1,000
	Drop	
	Room Sponsor	\$1,000
	Nooili Spoilsoi	71,000

Sponsor Company Name:					
Full Address:					
Contact name:					
Form of payment (please cire	cle one):				
Credit card (request link)	Wire	PO number:			
For additional information, p	olease contact	t:			
Jessica Dawson					
Email: Jessica.dawson@3ds.	com				



#### 2023 SIMULIA Americas Users Conference Sponsorship Terms and Conditions

This Sponsor Agreement (the "Agreement") is made by and between Dassault Systèmes Simulia Corp. and you, a "Sponsor" of 2023 SIMULIA Americas Users Conference, May 2-4, 2023 Novi, Michigan (the "Event"), and is effective as of the date Dassault Systèmes Simulia Corp. accepts your application by signing the Agreement below.

- 1. The Event. The Event is managed by Dassault Systèmes Simulia Corp. Dassault Systèmes Simulia Corp. as used herein shall mean Dassault Systèmes Simulia Corp. and agents acting on its behalf regarding the Event. Dassault Systèmes Simulia Corp. makes no representations or warranties regarding the number of persons who will attend the Event. Event dates, hours and venue may be modified by information provided to Sponsor in writing.
- 2. Acceptance by Dassault Systèmes Simulia Corp. Submitting an application does not guarantee acceptance as a sponsor for the Event. Acceptance of sponsors is generally limited to companies who have a partnership agreement with Dassault Systèmes Simulia Corp. or represent complimentary products for software licensed by Dassault Systèmes Simulia Corp. and/or its affiliates. Dassault Systèmes Simulia Corp. reserves the right to reject any application for sponsorship for any reason, in its sole discretion. Dassault Systèmes Simulia Corp. may withdraw its acceptance at any time by refunding the fee paid if Dassault Systèmes Simulia Corp. determines that Sponsor or its product is ineligible, and this shall be Sponsor's sole remedy at law or in equity.
- 3. Payment Terms. Payment is due in full. An invoice with payment details will be sent once the Sponsorship Application and signed Agreement are received. Payment can be made via the following methods: ACH/electronic check (preferred), company check, and wire transfer. Sponsorships are not confirmed until payment is received and Sponsor receives written confirmation from Dassault Systèmes Simulia Corp.
- 4. Assignment of Space. No sponsorship will be accepted without full payment. Assuming acceptance of Sponsor's application and receipt of payment, Dassault Systèmes Simulia Corp. will assign a space for Sponsor to exhibit its qualified products and services (the "Space"). Dassault Systèmes Simulia Corp. reserves the right, however, to reassign Space, rearrange the floor plan, and/or relocate any exhibit at any time before or during the Event, in its sole discretion if Dassault Systèmes Simulia Corp. determines that such a change is in the best interests of the Event. Dassault Systèmes Simulia Corp. is not obligated to reimburse Sponsor for any costs arising from, and shall have no liability for, any such reassignment, rearrangement, and/or relocation. If space is not available, a waiting list will be maintained by Dassault Systèmes Simulia Corp. in the event that space becomes available. Dassault Systèmes Simulia Corp. will return or refund all payments received by an applicant for which sponsorship is not granted. If Sponsor fails to utilize the Space and/or the Space remains vacant at the published deadline for installation of exhibits, Dassault Systèmes Simulia Corp. reserves the right to consider the Sponsorship cancelled and the Space vacated and abandoned. Dassault Systèmes Simulia Corp. reserves the right, but does not have the obligation, to resell to Space and refund any monies to Sponsor.
- 5. Use of Exhibition Space. The Space shall be used solely by Sponsor. Sponsor will not sublet, assign, or share any portion of the Space without the prior written consent of Dassault Systèmes Simulia Corp. Only exhibit display units provided by Dassault Systèmes Simulia Corp. are permitted. All demonstrations or other promotional activities (distribution of literature and/or giveaways, etc.) must be confined to the limits of the Space allocated to Sponsor. Sponsor's activities must be in support of products or services identified on its application and directly related to Sponsor's relationship with Dassault Systèmes Simulia Corp. products and services. Sponsor agrees not to make sales that result in the exchange of money or merchandise at the Event.
  - Distribution of promotional materials by Sponsor in any non-designated area is strictly prohibited. Only companies assigned exhibit Space will be permitted to solicit business within the exhibit area. Dassault Systèmes Simulia Corp. reserves the right, in its sole discretion, to prohibit or evict Sponsors for misconduct, or whose presentation in any manner is deemed by Dassault Systèmes Simulia Corp. to be offensive, competitive, or not in the best interests of the Event. In the event of such prohibition or eviction, Dassault Systèmes Simulia Corp. shall not be liable to provide, and Sponsor shall not be entitled to receive, a refund of any kind.
- 6. Exhibit Space. Only one exhibit space per Sponsor will be allowed, unless permitted and agreed to by Dassault Systèmes Simulia Corp. in writing. Sponsor agrees that all equipment including, but not limited to, freestanding equipment, signage, furniture or other physical items, will fit within the dimensions of its booth. Sponsor is responsible for keeping the aisle near the booth free of congestion caused by its demonstrations or other promotional activities.
- 7. **Booth Personnel.** Sponsor representatives must register and obtain Event conference badges, which will allow entrance to the events. Dassault Systèmes Simulia Corp. reserves the right to restrict or limit the number of booth representatives.
- 8. Installation and Dismantling. Hours and dates for installing, exhibiting, and dismantling shall be those specified by Dassault Systèmes Simulia Corp. in its sole discretion. Exhibition set up staffs are allowed on the show floor only during the published set up and tear down schedule. Sponsor shall be liable for all storage and handling charges resulting from failure to remove its exhibit material from the Event hall by the deadline set by Dassault Systèmes Simulia Corp. No exhibit shall be packed, removed or dismantled prior to the closing of the Event without written permission from Dassault Systèmes Simulia Corp.
- 9. Decoration. Dassault Systèmes Simulia Corp. shall have full discretion and authority in the placement, arrangement, and appearance of all items displayed by Sponsor, and may require the replacement, rearrangement, or redecorating of any item. A Sponsor identification sign is produced by Dassault Systèmes Simulia Corp. and included in each sponsorship package. Any additional signs or Sponsor identification are limited to options available, per sponsorship level, provided in the exhibitor/sponsor manual. No additional signs may hang from kiosks, exhibit wall areas, the floor, ceilings, etc. Easels are prohibited. Sponsor may not apply paint, lacquer, adhesive, or any other coating or material to building columns, floors or walls, or to standard booth equipment.



- 10. Use of Aisles, Overhead Rigging and Common Areas. The aisles, overhead spaces, and passageways remain strictly under the control of Dassault Systèmes Simulia Corp. No signs, decorations, banners, logo projection, advertising matter or special exhibits will be permitted in these areas.
- **11. No Flammable Materials.** Sponsor will not use any flammable fluids or materials of any nature, including but not limited to decorative material that is prohibited by applicable federal, state, or city fire regulations.
- 12. Noise. No noisy or obstructive work will be permitted during opening hours of the Event, nor will noisily operating displays be allowed. Dassault Systèmes Simulia Corp. shall have sole discretion in determining what is noisy, obstructing, or objectionable. Full written submissions will be required from any Sponsor intending to use any elements of live performance, amplified sound, or any other form of noise-creating activity and such activities will require prior approval by Dassault Systèmes Simulia Corp.
- **13. Shipping, Labor, Furniture Rental and Other Services.** After the Exhibit space is reserved, the official show contractor and decorator will be responsible for all furniture rentals, installation and dismantling labor, and various other services.
- 14. Refreshments, Gifts, Contests, Etc. Dassault Systèmes Simulia Corp. reserves the right to prohibit, limit, or discontinue the distribution of gifts, giveaways, hospitality suites or similar promotions. Sponsor is allowed to distribute gifts or collaterals within their booth areas only. Raffles are permitted only as part of the 3DEXPERIENCE Modeling & Simulation Conference opportunity. All other raffles, contests, auctions and drawings, if permitted under state or local laws, will be subject to written pre-approval by Dassault Systèmes Simulia Corp.
- **15. Functions.** Sponsor shall not conduct functions or hold general onsite gatherings that in any way conflict with the Event general sessions, tracks, meals, or special functions.
- **16. Marketing Opportunities.** All marketing opportunities are open to Sponsors on a "first-come first-served" basis for application.
- 17. Usage of Sponsor Trademarks. Dassault Systèmes Simulia Corp. shall be permitted to use those Sponsor trademarks and logos submitted to Dassault Systèmes Simulia Corp. by Sponsor, in accordance with Sponsor's published trademark guidelines, provided to Dassault Systèmes Simulia Corp., for the purpose of promoting the Event. Nothing herein shall grant to Dassault Systèmes Simulia Corp. any right, title or interest in Sponsor's trademarks.
- 18. Own Risk. Sponsor has sole and exclusive responsibility for any loss of its equipment, proprietary information, and any other materials. Persons visiting, viewing or otherwise participating in Sponsor's Space are deemed the invitees and licensees of Sponsor and not of Dassault Systèmes Simulia Corp. Dassault Systèmes Simulia Corp. assumes no liability for loss, damage, or disappearance of any property, including computer equipment and peripherals, used by Sponsor in connection with its participation in the Event. Sponsor agrees to assume risk of loss for its property and agrees to waive any and all claims and hold Dassault Systèmes Simulia Corp. harmless from and against any loss of, damage to, or disappearance of such property. Dassault Systèmes Simulia Corp. shall bear no responsibility for the safety of Sponsor's personnel, employees, agents, invitees, licensees or representatives.
- 19. Limitation of Liability and Indemnification. Under no circumstances shall Dassault Systèmes Simulia Corp., its affiliates and subsidiaries, or the venue (collectively, the "Event Providers") be liable for lost profits or other indirect, incidental, consequential, special, punitive, or exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider or Sponsor has been apprised of the possibility of such damages or lost profits. In no event will Dassault Systèmes Simulia Corp.'s liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Sponsor for the Space. Dassault Systèmes Simulia Corp. shall not be liable for any errors in any listing or descriptions or for omitting Sponsor from the Event show guide or other materials.

Dassault Systèmes Simulia Corp. shall not be liable to Sponsor for any damage, loss, harm or injury to the person, property, or business of Sponsor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or staging, except to the extent such liability arises directly from the willful misconduct of Dassault Systèmes Simulia Corp..

Sponsor agrees to defend, indemnify, and hold harmless Dassault Systèmes Simulia Corp., and its affiliates and subsidiaries, and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to (i) the negligence or misconduct of Sponsor or its agents and (ii) Sponsor's breach of any commitment made hereunder. Sponsor must maintain proper insurance coverage for its property and liability at its own expense, and represents and warrants that it has obtained adequate insurance of at least US\$1 million to cover its potential liability hereunder, including without limitations insurance for personal injury, death, property damage or theft. Upon Dassault Systèmes Simulia Corp.'s request, Sponsor must furnish Dassault Systèmes Simulia Corp. an insurance certificate evidencing such coverage.

20. Termination by Dassault Systèmes Simulia Corp. Dassault Systèmes Simulia Corp. may take possession of the Space and terminate Sponsor's participation in the Event upon Sponsor's failure to meet any obligations under the Agreement. Any such termination shall be deemed a termination by Sponsor under the Termination by Sponsor Section of this Agreement.



- 21. Termination by Sponsor. Termination by Sponsor must be in writing and is effective upon receipt by Dassault Systèmes Simulia Corp., Attn: Jessica Dawson, SIMULIA R&D Ecosystem Manager, <a href="Jessica.Dawson@3ds.com">Jessica.Dawson@3ds.com</a>. Sponsor acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by Dassault Systèmes Simulia Corp. for the Event, and of ascertaining damages incurred by Dassault Systèmes Simulia Corp. Accordingly, if Sponsor terminates this Agreement or Sponsor's participation in the Event on less than thirty (30) days prior written notice before such Event, 100% of the Space fees shall be owed to Dassault Systèmes Simulia Corp. The amounts owed by Sponsor under this Section represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.
- 22. Cancellation by Dassault Systèmes Simulia Corp. Dassault Systèmes Simulia Corp. shall have the right to cancel the Event with or without cause. In the event Dassault Systèmes Simulia Corp. cancels the Event, Dassault Systèmes Simulia Corp. will provide a full refund of the fees actually received from Sponsor. A change in the name of the Event does not constitute a cancellation by Dassault Systèmes Simulia Corp.
- 23. Laws and Rules. Sponsor must comply with all applicable laws, regulations and ordinances in connection with its participation in the Event, including but not limited to rules of the venue and any relevant labor union, construction of the Space in compliance with the Americans With Disabilities Act or its local equivalent, and any terms, conditions and rules issued by Dassault Systèmes Simulia Corp. in connection with the Event.
- 24. Third Party Proprietary Rights. Sponsor shall not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission.
- 25. Release. Sponsor acknowledges that the Event may be audio and video-recorded and reproduced worldwide in any form (including but not limited to digital formats), and hereby authorizes Dassault Systèmes Simulia Corp. and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit worldwide in any form and for any purpose any such recording, and agrees to execute any additional release presented by Dassault Systèmes Simulia Corp., its licensees, or permittees, in connection with such activity or to give effect to this provision. Sponsor hereby releases Dassault Systèmes Simulia Corp. and its designees from and waives all claims it or its employees, agents, heirs, or assigns may possess, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.
- **26. Authority of Representative.** The representative accepting and signing this Agreement on behalf of Sponsor warrants and represents that s/he has full authority to accept and agree to this Agreement on Sponsor's behalf and to bind Sponsor to the terms hereof.
- 27. Miscellaneous. This Agreement constitutes the entire agreement between Sponsor and Dassault Systèmes Simulia Corp. concerning its subject matter, and may only be modified in a writing signed by the parties. Neither party's rights under this Agreement are deemed waived except as specifically stated in writing and signed by an authorized representative of each party. If any term of this Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. Dassault Systèmes Simulia Corp. may assign this Agreement or its responsibilities to any other party. Any action arising out of this Agreement or the Event shall be governed by the laws of the Commonwealth of Massachusetts, exclusive of its choice of law rules, and must be brought in Boston, Massachusetts, and Sponsor consents to the jurisdiction of such courts. Sponsor irrevocably waives any right to a jury trial in any dispute arising from or relating to this Agreement. Sponsor may not assign this Agreement to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Dassault Systèmes Simulia Corp., in which event Sponsor must guarantee performance of the assigned obligations. This Agreement is binding upon the permitted heirs, successors, and assigns of Sponsor and Dassault Systèmes Simulia Corp.

#### **AGREED AND ACCEPTED:**

Dassault Systèmes Simulia Corp.		<u>Sponsor</u>	
		Company Name	
<u>Signature</u>		<u>Signature</u>	
Printed Name		Printed Name	
<u>Title</u>		<u>Title</u>	
<u>Date</u>		<u>Date</u>	
Address:	175 Wyman Street Waltham, MA 02451	<u>Address</u>	

For 3DS Conference Management use only



Total Due: \$