

## 2023 MBSE Cyber Experience Symposium Sponsorship Application

Please complete this Sponsorship Application and submit it along with the signed Sponsorship Terms & Conditions (signature page is on page 6) to Mark Henley, via email at [mark.henley.contractor@3ds.com](mailto:mark.henley.contractor@3ds.com).

<i>Sponsorship Level</i>	<i>Sponsorship Fee (U.S.)</i>
<input type="checkbox"/> Enterprise Event Sponsorship <b>SOLD OUT</b>	\$18,600
<input type="checkbox"/> Platinum Sponsorship <b>NOT AVAILABLE</b>	\$12,000
<input type="checkbox"/> Gold Sponsorship <b>SOLD OUT</b>	\$7,600
<input type="checkbox"/> Silver/Exhibitor Sponsorship <b>SOLD OUT</b>	\$4,300
<input type="checkbox"/> Mobile App Sponsorship	\$3,900
<input type="checkbox"/> Media Partner Sponsorship	\$1,100

### Exhibit Space Assignment

Exhibit space assignments will be made on a first-come, first confirmed basis, in order of sponsor applications received and paid.

### Demo Theater Presentation Slot Assignments

Demo Theater presentation time slots will be assigned on a first-come-first-confirmed basis in the order of sponsor applications received and paid for, and within that context, according to sponsorship level and number of slots allowed.

**Please provide Sponsor Company Information**

Company Name (as you want it listed): \_\_\_\_\_

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

City, State/Province, Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

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

**Event Contact Information (person responsible for all sponsorship logistics and deliverables)**

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

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Address (if different from above) \_\_\_\_\_

City, State/Province, Postal Code \_\_\_\_\_

Country \_\_\_\_\_

## 2023 MBSE Cyber Experience Symposium Sponsorship Terms and Conditions

This Sponsor Agreement (the "Agreement") is made by and between Dassault Systèmes Americas Corp. and you, a "Sponsor" of the **2023 MBSE Cyber Experience Symposium**, May 22-25, 2023, in Allen, Texas (the "Event"), and is effective as of the date Dassault Systèmes Americas Corp. accepts your application by signing the Agreement below.

**1. The Event.** The Event is managed by Dassault Systèmes Americas Corp. Dassault Systèmes Americas Corp. as used herein shall mean Dassault Systèmes Americas Corp. and agents acting on its behalf regarding the Event. Dassault Systèmes Americas 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 Americas 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 Americas Corp. or represent complementary products for software licensed by Dassault Systèmes Americas Corp. and/or its affiliates. Dassault Systèmes Americas Corp. reserves the right to reject any application for sponsorship for any reason, in its sole discretion. Dassault Systèmes Americas Corp. may withdraw its acceptance at any time by refunding the fee paid if Dassault Systèmes Americas 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, major credit card, and wire transfer. Sponsorships are not confirmed until payment is received and Sponsor receives written confirmation from Dassault Systèmes Americas 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 Americas Corp. will assign a space for Sponsor to exhibit its qualified products and services (the "Space"). Dassault Systèmes Americas 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 Americas Corp. determines that such a change is in the best interests of the Event. Dassault Systèmes Americas 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 Americas Corp. in the event that space becomes available. Dassault Systèmes Americas 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 Americas Corp. reserves the right to consider the Sponsorship cancelled and the Space vacated and abandoned. Dassault Systèmes Americas 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 Americas Corp. Only exhibit display units provided by Dassault Systèmes Americas 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 Americas 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 Americas 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 Americas Corp. to be offensive, competitive, or not in the best interests of the Event. In the event of such prohibition or eviction, Dassault Systèmes Americas Corp. shall not be liable to provide, and Sponsor shall not be entitled to receive, a refund of any kind.

**6. Exhibit Hall.** Only one exhibit area per Sponsor will be allowed, unless permitted and agreed to by Dassault Systèmes Americas 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 Space. Sponsor is responsible for keeping the aisle near its Space free of congestion caused by its demonstrations or other promotional activities.

**7. Exhibit Hall Personnel.** Sponsor representatives must register and obtain Event conference badges. Registration will provide access to all Event activities in addition to the exhibit area. Dassault Systèmes Americas Corp. reserves the right to restrict or limit the number of exhibit Space representatives.

**8. Installation and Dismantling.** Hours and dates for installing, exhibiting, and dismantling shall be those specified by Dassault Systèmes Americas Corp. in its sole discretion. Exhibition staff member(s), if any, that are present only to help set up the Sponsor's

exhibit area are allowed in the exhibit area only during the published setup and teardown schedule periods. Sponsor shall be liable for all storage and handling charges resulting from failure to remove its exhibit material from the exhibit area by the deadline set by Dassault Systèmes Americas Corp. No exhibit shall be packed, removed or dismantled prior to the closing of the Event without written permission from Dassault Systèmes Americas Corp.

Exhibit Set-Up Time: 1:00 pm – 6:00 pm on Sunday, 21 May 2023  
Exhibit Show Hours: Monday, 22 May: 9:00 am – 5:00 pm  
Tuesday, 23 May: 10:00 am – 5:00 pm  
Wednesday, 24 May: 9:30 am – 5:00 pm  
Thursday, 25 May: 9:00 am – 1:00 pm  
Exhibit Tear-Down Time: 1:00 pm – 4:00 pm, Thursday, 25 May 2023

**NOTES:**

1. No set-ups will be allowed after 6:00 pm on Sunday, 21 May 2023.
2. No tear-downs will be allowed before 1:00 pm on Thursday, 25 May 2023 except on a case-by-case basis, with written approval from Dassault Systèmes Americas Corp.

**9. Decoration.** Dassault Systèmes Americas 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. Sponsor signs or other identification must be free-standing from the floor area or table(s) provided in the Space. No signs or other promotional items may hang from exhibit wall areas or ceiling. Sponsor may not apply paint, lacquer, adhesive, or any other coating or material to building columns, floors, carpet, walls, or to standard exhibit area equipment.

**10. Use of Aisles, Overhead Rigging and Common Areas.** The aisles, overhead spaces, and passageways remain strictly under the control of Dassault Systèmes Americas Corp. No signs, decorations, banners, logo projections, 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 open hours of the Event, nor will noisily operating displays be allowed. Dassault Systèmes Americas 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 Americas Corp.

**13. Shipping, Labor, Furniture Rental and Other Services.** Sponsors with reserved exhibit Space may choose to ship their exhibit setup material to the venue hotel, to arrive *not earlier than* May 15, 2023. Shipping containers must have the following shipping label information prominently displayed:

Courtyard by Marriott Dallas-Allen  
210 E. Stacy Rd, Allen, TX 75002  
ATTN: Ms. Amy Slaughter, Director, Sales & Events  
HOLD FOR <company name>  
2023 MBSE Cyber Experience Symposium Exhibitor

The hotel has a limited inventory of furniture in addition to the two chairs supplied with each exhibit Space table, for items such as coffee tables, loveseats, upholstered chairs, and high-top tables. Sponsors with reserved exhibit Space may contact Ms. Amy Slaughter directly by email at [Amy.Slaughter@atriumhospitality.com](mailto:Amy.Slaughter@atriumhospitality.com) to reserve these items subject to available inventory.

**14. Refreshments, Gifts, Contests, Etc.** Dassault Systèmes Americas 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 exhibit areas only. Raffles, contests, auctions and drawings, if permitted under state or local laws, will be subject to written pre-approval by Dassault Systèmes Americas 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. Usage of Sponsor Trademarks.** Dassault Systèmes Americas Corp. shall be permitted to use those Sponsor trademarks and logos submitted to Dassault Systèmes Americas Corp. by Sponsor, in accordance with Sponsor's published trademark guidelines, provided to Dassault Systèmes Americas Corp., for the purpose of promoting the Event. Nothing herein shall grant to Dassault Systèmes Americas Corp. any right, title or interest in Sponsor's trademarks.

**17. 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 Americas Corp. Dassault Systèmes Americas 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 Americas Corp. harmless from and against any loss of, damage to, or disappearance of such property. Dassault Systèmes Americas Corp. shall bear no responsibility for the safety of Sponsor's personnel, employees, agents, invitees, licensees or representatives.

**18. Limitation of Liability and Indemnification.** Under no circumstances shall Dassault Systèmes Americas 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 Americas 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 Americas 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 Americas 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 and solely from the willful misconduct of Dassault Systèmes Americas Corp.

Sponsor agrees to defend, indemnify, and hold harmless Dassault Systèmes Americas 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, its employees or its agents and (ii) Sponsor's, its employees', or its subcontractors' 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 per occurrence and US \$2 million general aggregate, to cover its potential liability hereunder, including without limitations insurance for personal injury, death, property damage or theft. Upon Dassault Systèmes Americas Corp.'s request, Sponsor must furnish Dassault Systèmes Americas Corp. an insurance certificate evidencing such coverage and listing Dassault Systèmes Americas Corp. as an additional named insured and/or as an additional loss-payee under such policies.

**19. Termination by Dassault Systèmes Americas Corp.** Dassault Systèmes Americas 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.

**20. Termination by Sponsor.** Termination by Sponsor must be in writing and is effective upon receipt by Dassault Systèmes Americas Corp., Attn: Mark Henley, Event Planner, [mark.henley.contractor@3ds.com](mailto:mark.henley.contractor@3ds.com). Sponsor acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by Dassault Systèmes Americas Corp. for the Event, and of ascertaining damages incurred by Dassault Systèmes Americas Corp. if Sponsor terminates this Agreement or Sponsor's participation in the Event, and therefore the parties agree that in the event of termination by Sponsor on or before April 21, 2023, 50% of the total Space fees shall be owed to Dassault Systèmes Americas Corp.; and in the event of termination by Sponsor on or after April 22, 2023, 100% of the Space fees shall be owed to Dassault Systèmes Americas 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.

**21. Cancellation of Event by Dassault Systèmes Americas Corp.** Dassault Systèmes Americas Corp. shall have the right to cancel the Event with or without cause. In the event Dassault Systèmes Americas Corp. cancels the Event, Dassault Systèmes Americas Corp. will provide a full refund of the fees actually received from Sponsor, which shall be Sponsor's sole and exclusive remedy. A change in the name of the Event does not constitute a cancellation by Dassault Systèmes Americas Corp.

**22. 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, data privacy and security laws and regulations, and any terms, conditions and rules issued by Dassault Systèmes Americas Corp. in connection with the Event.

**23. 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.

**24. 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 Americas 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 Americas Corp., its licensees, or permittees, in connection with such activity or to give effect to this provision. Sponsor hereby releases Dassault Systèmes Americas 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.

**25. 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.

**26. Miscellaneous.** This Agreement constitutes the entire agreement between Sponsor and Dassault Systèmes Americas 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 Americas 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 the Commonwealth of 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 Americas 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 Americas Corp.

**AGREED AND ACCEPTED:**

**Dassault Systèmes Americas Corp.**

**Sponsor**

**Company Name**

**Signature**

**Signature**

**Printed Name**

**Printed Name**

**Title**

**Title**

**Date**

**Date**

**Address:**

**175 Wyman Street**

**Address**

**Waltham, MA 02451**