

COMMUNITY SPONSORSHIP

MESA's Smart Manufacturing Community is where the voice of the customer is loud and clear. Every two weeks, the passionate and curious join together to discuss where they are on their Smart Manufacturing journey and ask questions about what they need to know. Over 1,000 people from all over the world and every type of manufacturing have joined this dynamic community.

As a solution provider, you have a unique opportunity to raise your visibility and credibility by sponsoring the community. The sessions are facilitated by MESA and focus on the following topics:



Smart
Connected
Factory



Manufacturing
Operations
Software



Digital
Thread/Twin



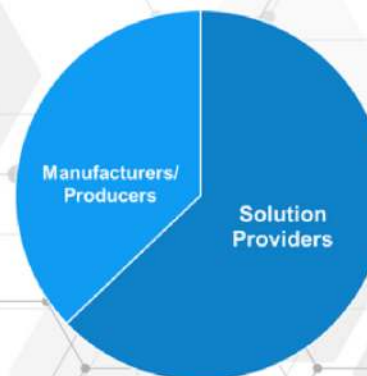
Smart
Connected
Supply Chain



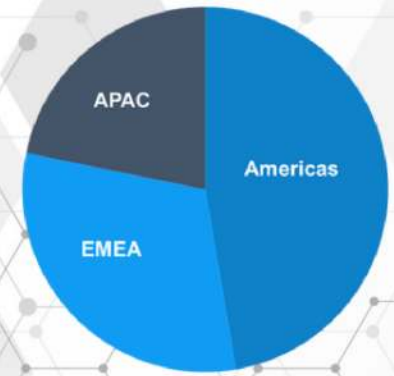
Member Company \$5,500
Non-Member Company \$6,500
Annual Fee

- Branding on landing and sign-up pages
- Branding on meeting intro slides
- Special thanks on every call
- 20-minute educational slot
- Distribute your educational content (white paper, guide, etc.) to the Community (lead generation)
- Featured post in the Community LinkedIn group
- Brand recognition in social posts about the Community

COMMUNITY MAKEUP



REGIONS REPRESENTED





CONTACT US

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Commercial Leader

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SPONSORSHIP AGREEMENT

The Company ("Sponsor") desires to support MESA's mission and purpose by sponsoring an event(s)/activity ("Program") of MESA described in the Sponsorship Package Offer. The purpose of this Agreement is to ensure that both MESA and the Sponsor agree on the planned nature of the program and the recognition to be provided for Sponsor's support.

1. MESA Program. During the term of this Agreement, MESA agrees to identify and acknowledge Sponsor as a sponsor of the Program ("Sponsorship"). Such identification and acknowledgment will include displaying Sponsor's corporate logo and certain other identifying information in connection with the MESA Program, including marketing, advertising, and other appropriate promotional media and materials. The placement, form, content, appearance, and all other aspects of such identification and acknowledgment will be determined by MESA in its sole discretion. MESA and Sponsor agree that the purposes of the Program will be educational in nature, that no product promotion or advertising services by MESA is intended in connection with the Program.

2. Use of Logo and Intellectual Property Rights. The Sponsor will provide MESA with a copy of its logo or trademark in the form required by MESA for the purposes of this Agreement. MESA will only use any logo or trademark provided by the Sponsor for the purposes of this Agreement. The Sponsor warrants that it has full power and authority to provide its logo or trademark as provided to MESA under this agreement. The Sponsor agrees to indemnify and keep indemnified MESA against any claims, actions, liabilities, losses, demands, suits, proceedings, damages, expenses or costs arising out of or in respect of the proper use by MESA of the Sponsor's logo or trademark under this Agreement, including but not limited to any claims in respect of any infringement of any third-party intellectual property rights. Nothing in this Agreement constitutes a grant or creates to or in favor of a party any goodwill or proprietary right in or relation to the other party or any of the other party's intellectual property, including but not limited to the other party's logo or trademarks. Each party agrees not to take any action which may damage the validity or value of the other party's name, corporate logo or other identifying mark in connection with performance of this agreement.

3. Sponsorship Payment. Sponsor agrees to pay MESA the Sponsorship fee as outlined in the Sponsorship Package Offer. MESA will issue an invoice for the Sponsorship Fee to the Sponsor. Payment terms are also outlined in the Sponsorship Package Offer. The contributions described in this Section shall constitute payment by Sponsor solely for Sponsor's Sponsorship of the MESA Program. Such contributions shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by MESA on behalf of Sponsor, or income from a partnership or joint venture.

4. Relationship Between the Parties. The parties agree that this Agreement is not intended to create any joint venture, partnership, employment, or agency relationship of any kind. The parties agree that Sponsorship of the MESA Program does not constitute MESA's endorsement, guarantee, acceptance, or approval of Sponsor, its services, products, programs, or activities.

5. Limitation of Liability; Indemnification. The parties shall indemnify and hold each other, and their respective directors, officers, affiliates, and employees, harmless against any claim, loss, liability, suit or judgment (including attorneys' fees) which arise as a result of the negligence or misconduct of the party, or its respective directors, officers, employees, or affiliates. The parties agree to maintain during the period of this agreement sufficient insurance to cover any claims or suits arising from the MESA Program.

6. Termination and Cancellation. MESA may terminate this Agreement immediately upon written notice to the Sponsor if the Sponsor fails to pay the Sponsorship Fee to MESA in accordance with the payment provisions of this Agreement; Either party may terminate this Agreement if:

- a. the other party commits a breach of any provision of this Agreement and such breach is not rectified within 7 days after receipt of written notice from the first party requiring the breach to be remedied;
- b. one party commits any act or behaves in any manner, which in the reasonable opinion of the other party, brings the first party into disrepute; or
- c. one party becomes or threatens to become, or in the reasonable opinion of the other party is in jeopardy of becoming, subject to any form of insolvency administration.

The Sponsor will not be entitled to any refund of the Sponsorship Fee if the Sponsor terminates this Agreement other than in the case a material breach is not able to be resolved as outlined in 6a-6c.

MESA reserves the right to restrict sponsor material that becomes objectionable because the products or services shown are unrelated to the purpose of MESA's mission or distracts from the general character of the MESA Program as a whole.

MESA may cancel or postpone any event (including webinars, virtual or in-person events) at its discretion in which case MESA and the Sponsor will endeavor to develop an event of the same or similar value that is suitable to both parties to replace the canceled event but no refund will be made. If an emergency arises, Sponsor is allowed to replace their speaker with another similar speaker, or, in the case of webinars, the event can be rescheduled at the Sponsor's request one time.

Either party's delay in or failure of performance under this Agreement shall be excused where such delay results from any cause beyond such party's control, making it illegal, impossible, or commercially impractical to perform the terms of this Agreement. Upon termination or expiration of this Agreement, all rights and privileges for use of the other party's Property shall expire, and each party shall discontinue the use of such other party's Property.

7. Confidential and Proprietary Property. MESA and Sponsor, on behalf of themselves and their respective agents and employees, agree not to use or disclose at any time any confidential information of the other, except as may be authorized in writing by the other.

8. Miscellaneous. This Agreement shall be governed by the laws of the State of Arizona and any claim or cause of action arising under this Agreement shall be adjudicated exclusively in the courts of the State of Arizona. Any party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. This Agreement is binding on the parties, their successors, and assigns, provided that no party may assign this Agreement without the consent of the other party. This Agreement constitutes the entire agreement among the parties and supersedes all prior writings or oral agreements. This Agreement may be amended only in writing clearly setting forth the amendments and signed by the party against whom enforcement is sought.

SPONSORSHIP PACKAGE OFFER

Company confirms its purchase of this package and MESA confirms its intent to deliver this package. In consideration of the payment of the Sponsorship Fee by the Sponsor, MESA grants the Sponsor the non-exclusive sponsorship rights contained within the Sponsorship package.

Select Sponsorship Package:

☐ **Platinum Keystone:**

☐ Annual payment ☐ Quarterly payments

Payment terms: Annual term with payment due in 30 days unless otherwise noted on form. If no box is checked above for annual vs quarterly payments, MESA will assume Sponsor is paying fee in full. In the case of quarterly payments, Sponsor agrees to pay the full sponsorship fee as outlined over the course of a year. Sponsor may not cancel mid-term except as outlined in 6a-6c in the sponsorship agreement. If payment is not made by the due date on the invoice, a late fee of 10% of the amount due will apply.

☐ **Gold Keystone:**

☐ Annual payment ☐ Quarterly payments

Payment terms: Annual term with payment due in 30 days unless otherwise noted on form. If no box is checked above for annual vs quarterly payments, MESA will assume Sponsor is paying fee in full. In the case of quarterly payments, Sponsor agrees to pay the full sponsorship fee as outlined over the course of a year. Sponsor may not cancel mid-term except as outlined in 6a-6c in the sponsorship agreement. If payment is not made by the due date on the invoice, a late fee of 10% of the amount due will apply.

☐ **Regional Keystone**

Payment terms: Annual term with payment due in 30 days unless otherwise noted on form.

☐ **Smart Manufacturing Community**

Payment terms: Annual term with payment due in 30 days unless otherwise noted on form.

☐ **Webinar**

Payment terms: A 25% deposit of such amount is due upon signing of this Agreement, with the remaining balance due two weeks prior to the event.

☐ **Virtual Event: Regional** ☐ **Virtual Event: Global**

Payment terms: A 25% deposit of such amount is due upon signing of this Agreement, with the remaining balance due two weeks prior to the event.

☐ **Model Use Case**

Payment terms: Full payment is due upon signing of this Agreement. Production on the use case will not begin until full payment is received.

MESA Payment Terms are generally Net 30 days. State any exception to these terms (if applicable):

PACKAGE FEE TOTAL: _____

IN WITNESS WHEREOF, the parties' respective duly authorized officers have signed this Agreement, effective as of the day and year first written below.

COMPANY AGREED AND APPROVED BY:

Signature

Date

Printed Name

Job Title

Company

Phone

Email

Billing Contact and Address

MESA AGREED AND APPROVED BY:

Signature

Date