

MESA MODEL USE CASE SPONSORSHIP

Sponsor a use case around the new *MESA Model: A Framework for Smarter Manufacturing*. These short-written works outline examples that combine one or more lifecycles from the model in a smart way by utilizing enabling technologies and incorporating applicable cross-lifecycle threads.

Content for use case provided by sponsor. Use case must be free of overt commercialism (i.e. No product names.) MESA puts the content through review, editing and layout.

Company logo appears on use case.

Logo/link on website(s) and promotional material.

Use case promoted to MESA's subscriber list and on social media channels.

Sponsor will receive a list of those that download the use case with contact information.



Learn more about the MESA Model at www.mesa.org/model

Member Company \$1,000
Non-Member Company \$2,000





CONTACT US

Dom Weyker

Commercial Leader

MESA International

Office: +1 (651) 288-3435

Email: domw@mesa.org

MESA International - 1800 E Ray Rd. STE A106 - Chandler, AZ 85225 - USA
www.mesa.org - HQ Phone: +1 (480) 893-6883



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:

- 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;
- 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
- 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.

