

Insurance Requirement Notice

Due Date: March 26, 2010

Exhibitor Instructions

In accordance with the SAPHIRE 2010 and the 2010 ASUG Annual Conference Exhibitor Agreement required to be signed by exhibitors, and the Exhibitor Rules and Regulations, exhibitors are responsible for obtaining sufficient insurance covering all personnel, exhibit material and equipment. The insurance coverage must be valid for the duration of move-in, show days, and move-out, including public liability, property damage, fire and theft, etc.

Exhibitors must provide SAP with a Certificate of Insurance no later than March 26, at least forty-five days prior to the event. No exhibitor will be allowed to move in without a certificate on file.

In addition, insurance certificates, using the guidelines in this document, must be provided by Exhibitor Appointed Contractors (EAC) performing any on-site show service within the Orange County Convention Center.

Exhibitors should forward this document to their insurance company and Exhibitor Appointed Contractors (EAC's) as a guideline to prepare the certificate.

Exhibitors should provide the insurance company with the name of their conference exhibit manager so they may forward the certificate according to the contact chart on page 2, or to contact him/her with any questions.

Thank you.

Insurance Company Instructions

In accordance with the Exhibitor Rules and Regulations for this conference, your client, an exhibitor at the conference, is responsible for obtaining sufficient insurance covering all personnel, exhibit material and equipment. The insurance coverage must be valid for the duration of move-in, show days, and move-out, including public liability, property damage, fire and theft, etc.

Please use the information on pages 1 and 2 of this document to provide the Certificate of Insurance. If you have any questions, please contact the appropriate conference exhibit manager on page 2. Ask your client for the name of their conference exhibit manager if you are unsure who to contact.

Due Date

A Certificate of Insurance is due to SAP no later than March 26, at least forty-five days prior to the event. No exhibitor will be allowed to move in without a certificate on file.

Show Information Details

SAPHIRE 2010 and the 2010 ASUG Annual Conference Exhibitor Program

SAP Global Marketing, Inc. and Americas' SAP Users' Group
Orange County Convention Center
9800 International Drive, Orlando, FL 32819

Set-up Dates:	May 12-16	Sapphire and Onyx level exhibitors install
Set-up Dates:	May 13-16	Diamond level exhibitors install
Set-up Dates:	May 14-16	Emerald and Ruby level exhibitors install
Set-up Dates:	May 16	Emerald Turnkey, Ruby Turnkey and Pod levels move-in
Show Dates:	May 16-19	
Dismantle Dates:	May 19-21	

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Requirements

The **three required components** of the certificate are outlined below. Please check to see that all three of the requirements are met before faxing or e-mailing the certificate to avoid having it returned for missing or incorrect information.

1. Coverage required (policy dates must not expire before the exhibitor's move-out date):

- Comprehensive commercial general liability insurance with contractual indemnity coverage and combined single limits in the minimum amount of two million dollars (\$2,000,000.00) per occurrence for personal injury and property damage
- Commercial automobile liability insurance with coverage for owned, non-owned, rented and borrowed automobiles with a combined single limit of not less than one million dollars (\$1,000,000.00)
- Employers' liability insurance with limits of at least one million (\$1,000,000.00) per accident covering all of exhibitor's personnel performing work at the OCCC property in connection with the agreement

2. The Certificate Holder must be noted on the certificate:

Certificate Holder:
SAP Global Marketing, Inc.
95 Morton Street
New York, NY 10014

3. The Additional Insured clause must be noted on the certificate:

"SAP Global Marketing, Inc., the Orange County Convention Center, Americas' SAP Users' Group", their parent companies, subsidiaries, affiliates, directors, officers, employees, and agents must be named as additional insured on the certificate with respect to the comprehensive commercial general liability and commercial automobile liability insurance coverage referenced above.

The Certificates of Insurance should be forwarded to the proper **conference exhibit manager** as indicated below. If you are unsure who the manager is, please contact the exhibiting company's primary contact to confirm, or send to Sandy Lorenz. Please do not send the certificate to multiple people. Thank you.

Sapphire Exhibitors 30x40	Onyx Exhibitors 30x30	Diamond Exhibitors 20x20 or 20x30	Emerald and Ruby Turnkey Exhibitors 10x20 / 10x10 Turnkey	Ruby and Pod Exhibitors 10x10 and Pod
Barb Kavetski	Ellen Stangroom	James Boyle	Sandy Lorenz	Danielle Garvey
Tel: 610.518.6291	Tel: 610.954.7510	Tel: 610.661.4115	Tel: 508.210.0071	Tel: 312.673.5817
Fax: 484.698.7006	Fax: 425.650.3952	Fax: 610.661.4116	Fax: 401.633.7201	Fax: 312.644.0575
b.kavetski@sap.com	e.stangroom@sap.com	ja.boyle@sap.com	sandra.lorenz@sap.com	dgarvey@asug.com

See page 3 for additional insurance details per the Exhibitor Rules and Regulations.

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Indemnification Exhibitor hereby covenants and agrees to indemnify, defend, save and hold SAP, ASUG the OCCC and each and all of their parent companies, subsidiaries and affiliates, including all their directors, officers, agents, and employees, (the "Indemnified Parties") free, clear and harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), claims, judgments, fines claims of intellectual property infringement, administration of claims, liens and demands of any kind whatsoever caused by, resulting from, or in any way connected with: (i) Exhibitor's acts, omissions or negligence, or the acts, omissions or negligence of Exhibitor's agents, contractors, employees, members, or attendees in connection with the Exhibitor's use of the function space or(ii) Exhibitor's breach of the Agreement or any of Exhibitor's representations contained therein other than resulting solely from the gross negligence or willful misconduct of SAP and ASUG.

In addition, Exhibitor acknowledges that the Indemnified Parties do not maintain insurance covering Exhibitor's property and that is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor.

Insurance At all times during Exhibitor's use of the function space, Exhibitor shall maintain: Statutory workers' compensation insurance, in accordance with the laws of the State of Florida; Employers' liability insurance with limits of at least one million (\$1,000,000.00) per accident covering all of Exhibitor's personnel performing work at the OCCC property in connection with the Agreement; Comprehensive commercial general liability insurance with contractual indemnity coverage and combined single limits in the minimum amount of two million dollars (\$2,000,000.00) per occurrence for personal injury and property damage; and commercial automobile liability insurance with coverage for owned, non-owned, rented and borrowed automobiles with a combined single limit of not less than one million dollars (\$1,000,000.00). Such insurance policy shall provide coverage insuring against loss, damage or liability for injury or death to persons and loss or damage to property and shall contain no exclusion with respect to property of the OCCC. The aforesaid policies shall be issued by a carrier satisfactory to SAP and ASUG authorized to do business in Florida with a current A.M. Best Company rating of at least A-: VII; be primary and non-contributory regardless of any coverage maintained by SAP or ASUG; and provide at least forty-five (45) calendar days prior written notice of cancellation or reduction in policy limits or coverage. Forty-five (45) calendar days prior to Exhibitor's function date, Exhibitor shall provide their Conference Exhibit Manager with certificates of insurance evidencing the required coverage and, with respect to the comprehensive commercial general liability and commercial automobile liability insurance coverage reference above, naming "SAP Global Marketing, Inc., Americas' SAP Users' Group, the Orange County Convention Center," their parent companies, subsidiaries, affiliates, directors, officers, employees, and agents as additional insured. Exhibitor acknowledges that the Agreement may require Exhibitor to name additional parties, as additional insured in the event other parties are providing services related to the Agreement. Exhibitor shall either require each of its EAC's to procure and maintain during the Conference period and during any set up or extended use period, the insurance coverage specified above in the amounts approved by SAP, ASUG and Exhibitor, or Exhibitor shall insure the activities of its EAC's in Exhibitors' insurance policies as specified in this section. Failure of Exhibitor, including EAC's, shall not relieve Exhibitor from any liability under this Agreement, nor shall such insurance requirements be construed to conflict with, or otherwise limit, Exhibitor's indemnification obligations contained herein. Exhibitor waives the right of recovery or subrogation against SAP and ASUG and the OCCC, its directors, officers, employees or agents.

No later than forty-five (45) calendar days prior to Exhibitor's use of the function space, Exhibitor shall deliver such certificates of insurance to the Conference Exhibit Manager. The consent of SAP and ASUG to the insurance and limits insured, as shown herein, shall not be considered as a limitation of Exhibitor's liability under the Agreement nor an Agreement by SAP or ASUG to assume liability in excess of said amounts or for risks not insured against. A Certificate of Insurance listing all insured parties must be received by the Conference Exhibit Manager prior to any Exhibitor or EAC's entry in the function space or installation of the exhibits and provide that the policies may not be cancelled or materially altered until at least forty-five (45) calendar days prior written notice has been given to SAP and ASUG.

Limitation of Liability The Indemnified Parties' liability to Exhibitor or any third party in any circumstance shall not exceed the amount of fees paid under this Agreement. Notwithstanding, Exhibitor agrees to make no claim for any reason whatsoever against the Indemnified Parties for loss, theft, or destruction of hardware and other tangible goods, nor for any injury, including death, to itself, employees, agents, or representatives; nor for any damage of any nature, including damage to its business for failure to provide exhibit space; nor for failure to hold the Conference as scheduled; nor for any action or omission by the Indemnified Parties.

Anything to the contrary herein notwithstanding, under no circumstances shall the indemnified parties or Exhibitor be liable to each other for special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage, data loss, computer failure or malfunction, or exemplary or punitive damages.