

Exhibit "A" to

SAPPHIRE NOW and the 2011 ASUG Annual Conference Exhibitor Program

May 15 – 18, 2011
Orange County Convention Center, Orlando, FL

Rules and Regulations

SAPPHIRE NOW and the 2011 ASUG Annual Conference Exhibitor Program (the "Conference") is sponsored and managed by SAP Global Marketing, Inc. and Americas' SAP Users' Group. SAP as used herein shall mean SAP Global Marketing, Inc. and agents acting on its behalf regarding the Conference. ASUG as used herein shall mean Americas' SAP Users' Group and agents acting on its behalf regarding the Conference.

By completing the Conference Application and Agreement ("Agreement"), you and your company (the "Exhibitor") agree to enter into an agreement with SAP and ASUG for the use of exhibit space at the Conference in accordance with the following Rules and Regulations as expressly set out below and those additional terms incorporated by reference; all of which are specifically included and made a part of the Agreement. Please read and review each of these items in detail.

All Exhibitors are required as part of the Agreement to comply with the terms of this Exhibit "A", the Exhibitor Manual, and the Orange County Convention Center (the "OCCC") Operational Policies, all of which are hereby incorporated by reference.

- The Exhibitor Manual can be found at www.sapandasugexhibitors.com.
- The OCCC Operational Policies can be found at www.sapandasugexhibitors.com.
- If a conflict exists with these Rules and Regulations, Exhibitor Manual, the OCCC Operational Policies and any other term in the Agreement, always follow the stricter rule or regulation.

For easy reference the clauses below are listed in alphabetical order.

- 1. Admission / Registration.** Everyone who attends the Conference must register. This includes all Conference attendees, Exhibitor employees and booth staff. SAP and ASUG shall have the sole control over admission policies to the Conference at all times.
 - a. Badges are not transferable.
 - b. Exhibitor registration will be available online once the Agreement is received by your assigned Exhibit Manager, accepted by SAP and ASUG, and Conference registration is open.
 - c. Conference badges are included with each exhibit package.
 - d. Exhibitor appointed contractors ("EAC's") will be issued wrist bands as outlined in the Exhibitor Manual/Exhibitor Resource Guide.
 - e. Please be advised that there could be restricted access to some of the ASUG Annual Conference sessions.
- 2. Aisles and Common Areas.** The aisles, passageways, and overhead spaces remain strictly under the control of SAP and ASUG. No signs, decorations, banners, advertising matter or special exhibits will be permitted in these areas. Each Exhibitor is responsible for keeping the aisles near its exhibit space free from congestion caused by demonstrations and other promotional activities.
- 3. Cancellation/Reduction of Exhibit Space.** Exhibitor Packages are limited and an integral revenue stream to offset the costs of the Conference, and any cancellation or reduction of an Exhibit Package after SAP and ASUG receive the Exhibitor Agreement will result in additional SAP and ASUG efforts and cost and negatively impact the Conference. Therefore Exhibitor understands and agrees that any change in the selected Exhibitor Package after the Agreement has been delivered will be subject to an administrative fee which it agrees SAP and ASUG may be entitled

to, not as a penalty, but as a liquidated damage. For a reduction in the selected Exhibit Package, the administrative fee will be fifty percent (50%) of the difference between the original fee and the fee for the reduced Exhibitor

Package selected. If Exhibitor cancels the Exhibitor Agreement/Package selected, the administrative fee shall be fifty percent (50%) of the total Exhibit Package fee. The other 50% of the paid fee will be returned, but only in the event written cancellation of the Agreement is received by March 21, 2011. The administrative fee for cancellations received after this date will be 100% and are NOT eligible for any refund. All notices required, or as may be given pursuant to this Agreement, shall be in writing and shall be deemed duly given when delivered to the Exhibit Manager at the fax number stated on the Agreement.

Exhibitor agrees that notwithstanding anything to the contrary, SAP has the right, at its sole discretion, to refuse any Exhibitor's participation at the Conference, or cancel the Agreement with no liability to SAP except for any appropriate refunds of Exhibitor fees paid.

- 4. Conduct.** Exhibitor acknowledges that SAP and ASUG have a reputation for offering high quality entertainment and/or services to the public and that they and their parent companies, subsidiaries and affiliates are subject to regulation and licensing and desire to maintain their reputation and receive positive publicity. Exhibitor therefore agrees that throughout the term of this Agreement, Exhibitor's directors, officers and managers will not conduct themselves in a manner that is contrary to the best interests of, nor in any manner that adversely affects or is detrimental to, SAP, ASUG the OCCC, their parent companies, subsidiaries and affiliates, including all their directors, officers, agents, and employees ("Conference Hosts") , and will not directly or indirectly make any oral, written or recorded private or public statement or comment that is disparaging, critical, defamatory or otherwise not in their best interests.

Exhibitor shall not market, advertise, promote, or distribute any products or services that are competitive to any SAP software products or related services. SAP and ASUG reserve the right, at any time, to review the display materials, demos, company descriptions, marketing opportunity sponsorship messaging, collateral assets and presentations of all Exhibitors to address any sensitive and/or competitive issues. SAP and ASUG may remove any exhibit, which, in their opinion, may detract from the general character of the Conference as a whole, or consists of products or services in competition with their products or services or otherwise inconsistent with the purpose of the Conference.

Exhibitor shall, at all times, conduct its activities in a safe and careful manner, with full regard to public safety, and will observe and abide by all applicable laws (including the Americans with Disabilities Act), ordinances, rules, regulations and requests by duly authorized governmental agencies having jurisdiction, as well as those of the Board of Fire Underwriters or any similar body.

Attire for the Exhibitor staff, to include EAC's, should always reflect the highest level of professionalism. A dress code policy is included in the Exhibitor Resource Guide in the Exhibitor Manual. Each Exhibitor will be held accountable for abiding by this policy.

The Conference Hosts reserve the right to eject from the Conference any person or persons they believe, in their sole discretion, is disrupting or obstructing the proper operation and management of the OCCC. The Conference Hosts shall not be liable to Exhibitor, its agents, contractors, employees, members or attendees, for exercising such right.

Exhibitor agrees that anything to the contrary notwithstanding, SAP may also immediately terminate this Agreement without any liability to SAP or ASUG in its sole discretion based on conduct of the Exhibitor.

- 5. Confidentiality.** Exhibitor acknowledges SAP's and ASUG's proprietary interest in and title to all confidential information, including SAP's and ASUG's operations, their employees, contractors, agents, customers, including, documentation, training materials, customer and prospect information, marketing materials and strategies, surveys, data, drawings, designs, procedures, trade secrets, know-how, process or other information SAP may furnish to Exhibitor hereunder. Exhibitor shall keep all such information strictly confidential and shall not disclose, transfer or otherwise make available the confidential information to any third party for any reason. All Conference attendees' personal information shall be protected and no attendee lists will be released. In no event shall Exhibitor collect, use, sell, transfer or otherwise release the names of Conference attendees or any of their information or data received directly or indirectly during the event to any third party, unless expressly approved by such attendee. Exhibitors intending to collect attendee personal information, including any scanning of their Conference badges, are required to

obtain the attendee's consent prior to such collection including posting an appropriate notification (approved by SAP and ASUG) to attendee at any such badge reader or collection device. Exhibitor will abide by all applicable privacy laws and agrees to indemnify and defend SAP and ASUG in regards to any collection or use by Exhibitor of attendees information.

- 6. Eligibility.** Eligibility to be an Exhibitor in this program is limited to companies that have a current partnership agreement in good standing with SAP, have a SAP certified product(s), or are in the process of partnership or certification. Companies that do not meet these criteria will require an explicit endorsement from SAP. All Exhibitors must be in good credit standing with SAP and ASUG with no past due amounts. SAP and ASUG reserve the right to reject or cancel any application/agreement to exhibit.
- 7. Exhibit Construction and Layout.** Detailed regulations governing the construction, height and layout of exhibits are included in the Exhibitor Manual. The provisions of the Exhibitor Manual are incorporated by reference as if set forth in full text. Each Exhibitor will be held accountable for abiding by these regulations.

Exhibitor shall be liable for any damage, normal wear and tear excluded, to the function space, or to any other real or personal property of the Conference Hosts, caused by the act or omission of Exhibitor, its agents, directors, shareholders, employees, members, attendees, EAC's, volunteers, or performers. Exhibitor will not, and shall not permit others to, drive nails, tacks, hooks, screws, or other items into any part of the function space or OCCC equipment or property. Exhibitor shall return the function space to the Conference Hosts in as good of condition and repair as the same shall have been found when licensed for Exhibitor's use.

The Exhibitor is solely responsible for his own exhibit material and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an Exhibitor is in its care, custody, and control in transit to, or from, or within the confines of the exhibit space. None of the Conference Hosts shall bear any responsibility for the safety of or damage to the Exhibitor property, its personnel, employees, agents or representatives or personal property.

- 8. Exhibitor Events.** Exhibitor activities that conflict with the Conference program are not permitted. This includes breakfasts, receptions or any other activities occurring in Orlando during the published Conference program schedule. For the purposes of this Conference, a conflicting activity is defined as one that assembles over 50 Conference attendees in one location. Each Exhibitor must complete the Strategy, Positioning and Special Activities online form, for internal SAP and ASUG use only, regarding their presence and messaging at the Conference. SAP reserves the right to cancel any Agreement that does not follow these regulations.
- 9. Exhibit Hardware, Software, Distribution of Material.** The Conference has a network security policy that requires adherence to several necessary practices in order to maintain a healthy viable network. This declaration of compliance sets forth the Network Security online form and must be completed online prior to Exhibitor network services being activated. SAP and ASUG require that all devices directly or indirectly accessing the Conference network and Internet connection have the latest virus scan software, Windows security updates, system patches, and any technological cautions necessary to protect Exhibitor, and other exhibitors, from any virus, malicious programs, and other disruptive applications. Misuse of network services may result in service interruption to Exhibitor and other Exhibitors and will lead to disconnection of the Exhibitor's network equipment. In the event the Exhibitor fails to immediately correct the problem SAP and ASUG reserve the right to immediately terminate access to the network. In such event no refunds will be given.

Any device that adversely impacts the Conference network or Internet connection will be disconnected with or without prior notice at the discretion of SAP and ASUG. The device(s) in question will remain disconnected until all issues are adequately resolved. Additional charges may apply for problem resolution. With advance and timely notification of Exhibitor needs, SAP and ASUG are confident that network services that perform as expected will be available for all Exhibitors.

Demonstrations at Exhibitor booths must focus on tools and/or products integrated with SAP Software products and/or related services. The demonstration must be maintained in a professional manner, consistent with the guidelines described in the Exhibitor Manual.

Distribution of Marketing Material. The aisles, passageways, and overhead spaces remain strictly under the control of SAP and ASUG. This includes all Conference function space, the show floor or other OCCC property. Exhibitor personnel to include booth staff, models, hostesses, and any hired help are not permitted to distribute literature or promotional items of any kind outside the confines of the contracted exhibit space. Branded exhibitor personnel are not permitted to walk the Conference function space, the show floor or other OCCC property for the purposes of advertising their brand, solution, etc.

Logo and Name Use. Pursuant to the terms of this Agreement, SAP and ASUG hereby grant to Exhibitors the non-exclusive, non-transferable, limited term license to use the SAPPHIRE NOW or the ASUG Annual Conference logo provided and to reference "SAP", "SAPPHIRE NOW", "ASUG" and/or "the ASUG Annual Conference" only as to Exhibitor's participation as an Exhibitor at the Conference and expressly not in relation to endorsement of any product or service. Use of the logos and names shall at all times adhere to the use guidelines in the Exhibitor Manual. The limited term of the license shall expire the earlier of: (i) any breach of the terms of this Agreement; or (ii) at the conclusion of the Conference. Exhibitor grants a similar license and scope to use its name and logo as provided to SAP and ASUG solely in relation to the Conference.

10. Exhibit Space Use. The exhibit space is subject to the terms of this Agreement and it is to be used solely for the Exhibitor whose name appears on the Agreement. It is agreed the Exhibitor will not sublet or assign any portion of the exhibit space allotted to them without the express written consent of SAP and ASUG. Exhibitor cannot assign any of its rights or obligations under this Agreement without the express written agreement of SAP and ASUG.

If an Exhibitor's space or any part thereof is abandoned or becomes vacant at any time during the Conference, SAP, ASUG or its representatives may enter and use the space without being liable therefore, and may at SAP's and ASUG's option, permit a party other than the Exhibitor to occupy the space.

11. Exhibit Space Selection/Payment Terms. Sapphire and Onyx levels: exhibit space selection is determined by the order of completion of the online Exhibitor Application. In addition, the signed Exhibitor Agreement must be received by the Exhibit Manager before space can be selected. Once space selection has begun, new exhibitors at these levels will select space on a first-come, first-served basis, based on availability. The Sapphire level will select space first, followed by the Onyx level.

Diamond, Emerald, Emerald Turnkey, Ruby, Ruby Turnkey and Pod levels: exhibit space will be selected within each package level. A Priority Point System will be used to establish priority for exhibit space selection. In order to be considered for the Priority Point System, the signed Exhibitor Agreement must be received by the Exhibit Manager and full payment must be received by SAP by February 8, 2011. Exhibitors who complete the Exhibitor Application and/or whose signed Exhibitor Agreement and full payment are received after February 8 will select space on a first-come, first-served basis, based on availability.

Exhibit space selection will take place in early 2010. SAP and ASUG do not represent that any space will be available to any applicant. SAP and ASUG retain the exclusive right to revise the show floor plan and/or move Exhibitors as necessary.

12. Force Majeure. If, prior to the Conference, the exhibit space, or any part thereof, shall be rendered unusable, destroyed or damaged by fire, acts of God, riot, terrorism, national disaster, strike, civil disorder, acts of the public enemy, or enactment, rule, order or act of government or governmental instrumentality (whether federal, state, local, or foreign), or any other emergency beyond SAP's, ASUG's or the OCCC's control that makes it illegal, impossible or from a personal safety basis, inadvisable to perform the obligations under this Agreement (each a "Force Majeure Cause"), SAP and ASUG shall have the right within a reasonable time after the happening of such contingency and, while such contingency continues, to suspend or terminate the Agreement or such affected portion of the Agreement. Except as set forth herein, SAP, ASUG and the OCCC shall not have any further liability or obligation to the Exhibitor. In the event the Conference has commenced, at the time of the Force Majeure Cause, or SAP and ASUG have incurred expenses which under the Agreement are the responsibility of Exhibitor, then for the period of use until the time of termination, and to the extent SAP and ASUG have incurred such expenses, Exhibitor shall be liable to SAP and ASUG, unless reimbursement is waived by SAP and ASUG. An informational picket line shall not be deemed a Force Majeure Cause.

13. General. All matters and questions not specifically covered by the Agreement, Rules and Regulations or other provisions incorporated by reference are subject to resolution at the discretion of SAP and ASUG. The Agreement may be amended or supplemented at any time by SAP and ASUG. All such amendments or additions shall, upon reasonable notice, be as equally binding on all parties affected.

14. Gifts, Contests, Raffles, Etc. SAP and ASUG reserve the right to prohibit, limit or discontinue the distribution of any gift, giveaways, hospitality suite or similar promotions. Contests, raffles and drawings, often involve compliance with specific state or local laws or regulations. Any such activities will be subject to the prior written approval of SAP and ASUG and by submitting any such request to SAP and ASUG the Exhibitor expressly agrees that even if such approval is given, the Exhibitor accepts complete responsibility for any such activity and agrees to hold harmless SAP, ASUG and the OCCC. SAP and ASUG must receive advance written notice via the Strategy and Positioning Form found in the Exhibitor Manual of any contests, raffles and/or drawings. There will be no announcements by SAP or ASUG of Exhibitor's contest, drawing or raffle winners.

15. 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.

16. Installation, Dismantling, and Show Hours. Hours and dates for installing, exhibiting, and dismantling shall be those specified by SAP and ASUG and will be included in the Exhibitor Manual. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the exhibit hall after the specified conclusion of the dismantling period set by SAP and ASUG.

Exhibits must remain open and intact until the official closing of each show day. Exhibits must be staffed during exhibit hours. Early tear down is not permitted. Exhibitors with booth personnel under 18 years of age must obtain written permission from SAP and ASUG prior to the show opening. **Note:** All exhibits MUST be completely set-up by the time designated on the Conference schedule, found in the Exhibitor Manual. Any exhibit booth not set up at this time will be removed from the show floor at the Exhibitor's expense.

17. 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 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, Americas' SAP Users' Group*", 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 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 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.

18. 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.

19. Noise. No noisy or obstructive work will be permitted during open hours of the Conference. SAP and ASUG reserve the right to restrict exhibits, which because of noise, method of operation, materials or for any other reason become objectionable. All sound systems must point inward within the Exhibitor's exhibit space, and cannot point toward the aisles. SAP and ASUG shall have the sole discretion in determining what is noisy, obstructive or objectionable.

20. Release. Exhibitor consents to and authorizes the use, reproduction, and public release, by SAP and ASUG of any and all recordings in whatever medium including video, audio or other transcript ("Recording") gathered in relation to the Conference. Exhibitor agrees all such recordings will be the property of SAP and ASUG, solely and completely. Exhibitor agrees to obtain sufficient rights and releases from any employees and agents working with Exhibitor at the Conference, to grant the SAP and ASUG a perpetual, unrestricted and royalty-free right to use their likeness, photograph, voice and or name in the Recording including any portion thereof, for advertising, publicity, trade or any other lawful purposes, in any medium now known or hereafter to be developed and do hereby release and forever discharge SAP and ASUG from any and all claims resulting directly or indirectly from use of the recordings.

21. Show Services. Show services and labor may be ordered through Freeman, the official show contractor for the Conference and other official service contractors. Exhibitor appointed contractor ("EAC") regulations and service order forms will be provided in the Exhibitor Manual.

22. Warranty. No representation, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to this Agreement, SAP, ASUG or the OCCC, or the goods or services provided hereunder, except as are expressly stated herein. Although SAP, ASUG and the amenities provided to Exhibitor pursuant to this Agreement are obtained from other sources believed to be reliable, they are to be taken "as is", with no warranty of merchantability or fitness for any particular purpose.

23. Entire Agreement, Severability and Applicable Law. The Agreement including these Rules and Regulations and the additional terms incorporated by reference constitute the entire agreement between the parties and supersede any previous understandings, representations, discussions, and writings between the parties. No modification or addition hereto or waiver or cancellation of any provision hereof shall be valid except by a writing signed by the

parties hereto. If any provisions in this Agreement are invalidated, all the other provisions shall be construed as if such invalid or unenforceable provision had never been contained herein. This Agreement is deemed to be made under and shall be governed and construed according to the laws of the Commonwealth of Pennsylvania. Each party agrees to submit its person and property to the jurisdiction of the courts of the Commonwealth of Pennsylvania.