



Insurance Requirement Instructions

Due Date: July 29, 2011

Exhibitor Instructions:

In accordance with the SAP TechEd 2011 Las Vegas Exhibitor Application and Agreement signed by the exhibitor, and the SAP TechEd 2011 Las Vegas Rules and Regulations, the exhibitor 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.

The exhibitor will provide SAP with a Certificate of Insurance no later than July 29, forty-five days prior to the event. No exhibitor will be allowed to move in without a certificate on file.

In addition, exhibitors using outside contractors (EAC's) that will provide any on-site show service must provide insurance certificates, using the guidelines in this document, for their contractors. This include performers, hostesses, etc. that may work in your booth during the conference.

Forward this document to your insurance company and Exhibitor Appointed Contractors (EAC's) as a guideline to prepare the certificate.

Provide the insurance company with the name of your exhibit manager so they may forward the certificate according to the contact chart on page 2, or to contact her with any questions.

Thank you.

Insurance Company Instructions:

In accordance with the SAP TechEd 2011 Las Vegas Exhibitor Application signed by the exhibitor, and the Rules and Regulations, the exhibitor 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 in this document to provide the required Certificate of Insurance for this event. If you have any questions, contact the appropriate Exhibit Manager on page 2 of this document. Ask the exhibitor for the name of their exhibit manager if you are unsure of whom it is.

Due Date:

A Certificate of Insurance is due to SAP Global Marketing no later than July 29, forty-five days prior to the event. No exhibitor will be allowed to move in without a certificate on file.

Show Information Details:

SAP TechEd 2011 Las Vegas
The Venetian and the Palazzo Congress Center
3355 Las Vegas Boulevard South
Las Vegas, NV 89109

Set-up Date	September 12
Exhibit Hall Dates	September 13-15
Dismantle Date	September 15
Conference Dates	September 12-16

Insurance Requirement Instructions continued

Certificate Requirements:

There are three required components of the certificate. Please check to see that all three are met before faxing or e-mailing the certificate to avoid having it returned if information is incorrect or missing.

The three components are outlined below:

1. Summary of Coverage required - *policy dates must not expire before the exhibitor's move out date*

- **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 Venetian/Palazzo Congress Center 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
- **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)

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

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

3. Additional Insured:

"SAP Global Marketing and the Venetian/Palazzo Congress Center", 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.

PLEASE E-MAIL OR FAX CERTIFICATES TO THE CORRESPONDING EXHIBIT MANAGER:

Platinum (20x20) Gold Plus and Gold Level (10x20) Exhibitors	Silver Level (10x10) Exhibitors	Pod Level Exhibitors
Ellen Stangroom	Sandy Lorenz	Katherine Soong
Tel: 610.954.7510	Tel: 508.461.7421	Tel: 925.236.4008
Fax: 425.650.3952	Fax: 401.633.7201	Fax: 925.236.6806
e.stangroom@sap.com	sandra.lorenz@sap.com	katherine.soong@sybase.com

Additional insurance details per the Rules and Regulations

Indemnification. Exhibitor hereby covenants and agrees to indemnify, defend, save and hold SAP and the Venetian/Palazzo Congress Center 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.

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 Requirement Instructions continued

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 Nevada; 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 Venetian/Palazzo Congress Center 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 Venetian/Palazzo Congress Center. The aforesaid policies shall be issued by a carrier satisfactory to SAP and authorized to do business in Nevada 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; 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. and the Venetian/Palazzo Congress 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 and the 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 the Venetian/Palazzo Congress Center, 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 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 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 into 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.

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.