

Exhibit “A” to

SAP TechEd Las Vegas Exhibitor Program September 24-26, 2019

Rules and Regulations

The SAP TechEd Las Vegas Exhibitor Program (the “Conference”) is sponsored and managed by SAP Global Marketing, Inc. “SAP” as used herein shall mean SAP Global Marketing, Inc. 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 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 SAP TechEd Exhibitor Manual, and the Venetian Hotel Resort Casino and the Palazzo Resort Hotel Casino (“Venetian and Palazzo Hotel”) Tool Kit, all of which are hereby incorporated by reference.

- The SAP TechEd Exhibitor Manual: <https://events.sap.com/teched-exhibitors/en/home>
- The Venetian and Palazzo Hotel Tool Kit:
<https://www.venetian.com/content/dam/venetian/conventions/meetings-professional-guide.pdf>
- If a conflict exists with these Rules and Regulations, the Exhibitor Manual, and the Venetian and Palazzo Hotel Tool Kit 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 shall have the sole control over admission policies to the Conference at all times.
 - a. Conference 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 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.
- 2. Aisles and Common Areas.** The aisles, passageways, and overhead spaces remain strictly under the control of SAP. 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. Exhibitor Cancellation/Reduction of Exhibitor Agreement/Package.** 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 receives the Exhibitor Agreement will result in additional SAP effort 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 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 Exhibit 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 July 26, 2019. 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 as 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 to SAP

- 4. Conduct.** Exhibitor acknowledges that SAP has 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, 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 and the Venetian and Palazzo Hotel, 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 non-complementary to any SAP software products or related services. SAP reserves the right, at any time, to review the display materials, demos, company descriptions, marketing opportunity sponsorship messaging, collateral assets, and presentations of all Exhibitors prior to the Conference to address any sensitive and/or non-complementary issues. SAP 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 that are non-complementary or otherwise inconsistent with the purpose of the Conference. Exhibitors should not in any way distribute items or hold special activities that appear to be official SAP sponsored items or events. In addition, no exhibitor activity should interfere with the attendee experience.

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 Venetian and Palazzo Hotel. 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 in its sole discretion based on conduct of the Exhibitor.

- 5. Confidentiality.** Exhibitor acknowledges SAP's proprietary interest in and title to all information, including SAP's products, services or operations, their employees, contractors, agents, customers, including, documentation, training materials, customer and prospect information, marketing materials and product and service strategies, surveys, data, drawings, designs, procedures, trade secrets, know-how, process or other information about SAP that may be furnished or disclosed to Exhibitor in conjunction with the Conference. Exhibitor shall keep all such information strictly confidential and shall not disclose, transfer or otherwise make available this information to any third party for any reason. All Conference attendees' personal information shall also 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 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 in regard to any collection or use by Exhibitor of attendee's 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. Exhibitors must have no outstanding credit issues or past due amounts with SAP. SAP reserves 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 the Venetian and Palazzo Hotel 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 Las Vegas 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 and Activities Form, found in the online console, for internal SAP 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, Logo and Name Use. The Conference has a computer network policy that requires adherence to several necessary practices in order to maintain a healthy, viable network. A completed Computer Network Security Form, found in the online console, is required of all exhibitors. All devices directly or indirectly accessing the conference network and Internet connections are requested to have the latest virus protection software, operating system security updates, system patches, and any technological cautions necessary to protect exhibitors and others from any virus, malicious programs, and other disruptive applications. Misuse of network services may result in service interruption to Exhibitors and could lead to disconnection of the initiating Exhibitor's network equipment, with or without prior notice and at the discretion of SAP. The device(s) in question will remain disconnected until all issues are adequately resolved. Additional charges may apply for problem resolution.

Complimentary Wi-Fi Internet access is available for all attendees in the venue during the conference. In an effort to keep the Wi-Fi network running smoothly, all exhibitors are asked not to set up their own Wi-Fi access points in the venue before and during the conference. This includes exhibit space and meeting rooms. Requests for variance should be sent to your SAP exhibit manager.

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. This includes all Conference function space, the show floor or other Venetian and Palazzo Hotel 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 Venetian and Palazzo Hotel property for the purposes of advertising their brand, solution, etc.

Logo and Name Use. Pursuant to the terms of this Agreement, SAP hereby grant to Exhibitors the non-exclusive, non-transferable, limited term license to use the SAP TechEd Conference logo and to reference "SAP", "SAP TechEd", 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 or termination 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 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. Exhibitor cannot assign any of its rights or obligations under this Agreement without the express written agreement of SAP.

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

11. 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 situation including as the result of health advisories beyond SAP's or the Venetian and Palazzo Hotel'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 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 and the Venetian and Palazzo Hotel 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 has 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 has incurred such expenses, Exhibitor shall be liable to SAP, unless reimbursement is waived by SAP. An informational picket line shall not be deemed a Force Majeure Cause.

12. 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. The Agreement may be amended or supplemented at any time by SAP. All such amendments or additions shall, upon reasonable notice, be as equally binding on all parties affected.

13. Gifts, Contests, and Drawings. Contests 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 the State of Nevada, the Venetian and Palazzo Hotel and/or SAP by Exhibitor complying with specific policies and procedures that minimally require submitting any such request to SAP at least sixty-five (65) days prior to such activity and the Exhibitor expressly agreeing that even if such approval is given, the Exhibitor accepts complete responsibility for any such activity and agrees to hold harmless SAP and the Venetian and Palazzo Hotel. SAP must receive such request on a fully completed Venetian and Palazzo Hotel designated submission form (Exhibitor is responsible for all actions necessary to obtain approval by SAP and Venetian and Palazzo Hotel which includes but may not be limited to completing and submitting the aforementioned form) by the 65 day advance written notice deadline and also submit the required information requested by SAP via the Strategy and Positioning Form found in the Exhibitor Manual of any contests, or drawings. Regardless of any subsequent approval of such activities, there will be no announcements by SAP of Exhibitor's contest or drawing winners.

14. Indemnification. Exhibitor hereby covenants and agrees to indemnify, defend, save and hold SAP and the Venetian and Palazzo Hotel 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.

15. Installation, Dismantling, and Show Hours. Hours and dates for installing, exhibiting, and dismantling shall be those specified by SAP 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.

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 21 years of age must obtain written permission from SAP 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.

16. Insurance. At all times during Exhibitor's use of the function space, Exhibitor shall maintain, with insurance carrier(s) satisfactory to SAP and authorized or permitted to do business in the state of Nevada, with a current A.M. Best Company rating of at least A- VII, the following insurance: (a) statutory workers' compensation insurance; (b) employer's liability insurance with limits of at least one million dollars (\$1,000,000.00) each employee by disease, per accident and disease policy limit; (c) commercial general liability insurance with combined single limit of at least two million dollars (\$2,000,000.00) per occurrence including, but not limited to, coverage for bodily injury, death, property damage, products and completed operations, contractual liability, independent contractors, premises/operations; the policy shall include a cross-liability and severability of interest clauses; and (d) commercial automobile liability insurance with coverage for owned, non-owned, rented and borrowed automobiles with a limit of not less than one million dollars (\$1,000,000.00) per occurrence. All policies required herein shall be amended to include a waiver of subrogation endorsement in favor of SAP Global Marketing, Inc., Venetian Hotel Resort Casino and the Palazzo Resort Hotel Casino their parent(s) and each of their respective direct or indirect, partners, members, affiliates, principals, directors, officers, stockholders and employees (hereafter "Indemnified Parties"). The commercial general liability and commercial auto liability policies shall be amended to include Indemnified Parties as additional insured. Except for workers' compensation insurance, the required policies shall contain an endorsement noting that Exhibitor's insurance is primary and non-contributory with any insurance carried by the Indemnified Parties. Exhibitors, their brokers or insurance carriers shall provide at least thirty (30) calendar day's prior written notice of cancellation or reduction in policy limits or coverage.

Forty-five (45) calendar days prior to Exhibitor's use of function space, Exhibitor shall provide to their Exhibit Manager certificate(s) of insurance evidencing compliance with all aforementioned insurance requirements. In the event other parties (subcontractors, vendors, etc.) are providing goods or services related to Exhibitor's use of the function space, Exhibitor shall require all such parties to procure and maintain, during the period when such goods and services are being provided, insurance coverage in compliance with all aforementioned insurance requirements. None of the requirements contained herein as to types or limits or Exhibit Manager's approval of insurance coverage to be maintained by Exhibitor, or failure to monitor compliance with insurance requirements are intended to, and shall not in any manner, limit, qualify or quantify the liabilities and obligations assumed by Exhibitor under the Agreement or as otherwise provided by law.

17. 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.

18. Noise. No noisy or obstructive work will be permitted during open hours of the Conference. SAP reserves 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 shall have the sole discretion in determining what is noisy, obstructive or objectionable.

19. Payment Terms/Signed Agreement /Space Selection. After the Exhibitor Application has been submitted, a package payment request, with a link to an invoice and an application acknowledgment with a PDF of the Exhibitor Agreement, will be generated and sent via e-mail to all contacts listed in the application. It is the responsibility of the exhibiting company to return a signed copy of the agreement and make payment to SAP by August 16.

Gold Plus, Gold, and Silver level exhibitors' exhibit space selection order is determined by the receipt date of the signed Exhibitor Agreement. Exhibitors who have completed the Application and whereby SAP has received the signed Exhibitor Agreement and full payment by August 16 will select space the week of August 19. Exhibitors whose signed agreement and payment are received after August 16 will be assigned space in order of the date their signed agreement is received, and provided space remains available.

Platinum level exhibitors will be contacted individually for their exhibit space selection.

SAP retains the exclusive right to revise the show floor plan and/or move Exhibitors as necessary. All Fees must be paid in full prior to set-up.

- 20. Release.** Exhibitor consents to and authorizes the use, reproduction, and public release, by SAP of any and all recordings in whatever medium including video, audio or other transcript ("Recordings") gathered in relation to the Conference. Exhibitor agrees all such Recordings will be the property of SAP and exhibitor agrees to obtain sufficient rights and releases from any employees and agents working with Exhibitor at the Conference, to grant SAP the perpetual, unrestricted and royalty-free right to use their likeness, photograph, voice and or name in the Recordings 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 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 or the Venetian and Palazzo Hotel, or the goods or services provided hereunder, except as are expressly stated herein. Although SAP 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.