

Terms and Conditions of Participation for the SMA Solar Academy (Germany) (last amended February 2017)

1. Scope

The subject of these terms and conditions of participation is the participation in seminars, technical training measures, e-learning programs, continuing education and further training measures and other events (hereinafter referred to as "event" or "events") provided by Digital River GmbH, Scheidtweilerstraße 4, 50933 Cologne (hereinafter "Digital River") in cooperation with the SMA Solar Academy Germany (hereinafter "SMA," "we," or "us").

These terms and conditions of participation will be implemented by both SMA and Digital River. They will thus constitute a component of your contract with Digital River, if you conclude a contract with Digital River (cf. further details on contractual conclusion in following Clause 2).

2. Conclusion of Contracts

The provider of the events is Digital River. **The contract concerning participation in the events (hereinafter "participation contract") will thus be concluded exclusively with Digital River.** If the events are presented on an SMA website, or if SMA provides booking for the events, SMA is acting only as an intermediary between you and Digital River with regard to the contractual conclusion.

SMA is executing the participation contract with Digital River solely for the purpose of fulfilling Digital River's contractual obligations to you from the participation contract, and does so as a vicarious agent of Digital River. Therefore, these terms and conditions of participation do not justify any claims for you against SMA regarding participation in the events. Such claims can only arise from the participation contract with Digital River.

In addition to the information on the formation of a participation contract, which will be described below, these terms and conditions of participation supplement the participation contract with Digital River with respect to the execution of the events and are therefore a part of the participation contract with Digital River. Thus, no contractual claims of the customer against SMA arise from the terms and conditions of participation. **However, Clause 8 (Use of Training Documents) also constitutes an agreement between you and SMA.**

You can register for one or more events via our website or by sending an e-mail to solaracademy@SMA.de. There is no obligation to accept registrations. The presentation of events on the SMA website does not constitute a binding offer from Digital River or SMA to conclude a contract, and only serves informational purposes.

If you do not register via our website, please provide us with the name of the participant and the complete company or invoicing address with telephone and fax number as well as e-mail address.

We will confirm the receipt of your registration via e-mail. In this e-mail, we will provide you with a link to a Digital River website where you can conclude the participation contract with Digital River. The conclusion of the participation contract will be confirmed for you in a separate e-mail from Digital River.

Of course, you can re-register for a different event date or another event via our website or by sending an e-mail to solaracademy@SMA.de (including the title and date of the event and the full name of the participant) before concluding the participation contract with Digital River. You can also withdraw from the event via our website or by sending an e-mail to solaracademy@SMA.de (including the title and date of the event and the full name of the participant) before concluding the contract with Digital River.

3. Event Location

Unless stated otherwise in the event description, the location for all face-to-face events is the Günther Cramer Solar Academy, Sonnenallee 1, 34266 Niestetal, Germany.

4. Service Content of Events

Unless otherwise shown in the event description, the respective participation fees stated for the event include the following:

- One joint midday meal per full seminar day
- Drinks during breaks
- Working documentation

5. Substitution for Events

You can nominate a substitute at any time, instead of the registered participant, by sending an e-mail to solaracademy@SMA.de. You will not incur any additional costs.

6. Cancellation of Events

We are entitled to cancel the event at least 14 days before the start date in the event of failure to reach the required number of participants or for other important reasons for which we are not responsible (e.g., sudden illness of the speaker, force majeure). We shall inform you via e-mail of any such situation immediately. Of course, participation fees already paid will be refunded by Digital River. If we or Digital River immediately cancel the event after becoming aware of failure to reach the required number of participants or other important grounds justifying cancellation, Digital River is not liable for reimbursement of damages or expenses. Claims against us on such grounds are therefore already excluded, because no contractual relationship exists between us regarding this issue.

7. Reservation of Right to Make Changes

We are entitled to make necessary changes or deviations in terms of content, methods and organization (e.g., as a result of changes to the law) prior to or during the event, provided these do not significantly alter the benefit of the advertised event for the participant. We are entitled to replace the planned speakers if necessary (e.g., in the event of illness or accident) with other persons who have equivalent qualifications in the subject advertised.

The documents provided within the scope of the continuing education program will be prepared to the best of our knowledge and belief. Neither we nor Digital River assume any liability or responsibility for the correctness, currentness, completeness, or quality of the content.

8. Usage of the Training Documentation

We reserve unrestricted title to all deliveries of teaching materials that belong to us until such time as all payment obligations to Digital River have been honored in full by the customer. Sharing training documents with third parties or using them for third parties is not permitted.

Documents and software provided or handed over by SMA within the scope of the event must not be reproduced or processed, duplicated, disseminated or used for public rendering via electronic systems without the written consent of SMA Solar Technology AG. In the event of contravention, the participant may be required to provide compensation.

Together with Digital River, we also have a claim to compliance with the provisions of this clause (Clause 8). If you violate this, we can take legal measures against you (concerning fulfillment, failure to act, compensation for damages, etc.).

The assertion of claims arising from Clause 8 is subject to German law with the exclusion of conflict of laws. The exclusive place of jurisdiction for the assertion of our claims from Clause 8 is Kassel, Germany.

SMA Solar Technology AG,

Sonnenallee 1, 34266 Niestetal, Germany