

Terms and Conditions for the SMA Solar Academy (America) (last amended February 2018)

1. Scope

These terms and conditions govern your participation in seminars, technical trainings, e-learning programs, webinars, continuing education, further trainings and other events (hereinafter referred to as "Event" or collectively as "Events") provided by the SMA Solar Academy of SMA Solar Technology America LLC (hereinafter "SMA", "we" or "us").

The Terms and Conditions are entered into by and between you and SMA. These Terms and Conditions will become part of your participation contract with SMA when you accept these Terms and Conditions during the booking process.

2. Conclusion of Contracts

The provider of the Events and your contract partner for the participation contract is SMA Solar Technology America LLC. SMA uses the event management software and services of Eventbrite Inc., to book, process the order and administer the payment process. Booking of Events at the SMA Solar Academy is therefore also subject to the Terms and Conditions of Eventbrite, which you will also accept during the booking process. For the avoidance of doubt, the Terms and Conditions of Eventbrite are only valid for the processing of the order and will not become a part of the participation contract entered between SMA and you.

You can register for one or more Events via our website. However, SMA is not obligated to accept any registrations. The description of the Events on the SMA website is for informational purposes only and is not a binding offer to conclude a contract with you. To book an Event, you will be redirected to the Eventbrite website, where you will be asked to accept these Terms and Conditions. On the Eventbrite website, you will be automatically redirected to the payment processing where you may pay for the Events. The conclusion of the participation contract between you and SMA will be confirmed in an email that you receive from Eventbrite.

You may cancel your participation in an Event via Eventbrite by following the Log-in link in your confirmation e-mail up until seven days before the first day of the Event. If you cancel before seven days of the first day of the Event, your payments for this Event will be fully refunded. If you cancel your participation in an Event less than seven days prior to the first day of the event, no refunds of any kind will be provided.

3. Event Location

Unless stated otherwise in the Event description, the location for all face-to-face events is 6020 West Oaks Boulevard, Suite 300, Rocklin, California.

4. Service Content of Events

Unless otherwise stated in the Event description, the participation fees for the Event includes the following:

- One joint midday meal per full seminar day

- Non-alcoholic drinks during breaks
- Training materials or Event documentation

5. Substitution for Events

You may substitute someone else to attend an Event at any time, without registering that person as a participant, by sending an e-mail to Training@SMA-America.com or by changing your booking via the Eventbrite website. Please provide the name of the participant who will attend in your place. You will not be charged additional costs to change the participant.

6. Cancellation of Events

We are entitled to cancel an event at any time for good cause without liability (e.g. including but not limited to illness or unavailability of the speaker or force majeure). Up until 14 days before the first day of training, we are, furthermore, entitled to cancel an in-person Event, if there are not the required minimum number of participants for the Event without liability. E-Learning programs, webinars and other online offers may be canceled at any time without liability, if less than five participants are registered or present at the time of the Event.

In the event an Event is cancelled, we will inform you promptly via e-mail. Fees that you have paid for the Event will be refunded in full. We are not liable for reimbursement of expenses you may have incurred to attend an Event or any other damages. For example, there will be no reimbursement of travel or accommodation expenses.

7. Reservation to Right to Make Changes

We are entitled to make changes to the content, process, methods and organization of the trainings, seminar, e-learning programs, webinars, and continuing education (e.g. as a result of changes in law) prior to or during the Event; provided, such changes do not materially alter the benefit of the advertised Event for the participant. We are entitled to replace the scheduled speakers if necessary (e.g., but not limited to, illness or unavailability of the speaker) with other persons who have equivalent qualifications in the subject matter.

The documents provided for the Event will be based upon the best of our knowledge. We do not assume any liability or responsibility for the correctness, accuracy, completeness, or quality of the content or whether the content is current.

8. Usage of Training Documentation

We retain unrestricted title and ownership to the content of all deliverables of teaching materials. You may take the teaching materials with you conditioned upon payment of all fees for the Event. Sharing training documents with third parties or using them for third parties is not permitted.

Documents and software provided or handed over by SMA before, during or after the Event may 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 breach of this prohibition, the participant may be required to provide compensation to SMA.

The participation contract including these Terms and Conditions shall be governed and construed in accordance with the laws of the state of California without regards to its conflict of laws. You agree to the exclusive jurisdiction of, and waive any venue objections against, the United States District Court for the Eastern District of California or the Superior Courts of the State of California, Sacramento, County, in any litigation arising out of or from these Terms and Conditions.

SMA'S LIABILITY WITH RESPECT TO ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY, FOR ALL LOSSES OR DAMAGES ARISING OUT OF OR CONNECTED WITH THESE TERMS AND CONDITION OR THE PARTICIPATION CONTRACT OR THE PERFORMANCE OF ANY OF ITS OBLIGATIONS THEREUNDER SHALL BE LIMITED TO THE PARTICIPATION FEE ACTUALLY PAID BY YOU FOR THE EVENT. IN NO EVENT SHALL SMA BE LIABLE FOR SPECIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE OR ANTICIPATING SAVINGS, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF DATA OR RECORDS, WHETHER OR NOT SMA WAS INFORMED OR AWARE OF THE POSSIBILITY OF SUCH LOSS OR THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE EVENTS ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND. SMA DISCLAIMS ALL WARRANTIES, CONDITIONS AND OBLIGATIONS OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, INCLUDING FOR GREATER CERTAINTY, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

These Terms and Conditions and the participation contract constitute the entire agreement between you and SMA with respect to the subject matter hereof and supersede all prior agreements. No oral agreements shall be binding on either party. No modifications or amendments are binding unless in writing and accepted by you and SMA

The invalidity or unenforceability of any provision of these Terms and Conditions or the participation contract shall not impair the validity or enforceability of any of the other provisions.

SMA Solar Technology America LLC,

6020 West Oaks Blvd, Suite 300, Rocklin CA 95765