

**Perovskite PV Accelerator for
Commercializing Technology (PACT) Material
Transfer Agreement (MMTA)**

Among

National Technology & Engineering Solutions of Sandia, LLC (“NTESS”), a Delaware limited liability company, manager and operator of Sandia National Laboratories ("Sandia") under Contractor No. DE-NA0003525 with DOE and having an office for business at 1515 Eubank SE, Albuquerque, NM 87123; and

Alliance for Sustainable Energy, LLC, (“Alliance”), the Manager and Operator of the National Renewable Energy Laboratory (“NREL”) under Prime Contract No. DE-AC36-08GO28308 for the U.S. Department of Energy (“DOE”), located at 15013 Denver West Parkway, Golden, CO 80401; and

CFV Solar Test Laboratory, Inc. (dba “CFV Labs”) a Delaware Corporation whose place of business is located at 5600A University, BLVD SE, Albuquerque, NM 87106.

The Parties anticipate the need to exchange MATERIAL (defined below) samples in connection with their work under the Perovskite PV Accelerator for Commercializing Technology program ("PACT"). The Parties are also executing a multi-party nondisclosure agreement related to PACT. (“PACT NDA”).

Therefore, the Parties agree to be bound by the terms of this Material Transfer Agreement ("MTA") with an Effective Date as of the date the last Party signs this MTA.

Definitions:

1. PROVIDER: Party providing the MATERIAL.
2. PROVIDER SCIENTIST: The scientist providing the MATERIAL on behalf of the corresponding PROVIDER.
3. RECIPIENT: Party receiving the MATERIAL.
4. RECIPIENT SCIENTIST: The scientist(s) receiving the MATERIAL on behalf of the corresponding RECIPIENT.
5. MATERIAL: These will include photovoltaic cells, devices, and modules manufactured by the PROVIDER and any other physical objects necessary for mounting, connecting, and installing such cells, devices, and modules to test racks or systems.
6. MODIFICATIONS: Changes to MATERIAL made by the RECIPIENT, such as performing destructive characterization of the MATERIAL.

Terms and Conditions of this MTA

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained within, or incorporated into MODIFICATIONS, and including those cases in which MATERIAL is further transferred by RECIPIENT to another Party under 3(b) below, and the PROVIDER shall remain free, in its sole discretion, to distribute the MATERIAL to others and to use it for its own purposes.
2. The RECIPIENT will obtain written permission from the PROVIDER prior to making MODIFICATIONS to the MATERIAL.
3. The RECIPIENT agrees that the MATERIAL:
 - (a) is to be used solely for the benefit of the PACT and its research; and
 - (b) will not be further transferred, except to Parties identified by the PROVIDER, in furtherance of the purposes of the PACT.
4. The RECIPIENT agrees to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision and those listed in section 3(b) above.
5. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this MTA, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for commercial purposes.
6. PROVIDER shall inform RECIPIENT of any known hazardous properties of MATERIAL before sending MATERIAL to the RECIPIENT.
7. Any MATERIAL delivered pursuant to this MTA is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
8. This MTA shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The PACT NDA contains publication requirements.
9. Any data associated with or developed as a result of the MATERIAL or MODIFICATIONS, including but not limited to performance and stability data, will be protected in accordance with the

terms and conditions of the PACT NDA.

10. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations. RECIPIENT further agrees to use the MATERIAL under suitable and appropriate containment conditions. RECIPIENT shall be solely liable for its use of the MATERIAL, including the proper disposal of the MATERIAL.

10.1 Obligations of RECIPIENT under this MTA will terminate on the earliest of the following dates: (a) on completion of the RECIPIENT's current research with the MATERIAL as it relates to PACT or (b) on thirty (30) days written notice by PROVIDER to RECIPIENT, the RECIPIENT will discontinue its use of the MATERIAL and will, upon written request of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this MTA as they apply to MODIFICATIONS.

10.2 In the event the PROVIDER terminates this MTA under 9.1(b) above, other than for breach of this MTA, or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the Effective Date of termination for a period of up to one year, upon written request from the RECIPIENT, to permit completion of research in progress. Upon the Effective Date of termination (or a deferred Effective Date of termination, as the case may be), RECIPIENT will discontinue its use of the MATERIAL and will, upon written request of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this MTA as they apply to MODIFICATIONS.

11. The MATERIAL will be provided at no cost.

12. RECIPIENT shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from PROVIDER or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government, if such authorization is required. Disclosure to foreign nationals will not take place until all export control requirements have been met. The export of goods and/or technical data from the United States may require some form of export control license or other authority from the U.S. Government and failure to obtain such export control license may result in criminal liability under U.S. laws.

13. Notices.

The addresses, telephone numbers and facsimile numbers for the Parties are as follows:

National Technology & Engineering Solutions of Sandia, LLC
Attn: Joshua S. Stein
Building T33, Room 9

Mail Stop 0951
1515 Eubank SE
Albuquerque, NM 87123-0951
Telephone: +1(505) 845-0936
Email: jsstein@sandia.gov

National Renewable Energy Laboratory. LLC.

Attn: Laura Schelhas
Phone: 303-275-3722
Email: Laura.Schelhas@nrel.gov

CFV Solar Test Laboratory:

Attn: Jim Crimmins
Phone: 1 (970) 708-3904
Email: jim.crimmins@cfvlabs.com

14. The Parties shall not assign this Agreement without the written consent of the other Party, except that NTESS and NREL have the right to assign its rights and obligations set forth in this Agreement to DOE or its designee upon termination of NTESS's or NREL's contract with DOE to operate Sandia or NREL.

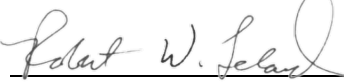
15. This Agreement shall be governed by and construed in accordance with U.S. Law in a court of competent jurisdiction.

16. This MTA may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one and the same instrument.

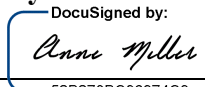
Each of the Parties has caused this Agreement to be executed as a legally binding contract on the Effective Date.

Signatures on following page:


**National Technology & Engineering
Solutions of Sandia, LLC, as Operator of
Sandia National Laboratories**

By: 
Name: Robert Leland
Title: Director, Climate Change Security
Date: 12/19/2023

**Alliance for Sustainable Energy, LLC, as
Operator of the National Renewable Energy
Laboratory**

By: 
Name: Anne Miller
Title: Technology Transfer Director
Date: 12/20/2023

CFV Solar Test Laboratory, Inc.

By: 
Name: Jim Crimmins
Title: CEO
Date: 12/13/2023