DATA USE AGREEMENT

This Data Use Agreement ("Agreement") is between you and Alliance for Sustainable Energy, LLC ("Alliance") and governs your access to and use of this data, which is provided free of charge by Alliance as Management and Operating Contractor of the National Renewable Energy Laboratory on behalf of the U.S. Department of Energy. By downloading, copying, or otherwise using this data, you agree to this Agreement. If you do not agree to this Agreement, you must not use this data and should delete this data immediately.

You may, without any fee or cost, use, copy, modify, alter, enhance, and distribute this data for any purpose whatsoever, provided that the following conditions are met:

- 1. This entire Agreement must appear in or accompany all electronic copies of the data made by you or on your behalf.
- 2. The names of the U.S. Government, the U.S. Department of Energy, the National Renewable Energy Laboratory, Alliance, and the creator(s) of this data must not be used to endorse or promote any product, service, or entity without receipt of specific prior written authorization from such entity.
- 3. Neither the U.S. Government, nor Alliance, nor the creator(s) of this data have any obligation to provide updates, support, consulting, training, or assistance of any kind whatsoever with regard to the data or use thereof.
- 4. The following citation must be included in any publication made by you or on your behalf that includes or is in any way based on use of this data: "Data obtained from the Hydrogen Materials Advanced Research Consortium (HyMARC) Data Hub at datahub.hymarc.org. DOI: https://doi.org/10.26434/chemrxiv.13345250.v1".

THIS DATA IS PROVIDED "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE DISCLAIMED. ALLIANCE, THE U.S. GOVERNMENT, AND ANY THIRD-PARTY CREATOR(S) OF THIS DATA DO NOT WARRANT THAT THIS DATA IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR FREE. IN NO EVENT SHALL ALLIANCE, THE U.S. GOVERNMENT, OR THE CREATOR(S) OF THIS DATA, NOR ANY OF THEIR OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING (BUT NOT LIMITED TO) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) ARISING FROM OR RELEATING TO THIS DATA OR USE THEREOF. THESE LIMITATIONS WILL APPLY TO ANY THEORY OF LIABILITY, INCLUDING THOSE BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF

THE ABOVE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF ANY REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.