

Lab Session Terms & Conditions

Last Updated: September 2026

These Lab Session Terms & Conditions (“Terms”) govern Lab Sessions provided by Matter and Energy, LLC, a Virginia limited liability company (“Matter + Energy,” “we,” “us,” or “our”), to the organization requesting or participating in the session (“Client”).

Client accepts these Terms by (a) submitting a Lab Session request through our website or another Matter + Energy channel, (b) checking the applicable acknowledgment box on that request, or (c) participating in a confirmed Lab Session — whichever occurs first. If a separate written agreement between Matter + Energy and Client expressly governs Lab Sessions, that agreement controls to the extent it conflicts with these Terms.

1. Nature of the Lab Session

A Lab Session is a structured, collaborative working session designed to explore, define, design, or prototype solutions to a specific business or technical challenge.

Depending on the agreed scope, a Lab Session may include problem framing, analysis, solution design, architecture development, modeling, prototyping, or similar collaborative activities.

Lab Sessions are intended to accelerate solution development and decision-making. They are not, by themselves, a commitment by either party to enter into a broader consulting, implementation, licensing, or services engagement.

2. Scope and Confirmation

Submission of a Lab Session request does not guarantee acceptance or availability.

Matter + Energy will review each request for fit, scope, participant readiness, and scheduling availability. A Lab Session is confirmed only after Matter + Energy provides written confirmation (including by email).

The confirmation will specify the session objective, format, duration, participants, location, preparation requirements, applicable fees, and anticipated working output.

Any work outside the confirmed scope may require a separate agreement or statement of work.

3. Client Participation and Preparation

Client agrees to provide reasonably accurate information and appropriate participants necessary for the Lab Session.

The usefulness of the session may depend on the availability and quality of information, data, documentation, systems access, and subject-matter expertise provided by Client.

Matter + Energy is not responsible for limitations in session results caused by incomplete, inaccurate, or unavailable Client information.

4. Confidentiality

Each party may receive non-public business, technical, financial, operational, or other confidential information from the other party in connection with the Lab Session.

Each party agrees to use reasonable care (at least the same care it uses to protect its own similarly sensitive information, and never less than reasonable care) to protect the other party's confidential information, and to use such information only for purposes related to the Lab Session and any resulting business discussions.

These obligations do not apply to information that:

- is or becomes publicly available through no breach of these Terms;
- was lawfully known to the receiving party before disclosure;
- is received lawfully from a third party without a confidentiality obligation; or
- is independently developed without use of the other party's confidential information.

A receiving party may disclose confidential information to the extent required by law or court order, provided it gives the disclosing party prompt notice (where legally permitted) so the disclosing party may seek a protective order.

If the parties have an existing nondisclosure agreement, that agreement will control to the extent it conflicts with this section.

5. Sensitive, Regulated, and Government Information

Unless expressly agreed in writing in advance, Client should not provide Matter + Energy with classified information, controlled unclassified information (CUI), export-controlled information, protected health information, authentication credentials, production secrets, or other regulated or highly sensitive information during a Lab Session.

If the session requires access to regulated or specially protected information, the parties will establish appropriate handling, security, and contractual requirements before that information is provided.

6. Intellectual Property

Each party retains ownership of the intellectual property, methodologies, software, data, documentation, tools, templates, processes, know-how, and other materials it owned or developed independently before the Lab Session ("Background IP").

Client retains ownership of Client-provided information, data, materials, and Background IP.

Matter + Energy retains ownership of its methodologies, frameworks, templates, reusable components, tools, software, know-how, and other Background IP used in conducting the Lab Session.

Unless otherwise stated in a separate written agreement, Client may use the session-specific working outputs provided to Client for its internal business purposes.

No ownership of either party's Background IP is transferred under these Terms.

If a Lab Session results in software, production-ready technology, patentable inventions, or other intellectual property requiring ownership or licensing terms beyond these Terms, those rights will be addressed in a separate written agreement.

7. Prototypes and Working Outputs

Lab Session outputs may include preliminary analyses, models, prototypes, architectures, diagrams, recommendations, roadmaps, or similar working materials.

Unless expressly identified as production-ready in writing, these outputs are exploratory or developmental in nature and may require additional validation, testing, security review, engineering, implementation, or governance before operational use.

Client is responsible for determining whether and how to implement any recommendation or working output.

8. No Guaranteed Outcome

Matter + Energy will perform Lab Sessions professionally and in good faith. However, because Lab Sessions address complex business and technical problems, Matter + Energy does not guarantee that a particular solution, prototype, recommendation, business result, cost reduction, technical outcome, regulatory approval, or implementation result will be achieved.

Except as expressly stated in these Terms or a written confirmation, Lab Sessions and all related outputs are provided “as is” and “as available,” without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

9. Fees and Expenses

Any applicable fees, payment terms, travel expenses, or other charges (if any) will be discussed with Client and agreed in writing before the Lab Session is confirmed.

Unless otherwise stated in the written confirmation, fees for a cancelled or rescheduled session are handled as described in Section 10 (Scheduling, Cancellation, and Rescheduling).

If no fee is agreed for a Lab Session, neither party is obligated to purchase or provide additional services as a result of participating.

10. Scheduling, Cancellation, and Rescheduling

Because Lab Sessions reserve dedicated subject-matter expert time, Client should notify Matter + Energy as soon as reasonably possible, and in any event at least 3 business days before the scheduled session, if the session must be cancelled or rescheduled.

Matter + Energy may reschedule a session when reasonably necessary due to personnel availability, circumstances beyond its control, or changes in the agreed scope, and will make reasonable efforts to notify Client promptly and offer alternative dates.

Any cancellation or rescheduling fees applicable to a paid Lab Session will be communicated before confirmation and will not exceed the fees already agreed for that session.

11. Recordings

Neither party may make an audio or video recording of a Lab Session without the prior consent of the other party.

Participants may take reasonable written notes for internal business purposes, subject to the confidentiality and intellectual-property provisions of these Terms.

12. Professional Judgment

Information and recommendations provided during a Lab Session are based on the facts, circumstances, assumptions, and information available during the session.

Unless expressly included in a separate written engagement, Matter + Energy is not providing legal, tax, accounting, investment, or other regulated professional advice.

Client remains responsible for its business, technical, procurement, security, compliance, and implementation decisions.

13. In-Person Sessions

For Lab Sessions held at Client's facility, Client is responsible for the safety and suitability of its own premises, and each party is responsible for its own personnel's compliance with the other party's reasonable, applicable on-site policies (including safety, security, and visitor-access requirements) communicated in advance.

For Lab Sessions held at a Matter + Energy or third-party facility, Matter + Energy is responsible for the safety and suitability of that facility, and Client personnel will comply with reasonable, applicable on-site policies communicated in advance.

Each party will maintain commercially reasonable general liability insurance covering its own personnel's participation in an in-person Lab Session, and will provide evidence of coverage upon reasonable request.

Each party is responsible for its own personnel's travel arrangements and associated risk, except as otherwise agreed in writing.

14. Indemnification

Each party ("Indemnifying Party") will defend, indemnify, and hold harmless the other party and its officers, employees, and agents ("Indemnified Party") from and against third-party claims, damages, and reasonable expenses (including reasonable attorneys' fees) arising from:

- the Indemnifying Party's gross negligence or willful misconduct in connection with a Lab Session;
- bodily injury or property damage caused by the Indemnifying Party's personnel during an in-person Lab Session; or
- the Indemnifying Party's material breach of its confidentiality obligations under Section 4, or its infringement or misappropriation of the other party's Background IP.

The Indemnified Party will provide prompt written notice of any claim, reasonable cooperation at the Indemnifying Party's expense, and the Indemnifying Party will have control of the defense and settlement of the claim, provided any settlement that imposes obligations on the Indemnified Party requires its prior written consent, not to be unreasonably withheld.

15. Limitation of Liability

To the maximum extent permitted by law, neither party will be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, data, or business opportunity, arising out of or related to a Lab Session, even if advised of the possibility of such damages.

Except for (a) either party's indemnification obligations under Section 14, (b) either party's breach of its confidentiality obligations under Section 4, or (c) a party's gross negligence or willful misconduct, each party's total aggregate liability arising out of or related to a Lab Session will not exceed the total fees paid or payable by Client for that Lab Session.

Nothing in these Terms limits either party's liability for death or bodily injury caused by its negligence, fraud, or any other liability that cannot be limited or excluded under applicable law.

16. Limitation of Engagement

Participation in a Lab Session does not create a partnership, joint venture, fiduciary relationship, employment relationship, or exclusivity arrangement between Matter + Energy and Client.

Any subsequent implementation, consulting, software, managed services, prototype development, or other work will be governed by a separate agreement when appropriate.

17. Conflicting Agreements

If Matter + Energy and Client are already parties to a master services agreement, nondisclosure agreement, government contract, statement of work, purchase order, or other written agreement that applies to the Lab Session, that agreement will control to the extent it conflicts with these Terms.

18. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Commonwealth of Virginia, without regard to its conflict-of-laws principles.

The parties will first attempt in good faith to resolve any dispute arising out of or relating to a Lab Session through prompt negotiation between authorized representatives. If the dispute is not resolved within 30 days, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Fairfax County, Virginia, and each party waives any objection to personal jurisdiction or venue in those courts.

19. General

Notices. Notices under these Terms must be in writing and sent by email to the business contact designated by each party (for Matter + Energy, hello@matternenergy.com), and are deemed received when sent, unless the sender receives an undeliverable notice.

Assignment. Neither party may assign these Terms without the other party's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee agrees to be bound by these Terms.

Severability. If any provision of these Terms is held unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.

Waiver. No waiver of any provision of these Terms is effective unless in writing, and no failure or delay in enforcing any provision will constitute a waiver of that or any other provision.

Force Majeure. Neither party is liable for any delay or failure to perform (other than payment obligations) caused by circumstances beyond its reasonable control, including acts of God, natural disaster, pandemic, labor dispute, government action, or failure of third-party infrastructure.

20. Governing Terms

These Terms, together with the written Lab Session confirmation and any applicable agreement between the parties, constitute the entire agreement between the parties with respect to the Lab Session, and supersede any prior or contemporaneous understandings regarding that Lab Session.

Matter + Energy may update these Terms from time to time. The version provided or made available when a Lab Session is confirmed will apply to that session.

Matter and Energy, LLC

Reston, Virginia

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