



INT Terms & Conditions (ITC)

Effective June 1, 2025

Introduction

If you (“Client”) engage INT Inc. (“INT”) to provide services through a proposal, contract, work order, engagement agreement, or any other form of documented arrangement (e.g., Statement of Work or “SOW”)—and are not a party to a Master Services Agreement (“MSA”) with INT—then the engagement will be governed by these INT Terms and Conditions (“ITC”), which are hereby incorporated by reference into such agreement. For the purposes of this ITC, “Parties” refers collectively to INT and the Client entering into the engagement.

These Terms and Conditions, together with the applicable engagement agreement, apply solely to the specific services outlined in that agreement and do not extend to any other services or engagements between the Parties unless expressly agreed in writing. In the event of a conflict between the terms of the engagement agreement and these Terms and Conditions, the terms of this ITC shall prevail unless the engagement agreement explicitly states otherwise. Capitalized terms not defined herein shall have the meaning assigned to them in the applicable engagement agreement.

1. Services

Scope of Services. INT agrees to provide services (“Services”) to the Client as described in the applicable engagement agreement. The scope, timeline, and deliverables associated with the Services will be defined in that agreement and may be amended or supplemented through a mutually agreed change process.

Acceptance of Deliverables. Each deliverable provided by INT will be subject to review and acceptance by the Client to ensure it meets the agreed-upon requirements. If a deliverable does not meet expectations, the Client shall notify INT with specific feedback. INT and the Client will collaborate to revise the deliverable as needed, and INT reserves the right to adjust pricing if the scope or definition of the deliverable is materially changed.

2. Deliverables and Services

Scope of Deliverables. INT will perform the work and provide the deliverables (“Deliverables”) as described in the applicable engagement agreement, in accordance with the agreed pricing, timelines, and terms.

Accuracy of Client Information. The Client is responsible for ensuring the accuracy and timeliness of all information provided to INT. The Client agrees to promptly review any materials, documents, or reports delivered by INT and to notify INT of any errors, omissions, or discrepancies.

Compliance with Laws. INT will perform Services in a manner intended to support the Client’s compliance with applicable laws and regulations. However, the Client remains solely responsible for its own legal and regulatory compliance.



Data Security. INT will take commercially reasonable measures to protect Client data in its possession from loss, alteration, or unauthorized access. INT will only use Client data as necessary to perform the Services and will not store, copy, or analyze such data beyond the scope of the engagement.

Access. The Client agrees to provide INT with reasonable access to facilities, systems, personnel, or other resources as necessary for INT to perform the Services. INT is not responsible for delays or failures resulting from lack of access.

Licensed Software. The Client is responsible for maintaining properly licensed software on all systems involved in the engagement. INT is not liable for issues arising from unlicensed or unauthorized software use.

Ownership. INT retains all rights, title, and interest in its pre-existing and independently developed intellectual property. The Client retains ownership of its own data, content, and materials provided or developed independently of INT.

3. Code of Conduct

The Client agrees to comply with INT's Customer Code of Conduct, which outlines expectations for respectful, professional, and ethical behavior in all interactions with INT personnel. The Code of Conduct is incorporated into these Terms and Conditions by reference and is available at <https://intinc.com/customerconduct>.

It is the Client's responsibility to ensure that all individuals acting on its behalf—including employees, contractors, and representatives—are informed of and adhere to the Code. INT may update the Code of Conduct from time to time, and continued engagement with INT constitutes acceptance of the most current version.

4. Fees and Payment

Fees. The Client agrees to pay all fees associated with the Services as outlined in the applicable engagement agreement. Fees may include charges for labor, deliverables, third-party costs, and applicable taxes or regulatory fees.

Invoicing and Payment Terms. INT will invoice the Client according to the schedule or terms specified in the engagement agreement. Unless otherwise stated, payment is due upon receipt. Any amounts not paid by the due date may accrue interest at a rate of 1.5% per month (18% per annum) until paid in full.

Disputed Charges. If the Client disputes any portion of an invoice, the Client must notify INT in writing within five (5) calendar days of receipt, providing a detailed explanation of the dispute. The Client must pay all undisputed amounts by the due date while the parties work in good faith to resolve the disputed portion.

Third-Party Expenses. The Client is responsible for reimbursing INT for any third-party expenses incurred in connection with the Services, as specified in the engagement agreement or otherwise approved in writing by the Client.



5. Confidentiality

Confidential Information. During the course of the engagement, each Party (“Discloser”) may share confidential or proprietary information with the other Party (“Recipient”). “Confidential Information” includes, but is not limited to, business plans, financial data, pricing, customer information, trade secrets, technical documentation, and any other non-public information disclosed in any form that a reasonable person would understand to be confidential.

Use and Protection. The Recipient agrees to use the Discloser’s Confidential Information solely for the purpose of fulfilling its obligations under the engagement and to take reasonable measures to protect it from unauthorized use or disclosure. Confidential Information may only be shared with personnel or representatives who have a legitimate need to know and are bound by confidentiality obligations.

Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Recipient; (b) was lawfully known to the Recipient prior to disclosure; (c) is independently developed by the Recipient without use of or reference to the Discloser’s information; or (d) is lawfully obtained from a third party without restriction.

Return or Destruction. Upon request or termination of the engagement, each Party agrees to return or destroy all Confidential Information belonging to the other Party, unless retention is required by law or for legitimate archival purposes.

6. Termination

Termination by Client (Non-Renewal). If the Client chooses not to renew Services at the end of the agreed service term, the Client must provide written notice to INT at least thirty (30) days prior to the scheduled end date of the active engagement agreement. This notice period allows for appropriate service transition and relationship closeout. INT cannot guarantee a complete or orderly transition if notice is provided with fewer than thirty (30) days remaining. In such cases, the Client may be billed for any INT time incurred beyond the end date to complete the transition or closeout.

Early Termination by Client. By entering into an engagement agreement, the Client commits to the full service term and associated billing schedule. Requesting cancellation of Services prior to the agreed end date does not relieve the Client of its financial obligations for the full term, unless otherwise agreed in writing by INT.

Termination for Cause. Either Party may terminate the engagement immediately upon written notice if the other Party materially breaches any provision of the engagement agreement or these Terms and Conditions and fails to cure the breach within fifteen (15) calendar days of receiving written notice.

Termination for Insolvency or Unauthorized Assignment. Either Party may terminate the engagement immediately upon written notice if the other Party:

- (a) becomes insolvent or is the subject of any bankruptcy or liquidation proceeding;
- (b) makes an assignment for the benefit of creditors; or
- (c) transfers or assigns the engagement without prior written consent, except as otherwise permitted.



INT Right to Suspend or Terminate Services.

- **Non-Payment:** INT may suspend Services if the Client fails to pay any undisputed amounts within thirty (30) days of the invoice due date. If payment is not received within forty-five (45) days, INT may terminate the Services. Termination for non-payment does not relieve the Client of its outstanding financial obligations. Accounts may be reinstated upon full payment. Repeated non-payment may result in permanent termination.
- **Non-Communication:** INT may suspend Services if the Client fails to respond to communications for thirty (30) days. If the Client remains unresponsive for forty-five (45) days, INT may terminate the Services. Reinstatement may occur upon re-establishing communication and resolving any outstanding obligations. Repeated non-communication may result in permanent termination.

Effect of Termination. Upon termination, each Party shall return or destroy any Confidential Information belonging to the other Party, and the Client shall pay for all Services rendered and expenses incurred up to the effective date of termination.

Survival. Any provisions of these Terms and Conditions that by their nature should survive termination—including but not limited to confidentiality, ownership, limitation of liability, and governing law—shall remain in effect.

7. Warranty

Performance Warranty. INT warrants that all Services will be performed in a professional and workmanlike manner, using reasonable skill and care consistent with generally accepted industry standards. INT further warrants that the Services will materially conform to the specifications and requirements set forth in the applicable engagement agreement.

Exclusive Remedies. If the Client reasonably determines that the Services do not meet the standards described above, INT will, at its discretion and as the Client's sole and exclusive remedy:

- (a) re-perform the non-conforming Services at no additional cost; or
- (b) refund the portion of fees paid by the Client for the non-conforming Services.

Disclaimer of Other Warranties. Except as expressly stated in this section, INT disclaims all other warranties, conditions, and representations, whether express, implied, statutory, or otherwise, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or uninterrupted performance. The Client acknowledges that it has not relied on any representations or warranties other than those expressly set forth in this Agreement.

8. Limitation of Liability

Exclusion of Certain Damages. To the fullest extent permitted by law, neither Party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or business opportunities, arising out of or related to the Services, the engagement agreement, or these Terms and Conditions, regardless of the legal theory and even if advised of the possibility of such damages.



Limitation of Total Liability. Except for liabilities arising from gross negligence, willful misconduct, breach of confidentiality, or infringement of intellectual property rights, each Party's total cumulative liability to the other for any and all claims arising out of or related to the Services or these Terms and Conditions shall not exceed the total amount paid by the Client to INT for the Services under the applicable engagement agreement during the twelve (12) months preceding the event giving rise to the claim.

No Limitation for Certain Claims. Nothing in this section shall limit or exclude either Party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability that cannot be limited or excluded under applicable law.

8. Miscellaneous

Assignment. Neither Party may assign or transfer its rights or obligations under these Terms and Conditions or any related engagement agreement without the prior written consent of the other Party, except in the case of a merger, acquisition, or sale of substantially all assets, in which case notice shall be provided.

Governing Law. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles. Any legal action or proceeding arising under or relating to the engagement shall be brought exclusively in the state or federal courts located in Cook County, Illinois.

Notices. All notices required or permitted under these Terms and Conditions must be in writing and delivered by personal delivery, certified mail, overnight courier, or email with confirmation of receipt. Notices shall be deemed effective upon receipt or, if sent by email, upon confirmation of delivery.

Force Majeure. Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to natural disasters, acts of government, labor disputes, or internet or utility outages. If such an event continues for more than thirty (30) days, either Party may terminate the engagement upon written notice.

Entire Agreement. These Terms and Conditions, together with the applicable engagement agreement, constitute the entire agreement between the Parties with respect to the subject matter and supersede all prior or contemporaneous understandings, whether written or oral.

Amendments and Waivers. No amendment or waiver of any provision of these Terms and Conditions shall be effective unless in writing and signed by both Parties. A waiver of any breach shall not be deemed a waiver of any other or subsequent breach.

Severability. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be interpreted to best accomplish its intended purpose.



Note: This document is provided for informational purposes only. In the event of any discrepancies between this version and the version published on our website, the website version shall prevail. Please refer to <https://content.intinc.com/terms> for the most up-to-date version.