

Terms of Service



Updated 2/1/2025

Innovative Care Solutions LLC does business as **Applied Imagination**.

Contact Information

Applied Imagination
5425 Peachtree Pkwy
Peachtree Corners, GA 30092
Phone: (770) 300-0244
Website: Appliedimagination.com

Definitions

“Client”	The customer receiving services or products from Applied Imagination
“Company”	Applied Imagination
“Services”	The services provided to the Client by the Company.
“Work Product”	The end product result from services performed for Client by Company such as “wireframes, designs, documents, source code, databases, server setup, websites, web apps, mobile apps, deploy packages, etc.
“Project”	A Project of one of these types: Contract Project (or “Task”), Retainer Project, or General Hourly Project (or “Ongoing Services” Project)
“Contract Project”	A project with a defined scope where payment is made through a schedule of deliverables
“Deliverable”	A part of Contract Projects; Once a deliverable is completed it is billed to the client.
“Retainer Project”	A project with a defined set of services which we execute each month for a monthly fee.
“General Hourly Project”	A project where we receive account approvals and job approvals to perform hourly work. Also known as “Ongoing Services Projects”.
“Job Approval”	Job Approvals are used in General Hourly Projects to approve time and money for work to be performed.
“Job Approval Extension”	Job Approval extensions are used to extend the time and money allotted for a Job Approval on a General Hourly Project.

Purpose of this document

This document defines the relationship between the Company and its clients. This document is an integral part of every agreement between Company and its clients. It applies to both written agreements and emailed work orders.

Modifications

Applied Imagination has the right to modify these terms of service in its sole discretion and without providing notice. The current terms of service are publicly posted on our website and can be viewed at the Applied Imagination website: <http://www.appliedimagination.com>.

If you are not able to view the terms on the website, then you may ask for a printed copy to be mailed to you by sending us a written request.

General

1. **Incorporation into Agreement(s)** - These terms and conditions are incorporated by reference into any agreements between the Company and Client, even if not referenced therein.

Working with Applied Imagination

1. **Valid Principals** – We maintain a list of people allowed to communicate with us regarding your account. It is your responsibility to alert us of any changes in this list so we may act accordingly. To add or remove someone from this list, someone on the list must contact us via writing or via email. People on the list will be able to request/receive work, order work, approve work, approve/make changes, request assets, request backups, request payment/invoice history, change valid principals, change billing contacts, request credentials, etc.
2. **Billing Contacts** – The Billing Contacts are the people who you've specified should receive invoices via email. Billing Contacts will also be able to specify/change Billing Instructions, request copies of invoices, access your client portal to view invoices and payments, request invoice/payment history, and submit billing questions. All of these functions are also available to Valid Principals.
3. **Billing Instructions** – By default we will simply send invoices via email to the billing contact that you specify. If you have custom instructions, please have a valid principal provide those instructions.
4. **Third Party Contractors/Products/Services** - We neither support nor are we responsible for third party contractors, products, or services that you may employ, use, or integrate into your system. We will make every possible effort to help you provided that we are being compensated at our hourly rate.
5. **30 Day Project/Task Warranty** - After any project or task is completed, Client has 30 days to request any bugs be fixed under this warranty. Bugs are restrained to functionality that was developed or changes that were made under the current project agreement. Bugs do not include upgrades or maintenance. This warranty does not cover any issues, maintenance, functions, or features of any third-party plug-ins, software, hardware, or infrastructure. This warranty does not cover any client provided materials, hardware, software, code, etc. Client will not be charged for these fixes. After the 30 day maintenance period, any further work done by the Company will be done outside of this warranty.
6. **Purchases made on behalf of Client** – From time to time it is unavoidable that we must make purchases on behalf of the Client. Once purchased we will invoice these directly to Client and provide receipts as justification upon request. Invoices to client that include these purchases will be due within 7 days if the total amount is greater than \$200. Otherwise, we will invoice them along with the next invoice. We do not upcharge these purchases. We do charge hourly rates for evaluation time, making the purchase, and applying those purchased items or services to the project or task at hand. Any purchases made require prior written or emailed approval from Client. Whenever possible we will try to have the Client purchase these items or services on their own.
7. **Hourly Work**
 - a. All hourly work is billed at the hourly rate specified on our Rate Sheet unless otherwise stated in the Client's contract. We will bill for any time spent that involves the Client's project including and non-withstanding: project management, quality assurance/testing, business analysis, meetings, purchases, research, emails, telephone support, calling third party companies on your behalf, talking to your subcontractors and staff, etc.

- b. If you ask us to perform any action on your behalf, we will be billing you at the hourly rate for the time taken unless we explicitly state that we are not billing you to perform the action/task.
 - c. Minimum billing increment is 15 minutes.
 - d. Understanding, Analysis, and Definition of Jobs - When we receive a project or task or request, we make the necessary effort to understand it, provide suggestions, advise you on the proper course of action, and define/scope it sufficiently to be actionable. This is potentially time consuming, require research, and may require a significant amount of work. We bill for this time at hourly rates.
8. **Estimates** – Any estimates provided related to the number of hours that tasks, projects, or job approvals will take are educated guesses and do not represent a fixed quote. The task, project, or job approval may take longer and cost more than we estimate.
 9. **Completion Estimates** – Any estimated date of completion provided to Clients is an estimate and not a guaranteed completion date or timeframe.
 10. **Changes to Scope on Contract Projects** - If changes are requested or are required during the development of a Contract Project that may affect the budget or development time Client will be consulted and a change order will be signed by both Client and Company before the changes are implemented.

Invoices and Payments

1. **Invoices are sent via email.** Client agrees to accept invoices sent via email. We send invoices to client's specified billing contact. Any valid principal from Client can request the billing contact be changed.
2. **Client Specific Invoice submission methods** – If Client has specific required invoice submission methods then let us know.
3. **Viewing Invoice/Payment History.** Client can view invoice history and payment history through their client portal, accessible at <https://clients.appliedimagination.com/>.
4. **Requests for invoices** – Clients may ask to have their outstanding invoices sent to them at any time by making a request to hello@appliedimagination.com, calling us, or mailing us a letter. Client may not request copy of your outstanding invoices to be mailed to you with frequency higher than once every seven days. Only valid principles may request outstanding invoices.
5. **Requests for invoice justification** – Client may request invoice justification for Retainer Projects and General Hourly and Ongoing Support Projects. We will provide hour logs at Client's request. Client may request invoice justification up to once per month. We do not provide hour logs for Contract Projects. If invoices contain purchases made on behalf of Client may request justification such as receipts for purchases.
6. **Valid payment methods** include mailed check, e-check, ACH, bank transfer, wire transfer, and credit card.
7. **Penalty for Overdue Invoices** - A penalty of 1.5% per month will be applied for outstanding balances on invoices that are 30 days overdue or more. Company is not obligated to provide notice of applied penalties to Client. Penalties will be automatically applied to outstanding balances on invoices that are 30 days overdue or more. Company may recover from Client any costs of collection, including reasonable attorneys' fees and costs, arising from any unpaid invoices or other amounts due to the Company.
8. **Invoice Due Dates** – Most invoices are due within 30 days with the following exceptions: a) Invoices for project deliverables are due within 14 days due to the high burn rate of projects b) Down payment invoices needed to start a project or project job approval are due within 14 days c) If a project or project job approval has special circumstances such as a tight timeframe or especially high burn rate, we will discuss this with Client and set a shorter due date period to be applied to applicable invoices. Invoice terms defined in writing on project agreements may override these invoice due date timeframes.
9. **Invoice Dates** – We strive to send invoices at the beginning of each month. Some invoices will be sent outside of this such as: a) Invoices for project deliverables, b) Invoices for down payments, c) Invoices for completed Job Approvals if marked as Bill When Complete (BWC), d) Invoices for purchases made on behalf of Client, e) Invoices to reduce amount extended to client – If a client's outstanding invoices + work that hasn't been billed exceeds Company's limit set for Client then we may send invoices outside the normal billing period if this occurs.

10. **Billing questions** - Billing questions must be made promptly upon receipt of invoices. Please direct these inquiries to our Admin, Account Manager, or Project Manager. We will promptly respond to your billing questions. Outstanding billing questions do not delay the penalties for unpaid invoices.
11. **Excess payments** - If the amount paid by Client exceeds Client's balance or we receive duplicate payments, it will be held by the Company and automatically applied to any future invoices of Client. At any time, if Client has a credit, Client may choose to have the balance sent to them in the form of a check or ACH payment assuming they have no projects, tasks in process, or outstanding invoices. Please allow fifteen business days to process and send the check or to process the ACH transaction once ACH information is received.
12. **Applying payments received** – Please provide the invoice number(s) that payments should be applied to when providing payment. If no invoice numbers or invalid invoice number(s) are provided and it is not obvious which invoices a payment applies, we will reach out to you and ask how to apply the payment. If no response is received within 72 hours we will automatically apply the payment to the oldest invoice(s).
13. **Credit Card Payments** – A 3% credit card fee will be charged for credit card transactions. This will be applied at our discretion. It will show up as a “Convenience Fee” on the invoices that are paid via this method.
14. **Use of Credit Card Payments Portal** – Client agrees that if they pay by credit card through our portal that it is a valid credit card transaction that they have agreed to. If credit card processor, bank, or payment gateway require additional documents be signed to affirm the charge then Client will assist.
15. **Credit Card Disputes/Charge Backs** – Client agrees to not dispute credit card charges with their credit card company. If a client successfully disputes a credit card charge or has a credit card charge reversed then client must provide a wire transfer, ACH, or bank check within 72 hours. If client fails to provide full payment by one of these methods in the timeframe allowed the invoice the payment was applied to will be considered overdue from the original invoice date plus 30 days. Overdue invoice penalties will be applied retroactively from this date.
16. **Returned Check Fee** – Client will be charged \$50 for any returned checks. If a client has a check returned then client must provide a wire transfer, ACH, or bank check within 72 hours. If client fails to provide full payment by one of these methods in the timeframe allowed the invoice the payment was applied to will be considered overdue from the original invoice date plus 30 days. Overdue invoice penalties will be applied retroactively from this date.
17. **Prepayment Items** – A Prepayment is a placeholder mechanism used to collect down payments for services to be rendered for ongoing hourly work or retainers. An invoice requesting a down payment for a retainer or ongoing hourly work will generate a Prepayment Item of an amount equal to the invoice once the invoice is fully paid. This Prepayment Item can be applied in whole or in part to future invoices as a form of payment. Down payments and Prepayment Items are non-refundable.
18. **Amount extended to client exceeds limits** - If a client's outstanding invoices + work that hasn't been billed exceeds Company's limit set for Client then Company may halt services and projects and require payment from Client before continuing services. If this occurs, we will communicate this to the client prior to halting services and outline the amount needed to resume services.
19. **Down Payments** – Contract Projects, Retainers, and Job Approvals that require a down payment cannot start until payment is received. If Client owes a down payment on an invoice and payment is not received by invoice due date plus 30 days then Company has the right to cancel the project at its discretion. Before a project is cancelled in this manner, Company will inform Client via email or in writing, Once informed, Client will be given 72 hours to provide payment. If payment is not received after 72 hours, then Company can cancel the project at its discretion. Down Payments are not refundable.
20. **Deliverable Payments for Contract Projects** – When deliverables from a Contract Project are completed they will be invoiced to the Client by the Company. Invoices may contain one or more deliverables. These invoices are known as Deliverable Invoices. Deliverable Invoices are due within 14 days unless alternate terms have been established in writing. If Deliverable Invoices are not paid by the due date then they are considered overdue. In the event of an overdue Deliverable Invoice, Company may halt the Contract Project until full payment for these invoices are received. We will notify Client in writing or by email in the event we're pausing the Project for this reason. Project schedule will be impacted.

21. **Launching/Deploying Contract Projects** – We require that all outstanding Deliverable Invoices are paid before launching or deploying contract projects. All invoices besides the last “deployed/launched” deliverable are required to be paid before launching/deploying projects but it depends on the terms of the agreement.
22. **Final Payment for Contract Projects** – Oftentimes we launch/deploy Contract Projects before all the deliverables have been paid for a Contract Project. If any Deliverable Invoices for a given Contract Project are overdue after a project has been launched/deployed and given an additional grace period of 10 days, we will alert the Client in writing or via email that they have Deliverable Invoices overdue and that their system is in danger of being taken down/deactivated or in the case where the Contract Project was to make modifications to a system, being reverted to its previous state. Client has 7 days from this notification to provide payment for any overdue invoices relating to this Contract Project. If Client fails provide payment for any overdue invoices relating to this Contract Project by the end of the day of day 7, then Company has the right, at its discretion, to take down/deactivate the system developed and/or, in the case where the Contract Project was to make modifications to a system, being reverted to its previous state. If Client cures and provides full payment, then Company will restore the system. Client may incur additional charges to restore the system.
23. **Retainer Project Invoices** – Every month Retainer project’s monthly retainer amounts are billed and invoiced to the client. These are known as Retainer Monthly Invoices. If there are overages generated where we’ve exceeded the retainer + rollover + amounts used in advance, then those will also be invoiced to the client each month. These are known as Retainer Overage Invoices. Collectively these two types of invoices are Retainer Invoices. If Client is overdue on a Retainer Monthly Invoice then Company may halt services performed under this Retainer until Client is current without any overdue invoices relating to this Retainer. If services under this Retainer are halted, then Client will be notified by email or in writing. Retainer Overage Invoices are treated like standard invoices.
24. **General Hourly Agreement/Ongoing Support Invoices** – Invoices that include billable hours or job approvals that are Bill When Complete (BWC) from a General Hourly/Ongoing Support Agreement are known as General Hourly Invoices. If Client is overdue on a General Hourly Invoice, then Company may pause services performed under this Project until Client is current without any overdue invoices relating to this Project. If services under this Project are halted, then Client will be notified by email or in writing.
25. **Services with Overdue Invoices** – If Client fails to pay one or more invoices that are overdue then Company may halt services. If Company decides to halt services then Company will notify Client via email or in writing. Services will resume once Client gets current on invoices by paying all amounts overdue.
26. **Attempts to Collect** – Company may or may not inform Client of overdue invoices once they are overdue or as penalties accrue over time. Company has the right to sell or transfer the collectible to a 3rd party company or hire a lawyer to assist with the collection of payment. Client agrees that the Company may recover any collection costs for overdue invoices, including reasonable attorneys’ fees and court costs.

Policies and Procedures

1. **Price Increases** – From time to time we must adjust our hourly rates for various reasons including but not limited to inflation, market changes, increases in cost of labor, etc.
 - a. If you are a client on a Retainer Agreement with a Blended Rate, we will reach out to you, make you aware of the change, and sign a project modification agreement that specifies a new rate. We will provide at least 30 days notice before the change takes effect. We will not be able to continue services without an agreement that includes the new rate.
 - b. If you are a client using our Standard Billing Rate Sheet, then we will notify you if you are an active client and provide 30 days notice before the changes take effect. If you are an inactive client or haven’t done significant business with us in the last 3 months, we will notify you at the next activity or engagement and the new rate sheet will come into effect immediately.
2. **Expenses** – Client is responsible for any expenses incurred by Company related to work performed for Client under any agreement, including any expenses from third party platforms. The Company will seek prior approval from the Client for all expenses.

3. **Client Delay of Project** – A Client has delayed a project when Company is not able to proceed with services because Client has not provided the necessary feedback, interaction, input, meeting attendance or scheduling, material, content, third party products or services, credentials, API access, etc. If the Client has delayed the project then this will delay the project’s completion timeframe and may, in rare circumstances increase the project cost. The Project Manager who oversees the project will record these instances for accountability purposes. If the Client has delayed a project for more than 30 days, then Company has the right to invoice Client for any work completed by the Company on that project up to that point at the Company’s discretion.
4. **Non-Solicitation** – Neither party shall knowingly solicit or hire, any of the other party’s employees involved in the Services during the term of engagement and for a period of eighteen (18) months from the termination or conclusion thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media. Solicitation prohibited by this provision, includes without limitation, any encouragement to apply for any open position or notification regarding an open position (other than through a general advertisement or posting).
5. **Termination**
 - a. Company may terminate a Contract Project, Retainer Project, or General Hourly Project/Ongoing Services Project under the following circumstances: a) Client’s inability or failure to pay invoices or make scheduled payments, b) Client’s inability to provide necessary feedback, input, interaction, materials, credentials, etc. that make completing services impossible, c) Changes in law that make the project illegal or make it illegal to work with the Client, d) Client’s inability to provide necessary purchases, expenses, or payments to third parties, e) Client has not been reachable or has not communicated with us for a period of 6 months, f) Client has put the project on hold for a period of at least a year or longer g) Client is engaged in immoral or illegal activities, h) Client is abusive/improper conduct towards staff, or other extreme circumstances; and/or i) Client becomes the subject of any public controversy, negative publicity, or adverse media attention that Company reasonably believes may damage its reputation or goodwill.
 - b. Company may only terminate a Contract Project with cause. Company will provide a written or emailed notice of the termination.
 - c. If the cause of termination is potentially curable, Company will provide notice to Client of conditional termination listing the cause and what is required to cure the issue as well as provide the Client up to 7 days to cure the issue. The allowed time is at the discretion of the Company.
 - d. Upon termination of any Project for any reason: (a) Client shall pay Company all amounts due for services rendered through the effective date of termination within thirty (30) days of termination; (b) Client shall pay for all authorized expenses incurred prior to termination; and (c) any prepaid fees or retainers for services not yet rendered shall be refunded to Client within forty-five (45) days of termination. Upon termination: (a) Company shall deliver to Client all completed deliverables for which payment has been received; (b) for deliverables in progress, Company shall: (i) deliver all work-in-progress materials, documentation, and partially completed deliverables upon Client’s payment for work completed to date, with the completion percentage to be determined by the Company in its sole discretion; (ii) provide reasonable transition assistance as requested by Client at Company’s then-current rates.
6. **Right to Refuse Service** - The Company provides services and products to its customers at its discretion. The Company reserves the right to refuse to provide continued services at its sole discretion with or without providing cause. The Company must provide written notice only if required by a written agreement between the Company and Client. In extreme cases we will decline to continue to provide service immediately and provide written or emailed notice of the decision to refuse service.
7. **Transfer of Ownership** - In the event of business purchase or transfer of ownership of Client’s company or organization, the Client’s agreements, invoices and its obligations thereunder remain binding on any new owner(s)/successor(s).
8. **Assignment** – Agreements between Client and Company cannot be assigned to another entity without the written signed consent of both parties.
9. **Transfer of Work Product** – Work Product is what is created by the Company for Client such as developed source code, documentation, databases, infrastructure setup, UI/UX/Designs, etc. It is the policy of the

Company not to transfer Work Product if there is an outstanding balance. "Transfer" means deploying work product to client's server or app store, sharing access to source code/databases, sharing UI/UX/Designs, sharing Consulting or analysis docs, etc.

- a. Contract Project – Transfer of Work product will occur when specified in the agreement terms. If not specified then transfer will occur when project deliverables are invoiced and full payment is received or earlier at Company's discretion.
- b. Retainer Project – Transfer of Work product will occur whenever it makes sense during the normal course of performing work.
- c. General Hourly – Transfer will occur when specified in the job approval or agreement. If not specified then transfer will occur when all work has been invoiced relating to that Work Product and full payment is received or earlier at Company's discretion.
- d. If Client fails to pay invoices by invoice due date or if payment is withdrawn or fails processing then client must delete or return Work Product back to Company immediately and cease use of, editing/modification, access to Work Product.

10. Transfer of Rights to Work Product – Rights to work product are transferred depending on the type of project/engagement.

- a. Contract Project
 - i. When all deliverables are completed and full payment has been received, then rights to work product transfers to Client. Until rights pass to Client, Client may not use/modify/access the Work Product. In certain circumstances where a deliverable covers the entirety of a Work Product and is separable such as for wireframes, designs, etc. then at Client's request, we may transfer rights to these items at Company's discretion. If for some reason payments are withdrawn, fails to process, or is disputed through a credit card company then rights return to Company until payments are restored by Client.
- b. Retainer Project – Rights to work product immediately passes from Client to Company so long as Client is current with their Retainer Invoices. If for some reason payments are withdrawn, fails to process, or is disputed through a credit card company, then rights return to Company until payments are restored by Client.
- c. General Hourly Project/Ongoing Support – Rights to work product transfers to the Client when all the invoices that include work hours contributing to the work product are paid in full. If for some reason payments are withdrawn, fail to process, or are disputed through a credit card company then rights return to Company until payments are restored by Client.

11. Cancellation of Work by Client – If Client cancels work then the following rules will apply based on the type of project:

- a. Contract Project – If a Contract Project is cancelled by Client: (a) Client shall pay Company all amounts due for services rendered through the effective date of termination within thirty (30) days of termination; (b) Client shall pay for all authorized expenses incurred prior to termination; and (c) Client shall pay Company for any partially completed deliverables, with the completion percentage being determined by the Company in its sole discretion. Upon termination: (a) Company shall deliver to Client all completed deliverables for which payment has been received; (b) for deliverables in process, Company shall: (i) deliver all work-in-progress materials, documentation, and partially completed deliverables upon Client's payment for work completed to date; and (ii) provide reasonable transition assistance as requested by Client at Company's then-current rates.
- b. Retainer Project – If a Retainer Project is cancelled by Client, then retainer will terminate at the end of the requested cancellation month chosen by client but no earlier than the end of current month. Client must provide notice of at least 15 days before the end of the month to terminate a Retainer project in the current month. Rollover will still be usable after the Retainer is cancelled as defined per the terms of the Retainer agreement. Any amounts billed in advance from the next month will need to be paid by the Client. Any overages generated will be billed to the Client.
- c. General Hourly Project – If a General Hourly Project is cancelled by Client, then work will cease immediately or at a future point as requested by the Client. For Job Approvals under this project which are "Bill When Complete" the time spent on this Job Approval to date is billable to the client.

For Job Approvals under this project which are not “Bill When Complete” any unpaid hours spent are billable to the client.

12. Intellectual Property Rights.

- a. Definitions – Subject to the limitation in section 11(b) below, “Invention” means any invention, discovery, improvement, process, formula, technique, work of authorship, or other intellectual property, whether or not patentable or capable of registration, that is conceived, developed, reduced to practice, or created by Company during the performance of any services for Client.
- b. Client Deliverables – Notwithstanding section 11(a), all deliverables provided to the Client under an Agreement between Company and the Client shall be the sole and exclusive property of the Client.
- c. Ownership of Inventions – Company shall own all right, title, interest in and to any and all Inventions, including but not limited to: (a) all patents, patent applications, and patent rights; (b) all copyrights, copyright registrations, and copyright applications; (c) all trade secrets and confidential information; (d) all other intellectual property rights related to the Inventions.
- d. Client Cooperation – Client shall cooperate with Company to secure and perfect Company’s rights in and to all Inventions, including executing any documents reasonably requested by Company to evidence such ownership rights.
- e. Pre-Existing Intellectual Property – Nothing in these Terms of Service shall affect the ownership of any intellectual property owned by either party prior to the commencement of any services for Company for Client or developed independently outside the scope of the services.
- f. Third Party Copyrights – Client acknowledges and agrees that the information provided by the Company to the Client may incorporate third party information and materials. Company does not give nor imply any assurance that the information provided to Client is free of copyright restrictions and cannot convey to Client ownership of any third-party materials. Specifically, stock photography may have limited rights for use.

13. NDAs provided to Client - We provide Mutual NDAs to the client for their benefit. Client is under no obligation to use the NDA we provide to them and may provide their own.

14. Indemnification – Client shall defend, indemnify, and hold harmless Company, and each of its officers, directors, agents, and employees, against and from any and all allegations, demands, claims, liabilities, damages, fines, penalties or costs of whatever nature (including reasonable attorneys’ fees), and whether by reason of harm or injury to any person or loss of or damage to any property or otherwise from any third party, whether or not occurring during the term of any agreement between Company and Client, to the extent arising out of or in any way connected with (a) any actual or alleged violation or breach by Client (or any users) of any terms and conditions of any agreement between Company and Client; (b) Client’s use of any deliverables from Company; (c) any claim related to negligence, misrepresentation, error or omission by Client; (d) Client’s violation of applicable laws.

15. Governing Law and Forum - This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of any agreement between the parties. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Gwinnett County, Georgia, and Client subjects to this personal jurisdiction and venue.

16. Severability- If any term of these Terms and Conditions is invalid or unenforceable, the other terms remain in effect.

17. Waiver - The failure of either party to enforce any right or provision under these Terms of Service, or under any agreements between the parties, shall not constitute a waiver of such right or provision. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

18. Notices – Any notices required to be given under these Terms of Service may be delivered to one or more of Client’s Valid Principals, with e-mail being considered sufficient notice. Any notices to Company shall be delivered in writing to Applied Imagination, 5425 Peachtree Pkwy, Peachtree Corners, GA 30092, with a copy by e-mail to eric@appliedimagination.com.

19. Bankruptcy – In the event that Client: (a) becomes insolvent or generally fails to pay its debts as they become due; (b) files or has filed against it a petition for voluntary or involuntary bankruptcy; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or consents to the appointment of a trustee, receiver, or custodian for its property; then Company shall have the right to (a)

terminate any agreements with Client immediately upon written notice to Client; (b) suspend performance of any ongoing services; (c) demand immediate payment for all services rendered prior to the date of termination; and (d) retain all work product and deliverables until full payment is received. Client shall promptly notify Company of any bankruptcy filing, insolvency proceeding, or appointment of a receiver, and shall provide copies of any relevant legal documents within three (3) business days of such event.

20. **Limitation of Liability** – Company’s liability in connection with any agreement with Client, whether for breach of contract, tort, or otherwise, shall not exceed the amount paid by Client under the agreement at issue within the twelve (12) month period prior to the event that gave rise to the liability. The Company will employ reasonable efforts to ensure the completeness and accuracy of the information contained in the written and oral reports in connection with any project; the Company, however, assumes no liability for the results of any actions taken by the Client in connection with such information, opinions, or advice. In no event shall the Company be liable for any direct, indirect, incidental, consequential, special, or exemplary damages whatsoever (including without limitation, damages for lost profits, business interruption, loss of business information, loss of goodwill or reputation, or other pecuniary loss) arising out of this Agreement or the performance or failure to perform services for Client, even if Company has been advised of the possibility of such damages.
21. **Inclusion of Clients and Client Projects in Marketing** - We may include Client company names, designs, graphics, explanations in our marketing materials including our website for marketing purposes. We will work to ensure that no sensitive data, proprietary, or confidential information is included. If you would like your company or project removed from our website or marketing materials, please email hello@appliedimagination.com or contact your Account Manager/Project Manager, and we will comply.
22. **Force Majeure** – Except for the payment of monies, neither party is liable for any delay in performance under any agreement between Company and Client caused by any “act of God” or any other event beyond its reasonable control.
23. **Impossibility** - If it becomes impossible for one or both Parties to perform its obligations under this Agreement, the Parties will endeavor to negotiate in good faith new terms to cure the impossibility. A Party is not liable for a failure to perform any of its obligations insofar as:
- The failure was due to an impediment beyond its control, and that the Party could not reasonably be expected to have considered the impediment and its effects upon its ability to perform at the time of the signing of this Agreement, and that the Party could not reasonably have avoided or overcome it or its effects.
 - A party seeking relief shall, as soon as practicable after the impediment and its effects upon its ability to perform become known to the Party, give Notice to the other Party of such impediment and its effects on its ability to perform. Notice shall also be given when the problem ceases.
 - Failure to give either Notice makes the Party thus failing liable in damages for loss which otherwise could have been avoided.
 - If a Party is unable to act and due to an impossibility as defined above, then the Party failing to perform is free from liability in damages, from penalties and other contractual sanctions, except from the duty to pay interest on money owing if and to the extent that the impossibility lasts.
 - If the grounds of relief subsist for more than two (2) months, either Party shall be entitled to terminate the Agreement with Notice