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FAX: (918) 743-6616  
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## Pinnacle SeamLESS Support Packages

Business Name: \_\_\_\_\_

Clinic Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Clinic Phone Number: \_\_\_\_\_ Clinic FAX Number: \_\_\_\_\_

Clinic Email Address: \_\_\_\_\_

Primary Doctor's Name: \_\_\_\_\_ Doctor's Email Address: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_ Billing Contact Email: \_\_\_\_\_

SeamLESS Contact Name: \_\_\_\_\_ SeamLESS Contact Email: \_\_\_\_\_

### Package Options

- Platinum Plus \_\_\_\_\_ \$128/mo
- Platinum \_\_\_\_\_ \$108/mo
- Gold \_\_\_\_\_ \$88/mo
- Silver \_\_\_\_\_ \$68/mo
- Bronze \_\_\_\_\_ \$48/mo
- Trial \_\_\_\_\_ Included with SeamLESS Purchase
- Additional Backup Storage Needed \_\_\_\_\_ GB \$ \_\_\_\_\_/mo  
\$25 for each additional 50GB of storage

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- M3 Chiropack Standard \_\_\_\_\_ \$349/mo  
One time installation fee \_\_\_\_\_ \$249
- M3 Chiropack Advanced \_\_\_\_\_ \$499/mo  
One time installation fee \_\_\_\_\_ \$349
- Additional Backup Storage Needed \_\_\_\_\_ GB \$ \_\_\_\_\_/mo  
\$50 for each additional 150GB of storage

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- 200GB Medical Grade Offsite Backup \_\_\_\_\_ \$100/mo  
One time installation fee \_\_\_\_\_ \$149
- Additional Backup Storage Needed \_\_\_\_\_ GB \$ \_\_\_\_\_/mo  
\$100 for each additional 200GB of storage

### Payment Method

- Card Type:  Visa  MasterCard  
 American Express  Discover
- Name on Card: \_\_\_\_\_
- Card Number: \_\_\_\_\_
- Expiration Date: \_\_\_\_\_ V-Code: \_\_\_\_\_

### Client Authorized Confirmation

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

I have read and understand the terms and conditions located on the back of this form and agree to be bound by them. I authorize Mentor Technologies, Inc. to charge my credit card on a re-occurring basis and am subject to a (6) six month minimum term which may thereafter be canceled at any time by providing a (2) two week written notice.

- Currently using Reflection offsite backup services
- Would you like information on computer IT services?

# Please FAX Form to (918) 743-6616

## Pinnacle SeamLESS Support Packages Terms & Conditions

**Complete Agreement.** This Agreement is the complete and exclusive statement of the agreement between you ("Client") and Mentor Technologies, Inc. ("Mentor") It supersedes all prior oral and written proposals and communications pertaining to the subject matter hereof.

**Payment.** This is for a month-to-month pre-paid service. Client is responsible for payment of all services and parts provided by Mentor. All clients will be required to submit a major credit to have on file with Mentor at time of signing this agreement. Credit card information must be filled out completely. You grant Mentor permission to charge your credit card for any and all services you request and any renewals thereof. You agree to allow Mentor to place your account on a recurring payment plan. Your account will automatically be re-billed according to the terms of the plan you select. Mentor will not activate nor reactivate accounts until payment has been processed. All fees are non-refundable and are due on or before the payment due date. Mentor requires pre-authorization for the expected price of parts. Once pre-authorization (signed and approved quote) is received, all parts will be charged to the major credit card, unless another form of payment is received, prior to ordering such parts. If Mentor chooses to extend credit for services, payment terms are NET30 from your receipt of invoice and interest will be applied to any past due amounts at the maximum rates permitted by law. After 45 days from date of invoice, if said invoice has not been paid, Mentor will post charges to the credit card on file for services rendered. If we are unable to process a payment for your plan by its due date, all of your accounts will be suspended until payment is successfully processed and you will be unable to access any services or data from our servers. If an account has been suspended for non-payment, it will only be reactivated upon payment of all overdue fees. If we are unable to process a payment for your plan within 60 days, then all of your accounts will be cancelled for non-payment and we will delete your account(s) and their corresponding data from our system. Mentor is not responsible for losses or expenses incurred by the customer due to customer non-payment. It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, and/or electronic checks. A determination of such misuse or fraudulent use shall be in our sole discretion. Further, we may report all such misuses and fraudulent uses (as determined by us in our sole discretion) to appropriate government authorities, credit reporting services, financial institutions and credit card companies. You have ninety (90) days to dispute any charge or payment processed by Mentor. If you have a question concerning a charge you believe is incorrect, please contact us at support@mentorok.com.

**Hosting.** All Mentor provided hosting requires a Mentor provided code, link, or chiropractic ID to be placed on all pages. This is a very small tag/link/ID placed at the bottom of the page. This is a very common practice with provided hosted sites.

**Renewal.** Support packages automatically renew on the first of every month. After an initial (6) six months minimum term, you are free to cancel your account(s) at any renewal date by providing a written notice (fax or letter only) of termination or intent to cease support services 15 days prior to your renewal date. If you do not wish to continue services with Mentor Technologies, Inc., or do not wish to renew your account, it is your responsibility to cancel your account. All fees, including but not limited to, license fees, yearly subscriptions, other fees, etc. are non-refundable or transferable. Mentor reserves the right to cancel any account at any time; In the event we cancel your account, a refund will be issued for services not rendered.

**Software.** All software provided by Mentor is on an "as is" basis with no warranties of any kind and Mentor will not be liable for any damages of any kind arising from the use. Mentor further disclaims all warranties, express and implied, including without limitations, any implied warranties of merchantability or fitness for a particular purposes. Mentor grants you a non-exclusive, non-transferable, royalty-free, limited license to use the binary form of the software provided by Mentor for personal use only. Redistribution of programs owned or licensed by Mentor, unless explicitly granted by Mentor, is strictly prohibited.

**Notice and Modifications.** Mentor may send notices to you via email, regular mail, or by posting links on Mentors websites. Mentor may make changes to any of the terms or other matters of or related to this agreement at any time by provide notice of changes. Mentor reserves the right at any time to modify or discontinue, temporarily or permanently, the services (or any part thereof) with or without notice.

**Activities.** You are expected not to use the services provided by Mentor for any unlawful activities not otherwise covered above, including but not limited to, attempting to compromise the security of any networked account, a site or a country. Appropriate legal procedures will be pursued when Mentor is aware of any of these activities. The use of the system, directly or indirect as a spamming tool, or other than it is intended, is prohibited. Mentor reserves the right to edit or remove content that we become aware of and determine to be harmful and offensive to the general public. Termination or suspension of your account may be resulted as a consequence to the violation of these rules.

**Warranty Exclusion.** Mentor, its employees and/or its representatives make no representations or warranties that the service and/or parts will resolve your problem. Mentor, its employees and/or its representatives make no warranty either express or implied, including, but not limited to, any implied warranties of merchant ability and fitness for a particular purpose. Mentor, its employees and/or its representatives expressly disclaim all warranties.

**Limitation of Remedy.** Under no circumstances will Mentor, its employees and/or its representatives be liable to you or any other person for damages, including, without limitation, any indirect, incidental, special or consequential damages, expenses, cost profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to the services provided by Mentor, its employees and/or its representatives, use of any information or recommendations provided hereunder. By allowing Mentor, its employees and/or its representatives to provide the service, you hereby agree to release, discharge, and hold harmless Mentor, its employees and/or its representatives from and against any loss, liability, or damage that you, the owner or the lessee may suffer, including, but not limited to, the loss of any data and the non-functioning of any component or element of the system, resulting from Mentor, its employees and/or its representatives performance of services. If a court of competent jurisdiction finds that liability for damages against Mentor, its employees and/or its representatives, regardless of the warranties, disclaimers, and waivers described herein, such damages shall be limited to no more than the total service fee Mentor charged to you in any particular service. Such damages shall constitute liquidated damages and are a reasonable estimate of damages to you. No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure).

**Jurisdiction and Venue.** The provisions of this Agreement and the Agreement itself shall be governed by, and construed in accordance with, the laws of the State of Oklahoma presently existing. Any action or litigation arising out of or relating to this agreement or to its breach shall be brought only in the appropriate Court of jurisdiction sitting in Tulsa County, Oklahoma, and both parties submit to the exclusive jurisdiction of such courts. An alternative interpretation, venue or jurisdiction may be chosen provided it is acceptable to both parties.