

## Electronic Signature Application Agreement

### I. Terms and Conditions

This arrangement (the "Agreement"), by and between \_\_\_\_\_ (hereafter referred to as "the User"), who has signed and returned this Terms and Conditions of Agreement (TCA) document, and Cradle Solution, Inc. (the "Certifier"), is effective beginning upon the date which Certifier issues the initial key code in response to receipt and acceptance of Certifier's signed e-Signature application form.

### II. Recitals

This is to certify my request for an electronic signature. An electronic signature is similar to your handwritten signature. Through the use of an electronic signature, you agree that the information you provide is accurate and complete to the best of your knowledge. You also acknowledge that you have read and understood the following statements.

I further agree that, for the purposes of authorizing and authenticating electronic health records, my electronic signature has the full force and effect of a signature affixed by hand to a paper document.

Initial this area if you have read and understand the text above.

Initials: \_\_\_\_\_

Please read the following notices before providing us with your request for your electronic signature.

1. Any and all information submitted on my behalf shall be true, accurate, and complete. I accept total responsibility for the accuracy of all information submitted on the application form.
2. The undersigned will hold harmless and indemnify the Cradle Solution, Inc. from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, which arise out of or are alleged to have arisen out of, or as a consequence from, the unauthorized utilization of the CradleMRx software application.
3. I further acknowledge that utilization of the web site does not alter my continuing obligation to comply with all applicable requirements of the TCA which I have signed.
4. I agree to immediately notify Cradle Solution, Inc. if my e-signature key code is lost, stolen, misplaced or has been compromised. I understand it is my responsibility to use the information provided to me on this web site for its intended purposes and to protect any password(s) and key code(s) issued to me.

5. I understand that violation of any of the provisions of this Agreement shall subject me to immediate revocation of my access to the e-signature function and/or the website.
6. I understand that access will not be granted to the e-signature function without this agreement.

### III. Warranty of Authority

I acknowledge that I, \_\_\_\_\_ have full authority and legal capacity, whether individually or as a representative of a legal entity, to electronically sign documents created by me.

I understand that attaching my e-signature to any document on CradleMRx is the legal equivalent of submitting a document signed by hand.

I understand that an electronic signature secures the user authentication (proof of claimed identity) at the time the signature is generated. It creates a digital manifestation of the signature, and allows multiple signatories to a document with the order of application recognized and proven.

### IV. Validity and Enforceability

1. I agree that my electronic signature will be valid from date of issuance until it is revoked or terminated per the terms of this agreement.
2. Any document properly communicated pursuant to this agreement shall be considered to be “in writing” and any such documents which contain or to which there is affixed a signature of both User and Certifier shall be deemed for all purposes (a) to have been “signed” and (b) to constitute an “original” when printed from electronic files or documents established and maintained in the normal course of business.
3. The conduct of the parties pursuant to this Agreement, including the use of Signed Documents properly communicated pursuant to the Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement.
4. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and Cradle Solution, Inc.
5. The User agrees that Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

- 6. Neither party shall contest the admissibility of copies of the Signed Documents under the State Rules of Evidence as inadmissible nor in violation of either the business documents exception of the rule on hearsay, or the best evidence rule, or on the basis that the Signed Documents were not originated or maintained in documentary, or paper, form.

IN WITNESS WHEREOF, the parties have executed this Agreement at \_\_\_\_\_ with full knowledge of its content and significance and intending to be legally bound by the terms herein on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

User signature: \_\_\_\_\_

Certifier signature: \_\_\_\_\_