Exhibit A

Terms of Use of the Leapfrog Hospital Safety Grade & Top Hospital Designation

A. Licensee shall have the following rights and obligations:

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3. Licensee should give credit to The Leapfrog Group and link to the Leapfrog Hospital Safety Grade website (www.hospitalsafetygrade.org) where possible and appropriate.

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7. The Leapfrog Hospital Safety Grade measures patient safety. Licensee must not state or imply that the Leapfrog Hospital Safety Grade measures or describes any other quality, e.g., patient satisfaction, quality of care provided, overall performance, etc.

8. Licensee must not state or imply that it is safer than hospitals receiving lower letter grades on the Leapfrog Hospital Safety Grade unless the statement is qualified to indicate the concept “as measured by the Leapfrog Hospital Safety Grade”. Preferred language would be, “X Hospital has received a higher Leapfrog Hospital Safety Grade than other hospitals in our community.” Licensee must not state or imply that it is safer than other hospitals receiving the same letter grade on the Leapfrog Hospital Safety Grade. Licensee may not publicly display or otherwise reveal relative rankings among hospitals receiving the same letter grade in any use.

9. Licensee may not republish the Leapfrog Hospital Safety Grades of other hospitals.

10. Licensees using the Leapfrog Hospital Safety Grade must display the Official Licensure Logo (Leapfrog Hospital Safety Grade “A” Logo) as displayed below in any printed or web materials. Licensees may choose to display the Leapfrog Hospital Safety Grade Program Logo and/or The Leapfrog Group Logo.
11. Licensees using the Top Hospital Designation must display the Official Licensure Logo (Top Hospital Logo) as displayed below in any printed or web materials. Licensee may additionally choose to display The Leapfrog Group Logo.

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H. Licensee may not assign, sublicense, delegate or otherwise transfer this Agreement or any right granted hereunder.

I. This Agreement constitutes the entire agreement between Licensee and Leapfrog relating to this subject matter.

J. This Agreement shall terminate automatically and immediately upon a breach by the Licensee, as determined in Leapfrog’s sole and absolute discretion. Upon termination of the License, Licensee must immediately cease use of the Top Hospital Designation and the Hospital Safety Grade and all Designated Leapfrog Logos.

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