

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

- A. Licensee shall have the following rights and obligations:
1. Licensee may announce and display the Designated Leapfrog Logos on its website, hospital signage, through broadcast and radio advertisements, in paid print and online advertisements and through marketing materials (collectively, "Commercial Use"). Licensee may not change the form or display any of the Designated Leapfrog Logos.
 2. If part of a multicampus organization or part of a multihospital system, Licensee must make clear that the Designated Leapfrog Logos apply only to specific campuses or to specific hospitals and not to the entire organization or system.
 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.
 4. Licensee should give credit to The Leapfrog Group and link to the Leapfrog Top Hospital website (www.leapfroggroup.org/TopHospitals) where possible and appropriate.
 5. Licensee may NOT publish or refer to the Leapfrog Hospital Safety Grade underlying numerical values or display the Leapfrog Hospital Safety Grade numerical values via web, print, or any other media. The most recent Leapfrog Hospital Safety Grade assigned to Licensee must be publicly displayed or referenced through, in, or pursuant to Commercial Use.
 6. When disseminating the Leapfrog Hospital Safety Grade via a one-time mechanism such as a newsletter article, Licensee should use the most recent Leapfrog Hospital Safety Grade assigned by Leapfrog during the term of the License. Licensee must include the grading period (i.e. Fall 2018) that the Leapfrog Hospital Safety Grade was calculated wherever the letter grade appears.
 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.



12. Licensees using the Leapfrog Hospital Safety Grade "A" Logo and/or the Top Hospital Logo may also display The Leapfrog Group Logo as displayed below in any printed or web materials.



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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.
- K. These Terms of Use shall survive the termination of this Agreement.