



LEAPFROG ACCOLADE LICENSURE — LETTER OF AGREEMENT

The Leapfrog Group and _____
Name of Hospital (Licensee) # of Staffed Beds

agree that Leapfrog will license its Leapfrog Hospital Safety Grade "A" Logo and/or Leapfrog Hospital Safety Grade Program Logo and/or Top Hospital Logo and/or The Leapfrog Group Logo (collectively the "Designated Leapfrog Logos") to Licensee pursuant to the terms of this Letter of Agreement for commercial and noncommercial promotion of:

- O Leapfrog Group Spring 2021 Hospital Safety Grade
O Leapfrog 2020 Top Hospital

Fee Table

Licensee will pay The Leapfrog Group (please indicate tier of staffed beds in the below table):

Table with 4 columns: Hospital Size, Indicate Tier with "X", Safety Grade Price, Top Hospital Price. Rows include categories like <50 staffed beds, 50-99 staffed beds, etc.

Total Price: _____

for a limited, non-transferable and non-exclusive license to use the Designated Leapfrog Logos in accordance with this Agreement and the Terms of Use attached as Exhibit A and Leapfrog Group Style Guide for Hospitals. This Agreement will be effective upon execution. An invoice will be delivered within 72 hours of Leapfrog's receipt of the executed Agreement, and payment is due upon receipt. Leapfrog releases updated Safety Grades twice per year, in Fall and Spring, and the Top Hospital Designation once per year in the fall. This Agreement allows Licensee to use the Leapfrog Hospital Safety Grade "A" Logo and Leapfrog Hospital Safety Grade Program Logo for the current Spring 2021 ratings cycle plus the subsequent Fall 2021 ratings cycle, terminating immediately upon the release of the Spring 2022 Safety Grades. The Leapfrog Top Hospital Designation may be promoted in perpetuity. Thank you for prioritizing patient safety!

Sincerely yours,
Alicia Vann
Senior Licensure Agent
The Leapfrog Group

Accepted and Agreed To:

Hospital Name (Licensee): _____

Hospital Address: _____

Name: _____ Title: _____

Signature: _____ Date: ____-____-____

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.



- B. Nothing in this Agreement shall give Licensee any right, title or interest in or to the Designated Leapfrog Logos. Licensee acknowledges and agrees that Leapfrog is the exclusive owner of all rights, title and interest in and to the Designated Leapfrog Logos. Licensee shall not act in any manner that would or might conflict with or compromise Leapfrog's ownership of the Designated Leapfrog Logos, or similarly affect the value or goodwill pertaining to the Designated Leapfrog Logos, such as by applying to register any identical or similar trademark anywhere in the world.
- C. The Designated Leapfrog Logos and all Intellectual Property Rights (defined below) therein are owned by Leapfrog. Licensee shall not reproduce, republish, distribute, modify, reverse engineer or otherwise exploit the Designated Leapfrog Logos in whole or in part, in any manner not expressly permitted by this Agreement and must not remove or modify any copyright or trademark notice, or other notice of ownership.

"Intellectual Property Rights" means all intellectual property rights of any kind or nature however denominated throughout the world, including, without limitation all copyrights, patents, patent applications, trade secrets, inventions, propriety know-how, registered and unregistered trademarks, registered and unregistered service marks, domain names, registered and unregistered trade names, rights of privacy and publicity, moral rights, and database rights.

- D. Licensee agrees to indemnify and hold each of Leapfrog and any agent appointed by Leapfrog to pursue and enforce its rights and to undertake and fulfill its obligations under this Agreement ("Agent") and their respective affiliates and all of their respective past, present, and future directors, officers, employees, successors and agents and all of their respective successors and assigns, both individually and in their official capacities harmless from and against any and all liabilities, damages, demands, claims, causes of action, fines or penalties (including, without limitation, court costs and reasonable attorneys' fees) arising out of or related to the failure of Licensee to fulfill any of Licensee's obligations under this Agreement or Licensee's use of or access to the Designated Leapfrog Logos.
- E. NEITHER LEAPFROG NOR ITS AGENT WILL HAVE ANY RESPONSIBILITY AND WILL BEAR NO LIABILITY WHATSOEVER WITH REGARD TO REPLACING, UPLOADING, VALIDATING, OR CORRECTING ANY LEAPFROG HOSPITAL SAFETY GRADE OR TOP HOSPITAL DESIGNATION ONCE RELEASED. LICENSEE ACKNOWLEDGES AND AGREES THAT, SINCE THE LEAPFROG HOSPITAL SAFETY GRADES AND TOP HOSPITAL DESIGNATIONS ARE BASED ON INFORMATION PROVIDED BY THIRD PARTIES, IT IS REASONABLE THAT THE LEAPFROG HOSPITAL SAFETY GRADE AND TOP HOSPITAL DESIGNATIONS, AND ANY SERVICES PROVIDED UNDER THIS AGREEMENT BE, AND THEY ARE "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". LEAPFROG AND ITS AGENT DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR ARISING OUT OF ANY COURSE OF DEALING.
- F. TO THE FULL EXTENT PERMITTED BY LAW, NEITHER LEAPFROG NOR AGENT IS LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR ANY DAMAGES FOR LOSS OF BUSINESS, REVENUE, OR PROFIT OR ANY OTHER DAMAGES OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S USE OF DESIGNATED LEAPFROG LOGOS, EVEN IF LEAPFROG HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN CONTRACT, TORT, WARRANTY, OR ANY OTHER LEGAL THEORY.
- G. This Agreement, the rights and obligations hereunder, and any claims or disputes relating thereto, will be governed by and construed in accordance with the laws of the District of Columbia without regard to the principles of conflicts of laws. Any claim, suit, or action arising under or relating to this Agreement must be brought and maintained exclusively in courts located within the District of Columbia.
- 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.