



LEAPFROG TOP ASC LICENSURE — LETTER OF AGREEMENT

The Leapfrog Group and _____
Name of Ambulatory Surgical Center (ASC) (Licensee) _____ *# of Staffed Beds*

agree that Leapfrog will license its Leapfrog Top ASC Logo and/or The Leapfrog Group Logo (collectively the “Designated Leapfrog Logos”) to Licensee pursuant to the terms of this Letter of Agreement (the “Agreement”) for commercial and noncommercial promotion of:

Leapfrog 2024 Top ASC

Fee Table

Licensee will pay The Leapfrog Group \$0 for licensing the right to use the 2024 Top ASC logo

Total Price: _____ \$0

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 and ASCs. This Agreement will be effective upon execution. An invoice, if applicable will be delivered within 72 hours of Leapfrog’s receipt of the executed Agreement, and payment is due upon receipt. The Leapfrog Top ASC Designation may be promoted in perpetuity for the year and award the Licensee purchases from Leapfrog in this Agreement. Thank you for prioritizing patient safety!

Sincerely,
Lindsay Belville, Senior Licensure Agent
The Leapfrog Group

Accepted and Agreed To:

ASC Name (Licensee): _____

Hospital Address: _____

Name: _____ **Title:** _____

Email: _____

Signature: _____ **Date:** ____ - ____ - ____

Designated User (contact will be authorized to access and download the Designated Logos provided through this LOA)

Name: _____ **Email:** _____

Please scan the completed Letter of Agreement and email to Licensing@Leapfrog-Group.Org.

EXHIBIT A
Terms of Use of the Leapfrog Top ASC 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 Top Hospital or Top ASC website (www.leapfroggroup.org/TopHospitals) where possible and appropriate
4. Licensees using the Top Hospital or Top ASC Designation must display the Official Licensure Logo (Top Hospital Logo or Top ASC Logo) as displayed below in any printed or web materials. Licensee may additionally choose to display The Leapfrog Group Logo.



5. Licensees using the the Top ASC 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.
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- 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

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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 ASC Designation and all Designated Leapfrog Logos.
- K. These Terms of Use shall survive the termination of this Agreement.