



LEAPFROG DESIGNATED LOGO LICENSE — LETTER OF AGREEMENT

The Leapfrog Group and _____ as of _____
Name of Facility (Licensee) *Effective Date*

agree that Leapfrog grants Licensee a limited, non-transferable, and non-exclusive license to use one or more of the following Leapfrog logos, including their respective program logos (collectively, the “Designated Leapfrog Logos”), as indicated below, in accordance with the terms of this Letter of Agreement for both commercial and non-commercial promotion:

Step 1: Select Your Designated Leapfrog Logo(s)

☐ 2026 Top Ambulatory Surgery Center (“Top ASC”)

Licensee acknowledges that this Agreement applies only to the Designated Leapfrog Logos selected above and, if elected below, the Promotional Space on the Leapfrog Survey Results Webpage (the “Promotional Space Option”), and all terms and conditions outlined herein govern their use, with Exhibit A applying to the Designated Leapfrog Logos and Exhibit B applying to the Promotional Space Option.

Fee Table: Licensee agrees to pay The Leapfrog Group (*please indicate the number of annual discharges on the table below*):

Total Number of Annual Discharges	Indicate Tier with an “X”	Top ASC Logo Price*	Individual Logo Price with 10% Embargo Discount**
<1000 annual discharges		\$500	\$450
1000-4999 annual discharges		\$1,250	\$1,125
5000+ annual discharges		\$2,500	\$2,250

Designated Leapfrog Logo(s) Fee: _____

** Combined purchase of two or more Top ASC logo licenses will receive a 20% discount. **Embargo Discount cannot be combined with any other discounts.*

This license allows the Licensee to use the Designated Leapfrog Logos in accordance with this Agreement and the Terms of Use attached as Exhibit A and the [Leapfrog Programs and Designated Logos Brand Guide](#). The Agreement becomes effective upon execution. An invoice will be issued within 72 hours and payment is due upon receipt.

Leapfrog releases the Top ASC designation once per year in the Fall. Under this Agreement, Licensee may use the specific Designated Leapfrog Logo(s) selected above for the current ratings cycle in which the designation is earned. The Designated Leapfrog Logos, which include the corresponding year or ratings cycle for which this license is purchased, may be displayed in perpetuity.

Step 2: Promotional Space Option (OPTIONAL; no additional fee for facilities that license their 2026 Top ASC Designated Logo)

Promotional space on your facility's dedicated Leapfrog Survey Results webpage is available to ASCs that submit a Leapfrog ASC Survey and have Survey Results publicly reported on Leapfrog's Hospital and Surgery Center Ratings [website](#). There is **no additional fee** for facilities that license their 2026 Top ASC Designated Logo. For all other eligible facilities, there is an additional fee of \$2,500.

☐ By checking this box, Licensee opts into the Promotional Space Option pursuant to the Terms of Use attached as Exhibit B. There is no additional fee for facilities that license their 2026 Top ASC Designated Logo. For all other eligible facilities, there is an additional fee of \$2,500, which is not eligible for the multi-license discount or any other discount otherwise available under this Agreement. The Promotional Space Option has a term of one (1) year from the date this Agreement is signed, regardless of the ratings cycle(s) for which the Designated Leapfrog Logos are licensed, and, unlike those Designated Leapfrog Logos, may not be used in perpetuity. No refunds will be issued for the Promotional Space Option under any circumstances.

Promotional Space Option Fee (if applicable): \$ _____

Total Price: _____

Accepted and Agreed To:

Facility Name (Licensee): _____

Address: _____

Name: _____ **Title:** _____

Email: _____

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

Designated User (contact will be authorized to access and download the Designated Logos provided through this LOA and, if elected, will be authorized to access and update the Promotional Space Option)

Name: _____ **Email:** _____

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

EXHIBIT A
Terms of Use of the Leapfrog Designated Logos

A. Licensee shall have the following rights and obligations:

1. Licensee may announce and display the licensed Designated Leapfrog Logos on its website, facility 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 multi-facility system, Licensee must make clear that the Designated Leapfrog Logos apply only to specific campuses or to specific facilities and not to the entire organization or system.
3. Licensee should give credit to The Leapfrog Group and link to Leapfrog's respective program webpage where possible and appropriate, for example:
 - i. Leapfrog Top ASC: (<https://www.leapfroggroup.org/ratings-reports/top-ascs>)
4. When using or displaying the Leapfrog Designated Logos, Licensee must display the most recent, officially licensed Leapfrog Designated Logos during the term of the License. The date-stamped logo (e.g., Top ASC 2026) corresponding to the applicable Leapfrog Program cycle must be included wherever the designation appears. No alterations, modifications, or removal of date stamps from the logo are permitted.
5. Licensee may not republish the Designated Logos of any facilities other than its own purchased through this Agreement. The Designated Leapfrog Logos may only be used by the specific facility or facilities that have individually purchased a license. Logos may not be transferred, sublicensed, or displayed by any other facility campus within a multi-facility system or by parent organizations that have not obtained an active license for each facility using the logos.
6. Licensees using the Top ASC Designation must display the Official Licensure Logo (e.g. Top ASC Logo) as displayed below and in accordance with the Leapfrog Programs and Designated Logos Brand Guide in any printed or web materials. Licensee may additionally choose to display The Leapfrog Group Logo.



7. Licensees with a current, active license that is purchased within one year of the Effective Date, may also display The Leapfrog Group Logo as displayed below and in accordance with the Leapfrog Programs and Designated Logos Brand Guide in any printed or web materials.



8. 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.

9. 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.
10. "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.
11. 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.
12. 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 TOP ASC DESIGNATION ONCE RELEASED. LICENSEE ACKNOWLEDGES AND AGREES THAT, SINCE THE LEAPFROG TOP ASC DESIGNATIONS ARE BASED ON INFORMATION PROVIDED BY THIRD PARTIES, IT IS REASONABLE THAT THE LEAPFROG TOP ASC 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.
13. 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.
14. 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.
15. Licensee may not assign, sublicense, delegate or otherwise transfer this Agreement or any right granted hereunder.
16. This Agreement constitutes the entire agreement between Licensee and Leapfrog relating to this subject matter.
17. 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.
18. If payment is not received by Leapfrog within forty-five (45) days after the due date, or any Licensee violates, or is perceived by Leapfrog to have violated, the terms of this Agreement, as determined within Leapfrog's sole discretion, Leapfrog reserves its rights to: (1) impose interest on its outstanding invoices at a rate of six (6) percent annually; (2) immediately suspend this Agreement, and any rights Licensee has or may have hereunder; and, (3) categorize Licensee as ineligible for licensure under future iterations of this Agreement. Additionally, Leapfrog reserves the right to indefinitely refuse and withhold future licensure to any Licensee or potential Licensee, in its sole discretion, based upon said Licensee being in

arrears on payments due to Leapfrog under this Agreement and/or based on Licensee's breach of this Agreement, or perceived breach, in Leapfrog's sole and absolute discretion.

19. These Terms of Use shall survive the termination of this Agreement.

EXHIBIT B

Promotional Space Option Terms of Use

In this Exhibit B, “Advertiser” means Licensee and “Website” means Leapfrog’s Hospital and Surgery Center Ratings website (ratings.leapfroggroup.org). This Exhibit B applies only to the Promotional Space Option, and only if Licensee has elected this option.

A. Eligibility; Exclusion of Non-Participating ASCs

1. This Agreement is only available to Licensees and Ambulatory Surgical Centers (“ASCs”) that submit a Leapfrog ASC Survey and have publicly reported Survey Results on the Website. Licensees and ASCs that do not submit a Leapfrog ASC Survey or have publicly reported Survey Results on the Website shall not be eligible to participate in, enroll in, or otherwise opt in to this Promotional Space Option (Exhibit B) of the Agreement. For the avoidance of doubt, nothing in this Agreement shall be construed to permit or authorize a Licensee or ASC that does not meet these requirements to elect participation under this Promotional Space Option (Exhibit B) of the Agreement. Failure to abide by this Section will result in automatic termination, effective immediately upon such cessation, without further notice or action required by either party.

B. Using Promotional Space

1. Leapfrog shall display Advertiser’s advertising creative (the “Ad”) on Advertiser’s dedicated Leapfrog ASC Survey Results webpage on the Website.
2. The Ad(s) shall be placed in the Position on the Website, defined as the placement on Advertiser’s dedicated Leapfrog ASC Survey Results webpage on the Website as depicted in Schedule A, in the format and dimensions specified in Schedule A.
3. Leapfrog reserves the right to adjust Ad placement on the Website as reasonably necessary for editorial or technical reasons, provided that any material change in placement shall require the Advertiser’s prior written consent.

C. Ad Restrictions

1. Leapfrog does not review or approve the Ad before it is displayed. Advertiser may submit and update the Ad and the webpage to which the Ad links (the “Landing Page”) at any time during the Term through Leapfrog’s self-service portal, and Advertiser is solely responsible for the content of the Ad and the Landing Page.
2. Leapfrog may reject or require modification of any Ad creative that contains content that Leapfrog reasonably deems objectionable, unlawful, misleading, or harmful, or could adversely affect the operation of the Website.
3. Advertiser may submit a: (1) facility-specific or health system logo; (2) static image or animated GIF; (3) photograph of the facility, a department, or staff members; (4) call-to-action (CTA) phrase from the list in the Promotional Space User Guide provided by Leapfrog (the “User Guide”); or (5) copy that complies with the character limits.
4. In addition to limitations identified in this Agreement, content must not include: (1) comparative or superiority claims such as “Safer Than,” “#1,” or “Best”; (2) any implied endorsement beyond the designation already earned through Leapfrog; and (3) restatements, interpretations, or recharacterizations of the Leapfrog ASC Survey or ASC Survey Results.
5. Advertiser must otherwise comply with all requirements and restrictions outlined in the User Guide.
6. Advertiser acknowledges that the Ad will be labeled “Advertisement” on the Website and that Advertiser’s purchase of the Promotional Space Option has no effect on any rating, score, result, designation, Survey participation status, or search placement of Advertiser or any other facility.

D. The Advertiser represents and warrants that:

1. The Advertiser owns or has obtained all necessary rights, licenses, and permissions to use the Ad creative, trademarks, logos, images, and other content provided to Leapfrog, and the display of such materials by Leapfrog will not infringe or misappropriate any third party’s intellectual property rights, rights of publicity, or other proprietary rights.

2. All Ads and the Landing Page comply with all applicable federal, state, and local laws, rules, and regulations, including, without limitation, the Federal Trade Commission's ("FTC") Guides Concerning the Use of Endorsements and Testimonials in Advertising (16 C.F.R. Part 255), the FTC Act, the CAN-SPAM Act, and all applicable truth-in-advertising, consumer protection, and data privacy laws.
3. The Advertiser has the full power and authority to enter into and perform its obligations under this Agreement.
4. Advertiser may not assign, sublicense, delegate or otherwise transfer this Agreement or any right granted hereunder.
5. This Agreement constitutes the entire agreement between Advertiser and Leapfrog relating to this subject matter.

E. Leapfrog represents and warrants that:

1. Leapfrog has the full power and authority to enter into and perform its obligations under this Agreement and to grant the rights granted herein.
2. Leapfrog shall display the Ad in substantial conformity with the placement, format, and schedule specified in this Agreement and example in Schedule A, subject to the adjustments permitted in Section B(3).
3. The Website does not contain content that is unlawful, defamatory, or obscene in any material respect.

F. Term and Termination

1. "Term" means the one (1) year period commencing on the date this Agreement is signed, unless earlier terminated as provided herein.
2. If payment is not received by Leapfrog within forty-five (45) days after the due date, or Advertiser violates, or is perceived by Leapfrog to have violated, the terms of this Agreement, as determined within Leapfrog's sole discretion, Leapfrog reserves its rights to: (1) impose interest on its outstanding invoice at a rate of six (6) percent annually; and (2) immediately suspend this Agreement (Exhibit B), and any rights Advertiser has or may have hereunder. Additionally, Leapfrog reserves the right to indefinitely refuse and withhold future Promotional Space Option to any Advertiser or potential Advertiser, in its sole discretion, based upon said Advertiser being in arrears on payments due to Leapfrog under this Agreement and/or based on Advertiser's breach of this Agreement, or perceived breach, in Leapfrog's sole and absolute discretion.
3. This Agreement (Exhibit B) is not subject to automatic renewal.
4. This Agreement shall terminate automatically and immediately upon a breach by the Advertiser, as determined in Leapfrog's sole and absolute discretion. Upon termination of this Promotional Space Option, Leapfrog will immediately cease the use of Advertiser's Ad.
5. Notwithstanding anything to the contrary in this Agreement, Leapfrog may, in its sole and absolute discretion, at any time and with or without cause or prior notice, suspend or remove the Ad or terminate this Agreement. Any such suspension, removal, or termination shall not entitle Advertiser to any refund, credit, or reduction of the Promotional Space Option Fee.

G. License Grant

1. The Advertiser hereby grants to Leapfrog a limited, non-exclusive, non-transferable, royalty-free license during the Term to display, reproduce, transmit, and distribute the Ad creative, trademarks, trade names, logos, and other materials provided by the Advertiser solely as necessary to perform Leapfrog's obligations under this Agreement.
2. All rights not expressly granted herein are reserved by the respective Party. Neither Party acquires any right, title, or interest in the other Party's intellectual property except as expressly set forth in this Section G.

H. Indemnification

1. The Advertiser shall indemnify, defend, and hold harmless Leapfrog and its officers, directors, employees, agents, and affiliates (each, a “Leapfrog Indemnitee”) from and against any and all third-party claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to (i) the Ad, (ii) any breach of Advertiser’s representations, warranties, or obligations under this Agreement, or (iii) the Advertiser’s violation of applicable law.

I. Governing Law

1. This Agreement (Exhibit B), 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.

SCHEDULE A

(Example Ad)

Ad format and dimensions: 600px by 500px, accepted file types: PNG, JPEG, or GIF

LEAPFROG RATINGS

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Jane Doe Surgery Center

456 Surgery Way
City, State, 12345
Survey Submission Date: June 30, 2026
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