

Most Wired Trademark and Logo **Terms of Use Policy and Guidelines**

CHIME hereby grants the hospital or health care system certified at level 7-10 the CHIME® Digital Health Most Wired® recognition. The limited, non-exclusive, revocable right to use the CHIME trademark and Digital Health Most Wired trademark together as set forth in the attached Guidelines (collectively, the "**Mark**") for a one-year period commencing on October 6, 2020 and ending on October 6, 2021, solely: (i) on recognized organizations website to indicate that they are a recognized organization of the "CHIME Digital Health Most Wired 2020" survey program; (ii) as part of recognition email signature on email communications; and (iii) on the press release announcing recognition as a Digital Health Most Wired certified level 7-10, provided the CHIME press release template is used, and subject to the terms and conditions specified herein. The use of the Mark shall be only for the recognized organization itself and is not to be used for any parent or other affiliated organization of the Recognized organization. Except as set forth in the attached Guidelines regarding gifts and merchandise (which must be approved in advance by CHIME), Recognized Organization shall not use the Mark for any other purpose, including, without limitation, on or in connection with any merchandise, products, disposable items or printed material.

Prior to any use of the Mark, Recognized Organization must present to CHIME for CHIME's review and approval the graphic placement of the Mark. Recognized Organization agrees to make any changes to the format, graphic representation or other changes as may be required by CHIME, at Recognized Organization's expense. CHIME reserves the right not to provide its approval in the event the use of the Mark violates or is inconsistent with this Terms of Use Policy or the attached Guidelines, or creates or may create confusion.

Except for the limited rights granted to Recognized Organization herein, all intellectual property rights in and to the Mark belong exclusively to CHIME and CHIME's affiliate, CHIME Foundation, and Recognized Organization shall not acquire any ownership rights in the Mark as a result of Recognized Organization's permitted use of the Mark.

Recognized Organization shall not: (a) take any action which will interfere with any of CHIME's or CHIME Foundation's rights in and to the Mark; (b) challenge the right, title or interest of CHIME, CHIME Foundation or any of their affiliates in and to the Mark or the benefits therefrom; (c) make any claim or take any action adverse to CHIME's or CHIME Foundation's ownership of the Mark; (d) register or apply for registrations of the Mark or any other mark which is similar to the Mark or which incorporates the Mark; and (e) use any mark which is confusingly similar to the Mark.

In addition to the foregoing, Recognized Organization shall not use the Mark in any way that references or suggests, directly or indirectly, that CHIME or any of its affiliates has endorsed, certified, approved or warranted Recognized Organization's products or services, website, or any other media or publication, including the quality, reliability or performance of any of the foregoing. Recognized Organization shall not use the Mark on any portion of any website that is the same or similar in appearance, layout or design to the appearance, layout or design of any portion of the CHIME website.

Recognized Organization shall not, directly or indirectly, sublicense, assign, transfer or attempt to sublicense, assign or transfer, or in any way encumber, the Mark. Any attempt to do so shall be void.

CHIME may terminate Recognized Organization's rights to use the Mark immediately upon written notice, if Recognized Organization fails to comply with any terms of this Terms of Use Policy or the attached Guidelines. CHIME may also terminate Recognized Organization's rights to use the Mark without cause at any time upon thirty (30) days written notice.

If the rights granted to Recognized Organization under this Terms of Use Policy or the attached Guidelines are terminated, Recognized Organization shall cease all use of the Mark as soon as possible, not to exceed three (3) calendar days following the date of such notice.

The Terms of Use Policy and the attached Guidelines represent the entire agreement between Recognized Organization and CHIME with respect to the use of the Mark, and supersedes any and all prior agreements or understandings between Recognized Organization and CHIME relating to the subject matter herein.

Guidelines for Use of the Mark

Note: These Guidelines may be changed from time-to-time by CHIME in its sole discretion. CHIME will communicate any change to Recognized Organization and Recognized Organization's compliance with such change, if needed, will be required within thirty (30) days after the date of such notification. Notification may be by email to Recognized Organization's representative of record, based on CHIME's current information. If Recognized Organization is unable to complete the change, if needed, within such thirty (30)-day period, Recognized Organization must contact CHIME in advance of the expiration date, and CHIME and Recognized Organization will work together to address an acceptable timeline to implement the change. If the change is not completed within the thirty (30)-day time period, or such longer time period as may be agreed between CHIME and Recognized Organization, CHIME may revoke Recognized Organization's right to use the Mark.

CHIME will provide the graphic file for Recognized Organization's use. Recognized Organization is not permitted to create its own version of the Mark.

Recognized Organization must always include the trademark Attribution Statement set forth below on the page where the Mark is being used.

Attribution Statement:

The CHIME name and Digital Health Most Wired logo are registered trademarks of College of Healthcare Information Management Executives Foundation and College of Healthcare Information Management Executives, respectively.

Do not change the size, color or proportion of the artwork provided by CHIME. Do not use the Mark within the structure of a sentence, within a title, or in conjunction with Recognized Organization's or any other company's logo. Exceptions are noted below.

Acceptable Modification: Set the letters (CHIME® Digital Health Most Wired®) as text.

Always allow a "safe space" around the logotype as set forth below.

Do not place the Mark on active backgrounds that may reduce legibility.

The Mark should not be changed in any way, except that the Mark may be resized in a proportionate manner. The Mark's appearance must never be altered from the format in the graphic file provided by CHIME. Alteration includes recreating or redrawing the Mark with computer graphics or word processing programs.

Do:

- ◆ Reproduce the Mark consistently in all materials
- ◆ Reproduce the Mark in the colors specified in these Guidelines
- ◆ Allow the Mark to stand distinct and clear of any other mark or text

Do not:

- ◆ Regroup or reformat the text in any way
- ◆ Combine the Mark with any additional symbols
- ◆ Distort, stretch or squeeze the Mark either horizontally or vertically
- ◆ Create a new logo or format
- ◆ Tilt the Mark at an angle
- ◆ Use a different font
- ◆ Use the Mark on a busy pattern or background that impairs its legibility
- ◆ Use drop shadows with any of these elements.
- ◆ Change the color of the Mark
- ◆ Use the Mark within the structure of a sentence, within a title, or in conjunction with another company's logo

The Mark, if used as a linking device on the Internet, must always link to chimecentral.org. If other links within the chimecentral.org domain are required, then Recognized Organization must include a "Go to CHIME" button to permit the user to navigate directly back to the www.chimecentral.org homepage.

The Mark shall not be used in any manner that might suggest CHIME or any of its affiliates are the owner of an event. For instance, the Mark may not be incorporated into an event identity, name or imagery.

The Mark must always be clearly identified as, or associated with, text that communicates its relationship with CHIME. For instance, when used, it should be near a paragraph/statement about CHIME and its relationship with Recognized Organization or when used with multiple logos the relationship should be identified collectively as such (e.g., "Recognized Organization of:" or other appropriate language).

The Mark must not be subordinate to, or dominant over, those of the other equivalent value. For instance, the Mark along with other marks must all be equally important with no individual logo dominating the others, and the Mark must have "equal visual weight" in relation to other marks being represented (not necessarily equal size, since the size color and shape of different trademarks will impact their prominence).

Use of the Mark on merchandise being provided as a gift or sold at an event will require a license and involve payment of an additional license fee to CHIME. Please contact CHIME at least sixty (60) days in advance of any planned use of the Mark in this manner. CHIME reserves the sole right to accept or deny a request to permit the Mark to be used in the above manner.

Recognized Organization may make purchases of merchandise containing the Mark from the CHIME Digital Health Most Wired Winners Circle store, but many not replicate or otherwise reproduce the items purchased from the store.

Spacing:

Please follow these guidelines on how close the Mark can be placed to another element.



x height = the height of the "CHIME" portion of the Mark from top to bottom

Clear space around the Mark = allow x spacing on all sides of the Mark

Minimum Sizes:

The minimum logo size is 1.5" wide

The minimum logo size for print on 8.5"x11" is 2.25" wide

The minimum logo size for web usage is 125 pixels wide