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NOTE: You may already be a party to this Agreement if you registered for an ESP Ultrasound Seminar (the “Service”) or placed an order for Materials online or using a printed form that included this License Agreement.

This Terms of Use Agreement (this “Agreement”), is a legal agreement between you, either individually or on behalf of your corporation, partnership, sole proprietor, or other business entity (“you” or “your”) and ESP Ultrasound, LLC, its affiliates, and each of their respective successors and assigns (collectively, “ESP”) governing your use of (i) course materials and any other information, documents and content (the “Materials”) accessible via <http://www.esp-inc.com> or another web site or IP address designated by ESP (the “ESP Site”), (ii) the instructional services provided by ESP, and (iii) any other services identified during the educational process developed, operated, or maintained by ESP through the ESP Site, including any offline components (collectively, the “Service”). If you have entered into a written and signed agreement with ESP, that agreement shall supersede, govern, and control with respect to any conflicting term or provision in this Agreement.

1. License Grant and Restrictions

Subject to the terms and conditions of this Agreement, ESP hereby grants you a limited, non-exclusive, **non-transferable**, license to access and use the Service solely on a server controlled by ESP and solely for your own individual purposes. The license granted herein is strictly conditioned on your continued compliance with the terms and conditions of this Agreement. Your use of the Service is limited to the scope of the license granted in this Agreement and this Agreement does not permit you to use the Service other than as provided herein. You acknowledge that the Service includes valuable trade secrets and/or the confidential information of ESP or its licensors. You acknowledge and agree that except as otherwise authorized under this Agreement or otherwise specified in writing between the parties:

- a) You shall not copy, reproduce, republish, upload, post, transmit or distribute the Service or the Materials in any way;
- b) You shall not sell, resell, license, sublicense, rent, lease, transfer, assign, distribute, grant a security interest in, or otherwise transfer any rights to, or commercially exploit, the Service or any Materials contained in or made available to you in the course of using the Service or use the Service to run or as part of a service bureau, outsourced, or managed services arrangement;
- c) You shall not modify, translate, alter, adapt, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), reproduce, distribute or display, or create derivative works, compilations or collective works based on the Service or the Materials;
- d) You shall not knowingly or negligently permit other individuals or entities to use or copy the Service, or create Internet “links” to the Service or “frame” or “mirror” the Service on any other server or wireless or Internet- based device;
- e) You shall not access the Service for any reason, including without limitation, in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, (c) copy any ideas, features, functions or graphics of the Service, (d) monitor its availability, performance or functionality, or (e) for any other benchmarking or competitive purposes;

- f) You shall not access the Service if you sell or provide any service, software, or product that may compete with ESP's services, software, or products, which include, but are not limited to, the service of search engine optimization (a "Competitor");
- g) You shall not attempt to use or gain unauthorized access to data, accounts, hosts, systems or networks of ESP or any of its customers or suppliers, or those of any other party; breach the security of another user or system, or attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for you or logging into or making use of a server or account you are not expressly authorized to access;
- h) You shall not attempt to probe, scan or test the vulnerability of a system, account or network of ESP or any of its customers or suppliers, any ESP product or service, or those of any other party;
- i) You shall not interfere, or any attempt to interfere, with service to any user, host or network including, without limitation, mail-bombing, flooding, and attempting to deliberately overload the system or distribute programs that "crack," or make unauthorized changes to, the software;
- j) You shall not forge any TCP-IP packet header or any part of any header information, falsify, alter or remove address information or other modification of e-mail headers; collect responses from unsolicited bulk messages, falsify references to ESP or the Service, by name or other identifier, in messages; impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;
- k) You shall not restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- l) You shall not restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any ESP (or ESP supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any ESP (or ESP supplier) facilities used to deliver the Service; and
- m) You shall not create or use any program, tags, markers, bots, mousetraps, highjackers or other similar computer routines or sub-routines to automatically access or manipulate the Service.
- n) You shall not use, nor permit others to use, any part of the Service or the Materials—whether in whole or in part—for the purpose of training, fine-tuning, evaluating, or augmenting any artificial intelligence (AI) system or machine learning (ML) model, including but not limited to large language models (LLMs), image recognition systems, recommendation engines, or generative AI tools.

You shall not upload, transmit, copy, extract, or otherwise incorporate the Service or the Materials into any AI training corpus, dataset repository, model architecture, or annotation tool.

Such use is expressly prohibited, constitutes a material breach of this Agreement, and will be pursued to the fullest extent of the law, including through injunctive relief and statutory damages under applicable intellectual property statutes.

2. **Customer Communications; Disclosure**

From time-to-time, ESP may ask whether or not you wish to receive marketing and other non-critical Service-related communications. You may elect not to receive such communications at that time or opt-out of receiving such communications at any subsequent time by notifying ESP. Because the Service is a hosted, online application, ESP may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service. ESP reserves the right to disclose that you are a user of the Service.

3. **Your Obligation**

You are responsible for all activity occurring when the Service is accessed through your password and you shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify ESP immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to ESP immediately and use reasonable

efforts to stop immediately any copying or distribution of Materials that is known or suspected by you; (iii) notify ESP when you no longer require access to the Service; and (iv) keep all of your profile information current.

4. Intellectual Property Ownership

All right, title and interest in the Service, including the Materials and all technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to this Agreement, including all copyrights, patents, trade secrets, trade dress and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to ESP or its licensors, and you shall have no rights whatsoever in any of the foregoing. You acknowledge that the Service constitutes a valuable trade secret and/or is the confidential information of ESP or its licensors. Nothing in this Agreement or otherwise will be deemed to grant to you an ownership interest in the Service, in whole or in part. All content and materials included as part of the Service, such as text, graphics, logos, button icons, images, audio clips, information, data, forms, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material, and software (the “Works”) are the property of ESP or its content suppliers and is protected by copyrights, trademarks, trade secrets, or other proprietary rights and these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Works are copyrighted as individual works and as a collective work under the U.S. copyright laws (17 U.S.C. Section 101, et. seq.) and international treaty provisions, and ESP owns a copyright in the selection, coordination, arrangement and enhancement thereof. You may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Works, in whole or in part. Any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, adaptations, translation, republication, display, or performance, of the Works, except as specifically permitted herein, is strictly prohibited. You understand and acknowledge that unauthorized disclosure, use or copying of the proprietary products and services provided pursuant to this Agreement may cause ESP and its licensors irreparable injury, which may not be remedied at law, and you agree that ESP and its licensors’ remedies for breach of this Agreement may be in equity by way of injunctive or other equitable relief.

5. Trademarks

The ESP Ultrasound name, logo, other related names, design marks, product names, feature names and related logos are trademarks of ESP and may not be used, copied or imitated, in whole or in part, without the express prior written permission of ESP. In addition, the look and feel of the Service (including all page headers, custom graphics, button icons, and scripts) constitutes the service mark, trademark and/or trade dress of ESP and may not be copied imitated or used, in whole or in part, without the express prior written permission of ESP.

6. Term; Termination; Suspension of Service

The term of this Agreement commences on your first use of the Service and continues through any subsequent use of the Service thereafter. Any unauthorized use of the Service will be deemed a material breach of this Agreement. ESP, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement or ESP’s then-current payment or refund policies. In addition, ESP may terminate a free account at any time in its sole discretion.

7. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “you” or “your” shall refer to such entity. If you do not have such authority, you must immediately stop using the Service.

8. Indemnification

You shall defend, indemnify and hold ESP harmless from and against any and all losses, damages, liabilities, costs, judgments, charges and expenses, including reasonable attorneys’ fees, arising out of or relating to any act or omission by you with respect to (i) your use of the Service or (ii) your breach or violations of the terms of this Agreement.

9. Disclaimer of Warranties

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, (A) THE SERVICE IS PROVIDED “AS-IS” AND “WITH ALL FAULTS”, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ESP, INCLUDING ITS AFFILIATES, SUBSIDIARIES, LICENSORS, SUBCONTRACTORS, DISTRIBUTORS, SERVICES PARTNERS, AGENTS AND MARKETING PARTNERS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE “ESP PARTY(IES)”) DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICE, OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABILITY, NON-INFRINGEMENT AND ACCURACY AND NON-INTERFERENCE; (B) NEITHER ESP NOR ANY ESP PARTY WARRANTS THAT (i) THE SERVICE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS, (ii) THE SERVICE WILL MEET YOUR REQUIREMENTS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; (C) YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF ESP’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (D) ESP AND THE ESP PARTIES, JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE COUSE MATERIALS, RESULTS OR OTHER INFORMATION OBTAINED, GENERATED OR OTHERWISE RECEIVED BY YOU FROM ACCESSING AND/OR USING THE SERVICE OR OTHERWISE RELATING TO THIS AGREEMENT, AND (E) USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK AND NEITHER ESP NOR ANY OF THE ESP PARTIES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY THEREFOR.

10. Interruption of Service

YOU AGREE THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SERVICE, INCLUDING, THE PUBLIC TELEPHONE, COMPUTER NETWORKS AND THE INTERNET OR TO TRANSMIT INFORMATION, WHETHER OR NOT SUPPLIED BY YOU OR ESP, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT THE ACCESS TO AND/OR THE USE OR OPERATION OF THE SERVICE. NEITHER ESP NOR ANY OF THE ESP PARTIES SHALL BE LIABLE FOR ANY INTERFERENCE WITH OR PREVENTION OF YOUR ACCESS TO AND/OR USE OF THE SERVICE.

11. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL ESP BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOST TIME OR GOODWILL, EVEN IF ESP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. ESP SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST YOU BY THIRD PARTIES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF ESP IN CONNECTION WITH THE SERVICE AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE PAYMENTS MADE TO ESP FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM IN THE SIX (6) MONTHS PRIOR TO SUCH CLAIM. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE SERVICE MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED. YOU ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF THE REMEDIES FAIL THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, YOU WOULD HAVE PAID A HIGHER FEE FOR THE SERVICE PROVIDED HEREUNDER. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

12. Account Access

Where use of the Service is contingent on you and your users accessing an “account” and/or inserting a “user-identification” and/or “password”, you agree that you will be solely responsible for the user-ids and passwords that are provided to you (as such passwords may be changed from time to time in accordance with features of the Service) to log-in to the password-protected Service. If non-authorized individuals have access to your systems or to your users’ user-id and password, they may be able to use the Service. You and your users shall keep any correspondence you receive relating to or through the use of the Service (including, but not limited to, your user-id, passwords, and other registration or sign-in information) confidential and in a safe place and not disclose it to any third party. You will be responsible and liable for all communications and actions that take place through the use of your user-ids, including without limitation, any actions that occur without your authorization. Accordingly, it is your responsibility to take appropriate actions immediately if any password has been stolen, leaked, compromised or otherwise used without proper consent.

13. Local Laws and Export Control

You acknowledge that the Service, which may include technology and software, may be subject to the customs and export control laws and regulations of the United States and may also be subject to the customs and export laws and regulations of the country in which the Service is rendered and/or received. You agree to abide by those laws and regulations. You are solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. ESP’s agreement to provide the Service is contingent upon the issuance of any applicable export license required by the United States Government; ESP is not liable for delays or failure to deliver Service or a product resulting from your failure to obtain such license or to provide such certification.

14. Notice

ESP may give notice by means of a general notice via the Service, electronic mail to your e-mail address on record in ESP’s account information, or by written communication sent by first-class mail or pre-paid post to your address on record in ESP’s account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to ESP (such notice shall be deemed given when received by ESP) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to ESP Ultrasounds, LLC, P.O. Box 7439, The Woodlands, TX 77387 addressed to the attention of: Contracts Compliance Officer.

15. Modification to Terms

ESP reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

16. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of ESP but may be assigned without your consent by ESP to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a Competitor of ESP directly or indirectly owning or controlling 50% or more of you shall entitle ESP to terminate this Agreement for cause immediately upon written notice.

17. General

- a) This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction or the United Nations Convention on the International Sale of Goods, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service, with the exception of claims for injunctive relief, shall be subject to the exclusive jurisdiction of the state and federal courts located in Austin, Texas.
- b) Any cause of action you may have with respect to your use of the Service must be commenced within

- one (1) year after the claim or cause of action arises.
- c) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provisions, with all other provisions remaining in full force and effect.
 - d) It may be necessary for ESP to perform scheduled or unscheduled repairs, maintenance, or upgrades and such activities may temporarily degrade the quality of the Service or result in a partial or complete outage of the Service. ESP provides no assurance that you will receive advance notification of such activities or that the Service will be uninterrupted or error-free. Any degradation or interruption in the Service shall not give rise to a refund or credit of any fees paid by you.
 - e) No joint venture, partnership, employment, or agency relationship exists between you and ESP as a result of this agreement or use of the Service. The failure of ESP to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ESP in writing.
 - f) Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority.
 - g) If you have not entered into another agreement with ESP regarding the subject matter contained herein, then this Agreement comprises the entire agreement between you and ESP and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. However, if you and ESP have entered into another agreement regarding the subject matter set forth herein that is a written and signed agreement between you and ESP, then this Agreement should be read and interpreted in conjunction with such agreement and, in the event of a conflict between this Agreement and a written, signed agreement between the parties, the written, signed agreement shall govern and control.

18. Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@esp-inc.com.