

# WEBSITE TERMS AND CONDITIONS

## Software Purchase Agreement

### Intra Management Software & Technologies

(Owner of Barbecana® | Full Monte SRA® | Schedule Inspector®)

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## IMPORTANT – PLEASE READ BEFORE PURCHASING

By checking “**I Agree, Accept & Continue,**” or completing a purchase transaction on this website, you acknowledge that you have read, understood, and agree to be legally bound by this purchase agreement.

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## 1. DEFINITIONS

“**Company**” means Intra Management Software & Technologies.

“**Software**” refers to Barbecana®, Full Monte SRA®, Schedule Inspector®, including all updates, enhancements, and documentation.

“**Customer**” or “**End User**” means the individual or legal entity purchasing or using the Software.

“**License**” means a limited, non-exclusive, non-transferable, revocable right to use the Software.

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## 2. ACCEPTANCE OF TERMS

You must affirmatively accept this Agreement before completing any purchase.

- Acceptance is confirmed by selecting the required checkbox and making payment
  - Electronic acceptance constitutes a legally binding agreement
  - If you do not agree, you are not authorized to purchase, install, or use the Software
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## 3. LICENSE GRANT

Subject to this Agreement, the Company grants Customer a limited license to:

- Install and use the Software
- Use the Software only within the scope of purchased licenses

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## **4. LICENSE RESTRICTIONS**

Customer shall NOT:

- Reverse engineer, decompile, disassemble, or attempt to derive source code
- Modify, adapt, or create derivative works
- Rent, lease, sublicense, or transfer the Software
- Use the Software for timesharing, service bureau, or third-party benefit

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## **5. LICENSE CONTROL & AUDIT RIGHTS**

- The Company reserves the right to monitor license compliance
- Customer agrees to maintain accurate records of Software use
- Upon reasonable notice, the Company may audit Customer's usage
- Non-compliance may result in additional fees, suspension, or termination

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## **6. OWNERSHIP**

The Software is licensed, not sold.

All rights, title, and interest—including intellectual property rights, remain exclusively with the Company.

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## **7. ACTIVATION, LICENSE KEYS & ACCESS**

- Software may require activation via license keys, login credentials, or online verification
  - Customer may not bypass or disable licensing mechanisms
  - Unauthorized use may result in immediate termination
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## **8. UPDATES AND UPGRADES**

- Updates may be provided at the Company's discretion or under a support agreement
  - Updates may modify functionality, features, or compatibility
  - Continued use after updates constitutes acceptance
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## **9. FEES AND PAYMENT**

- Payment is required in full prior to access
  - All purchases are final and non-refundable unless otherwise agreed in writing
  - Failure to pay may result in suspension or termination
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## **10. DELIVERY**

Software is delivered electronically via download and requires a License Key, delivered separately, for full activation.

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## **11. SUPPORT (IF APPLICABLE)**

Update, Maintenance and Support services are included for 12 months from purchase. This can be renewed annually.

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## **12. WARRANTY DISCLAIMER**

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

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## 13. LIMITATION OF LIABILITY

The Company shall not be liable for:

- Indirect, incidental, special, or consequential damages
- Loss of data, profits, or business interruption

Maximum liability shall not exceed the amount paid for the Software.

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## 14. EXPORT CONTROL & INTERNATIONAL SALES RESTRICTIONS

Customer agrees to comply with all applicable U.S. export control laws and sanctions regulations.

You certify that:

- You are not located in, or purchasing from, an embargoed or restricted jurisdiction
- You are not on any U.S. government denied or restricted party list
- You will not export or re-export the Software in violation of U.S. law

**Prohibited jurisdictions include (subject to change):**

- Cuba
- Iran
- North Korea
- Syria
- Russia (including restricted sectors/regions)
- Belarus (restricted activities)
- Crimea, Donetsk, and Luhansk regions of Ukraine

The Company reserves the right to refuse or terminate any transaction in violation of these restrictions.

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## 15. TERMINATION

This Agreement is effective until terminated.

The Company may terminate this Agreement immediately if:

- Customer breaches any term
- Payment obligations are not met

Upon termination:

- All licenses are revoked
  - Customer must cease use and delete all copies of the Software
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## 16. CONFIDENTIALITY

Customer agrees not to disclose proprietary Software information, including design, structure, or licensing methods.

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## 17. U.S. GOVERNMENT END USERS

If the Software is acquired by or on behalf of the U.S. Government, it is provided as **“Commercial Computer Software”** and **“Commercial Computer Software Documentation”** subject to applicable federal acquisition regulations (FAR/DFARS), with only those rights granted to all other end users.

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## 18. COMPLIANCE WITH LAWS

Customer agrees to comply with all applicable local, state, federal, and international laws.

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## 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas.  
All disputes shall be resolved exclusively in courts located within Texas.

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## **20. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

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## **21. COMPANY CONTACT INFORMATION**

### **Intra Management Software & Technologies**

6136 Frisco Square Blvd., Suite 400

Frisco, TX 75034

Phone: 281-971-9825

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