



TERMS & CONDITIONS

www.SWRemote.com

1-800-566-6940

EFFECTIVE IMMEDIATELY UPON ACTIVATION, THE CUSTOMER EXPRESSLY AGREES THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made and entered into by and between SWRemote, LLC. ("SWR"), and , a corporation having offices at ("Licensee").

A. SWR is the owner of, or has acquired rights to, the Software and Documentation (as defined below).

B. SWR desires to grant to Licensee and Licensee desires to obtain from SWR a(n) (non)exclusive license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS.

1.1 "Designated Equipment" shall mean the hardware products identified on Exhibit "A" with which the Software is licensed for use.

1.2 "Documentation" shall mean the SWR.com web site, all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Licensee by SWR in connection with the Software.

1.3 "License Fee" shall mean activation fees and ongoing monthly fees associated with continued access to SWR software and services.

1.4 "Software" shall mean the computer programs in machine readable object code form listed in Exhibit "A" attached hereto and any subsequent error corrections or updates supplied to Licensee by SWR pursuant to this Agreement. Exhibit "A" may be amended from time to time by the parties in writing.

1.5 "Third-Party Software" shall mean computer programs not supplied or supported by SWR.

2. GRANT OF RIGHTS.

The License granted for Software under this Agreement authorizes Licensee on a nonexclusive basis to use the Software on the number of primary systems of Designated Equipment identified on Schedule A hereto for the license term set forth on Schedule A. The Software shall be used only on such primary systems if they are operating properly. If any primary system is down, the Software may be used on a backup system for that primary system.

3. DELIVERY.

3.1 Software. SWR shall provide access to Licensee a master copy of the Software licensed hereunder in object code form, suitable for reproduction, in electronic files only.

3.2 Documentation. SWR shall make available copies of Documentation. [Note: Where Documentation can also be delivered electronically, combine 3.1 and 3.2 into one provision.]

4. MODIFICATIONS.

4.1 Error Corrections and Updates. SWR will provide Licensee with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with SWR's release schedule for a period of one (1) year from the date of release.

4.2 Other Modifications. Licensee may, from time to time, request that SWR incorporate certain features, enhancements or modifications into the Software. SWR may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of SWR's licensees.

4.3 Title to Modifications. All such error corrections, bug fixes, patches, updates or other modifications shall be the sole property of SWR.

5. COPIES.

5.1 Printed Matter. Except as specifically set forth herein, no Software or Documentation which is provided by SWR pursuant to this Agreement in human readable form, such as written or printed documents, shall be copied in whole or in part by Licensee without SWR's prior written agreement. Additional copies of printed materials may be obtained from SWR at the charges then in effect.

5.2 Machine Readable Matter. Except as specifically set forth herein, any Software provided in machine readable form may not be copied by Licensee in whole or in part, except for Licensee's backup or archive purposes. Licensee agrees to maintain appropriate records of the number and location of all copies of the Software and make such records available upon SWR's request. Licensee further agrees to reproduce all copyright and other proprietary notices on all copies of the Software in the same form and manner that such copyright and other proprietary notices are originally included on the Software.

6. LICENSE FEES AND PAYMENT.

6.1 License Fee. In consideration of the license rights granted in Article 2 above, Licensee shall pay the License Fees or other consideration for the Software and Documentation as set forth on Exhibit "A" attached hereto. All amounts payable hereunder by Licensee shall be payable in United States funds without deductions for

taxes, assessments, fees, or charges of any kind. Checks shall be made payable to SWR and shall be forwarded to the Office at SWR as follows:

6.2 Taxes and Other Charges. Licensee shall be responsible for paying all (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Software or Documentation hereunder, (ii) freight, insurance and installation charges, and (iii) import or export duties or like charges.

7. PROTECTION OF SOFTWARE.

7.1 Proprietary Notices. Licensee agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software.

7.2 No Reverse Engineering. Licensee agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

7.3 Ownership. Licensee further acknowledges that all copies of the Software in any form provided by SWR or made by Licensee are the sole property of SWR and/or its suppliers. Licensee shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of SWR's proprietary rights therein.

8. CONFIDENTIALITY.

8.1 Acknowledgement. Licensee hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary products and trade secrets of SWR and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Licensee agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.

8.2 Maintenance of Confidential Information. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use of disclosure to others not parties to this Agreement of such confidential information as can be established to: (a) have been known publicly; (b) have been known generally in the industry before communication by the disclosing party to the recipient; (c) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (d) have been known otherwise by the recipient before communication by the disclosing party; or (e) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

8.3 Injunctive Relief. Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software and Documentation or copies thereof will (i) substantially diminish the value to SWR of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render SWR's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, SWR shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

8.4 Survival. Licensee's obligations under this Article 8 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

9. SOFTWARE WARRANTIES; SUPERIOR RIGHTS.

9.1 Ownership. Except for the rights, if any of the Government of the United States, as set forth hereinbelow, SWR represents its belief that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

9.2 Government Rights. Licensee understands that the Software may have been developed under a funding agreement with the Government of the United States of America and, if so, that the Government may have certain rights relative thereto. This Agreement is explicitly made subject to the Government's rights under any such agreement and any applicable law or regulation, if any. To the extent that there is a conflict between any such agreement, applicable law or regulation and this Agreement, the terms of such Government agreement, applicable law or regulation shall prevail. Distribution of the Software to any government agency by Licensee shall not be subject to the payments set forth above.

9.3 Limited Warranty. SWR represents and warrants to Licensee that the Software, when properly installed by Licensee and used with the Designated Equipment on an operating system not containing any additional third-party software, will perform substantially as described in SWR's then current Documentation for such Software for a period of ninety (90) days from the date of shipment.

9.4 Limitations. Notwithstanding the warranty provisions set forth in Section 9.3 above, all of SWR's obligations with respect to such warranties shall be contingent on Licensee's use of the Software in accordance with this Agreement and in accordance with SWR's instructions as provided by SWR in the Documentation, as such instructions may be amended, supplemented, or modified by SWR from time to time. SWR shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

9.5 Licensee's Sole Remedy. SWR's entire liability and Licensee's exclusive remedy shall be, at SWR's option, either (a) return of the price paid or (b) repair or replacement of the Software upon its return to SWR; provided SWR receives written notice from Licensee during the warranty period of a breach of warranty. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

9.6 Disclaimer of Warranties. SWR DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 9.3 ABOVE ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY SWR. THERE ARE NO OTHER WARRANTIES RESPECTING THE SOFTWARE AND DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR

PURPOSE, EVEN IF SWR HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF SWR IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF SWR AS SET FORTH HEREIN.

9.7 Limitation of Liability. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH SWR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY SWR OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SOFTWARE AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT SWR SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF THE SOFTWARE OR DOCUMENTATION. Any provision herein to the contrary notwithstanding, the maximum liability of SWR to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Software delivered to Licensee hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to SWR by Licensee for the Software whose license, use, or other employment gives rise to the liability. The essential purpose of this provision is to limit the potential liability of SWR arising out of this Agreement. The parties acknowledge that the limitations set forth in this Article 9 are integral to the amount of consideration levied in connection with the license of the Software and Documentation and any services rendered hereunder and that, were SWR to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

10. INDEMNIFICATION

10.1 SWR shall indemnify, hold harmless and defend Licensee against any action brought against Licensee to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright and SWR shall pay all costs, settlements and damages finally awarded; provided, that Licensee promptly notifies Institution in writing of any claim, gives SWR sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in SWR's opinion is likely to become the subject of such a claim, SWR shall, at its option, either: (i) procure for Licensee the right to continue using the Software (ii) modify or replace the Software to make it noninfringing, or (iii) refund the fee paid, less reasonable depreciation, upon return of the Software. SWR shall have no liability regarding any claim arising out of: (w) use of other than a current, unaltered release of the Software unless the infringing portion is also in the then current, unaltered release, (x) use of the Software in combination with non-SWR software, data or equipment if the infringement was caused by such use or combination, (y) any modification or derivation of the Software not specifically authorized in writing by SWR or (z) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF SWR AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE SOFTWARE.

10.2 Except for the foregoing infringement claims, Licensee shall indemnify and hold harmless System, SWR, their Regents, officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of Licensee's modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee, its sublicensees, if any, its subsidiaries or their officers, employees, agents or representatives.

11. DEFAULT AND TERMINATION.

11.1 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 9 (Confidentiality) or makes an assignment in violation of Section 13 (Nonassignability); (3) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (5) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

11.2 Effective Date of Termination. Termination due to a material breach of Articles 2 (Grant of Rights), 5 (Copies), 7 (Protection of Software), or 8 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

11.3 Obligations on Termination. Within ten (10) days after termination of this Agreement, Licensee shall cease and desist all use of the Software and Documentation and shall return to SWR all full or partial copies of the Software and Documentation in Licensee's possession or under its control.

12. NOTICES. All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other.

13. NONASSIGNABILITY. Licensee shall not assign this Agreement or its rights hereunder without the prior written consent of SWR.

14. GOVERNING LAW; JURISDICTION AND VENUE. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York. The New York state courts of County, New York (or, if there is exclusive federal jurisdiction, the United States District Court for the District of New York) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Licensee hereby consents to the jurisdiction of such courts.

15. GOVERNMENT CONTRACTS. If the Software or Documentation to be furnished hereunder are to be used in the performance of a government contract or subcontract, the software shall be provided on a "restricted rights" basis only and Licensee shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations. SWR shall not be subject to any flowdown provisions required by the governmental customer unless agreed to by SWR in writing.

16. SEVERABILITY. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. MISCELLANEOUS. This Agreement and its exhibits contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

PAYMENT FOR SERVICES:

The customer expressly agrees to make auto-payment in full to SWR immediately upon receipt of SWR's invoice as presented through our affiliate billing service (InvoicesAnywhere). The customer expressly agrees that the customer will have no right of set-off against such invoiced amounts, and will not make any deductions therefrom, except as expressly authorized by a written memorandum issued by SWR to the applicant.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THE PRODUCTS. IN NO EVENT, AND UNDER NO CIRCUMSTANCES, SHALL SWR BE LIABLE FOR CONSEQUENTIAL DAMAGES SUSTAINED IN CONNECTION WITH SAID PRODUCTS AND/OR SERVICES OR FOR ANY DELAY IN THE DELIVERY THEREOF.

IN THE EVENT THE APPLICANT'S ACCOUNT BECOMES DELINQUENT.

The customer agrees to maintain their current and error-free payment information from the provided administrative account through InvoicesAnywhere;

Subsequent to 5 days of payment delinquency, the customer understands and agrees that their service access relating to the SWR Remote Server will be terminated until the amount of delinquency is paid in full along with a \$25 account delinquency administration fee;

The customer agrees that SWR may withhold technical services support until the amount of delinquency has been paid in full; and

Should SWR find it necessary to employ collection agents or attorneys to recover monies due to SWR from the applicant, the customer agrees to pay the actual costs and expenses of collections and/or litigation, including actual attorney's fees incurred by SWR.

The customer agrees that any legal proceedings by SWR to enforce any of the forgoing terms or any terms on SWR's correspondence may be instituted in the courts of the City of Buffalo (Erie County), New York, notwithstanding the inconvenience of the forum to SWR or the customer. The customer hereby expressly waives any and all objections to and expressly consents to such forum. Further, unless expressly consented to by SWR in writing, no legal proceedings against SWR may be initiated by us or the customer except in the courts of the City of Buffalo.

LIMITED EQUIPMENT WARRANTY

TY

SWRemote, LLC (SWR) will at its sole option, either repair or replace (with a new or factory reconditioned third-party equipment, as SWR may determine) any third-party equipment provided by SWR which proves to be defective in materials or workmanship or fails to meet the specifications which are in effect on the date of shipment or such other specifications as may have been expressly agreed upon in writing (i) for a period of one (1) year from the date of original purchase. Notwithstanding the foregoing, in some cases, the warranty on certain proprietary sub-assembly modules manufactured by third-party vendors and contained in SWR third-party equipment and on certain private-label third-party equipment manufactured by third-parties for resale by SWR are of shorter duration or otherwise more limited than the standard SWR limited warranty. In such cases, SWR's warranty with respect to such third-party proprietary sub-assembly modules and private-label third-party equipment will be limited to the duration and other terms of such third-party vendor's warranty. In addition, certain third-party equipment, that are not manufactured but are resold by SWR, carry the original OEM warranty for that third-party equipment. The limited warranty set forth in this paragraph does not apply to any third-party equipment sold by SWR, which at the time of sale constituted a Closeout third-party equipment. SWR will at its sole option, either repair or replace (with a new or factory reconditioned third-party equipment, as SWR may determine) any third-party equipment sold by SWR which at the time of sale constituted a closeout item ("Closeout third-party equipment"), which proves to be defective in materials or workmanship or fails to meet the specifications which are in effect on the date of shipment or such other specifications as may have been expressly agreed upon in writing, for a period of ninety (90) days from the date of original purchase. Notwithstanding the foregoing, in some cases, the warranty on third party software and on certain proprietary sub-assembly modules manufactured by third-party vendors and contained in SWR third-party equipment and on certain private-label third-party equipment manufactured by third-parties for resale by SWR are of shorter duration or otherwise more limited than the SWR limited warranty for Closeout third-party equipment. In such cases, SWR's warranty for Closeout third-party equipment constituting such third party software, third-party proprietary sub-assembly modules and private-label third-party equipment will be limited to the duration and other terms of such third-party vendor's warranty. In addition, notwithstanding the foregoing, (i) certain Closeout third-party equipment that are not manufactured (but are resold) by SWR, carry the original OEM warranty for such third-party equipment, which may be longer or shorter than the SWR limited warranty for Closeout third-party equipment. All sales of Closeout third-party equipment are final. To obtain service under this warranty, the client must follow the established RMA process. The defective third-party equipment, together with a copy of the sales receipt or other satisfactory proof of purchase and a brief description of the defect, copy of the completed RMA form, must be shipped freight prepaid to: SWRemote third-party equipment Returns, 403 Main Street - Suite 400, Buffalo, NY 14203.

This warranty does not cover damage resulting from (i) use or installation other than in strict accordance with manufacturer's written instructions, (ii) disassembly or repair by someone other than the manufacturer or a manufacturer-authorized repair center, (iii) misuse, misapplication or abuse, (iv) alteration, (v) lack of reasonable care or (vi) wind, ice, snow, rain, lightning, or any other weather conditions or acts of God.

OTHER THAN THE WARRANTIES SET FORTH ABOVE, SWR MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR AS TO ANY OTHER MATTER, AND SUCH WARRANTIES SUPERSEDE ANY ORAL OR WRITTEN WARRANTIES OR REPRESENTATIONS MADE OR IMPLIED BY SWR OR BY ANY OF SWR'S EMPLOYEES OR REPRESENTATIVES, OR IN ANY OF SWR'S BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS. IN ALL CASES, BUYER'S SOLE AND EXCLUSIVE REMEDY AND SWR'S SOLE OBLIGATION FOR ANY BREACH OF THE WARRANTIES CONTAINED HEREIN SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE THIRD-PARTY EQUIPMENT F.O.B. SHIPPING POINT, AS SWR IN ITS SOLE DISCRETION SHALL DETERMINE. SWR SHALL IN NO EVENT AND UNDER NO CIRCUMSTANCES BE LIABLE OR RESPONSIBLE FOR

ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, DIRECT OR SPECIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE OR ANY OTHER LEGAL THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE SALE, USE, INSTALLATION OR FAILURE OF ANY THIRD-PARTY EQUIPMENT ACQUIRED BY BUYER FROM SWR.

All claims for shortages, defects and non-conforming goods must be made by Buyer in writing within five (5) days of receipt of merchandise, which writing shall state with particularity all material facts, concerning the claim then known to Buyer. Upon any such complaint, Buyer shall hold the goods complained of intact and duly protected, for a period of up to sixty (30) days. Upon the request of SWR, Buyer shall ship such allegedly nonconforming or defective goods, according to the SWR RMA process, freight prepaid to SWR for examination by SWR's inspection department and verification of the defect. SWR, at its option, will either repair, replace or issue a credit for third-party equipment determined to be defective. SWR's liability and responsibility for defective third-party equipment is specifically limited to the defective item or to credit towards the original billing. All such replacements by SWR shall be made free of charge f.o.b. the delivery point called for in the original order. third-party equipment for which replacement has been made under the provisions of this clause shall become the property of SWR. third-party equipment should not be returned to SWR without SWR's prior written authorization according to SWR's established RMA policy. SWR reserves the right to scrap any unauthorized returns on a no-credit basis. Any actions for breach of this contract must be commenced by Buyer within thirteen (13) months after the cause of action has accrued. A copy of SWR's standard terms and conditions of sale, including the limited warranty, is available from SWR upon request. Copies of the limited warranties covering third-party proprietary sub-assembly modules and private-label third-party equipment manufactured by

EQUIPMENT RETURNS:

All equipment returns must be authorized in advance by SWR. Unauthorized returns will not be accepted.

Customers may return equipment for repair under the manufacturer's warranty. Customer will safely and securely package the item(s) and ship it to the address provided by SWR. The manufacturer's warranty will most likely not cover transit damage and SWR assumes no liability for such damage either. SWR suggests that the customer insure the shipment.

If customer is returning equipment for a reason other than repair, customer must do so within twenty (20) calendar days of original purchase, and must meet the following requirements. Equipment must be packaged in its original packaging including anti-static bag, manual, ribbon, paper roll, and all original parts of the equipment including casing, internal mechanisms and power cords as well as any cable provided at the time of sale. In addition, the customer must place equipment in a shipping container different from the equipment's original packaging (box) for shipment. Customer will be responsible for return shipping charges. After twenty (20) calendar days, returns will not be accepted unless written permission is provided by SWR.

All non-service returns are subject to a 20% restocking fee per unit plus replacement cost of any part of the equipment missing upon return to SWR. The fee, and any additional costs, will be added to the customer's invoice prior to a refund being issued.

Equipment refunds will be credited to customer's credit card.

No refunds will be issued for unused monthly service and payment processor fees.

SWR's terms, policies and agreements are subject to change without notice.