



EQUIPMENT MAINTENANCE (UNITED STATES) FOR ALOHA CLOUD AND SILVER ESSENTIALS EQUIPMENT

NCR VOYIX

864 SPRING STREET NW ATLANTA GA 30308 USA

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REQUIREMENTS

Equipment must be: (i) purchased new from NCR Voyix, Supplier (defined below), or from an NCR Voyix authorized reseller; (ii) purchased for use in the United States, including Alaska and Hawaii, and (iii) for use with the NCR Voyix Silver or Aloha Cloud Product suite.

NCR Voyix may act as a sales agent on behalf of one or more of its third-party suppliers as designated in the applicable sales order (each a “**Supplier**”) for the sale of **Equipment** (meaning hardware, including peripherals and equipment components provided by NCR Voyix to you pursuant to an order). All purchased Equipment will be supplied and fulfilled by NCR Voyix or Supplier (or its suppliers), as applicable. Where NCR Voyix is acting as a sales agent on behalf of a Supplier, (i) the purchased Equipment will be shipped directly to you by such Supplier or its suppliers, (ii) title and risk of loss to purchased Equipment will pass to you from Supplier upon delivery, and (iii) purchased Equipment is delivered when it is placed with a carrier for shipment to you, freight prepaid. Warranties for purchased Equipment are as set forth in your Master Agreement for Restaurants, Master Hospitality Subscription Program Agreement, Merchant Agreement for Aloha Cloud/Silver Essentials, or similarly named master agreement covering the sale of Equipment to you (“**Agreement**”). When NCR Voyix is acting as a sales agent on behalf of its Supplier as designated in the applicable order, Supplier is responsible for all warranty, maintenance and support obligations for the purchased Equipment and can be contacted at the email address set forth in the applicable order, unless you have purchased maintenance and support services from NCR Voyix for the Equipment, in such case, you will contact NCR Voyix for all warranty, maintenance and support obligations of the Equipment as set forth in the Agreement.

EXCLUSIONS

Equipment Maintenance Services for purchased Equipment are available for an additional monthly charge, per Equipment unit or bundle. Catch-up payment may apply if you allow Equipment maintenance coverage to lapse and subsequently wish to re-subscribe. Additional restrictions may apply.

Hardware as a Service (“HaaS” - meaning Equipment provided on a subscription basis): Maintenance is included, and coverage will continue, provided your HaaS monthly subscription fees are current. Title to Equipment provided on a subscription basis at all times remains with NCR Voyix and if NCR Voyix requires a label or other indicator of NCR Voyix’s interest to be placed on the Equipment, you will so apply the label or not remove any such label already affixed to the Equipment.

The following conditions apply for both purchased Equipment and HaaS:

- Maintenance covers the replacement of Equipment due to manufacturing defects.
- Maintenance does not cover replacement due to water damage, theft, loss, fire, improper use/abuse, or

wear and tear.

- When replacing Equipment for other than manufacturing defects, you will be charged NCR Voyix's then-current list price (MSRP) for the replacement unit.
- Maintenance is provided on an advanced exchange basis, next business day.
- NCR Voyix may replace defective Equipment or components with refurbished Equipment or components.
- Maintenance is only transferable in the case of a change of ownership if the new owner accepts Maintenance services and continues to pay applicable Maintenance fees.
- NCR Voyix's then-current MSRP will apply, and you will be charged for any:
 - Defective hardware items not returned to NCR Voyix within 30 days of replacement.
 - The return of the wrong Equipment item (example: wrong serial number or product).
 - Equipment returned for reasons other than malfunction or defect including, without limitation, reasons relating solely to physical appearance, aesthetic quality or other cosmetic factors.
- Printer consumables, broken cables and connectors do not qualify for Maintenance coverage.
- Any suspension, cancellation or non-renewal of Equipment Maintenance will automatically void Equipment Maintenance coverage.
- Failure to pay Equipment Maintenance fees as set forth in the order or Agreement, or any other breach or default of the Agreement will automatically terminate Equipment Maintenance coverage.
- Equipment replacements are for "part only". Technician services are not included.
- Equipment Maintenance is only available for hardware that is actively supported by NCR Voyix. Hardware that has reached end of support status or has been discontinued is excluded from coverage.