

# Dealer Data Agreement

Version 2026-07-31-cyber-v2

This Dealer Data Agreement is between XO Automotive LLC ("Company") and the dealership identified in the enrollment form ("Dealer"). It applies to Dealer Data used with the Image RO services.

## 1. Authorized data access

Dealer authorizes Company to receive, access, process, and store Dealer Data that Dealer makes available through its approved website, inventory, image, DMS, repair-order, and other connected providers solely to configure, operate, support, secure, and improve the Services for Dealer.

## 2. Dealer authority and data quality

Dealer represents that it has the rights, permissions, and provider approvals needed to make Dealer Data available to Company. Dealer is responsible for the accuracy, legality, and completeness of the data it provides and for maintaining its provider accounts and access permissions.

## 3. Permitted use and ownership

Dealer retains its rights in Dealer Data. Company may use Dealer Data only to provide and support the Services, perform aggregated and de-identified analysis, comply with law, and protect the security and integrity of the Services. Company will not sell Dealer Data or use it to market unrelated products to Dealer customers.

## 4. Data minimization and retention

The parties will use reasonable efforts to limit data access to what is necessary for the Services. Company may retain Dealer Data for the active subscription term and for a reasonable period afterward for backup, reconciliation, security, legal, and dispute-resolution purposes, then delete or de-identify it in the ordinary course of business unless retention is required by law.

## 5. Provider and third-party connections

Dealer understands that third-party provider terms may apply to data connections. Company may rely on Dealer-designated providers and is not responsible for a provider's availability, data quality, changes, or independent acts and omissions.