

Dealer Subscription and Services Agreement

Version 2026-07-27

This Dealer Subscription and Services Agreement ("Agreement") is entered into as of the date electronically accepted below ("Effective Date") by and between XO Automotive LLC, a North Carolina limited liability company with an address at 314 Walnut Street, Suite 300, Wilmington, North Carolina 28412 ("Company"), and the dealership or other business identified in the enrollment form ("Dealer"). Dealer represents that it is entering into this Agreement solely for business and commercial purposes and not for personal, family, or household purposes.

1. Services and fees

Company will provide Dealer with the Image RO software, embedded tools, support, and related services described in the enrollment form (collectively, the "Services"). Dealer agrees to pay the setup fees, subscription fees, and other charges shown in the enrollment form using the payment method authorized during enrollment.

2. Month-to-month subscription and cancellation

Unless Dealer selects annual billing, the subscription is month to month beginning on the Effective Date. Dealer may cancel at any time before the next monthly renewal through a Company-designated written support channel. Cancellation ends future recurring charges and does not create an early-termination fee. Charges already incurred through the end of the current paid billing period remain due.

3. Optional annual billing

Dealer may choose to pay annually in advance and receive a twenty percent (20%) discount compared with twelve monthly payments at the then-current monthly rate. The annual option is not required to use the Services. Dealer may cancel annual renewal at any time before the next annual renewal. Annual fees are paid for the selected annual billing period and are nonrefundable except as required by law or agreed in writing by Company.

4. Renewal and notice

The subscription automatically renews at the billing cadence selected by Dealer unless Dealer cancels before the next renewal. Company may adjust future pricing by giving Dealer at least thirty (30) days' written notice before the next renewal.

5. Notices

Dealer must deliver cancellation or nonrenewal notice through a Company-designated written support channel or by certified mail or nationally recognized overnight delivery to XO Automotive LLC, 314 Walnut Street, Suite 300, Wilmington, NC 28412. Notice is effective when received. Removing the Services, stopping payment, or giving oral notice to a salesperson does not constitute cancellation or nonrenewal.

6. Payment and collection costs

Dealer will pay all amounts when due. Past-due amounts may accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. If Company refers a past-due balance to an attorney or collection proceeding, Dealer agrees, to the fullest extent permitted by law and following any notice required by law, to pay Company's reasonable collection costs, including reasonable attorneys' fees and court costs, in addition to the outstanding balance.

7. North Carolina law and forum

This Agreement and all disputes arising from it are governed by North Carolina law, without regard to conflict-of-law principles. The parties consent to personal jurisdiction in North Carolina and agree that any lawsuit arising from this Agreement must be brought exclusively in a state or federal court located in New Hanover County, North Carolina. Each party waives any objection based on venue or inconvenient forum.

8. Electronic records and authority

The parties consent to conducting this transaction electronically. Electronic signatures, acceptance records, and delivered copies have the same force and effect as handwritten signatures and paper records. The signer represents that the signer has authority to bind Dealer.

9. Entire agreement; severability

This Agreement and the enrollment form are the entire agreement concerning the Services and replace prior discussions or representations on that subject. A change must be in a writing accepted by both parties. If any provision is found unenforceable, it will be limited to the minimum extent necessary and the remaining provisions will continue in effect. A party's delay in enforcing a provision is not a waiver.