

Business End-User Licence and Software Services Agreement

Key terms at a glance

A summary of terms we ask you to read carefully. It does not replace the agreement below, which governs.

Not legal advice. The Services provide templates, tools and information. They don't certify that you comply with the law, and you are responsible for the information you give us and for reviewing documents and results before you rely on them (sections 4 to 7).

Liability capped at fees paid. Our total liability for an order is limited to the fees actually paid for it: the one-time price, or the subscription fees for the 12 months before the claim (nothing during free use or a free trial). We are not liable for indirect losses, lost profits, or fines and penalties imposed on you. Fraud, wilful misconduct and rights the law protects are not limited (sections 17 to 19).

One year to bring a claim. Any claim against us must be started within one year of when you knew, or should have known, about it (section 25.8).

You indemnify us. You will defend and compensate Royson York and the people who provide the Services against claims by others caused by your data, unlawful use, a material breach of the agreement, or false information you gave us (section 21).

Royson York · NorthVantage & PeopleVantage

Version: 20 October 2026

Publication effective date: 20 October 2026

Provider: Sugar Beach Media Corp., carrying on business as Royson York and/or Royson York Advisory.

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Important notice

This Agreement governs business access to NorthVantage, PeopleVantage and their associated software services. These are tools for preparing information, assessments and documents. They do not certify that an organisation, decision, policy or document complies with every applicable legal requirement.

You remain responsible for your information, decisions, implementation and legal obligations. Sections 16–21 contain material exclusions, limitations of liability, protections for persons involved in providing the Services, and customer indemnification obligations. Subject to mandatory law and the express exceptions below, the Provider's financial exposure is limited to specified fees actually paid. Section 25.8 sets a one-year time limit for bringing claims.

1. Parties, purpose and acceptance

1.1 This Agreement is between the Provider identified above, referred to as "Royson York," "we," "us" or "our," and the organisation identified in the applicable Order, referred to as "Customer," "you" or "your."

1.2 You accept this Agreement by affirmatively accepting it through our checkout or registration process, signing an Order that incorporates it, or another legally effective acceptance process that presents this Agreement before acceptance. Merely browsing a public website does not, by itself, constitute acceptance.

1.3 A person accepting for an organisation represents that they have authority to bind that organisation. An authorised employee accepting for an organisation does not personally guarantee its payment obligations. If you purchase as a sole proprietor, you are the Customer personally.

1.4 The Services are offered for business, professional and organisational use. By accepting this Agreement, the Customer confirms that it is acquiring the Services for those purposes and not for personal, family or household

purposes. Describing a transaction as business use does not remove any mandatory consumer protection that applies to its actual circumstances.

1.5 This Agreement governs software and associated standard support. Separately contracted consulting or professional engagements are governed by their own agreements unless expressly incorporated here.

2. Definitions and contract documents

2.1 “Services” means the NorthVantage and PeopleVantage software, hosted applications, document-generation functions, assessments, calculators, templates, electronic-signature functions, storage, updates and support purchased or otherwise made available under an Order.

2.2 “Order” means an accepted order form, checkout confirmation or other purchase record identifying the Customer, selected Services, applicable product description, price, currency, billing period, entitlements and any expressly agreed special terms.

2.3 “Customer Data” means information, answers, documents, employee information, signatures and other material submitted to or stored in the Services by or for you.

2.4 “Outputs” means documents, assessments, scores, calculations, plans, summaries and other results generated through the Services.

2.5 “Authorised Users” means your personnel and permitted contractors whom you authorise to use the Services for your organisation. Access for separate affiliated organisations must be included in your Order.

2.6 “Protected Parties” means the Provider; its affiliates; and their respective owners, directors, officers, employees, consultants, agents, contractors, licensors and service providers, including hosting and processing providers, but only in connection with their involvement in supplying the Services. An affiliate is an entity controlling, controlled by or under common control with the Provider.

2.7 If documents conflict, an expressly negotiated written agreement signed by both parties takes priority, followed by an applicable data-processing addendum for its subject matter, the Order for its commercial particulars, and this Agreement. An amendment to the liability provisions must expressly identify the provision being changed.

2.8 Mandatory law takes priority over every contract document. This Agreement does not release accrued claims or retroactively change completed transactions.

3. Access and software licence

3.1 During the applicable service period, and subject to payment and this Agreement, we grant you a limited, non-exclusive, non-transferable right to access and use the Services for your organisation's legitimate internal purposes.

3.2 You may permit Authorised Users to access the Services within your purchased entitlements. You are responsible for administering their access and for their use on your behalf.

3.3 A subscription does not transfer ownership of our software, source code, frameworks, template library, brands or underlying technology.

3.4 Any installation or downloadable software supplied with the Services is licensed, not sold, for use with the purchased Services. Mandatory rights concerning interoperability, accessibility or other legally protected activities remain unaffected.

3.5 Usage limits must be disclosed before purchase. An advertised unlimited entitlement is not converted into an undisclosed numerical allowance by this Agreement. We may apply proportionate technical measures to prevent security threats, abusive automation or interference with other customers.

3.6 You must keep credentials secure, promptly remove access for departed personnel and notify us of suspected unauthorised access. Your responsibility does not excuse a breach of our own security obligations.

4. Accuracy of your information and customer responsibilities

4.1 You must provide information that is accurate, complete, current and not misleading, and identify material uncertainties rather than supplying an answer you know to be unreliable.

4.2 Relevant information may include operating locations, employee locations and numbers, industry, regulatory status, union coverage, organisational practices, dates, monitoring activities, financial assumptions and intended uses.

4.3 You must update information when circumstances change and review whether previously generated Outputs remain appropriate. A change in headcount, location, business activity or employment practice may change the requirements that apply.

4.4 You are responsible for having the authority, rights and lawful basis necessary to submit Customer Data and instruct us to process it. Do not submit unnecessary sensitive information or confidential information that you are not entitled to disclose.

4.5 You must review Outputs for missing information, incorrect assumptions, unsuitable provisions and inconsistencies with your actual operations before adopting, distributing, signing or relying on them.

4.6 You remain responsible for the decisions you make and for implementing the procedures, safeguards, training, consultation, monitoring and recordkeeping your organisation requires.

5. No legal advice or compliance certification

5.1 Royson York supplies software, templates and general information under this Agreement. It does not act as your law firm or legal representative. Using the Services does not establish a lawyer-client relationship or make communications legally privileged.

5.2 Outputs are working materials for review. They are not a legal opinion, regulatory approval, audit conclusion, professional certification or assurance that a particular course of action is lawful.

5.3 A document's suitability depends on facts, applicable law, contracts, collective agreements, industry rules and implementation. The Services may not identify every requirement or exception.

5.4 Before adopting legal policies, employment documents or other legally consequential Outputs, you are responsible for obtaining appropriate review by a qualified professional familiar with your circumstances and jurisdiction.

5.5 Support responses explain the Services and their general content. They do not create a professional engagement or a personalised legal opinion.

5.6 No assessment score, completed checklist, electronic signature, "last checked" date or status label establishes that your organisation is compliant or that a regulator, court, employee or other person will accept an Output.

6. NorthVantage-specific provisions

6.1 NorthVantage supports organisational planning and assessment, including technology, AI, change management and vendor decisions.

6.2 Scores, rankings, projections and recommendations depend on the information, assumptions and methodology used. A projection is an estimate, not a promise of revenue, savings, return on investment, funding, implementation success or other result.

6.3 You must independently verify material financial assumptions, vendor statements, technical requirements, security requirements and implementation costs.

6.4 AI-assisted features may produce inaccurate, incomplete, inconsistent, outdated or biased results. Similar Outputs may be produced for different customers. An Output is not necessarily unique or eligible for intellectual-property protection.

6.5 You must apply meaningful human review before consequential decisions. Do not use the Services as the sole basis for decisions affecting employment, legal rights, access to essential services or safety.

6.6 A policy builder or contract checklist does not perform a comprehensive legal review. A roadmap or assessment does not constitute an undertaking by Royson York to manage your project or deliver its projected results.

7. PeopleVantage-specific provisions and changing law

7.1 PeopleVantage provides workplace-related templates, information and document workflows for the subjects and jurisdictions expressly identified as supported in your Order or the applicable product description.

7.2 Availability of a provincial or state template does not establish coverage of federal regulation, every local rule, sector-specific obligations, collective agreements, case law or special circumstances. Planned or preview coverage is not included as a completed paid deliverable unless expressly stated.

7.3 We use commercially reasonable care and efforts to develop and maintain our content with reference to relevant official materials within its stated scope. We will perform any expressly purchased monitoring or update service.

7.4 Laws, regulations, official guidance and legal interpretations can change. Changes may occur between reviews, take effect before an update is published, or require information that the Services do not collect. We do not promise instantaneous updates or exhaustive identification of every legal development.

7.5 Where a particular review frequency or update entitlement is expressly included in your purchase, that commitment remains binding. This section does not excuse failure to perform a promised update service.

7.6 A one-time purchase includes the documents, revision window and other entitlements disclosed at purchase. Ongoing substantive updates are included only where expressly offered. An update notification is not, by itself, an entitlement to revised documents without any applicable additional purchase.

7.7 An update does not automatically adopt a policy for your organisation, implement a procedure or obtain new employee acknowledgments. You must evaluate changes, approve the appropriate version and arrange implementation.

7.8 Creating or signing a policy does not itself satisfy requirements for risk assessments, workplace investigations, training, consultation, committees, postings, accommodations or operational controls.

7.9 You remain responsible for compliance as an employer or organisation. We do not undertake to defend an employment claim, conduct an investigation or represent you before an authority through this Agreement.

8. Electronic signatures and document workflows

8.1 You are responsible for determining whether electronic signing is appropriate for a particular document, transaction, recipient and jurisdiction, including any requirements for consent, witnesses, notarisation or a prescribed signing method.

8.2 You must identify the correct recipients, confirm their authority where necessary and ensure the document presented is the version you intend them to sign.

8.3 Signers must receive the applicable signing disclosures and consent to electronic signing where required. Acceptance of a document by an employee does not automatically bind that employee to the Customer's commercial obligations under this Agreement.

8.4 An audit trail records events captured by the system. It does not independently establish every fact about a signer's identity, authority, understanding or absence of coercion.

8.5 We do not guarantee that every document or signature will be enforceable or admitted as evidence. This does not reduce any expressly promised technical functionality.

8.6 Changes to a signed document may require a new signing process. A later template update does not alter the content previously signed.

8.7 You must retain appropriate copies, supply copies where required and determine applicable retention periods.

9. Fees, trials, renewal, cancellation and refunds

9.1 You must pay the fees, currency and applicable taxes disclosed in your Order. We will not impose undisclosed mandatory charges.

9.2 Subscriptions renew for the billing interval disclosed at purchase unless cancelled before the next renewal. We must disclose any trial conversion, renewal price and charging arrangements before obtaining your agreement.

9.3 Where a 14-day NorthVantage trial is offered, the paid subscription begins after the trial only on the terms accepted at checkout. Cancellation before the disclosed paid start time prevents that subscription charge.

9.4 You may cancel recurring billing through the billing facility or, if it is unavailable, by contacting hello@roysonyork.com. No additional contractual notice period applies to a monthly cancellation. Unless your Order provides otherwise, paid access continues until the end of the paid period.

9.5 Cancelling a subscription does not, by itself, request deletion of your account or signed records. Section 23 governs record access and account closure.

9.6 For a PeopleVantage Policy Kit, you may request a full refund within 14 days after purchase if dissatisfied, provided you have not sent documents for signature. Any more favourable refund promise made with your purchase remains applicable.

9.7 Otherwise, fees are non-refundable except as expressly stated in this Agreement, your Order or mandatory law. You retain all rights concerning unauthorised or incorrect charges.

9.8 We will give at least 30 days' notice of a subscription price increase. It applies only to a renewal beginning after that notice period, with any further consent required by law. You may cancel before it takes effect.

9.9 You must keep billing information current. We may suspend unpaid Services after notice and a reasonable opportunity to resolve the payment issue under Section 22.

10. Intellectual property, documents and Outputs

10.1 You retain your rights in Customer Data and your organisation's original content. As between you and us, your company-specific documents and signed records belong to you, subject to underlying third-party rights and our pre-existing materials.

10.2 We retain rights in the Services, software, methodologies, standard templates, general frameworks, documentation and improvements.

10.3 For Outputs lawfully obtained through your purchased entitlements, we grant you a perpetual, non-exclusive licence to use, reproduce, edit and distribute our embedded materials as reasonably necessary for your organisation's legitimate activities.

10.4 Permitted distribution includes sharing appropriate Outputs with employees, professional advisers, boards, regulators, business partners and relevant counterparties. They do not thereby receive an independent right to access the software.

10.5 You may retain and use those Outputs after a subscription ends. That right does not include continuing access to paid generation functions or future updates.

10.6 You may not resell our template library, offer the Services as your own product, sublicense software access, or commercially distribute our underlying frameworks without written permission.

10.7 No intellectual-property warranty is implied for material supplied by you, third parties or automated generation beyond any express warranty in your Order and rights that cannot lawfully be excluded.

10.8 Voluntary product feedback may be used to improve the Services without payment, but this does not authorise disclosure of your confidential information or unrelated use of Customer Data.

11. Acceptable use

11.1 You must not use the Services to:

- (a) violate applicable law or another person's intellectual-property, privacy or other rights;
- (b) create fraudulent signatures, falsify audit records, impersonate others or misrepresent authority;
- (c) upload malicious code, compromise security or interfere with the Services;
- (d) obtain unauthorised access or circumvent disclosed access controls;
- (e) extract or reproduce our software or template library for unauthorised resale; or
- (f) reverse engineer the software except to the extent a restriction is prohibited by applicable law.

11.2 You must not present an Output as an independent legal opinion, government approval or certification issued by Royson York.

11.3 The Services are not designed as emergency systems or as the sole control for activities where failure could cause death, serious injury or substantial physical damage.

11.4 We may investigate credible misuse and take proportionate protective action. This does not establish an obligation to monitor every customer document or activity.

12. Customer Data, privacy and processing

12.1 You authorise us to process Customer Data as reasonably necessary to provide, secure, support and administer the Services, fulfil your lawful instructions and meet applicable legal obligations.

12.2 Each party is responsible for the privacy obligations applicable to its own activities. Your responsibilities for employee information do not remove our responsibilities as a service provider or otherwise under applicable law.

12.3 We will not sell personal information. This Agreement does not authorise using Customer Data to train general-purpose AI models. Any materially different use requires a separate lawful basis and any necessary express authorisation.

12.4 You must give required notices and obtain required permissions for collecting and using employee information, sending signature requests and maintaining signature records.

12.5 Our disclosed hosting includes facilities in the United States. Customer Data may therefore be processed outside Canada and be subject to lawful access in the relevant jurisdiction. Do not assume Canadian-only residency unless expressly agreed in writing.

12.6 We may use appropriately contracted service providers for hosting, payments, communications and other service functions. Outsourcing does not eliminate our applicable legal responsibilities.

12.7 The applicable privacy notice and any agreed data-processing addendum describe additional processing details. Changes must not retroactively authorise a materially different use of previously collected personal information.

12.8 Where your intended processing requires special terms, a privacy assessment, additional safeguards or a particular residency arrangement, those requirements must be addressed before that processing begins.

13. Confidentiality and security

13.1 Each party must protect the other's non-public business, technical and personal information using reasonable care, use it only for the contractual relationship or another lawful authorised purpose, and disclose it only to persons who need access and are subject to appropriate obligations.

13.2 These duties do not apply to information independently developed, lawfully received without restriction, already lawfully known, or publicly available without a breach.

13.3 A party may make a legally required disclosure, giving notice where lawful and reasonably practicable and limiting disclosure to what is required.

13.4 We will maintain reasonable administrative, technical and organisational safeguards appropriate to the information processed and honour applicable express security commitments.

13.5 No internet service can guarantee uninterrupted availability or complete immunity from malicious activity. That limitation does not excuse failure to implement safeguards or perform commitments we have undertaken.

13.6 We will provide incident notifications and cooperation required by applicable law and any agreed data-processing terms. You must cooperate with reasonable measures to contain unauthorised activity affecting your account.

13.7 You must maintain appropriate independent copies of important records. This obligation does not remove our express backup, security or record-access commitments.

14. Third-party services, availability and changes to functionality

14.1 The Services may depend on third-party infrastructure, payment systems, communications services or other technology.

14.2 A separately selected third-party integration may have additional terms. We are not responsible for an independent third-party product's performance except to the extent we have expressly assumed responsibility or applicable law requires it.

14.3 We remain responsible for obligations we undertake concerning service providers acting on our behalf.

14.4 Unless an Order includes a service-level commitment, we do not promise a particular uptime percentage, response time, recovery time or uninterrupted access.

14.5 We may perform maintenance, make security changes and improve functionality. We will give reasonable notice of planned material interruptions where practicable.

14.6 We will not materially reduce a paid entitlement during its prepaid period without providing the contracted functionality, a reasonably equivalent replacement acceptable where required, or an appropriate refund for the unavailable portion.

14.7 Future features and roadmap statements are not purchased deliverables unless expressly included in an Order.

15. Express commitments and warranty limitations

15.1 We will provide paid Services with reasonable care and skill and substantially in accordance with their agreed material functionality. We will comply with laws applicable to our provision of the Services.

15.2 If you identify a material failure to meet those commitments, notify us with reasonable details. We will have a reasonable opportunity, normally up to 30 days where appropriate, to correct the failure.

15.3 If we cannot correct a material failure within a reasonable period, you may terminate the affected Services and receive a refund of unused prepaid fees. For a materially defective one-time product that cannot reasonably be corrected, the purchase price will be refunded.

15.4 These procedures do not postpone a time-sensitive statutory remedy, restrict the Policy Kit refund promise or prevent urgent relief where legally available.

15.5 Except for express commitments and rights that cannot lawfully be excluded, the Services and Outputs are provided on an "as available" basis. To the fullest extent permitted by law, we disclaim implied warranties and conditions concerning merchantability, fitness for a particular purpose, accuracy, completeness, non-infringement and achievement of a particular result.

15.6 We do not warrant that an Output will be legally sufficient in every circumstance, remain accurate after its preparation, or be accepted by an authority or other third party.

16. Responsibility for customer information, implementation and legal change

16.1 Subject to Section 19, the Protected Parties are not responsible for loss to the extent caused by:

- (a) inaccurate, incomplete, outdated or misleading information supplied by or for you;
- (b) failure to disclose a material circumstance or select the appropriate supported jurisdiction;
- (c) your unauthorised modification, combination or use of an Output;
- (d) failure to undertake appropriate review or to implement required organisational measures;
- (e) use outside the agreed scope or after a relevant warning;
- (f) changes in law or circumstances occurring after an Output was prepared, except to the extent we fail to perform an express monitoring or update obligation; or
- (g) an independent third party's action for which we have not assumed responsibility.

16.2 These exclusions apply only to the extent the identified cause contributes to the loss. They do not deem every error in an Output to be your fault or excuse an express obligation that we have failed to perform.

16.3 The Services assist your compliance efforts. They do not transfer your statutory duties, employer responsibilities or business decisions to Royson York.

17. Exclusion of specified losses

17.1 Subject to Section 19 and to the fullest extent permitted by applicable law, no Protected Party will be liable under or in connection with this Agreement for:

- (a) indirect, incidental, special, consequential, exemplary or punitive damages;
- (b) loss of profit, anticipated savings, revenue, business opportunity or goodwill, whether characterised as direct or indirect; or
- (c) fines or penalties imposed on you, or losses arising from employment disputes or regulatory proceedings against you, to the extent those losses may lawfully be excluded.

17.2 These exclusions apply whether the claim arises in contract, tort including negligence, negligent misrepresentation, statute, restitution or another legal theory, and whether the possibility of the loss was foreseeable or communicated.

17.3 Any recoverable loss not excluded by this section remains subject to Section 18, except as provided in Section 19.

17.4 This section does not relieve us of a contractual refund obligation or authorise us to withhold Customer Data contrary to this Agreement or applicable law.

18. Aggregate financial liability cap

18.1 Subject to Section 19, the combined aggregate liability of the Provider and all other Protected Parties for all claims relating to an affected Order will not exceed the applicable "Cap" calculated below:

- (a) Recurring Services: the subscription fees actually paid to us for the affected Services during the 12 months immediately preceding the earliest event giving rise to a claim under that Order.
- (b) One-time purchases: the one-time purchase price actually paid to us for the Policy Kit or other one-time product directly involved in the claim.
- (c) Combined purchases: the sum of the applicable amounts in paragraphs (a) and (b), without counting any payment twice.
- (d) Entirely free Services: zero, but only to the extent a complete monetary exclusion is lawful.

18.2 For a claim arising solely from continued storage of records after a paid subscription ends, the subscription measurement period is the final 12 months of that paid subscription, rather than a later period in which no fees were paid.

18.3 Where affected functionality was sold in an inseparable bundle without an allocated price, the relevant bundle fees will be used. Taxes collected for a government and payments made directly to independent third parties are excluded from fees for calculating the Cap.

18.4 The Cap is shared by all Protected Parties and applies collectively to all claims under the affected Order. It is not a separate amount for each claimant acting through the Customer, Authorised User, defendant, legal theory or related incident. Renewal of the same Order does not replenish a Cap already applied to claims under it.

18.5 If multiple Orders are directly affected, the combined Cap is the sum of their applicable amounts, with no double counting. Unrelated purchases do not increase the Cap.

18.6 The Cap applies, to the extent lawful, to claims concerning software defects, inaccurate Outputs, delayed updates, interruptions, loss or corruption of data, confidentiality and security failures, and ordinary negligence.

18.7 These limitations allocate commercial risk in light of the fees charged. They do not represent that every provision will be enforceable in every jurisdiction.

18.8 There will be no double recovery for the same loss. Refunds and compensation already received for that loss will be credited where lawful.

19. Rights and liabilities that remain protected

19.1 Nothing in this Agreement excludes or limits liability for fraud, fraudulent misrepresentation or wilful misconduct, or any liability that applicable law prohibits excluding or limiting.

19.2 Nothing waives mandatory consumer protections, statutory cancellation or refund rights, mandatory privacy rights, or other non-waivable rights and remedies.

19.3 Where Québec law applies, the exclusions and limitations do not apply to material injury caused through intentional or gross fault, or to bodily or moral injury, to the extent required by that law.

19.4 A liability cap does not cancel an amount we are expressly required to refund or return under this Agreement or applicable law.

19.5 This Agreement does not bind a regulator, prevent a lawful complaint, or extinguish independent rights of employees, signers or other persons who are not parties to it.

19.6 If an exclusion or limitation is prohibited for a particular claim, it applies only to the extent permitted, and any independently enforceable provision remains applicable.

20. Protection of associated persons and organisations

20.1 The exclusions, limitations and defences in this Agreement are expressly intended to benefit every Protected Party within the defined class and within the scope of its involvement in the Services.

20.2 We hold the benefit of those protections for the Protected Parties and may enforce them on their behalf. A Protected Party may rely on them directly to the extent recognised by applicable law.

20.3 Involvement in delivering the Services does not, by itself, make an owner, employee, contractor, affiliate or other Protected Party a separate contracting supplier or personal guarantor of the Provider's performance.

20.4 Naming an individual or affiliated organisation in a claim does not create an additional liability allowance beyond Section 18.

20.5 These provisions do not create immunity for independent wrongdoing, remove liabilities preserved by Section 19, or apply to unrelated dealings outside the Services.

21. Customer indemnification for third-party claims

21.1 To the extent permitted by law, you will defend and indemnify the Protected Parties against third-party claims, damages, settlements and reasonable legal costs to the extent caused by:

- (a) Customer Data that infringes another person's rights or was submitted without required authority;
- (b) your unlawful instructions, fraudulent signing activity or unlawful use of the Services;
- (c) your material breach of this Agreement; or
- (d) materially false or incomplete information you supplied, or your implementation or modification of an Output, where that conduct causes the third-party claim.

21.2 This indemnity does not apply to the extent a claim results from a Protected Party's breach, negligence, infringement, wilful misconduct or other conduct for which you are not legally responsible.

21.3 The indemnified party must give reasonably prompt notice. Delay reduces your obligations only to the extent it materially prejudices the defence.

21.4 You may control the defence using competent counsel reasonably acceptable to the indemnified party. The indemnified party may participate at its own expense, subject to arrangements required by a material conflict of interest.

21.5 You may not settle a claim by admitting fault on behalf of a Protected Party, imposing a non-monetary obligation on it, or failing to obtain an appropriate release without its written consent.

21.6 The Provider's liability cap does not limit your valid payment or indemnification obligations, subject always to applicable law. This section does not require indemnification of penalties or other liabilities that cannot lawfully be transferred.

22. Suspension and termination

22.1 We may suspend affected access where reasonably necessary to address a credible security threat, unlawful activity, serious misuse or legal requirement.

22.2 For ordinary non-payment or a remediable breach, we will normally provide written notice and at least 10 days to remedy the issue before suspension.

22.3 Suspension must be proportionate. Where lawful and reasonably safe, we will preserve access to existing records or provide an alternative export method. We will restore affected access when the grounds are resolved.

22.4 Either party may terminate an affected Order for a material breach that remains uncured 30 days after written notice, or sooner where the breach cannot be cured and applicable law permits termination.

22.5 If you terminate for our uncured material breach, we will refund unused prepaid fees for the affected Services. The remedies in Section 15 also remain available.

22.6 We may discontinue a product on at least 60 days' notice, refunding unused prepaid fees. If discontinuation requires closing a continuing records account, we will provide at least 90 days' notice and an export opportunity, unless law requires earlier action.

22.7 Discontinuation does not override a separately agreed minimum hosting or retention commitment.

22.8 Termination does not extinguish accrued payment obligations, legitimate rights to retained Outputs, confidentiality obligations, applicable indemnities or provisions intended to survive.

23. Record access, exports and deletion

23.1 You may export your documents, signed records and available Outputs using the supported export functions. Signature exports should include the available associated audit record.

23.2 For PeopleVantage purchases that include continuing vault access while an account remains open, ending a paid subscription does not itself end access to previously stored signed records. Further generation, new signatures or updates depend on your remaining entitlements.

23.3 Before closing your account, export the records you require. Closing an account is distinct from cancelling recurring billing.

23.4 If we close an account for reasons other than your deletion request, we will ordinarily provide at least 30 days to obtain an export. Longer notice under Section 22 prevails. Legal restrictions or a serious security threat may require a different access method or shorter period.

23.5 On a valid deletion request or account closure, we will delete Customer Data without undue delay, subject to legal retention requirements and the expiry of protected backup copies through the applicable backup cycle.

23.6 Any retained information remains subject to applicable confidentiality, security and privacy obligations.

23.7 We do not guarantee recovery after deletion. Our storage and backup services do not determine how long you must retain employment or business records.

23.8 Bespoke migration work beyond ordinary exports may be separately quoted and is chargeable only if you agree to it.

24. Changes to this Agreement

24.1 We will provide at least 30 days' notice of a material change, explaining its effective date and providing access to the revised text.

24.2 Changes will apply prospectively through a legally effective acceptance or renewal process. We will obtain express consent where required.

24.3 We will not retroactively reduce remedies for past events, change the liability rules applicable to accrued claims, or materially reduce prepaid rights without your agreement or an applicable termination and refund remedy.

24.4 You may cancel renewal before a material change takes effect. Cancelling renewal does not waive accrued rights.

24.5 Urgent technical or security measures may take effect immediately where reasonably necessary. That does not, by itself, amend the agreed financial liability provisions.

25. Governing law and disputes

25.1 Subject to mandatory applicable law, this Agreement is governed by Ontario law and the federal laws of Canada applicable in Ontario.

25.2 Subject to mandatory rights concerning jurisdiction or venue, the courts located in Toronto, Ontario have exclusive jurisdiction over disputes arising from this Agreement.

25.3 Before commencing ordinary litigation, the parties will make a good-faith effort to resolve the dispute through written notice and discussions for up to 30 days.

25.4 That discussion period does not prevent urgent relief, a regulatory complaint, or proceedings needed to preserve a limitation period or other right.

25.5 This Agreement does not impose mandatory arbitration or waive a non-waivable right to participate in a class proceeding.

25.6 An Ontario governing-law clause does not remove mandatory protections applicable elsewhere. Availability of a jurisdiction-specific template does not mean this Agreement has been approved by that jurisdiction's authorities.

25.7 Where French-language contracting requirements apply, the required French version and legally compliant language-selection process must be provided. This English text does not substitute for those requirements.

25.8 Time limit for claims. This is an agreement between businesses. To the extent applicable law permits, any claim by the Customer, or by anyone claiming through the Customer, against a Protected Party arising from this Agreement or the Services must be commenced within one year after the day on which the claimant first knew, or reasonably ought to have known, of the claim. For claims governed by Ontario law, this varies the basic two-year limitation period under the Limitations Act, 2002, as section 22 of that Act permits for business agreements. This section does not apply to claims for fraud or wilful misconduct, or where applicable law does not allow a limitation period to be shortened.

26. General terms and notices

26.1 Notices. Send contractual notices to hello@roysonyork.com and identify your organisation, account and the matter concerned. We may send notices to the current administrative contact you provide. Mandatory rules governing delivery and receipt prevail.

26.2 Assignment. You may not transfer this Agreement without our written consent, which will not be unreasonably withheld for a legitimate business reorganisation where obligations remain enforceable. We may transfer it with the relevant business to a successor that assumes our obligations, subject to applicable law and privacy requirements.

26.3 Events outside reasonable control. A party is excused from affected performance while prevented by an event genuinely beyond its reasonable control, provided it takes reasonable mitigation steps. This does not excuse inadequate agreed security measures, obligations already due, mandatory legal duties or required refunds for permanently undelivered Services.

26.4 Independent parties. Neither party becomes the other's partner, employee, fiduciary or general agent by entering this Agreement.

26.5 No waiver by delay. Failure to exercise a right promptly does not waive it. A waiver must be specific and does not automatically apply to later events.

26.6 Severability. An unenforceable provision may be severed to the extent permitted without invalidating independently enforceable provisions. This does not require a court to rewrite a prohibited term.

26.7 Entire agreement. The contract documents identified in Section 2 contain the agreement concerning the purchased Services. Nothing in this clause excludes liability for fraud, overrides a binding express commitment, or removes rights arising from representations that applicable law protects.

26.8 Purchase orders. Administrative terms printed on a Customer purchase order do not amend this Agreement unless expressly accepted by an authorised representative of the Provider.

26.9 Electronic records. The parties may enter this Agreement electronically and retain electronic evidence of acceptance, subject to applicable law.

26.10 Survival. Provisions concerning accrued obligations, retained Output rights, confidentiality, permitted data retention, indemnities, liability limitations, dispute resolution and other provisions that by their nature continue will survive termination.

26.11 Language versions. This Agreement is published in English and in French. When accepting it, the Customer chooses to be bound by the English or the French version, and that choice is recorded. The two versions are intended to have the same meaning; if they differ, the version the Customer chose prevails, except where applicable law requires the French version to prevail. Where Québec law applies, the French version was made available to the Customer before acceptance, and choosing the English version is the Customer's express wish. Any other translation, including the Spanish translation, is provided for convenience only and has no legal effect.

Acceptance

By affirmatively accepting this Agreement through the applicable acceptance process, the Customer confirms that:

- the accepting person has authority to act for the Customer;

- the Customer is acquiring the Services for business purposes;
- the Agreement and applicable Order were available to review and retain;
- the Customer understands its responsibilities for information, review, implementation and legal compliance;
- the Customer understands the exclusions, indemnification obligations and shared financial liability cap, including their exceptions; and
- acceptance does not waive rights that applicable law prohibits waiving.

Record of acceptance

When this Agreement is accepted at checkout, Royson York records the following and emails a copy to the accepting representative. The record is also kept with the Customer's account.

- **Customer legal name:** the legal name of the organisation, as entered by the accepting representative at checkout (for a sole proprietor, their own name).
- **Accepting representative and role:** the name and role entered at checkout, with the email address of the Royson York account used to accept.
- **Order or account identifier:** the acceptance reference (beginning "RYA-"), the Royson York account email address, the product, price, currency and billing period, and the Stripe checkout reference.
- **Agreement version and acceptance timestamp:** this version (20 October 2026), the language version accepted, a SHA-256 fingerprint of its text, and the date and time of acceptance in Coordinated Universal Time (UTC).