HAVEN BLUESHORE L.L.C.

Master Services Agreement

Pulse managed IT services

This Master Services Agreement (this "Agreement") is entered into as of the date last signed below (the "Effective Date") by and between HAVEN BLUESHORE L.L.C., a Michigan domestic limited liability company ("Provider"), and the client identified on the Order Form ("Client"). Provider and Client are each a "Party" and together the "Parties."

Provider provides managed information technology services under the name "Pulse." Client wishes to engage Provider, and Provider agrees to provide the services described in this Agreement and in each Order Form executed under it, on the terms below.

Parties and notices

Item	Provider
Legal name	HAVEN BLUESHORE L.L.C.
Entity	Michigan domestic limited liability company; Michigan identification number 900206888; Articles of Organization filed and approved April 29, 2026; perpetual duration; member-managed
Tax identification	EIN 41-4394354
Address	1074 Hendrick Rd, Norton Shores, MI 49441
Resident agent	Robert Hazekamp, 1074 Hendrick Rd, Norton Shores, MI 49441
Telephone	+1 (616) 280-0832
Support	support@havenblueshore.com
Legal notices	legal@havenblueshore.com

Client's legal name, entity type, address, billing contact, notice contact and authorised contact are stated on the Order Form. Notices to Client go to the notice contact on the Order Form.

1. Agreement structure, scope and precedence

1.1 Precedence. This Agreement consists of these terms, each signed Order Form, and each statement of work ("SOW") that references this Agreement. If documents conflict, the order of precedence is: (a) this Agreement; (b) the Order Form; then (c) the SOW, unless a document expressly states that it overrides a named section of this Agreement and is signed by both Parties.

1.2 Scope. Provider will provide only the services listed on a signed Order Form or SOW (the "Services"). Work outside that scope — including projects, non-critical after-hours work, and on-

site visits beyond the selected tier — is not included in the recurring fee. Provider will quote such work, and will not begin it, until Client approves the quote in writing; email approval from Client's authorised contact is sufficient.

1.3 Vendor terms. Terms imposed by a third-party vendor for a pass-through or resold service apply in addition to this Agreement for that service and are not overridden by it.

1.4 Onboarding record. The details captured in Provider's onboarding record — Client details, tier, starting user and device counts, sites and contacts — become the starting counts on the first Order Form.

2. Term, renewal and termination

2.1 Initial Term. The initial term is twelve (12) months from the service start date stated on the Order Form (the "Initial Term"). Fees begin on the service start date, not on the signing date, so an Order Form may be signed in advance of a future start date.

2.2 Renewal. After the Initial Term, this Agreement renews month to month on the same terms until either Party gives at least thirty (30) days' written notice of non-renewal or termination for convenience, effective at the end of the then-current month.

2.3 Termination for cause. Either Party may terminate this Agreement, or an Order Form, for material breach if the breaching Party does not cure the breach within thirty (30) days after written notice describing it. Provider may suspend Services sooner, on notice where practicable, for non-payment under Section 5 or for a security emergency under Section 7.

2.4 Effect on other orders. Termination of one Order Form does not terminate this Agreement or any other Order Form unless the terminating notice says so expressly.

3. Services — the Pulse tiers

Provider offers the following tiers. The Order Form records Client's tier, counts and price. Prices below are Provider's published prices at the Effective Date; the price on a signed Order Form controls for that Order Form.

Tier	Published price	Included services
Tier 1 — Pulse Monitor	$50 per user per month, or $180 per month flat for up to 5 units; $36 per unit per month above 5	Monitoring, alerting and ticketing; patch and status reporting; human triage during Business Hours
Tier 2 — Pulse 24/7 NOC	$100 per user per month, or $360 per month flat for up to 5 units; $72 per unit per month above 5	Everything in Tier 1, plus around-the-clock network operations monitoring and alert correlation, and DNS-layer filtering
Tier 3 — Fully Managed	$160 per user per month for a single user; $150 per user per month for 5 or more users ($750 per month for 5); $150 per unit	Full managed delivery: help desk, systems administration, user onboarding and offboarding, vendor coordination, Pulse

	per month above 5	Backup (Synology NAS backup, managed by Haven Blueshore) included, multi-factor authentication (native Microsoft 365 / Google MFA included; Duo only where the three named conditions apply), and DNS-layer filtering
Enterprise	Custom, quoted per engagement	Custom scope and service levels in a separate SOW, for engagements of 10 or more users or multiple sites; excluded from automatic monthly billing reconciliation

3.1 Counting. A “unit” is one user or one device, whichever count is higher. Provider reconciles the count monthly against its asset and monitoring records. A change in count takes effect in the next billing cycle, except that a unit added for a new user is billed from its activation date. Client will promptly report new users, devices and sites.

3.2 Hourly work. Work performed hourly outside a tier is billed at the hourly rate stated on the Order Form (website maintenance is published at $130 per hour). Provider keeps time records for hourly work and will provide them on request.

3.3 Tooling. Provider may substitute or update the tools it uses to deliver the Services, including monitoring, ticketing and remote management tools, without Client's consent, provided the change does not materially reduce the Services or the service levels in Section 4.

4. Service levels

Provider's service model is as follows, and no other service level is promised: automated monitoring, alerting and ticket creation operate around the clock, every day; human triage is provided during Business Hours; and outside Business Hours a human responds only to Critical incidents.

4.1 Business Hours. “Business Hours” are Monday to Friday, 8:00 a.m. to 5:00 p.m. Eastern Time, excluding United States federal holidays.

4.2 Critical defined. A “Critical” incident is one in which Client's business is stopped, a core system is down for substantially all users, or a security incident is in progress. An incident affecting a single user, or for which a reasonable workaround exists, is not Critical.

4.3 After-hours route. Outside Business Hours, Client reports a Critical incident by calling +1 (616) 280-0832. Email and tickets are monitored for Critical incidents by automated alerting, but the telephone is the after-hours route for a human response.

Priority	Meaning	Response target
Critical	Business stopped, security	Automated alert immediately;

	incident in progress, or core system down	human response within 1 hour, at any time
High	Major function impaired, but a workaround exists	Human response within 4 Business Hours
Standard	Normal request or single-user issue	Human response within 1 business day
Low / planned	Questions, changes and scheduled work	Human response within 2 business days; work scheduled by agreement

4.4 Response, not resolution. Response targets are targets for a first human response, not guarantees of resolution time. Resolution depends on the cause, on vendor response, and on Client's cooperation.

4.5 Service credits. If Provider misses the Critical response target, Client's sole remedy for that incident is a service credit of 10% of that month's recurring fee for the affected tier, up to a maximum of 25% of that month's recurring fee for all missed Critical targets in that month. Credits are applied to the next invoice and must be requested in writing within 30 days. Repeated failure to meet the Critical target in three consecutive months is a material breach for purposes of Section 2.3.

4.6 Exclusions. Targets do not apply where the delay is caused by Client, a third-party vendor, a utility or network outage beyond Provider's reasonable control, or a period of suspension permitted under this Agreement.

5. Fees, payment and autopay

5.1 Billing. Recurring tier fees are billed monthly in advance. Hourly and project work is billed in arrears. Provider issues invoices from its billing system (Dolibarr) and delivers them by email to Client's billing contact. Provider's monthly process creates draft invoices that a person reviews before issue; no invoice is payable until issued.

5.2 Autopay authorisation. Client authorises Provider to charge the payment method Client places on file with Provider's payment processor, Stripe, by card or ACH direct debit, for recurring fees and for approved hourly, project and pass-through charges, on or after the invoice date, and to re-run a charge that fails. Client will keep a valid payment method on file throughout the term and will update it promptly if it changes or expires. PayPal is not a payment method for recurring Services under this Agreement; it is used only for Provider's one-time store sales.

5.3 Due date. Any amount not collected by autopay is due within fourteen (14) days after the invoice date (Net 14).

5.4 Late payment and suspension. An unpaid balance bears interest from the due date at 1.0% per month, or the maximum rate permitted by Michigan law, whichever is less. If an amount remains unpaid ten (10) days after Provider gives written notice of non-payment, Provider may

suspend the Services until payment is made in full, without liability for the suspension period. Suspension does not waive the fees for that period.

5.5 Taxes and pass-through charges. Fees exclude taxes, which are Client's responsibility except for taxes on Provider's net income. Third-party subscriptions resold or passed through to Client — including Microsoft 365, Google Workspace, Microsoft Azure and Amazon Web Services obtained through distribution — are billed at the rate on the Order Form and follow the vendor's own price changes, which Provider will pass through on notice.

5.6 Price changes. Provider may change tier prices, overage rates and hourly rates on at least sixty (60) days' written notice, effective at the start of the next renewal period. If Client does not accept a change, Client may terminate the affected Order Form at the end of the then-current term by written notice given before the change takes effect.

5.7 Disputes. Client must raise a good-faith dispute over an amount within thirty (30) days after the invoice date, in writing, identifying the amount and the basis. Undisputed amounts remain payable, and Provider will not suspend Services over a timely disputed amount while the Parties resolve it in good faith.

5.8 Onboarding fee. No onboarding fee is charged unless an onboarding fee is stated on the Order Form.

6. Client responsibilities

- **Authorised contact.** Client will name one authorised contact who may approve work, access and spending. Approvals, instructions and acceptances from that contact bind Client.
- **Accurate information.** Client will provide accurate user, device, site and contact information at onboarding and will promptly report changes to it.
- **Access and prerequisites.** Client will keep in place its own internet, power, premises and vendor contracts needed for the Services to operate, and will give Provider reasonable access to its premises and systems during Business Hours, and at other times for a Critical incident.
- **Lawful use.** Client will use the Services lawfully and only for its own business. Client will not resell the Services or make them available to third parties.
- **Backups and insurance.** Client is responsible for its own backups except where a backup service is expressly listed on the Order Form, and will maintain its own business insurance appropriate to its operations.
- **Security instructions.** Client will not instruct Provider to bypass a security control, disable multi-factor authentication, or share credentials outside the vault described in Section 7.

7. Access, credentials and security

7.1 Access grant. Client grants Provider the administrative access reasonably needed to deliver the Services. Provider will use least-privilege access and will use multi-factor authentication wherever the relevant platform supports it.

7.2 Credential vault. Neither Party will collect or transmit the other Party's administrative passwords through a web form or ordinary email. Credentials that Provider holds for Client

systems are stored only in Provider's self-hosted HashiCorp Vault instance, with access limited to Provider personnel who need them for the Services. Each Party protects its own credentials and will revoke or rotate a credential promptly if it suspects compromise.

7.3 Incident cooperation. Each Party will notify the other promptly after discovering a suspected compromise affecting the Services. During a security incident Provider may suspend access, isolate a device, or disable an account, to the extent reasonably necessary to contain the incident, and will notify Client as soon as practicable.

7.4 Safeguards. Provider will maintain administrative, technical and physical safeguards reasonable for a business of its size and for the nature of the Services. Provider does not hold, and this Agreement does not promise, any named compliance certification.

8. Confidentiality and Client data

8.1 Confidentiality. Each Party will keep the other's non-public information (“Confidential Information”) confidential, use it only to perform or receive the Services, and disclose it only to its personnel and advisers who need to know it and are bound to protect it. These duties do not apply to information that is public without fault, was already known, is independently developed, or is received lawfully from a third party.

8.2 Client data. Client data remains Client's property. Provider processes Client data only to deliver the Services. Provider will not sell Client data and will not use Client data to train models for the benefit of any other client.

8.3 AI-assisted triage. Provider uses AI-assisted tooling to help triage tickets, correlate monitoring and security alerts, and summarise incidents. That tooling may process ticket and alert content for those purposes only. A person reviews any action that changes a Client system before it is taken, except for an automated containment step under Section 7.3 during a security incident.

8.4 Legal process. A Party may disclose Confidential Information where a court, regulator or other legal process requires it, giving the other Party notice where the law permits.

8.5 Return. On termination, each Party will return or, at the disclosing Party's election, securely destroy the other's Confidential Information, subject to Section 14.

9. Third-party services and vendors

9.1 Vendor terms govern. Where Provider resells, procures or manages a third-party service for Client — including Microsoft 365, Google Workspace, cloud hosting, security and backup products, obtained directly or through a distribution partner such as AppDirect — the vendor's own terms govern that service. Provider is not liable for a vendor's outage, price change, feature change or end-of-life decision, but will give Client reasonable notice of a change it learns of and will help Client migrate where the Order Form includes that help.

9.2 Client-owned subscriptions. Wherever the vendor permits, subscriptions that belong to Client will be held in Client's own name and tenant, so that offboarding never leaves Client's own accounts under Provider's control.

10. Intellectual property and work product

10.1 Provider platform. Each Party retains all rights in its pre-existing intellectual property. Scripts, automations, templates, workflows and tooling that Provider creates or uses to operate its platform — including its monitoring, triage and billing automations — are and remain Provider's property, and no rights in them transfer to Client.

10.2 Client-specific work. Configurations and documentation created specifically for Client's environment are licensed to Client for its own internal business use. On payment in full of the amounts due for the work that produced them, that licence becomes perpetual and royalty-free. Client may not use Provider's platform materials to provide managed services to third parties.

10.3 Client materials. Client grants Provider a limited licence to use Client's name, logos and materials only as needed to deliver the Services, including in monitoring, ticketing and reports prepared for Client.

11. Warranties and disclaimers

11.1 Service warranty. Provider warrants that the Services will be performed professionally, with reasonable skill and care, by personnel competent for the work. If Provider breaches this warranty, Client's remedy is re-performance of the affected Service or, if re-performance is not reasonably possible, termination of the affected Order Form and a refund of the recurring fees paid for the affected month.

11.2 Disclaimers. EXCEPT AS STATED IN SECTION 11.1, AND TO THE EXTENT PERMITTED BY MICHIGAN LAW, PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Provider does not warrant that the Services will be uninterrupted or error-free, or that all security threats will be prevented or detected.

11.3 Client warranty. Client warrants that it has the authority to enter into this Agreement and to grant the access described in Section 7, and that its use of the Services will comply with applicable law.

12. Limitation of liability

12.1 Cap. Each Party's total aggregate liability arising out of or relating to this Agreement is capped at the fees paid by Client to Provider under this Agreement in the twelve (12) months immediately before the event giving rise to the claim.

12.2 Exclusions and carve-outs. Neither Party is liable for indirect, incidental, special or consequential damages, or for lost profits, lost revenue or business interruption, even if advised of the possibility. The cap in Section 12.1 and this Section 12.2 do not apply to: (a) amounts payable under Section 13; (b) a Party's breach of Section 8; (c) infringement of the other Party's intellectual property rights; or (d) fees properly due for Services already provided.

13. Indemnification

13.1 Indemnity. Each Party (the “Indemnitor”) will indemnify, defend and hold harmless the other Party and its members, managers, employees and agents against third-party claims, damages, liabilities and reasonable legal fees arising from the Indemnitor's: (a) negligence or wilful misconduct; (b) infringement of a third party's intellectual property rights; (c) breach of Section 8; or (d) material breach of this Agreement.

13.2 Procedure. The indemnified Party will give prompt written notice of a claim, will allow the Indemnitor to control the defence with counsel reasonably acceptable to the indemnified Party, and will cooperate reasonably at the Indemnitor's expense. The Indemnitor will not settle a claim in a way that imposes an obligation, other than payment of money it pays in full, on the indemnified Party without that Party's written consent. Failure to give prompt notice does not relieve the Indemnitor except to the extent it is materially prejudiced.

14. Termination and offboarding

14.1 Offboarding. For thirty (30) days after the effective date of termination or expiry (the “Offboarding Period”), Provider will reasonably cooperate to hand over the Services: return of Client data and Client-specific documentation, transfer of administrative access and of Client-owned accounts and tenants, delivery of the credential records Provider holds for Client in a form Client can import, and removal of Provider's agents, monitoring and tooling from Client systems.

14.2 No withholding. Provider will not withhold Client data, documentation, credentials or access to Client-owned accounts to enforce payment or for any other reason.

14.3 Fees on termination. Fees are payable through the end of the notice period and, where Services are provided during it, through the Offboarding Period. Provider will refund prepaid recurring fees that relate to a period after the Offboarding Period, less amounts properly due.

14.4 Survival. Sections 5 (for amounts accrued), 8, 10, 11, 12, 13, 14.2 and 15 survive termination or expiry.

15. General provisions

15.1 Notices. Notices under this Agreement must be in writing and are effective when delivered by hand, by courier, or by email with confirmation of receipt to the notice contact stated in this Agreement or on the Order Form. Provider's notice address is legal@havenblueshore.com, 1074 Hendrick Rd, Norton Shores, MI 49441.

15.2 Assignment. Neither Party may assign this Agreement or an Order Form without the other's written consent, except that either Party may assign to a successor in connection with a sale of all or substantially all of its business, on notice to the other Party. An unauthorised assignment is void.

15.3 Governing law, mediation and venue. Michigan law governs this Agreement, without regard to its conflict-of-laws rules. The Parties will first attempt to resolve a dispute by good-faith negotiation between principals for fifteen (15) days, and then by mediation in Muskegon County,

Michigan, before filing suit. Subject to that requirement, the state and federal courts located in Muskegon County and the Western District of Michigan are the exclusive venue, and the Parties consent to their jurisdiction.

15.4 Entire agreement and amendments. This Agreement, with its Order Forms and SOWs, is the entire agreement between the Parties for the Services and supersedes prior discussions and agreements on that subject. It may be amended only in a writing signed by both Parties. Purchase order terms, click-through terms and other pre-printed terms supplied by either Party do not apply.

15.5 Signatures. Electronic, scanned and counterpart signatures are binding to the same extent as original signatures, and the Parties may sign this Agreement and any Order Form by an electronic signature method either Party offers for that purpose.

15.6 Severability. If a provision of this Agreement is held unenforceable, it will be read down to the minimum extent necessary to make it enforceable, and the remaining provisions continue in full effect.

15.7 Waiver. A failure or delay in enforcing a provision is not a waiver of it, and a waiver of one breach is not a waiver of another.

15.8 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including acts of nature, utility and network outages, vendor failures, government action and labour disputes. The affected Party will give prompt notice and resume performance as soon as reasonably possible. Fees for Services not provided because of such an event will be equitably adjusted.

15.9 Independent contractor. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship.

15.10 Miscellaneous. There are no third-party beneficiaries to this Agreement. Headings are for convenience only. A person signing for a Party represents that they are authorised to bind that Party.

Signatures

Agreed and accepted:

HAVEN BLUESHORE L.L.C. (Provider)

Signature: _____ Date: _____

Name: Robert Hazekamp

Title: Member

CLIENT — as identified on the Order Form

Signature: _____ Date: _____

Name: _____

Title: _____

Client legal name: _____

Client address: _____

Exhibit A — Order Form

This Order Form is made under the Master Services Agreement between HAVEN BLUESHORE L.L.C. and the Client below. Capitalised terms have the meanings given in that Agreement. If this Order Form conflicts with the Agreement, the Agreement controls.

Field	Entry
Client legal name and entity type	
Client address	
Billing contact (name, email, phone)	
Notice contact (name, email, phone)	
Authorised contact (name, email, phone)	
After-hours Critical contact and phone	
Pulse tier selected	Tier 1 Monitor / Tier 2 24/7 NOC / Tier 3 Fully Managed / Enterprise (SOW)
Unit count and how counted	
Monthly recurring price	
Overage rate per additional unit	
Hourly rate (if any)	$130 per hour for website maintenance, unless another rate is entered here: _____
Pass-through subscriptions and prices	
Service start date	
Initial Term	12 months from the service start date
Onboarding fee	None, unless entered here: _____
Payment method on file	Stripe — card / ACH direct debit (autopay under Section 5.2)
Special terms or exclusions	

By signing below, Client agrees to the Agreement, confirms the counts and prices above, and gives the autopay authorisation in Section 5.2 of the Agreement for the payment method placed on file.

CLIENT

Signature: _____ Date: _____

Name: _____

Title: _____

HAVEN BLUESHORE L.L.C.

Signature: _____ Date: _____

Name: Robert Hazekamp

Title: Member