

Frozen Lake LLC
Public Terms

Master Services
Agreement

Frozen Lake LLC
Last revised: June 8, 2026

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About this Agreement

This Master Services Agreement (the "Agreement") sets out the general terms under which Frozen Lake LLC provides managed IT, cloud, cybersecurity, communications, hosting, professional services, and related technology services. It is written for public availability and intentionally describes services at a contractual level without exposing internal procedures, proprietary tooling, playbooks, or trade processes.

Important Notice

This Agreement is a general master agreement. The specific services, quantities, subscription terms, rates, service levels, included devices, project scope, and customer-specific obligations are identified in an applicable order form, quote, statement of work, service schedule, online checkout, signed proposal, ticket approval, or other written order accepted by Frozen Lake LLC (each, an "Order").

Nothing in this Agreement creates a guarantee of perfect security, uninterrupted service, permanent data retention, regulatory compliance, or specific business outcome. Technology services depend on customer cooperation, third-party platforms, internet connectivity, vendor performance, end-user behavior, and other factors outside Frozen Lake LLC's reasonable control.

1. Parties and Agreement Structure

1.1 Provider. "Frozen Lake," "we," "us," or "our" means Frozen Lake LLC, a Georgia limited liability company.

1.2 Customer. "Customer," "you," or "your" means the individual or legal entity that purchases, uses, or receives services from Frozen Lake under an Order.

1.3 Agreement Documents. The complete agreement consists of this Agreement, all applicable Orders, service schedules, statements of work, posted policies, acceptable use terms, data processing terms, and any written amendments signed or otherwise accepted by both parties.

1.4 Order of Precedence. If there is a conflict, the following order controls unless an Order expressly states otherwise: (a) a signed amendment; (b) a signed or accepted Order; (c) an applicable service schedule or statement of work; (d) posted policies referenced by the Order; and (e) this Agreement.

1.5 Public Website Terms. This Agreement may be posted publicly. Public posting does not obligate Frozen Lake to provide any service unless an Order is accepted and, where applicable, payment arrangements are completed.

2. Definitions

Affiliate. an entity that controls, is controlled by, or is under common control with a party.

Business Hours. Frozen Lake's generally published support hours, unless an Order states a different support window.

Confidential Information. non-public information disclosed by one party to the other that is marked confidential or would reasonably be understood to be confidential, including business, technical, financial, security, customer, employee, and operational information.

Covered Environment. the customer systems, endpoints, users, networks, sites, cloud resources, accounts, services, and assets specifically included in an Order.

Deliverables. documents, configurations, scripts, reports, code, designs, or other work product specifically identified as deliverables in an Order.

Fees. all recurring, usage-based, one-time, project, pass-through, licensing, hardware, software, shipping, tax, and other charges payable under an Order.

Managed Services. recurring technology services provided under a managed services plan, including one or more of monitoring, support, administration, security, backups, vendor coordination, patching, and related services as described in an Order.

Professional Services. one-time or project-based consulting, implementation, migration, remediation, development, integration, deployment, or advisory services.

Third-Party Services. products, platforms, circuits, software, hardware, licensing, cloud services, telecommunications carriers, data centers, security tools, payment processors, and other goods or services provided by a third party.

3. Scope of Services

Frozen Lake may provide one or more of the service categories below when purchased under an Order. Services not expressly listed in an Order are excluded, even if listed below as an available service category.

3.1 Service Categories

Service Category	General Description
Managed IT Services	Helpdesk support, endpoint administration, remote support, routine maintenance, system monitoring, operating system and application patch coordination, user administration, asset documentation, vendor coordination, and general IT administration for the Covered Environment.
NOC, SOC, and Security Operations	Alert review, security monitoring, endpoint protection administration, managed detection and response coordination, vulnerability management assistance, incident triage, DNS or web filtering administration, security awareness support, and related cybersecurity services.
Endpoint and Server Management	Management of desktops, laptops, mobile devices, servers, virtual machines, operating systems, local accounts, remote access tools, and approved business applications.
Cloud, Identity, and Productivity Platforms	Administration, migration, support, and consulting for cloud-hosted workloads, identity providers, email platforms, productivity suites, collaboration systems, file services, and related tenant configuration.
Backup and Disaster Recovery	Backup job administration, restore assistance, backup monitoring, recovery testing when purchased, retention configuration, and disaster recovery planning or execution support.
Network and Wi-Fi Services	Firewall, switch, router, VPN, SD-WAN, wireless, structured network design, network troubleshooting, internet circuit coordination, and related implementation or support services.
Voice, Fax, and Communications	VoIP, SIP, phone systems, voicemail, contact center features, e-fax, call routing, number porting assistance, carrier coordination, communications platform support, and related services.
Web, DNS, Domains, and Hosting	Website hosting, DNS hosting or administration, domain support, SSL/TLS certificate coordination, cPanel or similar hosting support, basic website maintenance, CMS support, email routing, and related hosting services.

3.1 Service Categories (Continued)

Service Category	General Description
Cybersecurity Advisory and Compliance Support	Security policy assistance, risk assessments, control mapping, documentation support, audit support, and compliance advisory services. Frozen Lake does not act as legal counsel, auditor of record, or guarantor of compliance unless expressly stated in a signed Order.
Software, Automation, and Web Development	Application support, scripting, integrations, dashboards, portals, websites, workflow automation, API integrations, and custom development services.
Procurement and Licensing	Hardware, software, cloud, telecommunications, license, subscription, warranty, and vendor procurement or resale services.
Professional Services and Projects	Migrations, deployments, remediation, onboarding, offboarding, assessments, documentation, training, site visits, emergency support, and consulting engagements.

3.2 Service Activation. Frozen Lake may require onboarding, baseline documentation, remote management deployment, administrative access, inventory discovery, security approval, account setup, and other activation steps before services are fully operational.

3.3 Service Changes. Changes in users, devices, sites, services, storage, usage, licenses, bandwidth, call volume, data volume, risk profile, compliance scope, or support requirements may require a revised Order or additional Fees.

3.4 No Implied Services. A service is included only if it is expressly identified in an Order or clearly necessary to perform an included service. Excluded services may be available separately at Frozen Lake’s then-current rates.

4. Exclusions and Out-of-Scope Items

- Work outside the Covered Environment or outside the scope of an accepted Order.
- Unsupported, end-of-life, pirated, counterfeit, unlicensed, jailbroken, rooted, tampered, or vendor-abandoned hardware, software, services, or operating systems, unless Frozen Lake accepts the risk in writing.
- Physical repairs, parts replacement, cabling, construction, electrical work, facilities work, or on-site dispatch unless included in an Order.
- Application development, custom reports, data conversion, database administration, or line-of-business application support unless included in an Order.
- Incident response, forensic investigation, breach counsel, notification, ransom negotiation, data reconstruction, or e-discovery unless included in an Order.
- Restoration of data that was not successfully backed up, was excluded from backup scope, exceeded retention, was encrypted before backup, or was unavailable due to customer or third-party action.
- Support for personal devices, home networks, or non-business systems unless included in an Order.
- Any guarantee that security controls, filtering, monitoring, backups, patching, or user training will prevent every outage, compromise, data loss, phishing incident, malware infection, unauthorized access, regulatory issue, or business interruption.

5. Customer Responsibilities

- Provide accurate information about the Covered Environment, business requirements, ownership, users, vendors, and constraints.
- Maintain appropriate administrative authority, licenses, subscriptions, warranties, support contracts, and authorization for Frozen Lake to access and support the Covered Environment.
- Designate authorized contacts who may request work, approve changes, approve charges, and receive security or service notices.
- Follow reasonable security, backup, access control, change management, and acceptable use guidance provided by Frozen Lake or applicable vendors.
- Promptly notify Frozen Lake of suspected security incidents, outages, unauthorized access, employee terminations, lost devices, compliance requirements, business-critical deadlines, and material changes to the Covered Environment.
- Maintain cyber liability, general liability, property, business interruption, and other insurance appropriate for Customer's risk profile.
- Ensure that Customer data, systems, and usage comply with applicable laws, industry rules, privacy obligations, contractual requirements, and rights of third parties.
- Maintain independent copies of critical data and business continuity procedures unless an Order expressly states that Frozen Lake is responsible for a specific backup or recovery service.
- Pay all Fees when due and cooperate with collections, vendor renewals, number porting, license renewals, and service transitions.

6. Support, Service Levels, and Availability

6.1 Support Channels. Frozen Lake may provide support through ticketing, email, telephone, remote support, customer portal, monitoring alerts, or other published channels. Requests submitted outside approved channels may be delayed or may not create a formal support ticket.

6.2 Priorities. Frozen Lake may classify tickets by severity, business impact, number of affected users, security risk, workarounds, and contractual commitments. Customer's stated urgency may be considered but does not alone determine priority.

6.3 Service Levels. Service levels, if any, apply only when expressly stated in an Order or service schedule. Response targets are not resolution guarantees. Resolution may depend on Customer cooperation, vendor performance, parts availability, third-party outages, internet connectivity, and the nature of the issue.

6.4 After-Hours and Emergency Support. After-hours, holiday, urgent, emergency, or expedited work may be billed separately unless included in an Order. Frozen Lake may decline emergency work where access, authorization, safety, payment, or technical feasibility is not reasonably available.

6.5 Maintenance Windows. Frozen Lake may perform maintenance during scheduled or emergency maintenance windows. Frozen Lake will use commercially reasonable efforts to minimize disruption when practical.

6.6 On-Site Services. On-site work, travel, shipping, parking, lodging, after-hours access, site safety requirements, and dispatch charges are billable unless an Order states otherwise. Customer must provide safe and lawful access to the site.

7. Security Services and Shared Responsibility

7.1 Shared Responsibility. Security is a shared responsibility between Frozen Lake, Customer, Customer's users, and Third-Party Services. Frozen Lake's role is limited to the security services purchased under an Order.

7.2 No Absolute Security. Customer acknowledges that no product or service can guarantee prevention of all cyberattacks, ransomware, phishing, social engineering, unauthorized access, data loss, business email compromise, misconfiguration, insider threats, supply-chain compromise, or vulnerabilities.

7.3 Customer Security Duties. Customer remains responsible for user behavior, password hygiene, multi-factor authentication adoption, approval of security changes, physical security, vendor access, legal compliance, and business decisions regarding risk acceptance.

7.4 Security Events. Frozen Lake may assist with suspected security events within the purchased scope. Incident response, forensic preservation, legal notification, regulatory reporting, insurance claim support, and expert witness work require a separate Order unless expressly included.

7.5 High-Risk Changes. If Customer declines, delays, disables, bypasses, or materially alters recommended security controls, Frozen Lake is not responsible for resulting losses, incidents, downtime, compliance failures, or data loss to the maximum extent permitted by law.

8. Backup, Retention, and Disaster Recovery

8.1 Backup Scope. Backup services apply only to systems, workloads, accounts, data sets, and retention periods expressly included in an Order. New systems, new data locations, cloud services, external drives, personal devices, SaaS platforms, and local-only files may not be backed up unless added to scope.

8.2 Testing. Restore testing is included only if stated in an Order. Successful monitoring of backup jobs does not guarantee that every file, database, application, image, or system state can be restored for every purpose.

8.3 Retention. Data may be deleted, overwritten, archived, or become unavailable after the applicable retention period, upon termination, for non-payment, due to vendor limits, or as otherwise stated in an Order.

8.4 Recovery Objectives. Recovery time objectives, recovery point objectives, high availability, failover, disaster recovery runbooks, and business continuity services apply only if expressly stated in an Order.

9. Third-Party Services, Vendors, and Resale

9.1 Third-Party Terms. Third-Party Services are subject to the applicable vendor's terms, acceptable use policies, privacy terms, service levels, end-of-life policies, licensing rules, warranty terms, data processing terms, and price changes. Customer agrees to comply with those terms.

9.2 Vendor Changes. Vendors may modify features, pricing, support, APIs, storage, security controls, licensing, or availability. Frozen Lake is not responsible for vendor changes, vendor outages, vendor data loss, vendor security incidents, or vendor discontinuation, except to the extent caused by Frozen Lake's breach of this Agreement.

9.3 Procurement. Hardware, software, licenses, subscriptions, circuits, domain names, phone numbers, and other third-party items may be non-cancelable, non-returnable, or subject to vendor restocking, early termination, or transfer fees.

9.4 Administrative Access. Frozen Lake may require delegated, reseller, partner, or administrative access to Third-Party Services. Customer authorizes Frozen Lake to use such access for the limited purpose of providing services.

10. Fees, Payment, Taxes, and Billing

10.1 Fees. Customer will pay the Fees stated in each Order. Recurring Fees are due in advance unless an Order states otherwise. Usage-based, variable, overage, project, emergency, after-hours, procurement, and pass-through charges may be billed in arrears or as incurred.

10.2 Taxes. Fees are exclusive of taxes, duties, regulatory fees, universal service charges, telecommunications charges, payment processing fees, shipping, and similar assessments unless stated otherwise. Customer is responsible for all applicable taxes and charges other than taxes based on Frozen Lake's net income.

10.3 Late Payment. Past-due amounts may accrue late fees or interest at the lesser of 1.5% per month or the maximum amount allowed by law. Customer is responsible for reasonable collection costs, including attorneys' fees, collection agency fees, and court costs, where permitted by law.

10.4 Disputes. Customer must notify Frozen Lake in writing of any good-faith billing dispute within thirty (30) days after invoice date and must pay undisputed amounts when due. Failure to timely dispute an invoice waives the dispute to the maximum extent permitted by law.

10.5 Price Changes. Frozen Lake may change recurring prices, pass-through costs, license costs, vendor costs, usage rates, or service plan rates upon notice, unless an Order provides a fixed term and fixed price. Vendor-imposed increases may be passed through immediately where permitted by the Order.

10.6 Payment Authorization. Customer authorizes Frozen Lake or its payment processor to charge approved payment methods for amounts due. Customer must keep payment information current.

11. Term, Renewal, Suspension, and Termination

11.1 Term. This Agreement begins when Customer accepts an Order, uses services, or otherwise assents to these terms, and continues until terminated as provided herein. Each Order has the term stated in that Order.

11.2 Renewal. Recurring Orders renew for successive periods unless either party gives notice of non-renewal as stated in the Order. If no notice period is stated, either party may terminate a month-to-month recurring Order on thirty (30) days' written notice.

11.3 Termination for Cause. Either party may terminate an Order for material breach if the breach is not cured within thirty (30) days after written notice. Frozen Lake may terminate or suspend immediately for non-payment, unlawful use, abuse, threats, security risk, vendor requirement, or use that may harm Frozen Lake, other customers, vendors, networks, or the public.

11.4 Effect of Termination. Upon termination, Customer must pay all unpaid Fees, non-cancelable commitments, usage charges, early termination fees, procurement charges, and transition assistance charges. Frozen Lake may stop providing services and may remove tools, access, agents, monitoring, licenses, and configurations owned or controlled by Frozen Lake.

11.5 Transition Assistance. At Customer's request and subject to payment of all undisputed amounts, Frozen Lake may provide reasonable transition assistance at then-current rates. Transition assistance does not include disclosure of proprietary tools, internal playbooks, security-sensitive procedures, or trade processes.

11.6 Data Return. Customer is responsible for exporting or requesting return of Customer data before termination and before vendor retention expires. Frozen Lake may be unable to recover data after termination, account closure, vendor deletion, retention expiration, or non-payment suspension.

12. Acceptable Use

Customer and its users may not use services to engage in unlawful, abusive, fraudulent, deceptive, harmful, infringing, obscene, harassing, threatening, or security-compromising activity. Prohibited activity includes spam, malware, credential theft, unauthorized scanning, unauthorized access, denial-of-service activity, copyright infringement, hosting or transmitting illegal content, evading security controls, violating telecommunications rules, or interfering with other users or networks.

Frozen Lake may suspend or limit services as necessary to prevent harm, comply with law, comply with vendor requirements, protect networks, or investigate suspected abuse. Frozen Lake is not liable for losses resulting from a good-faith suspension or limitation under this section.

13. Confidentiality

13.1 Protection. Each party will protect the other party's Confidential Information using at least reasonable care and will use it only to perform or receive services, comply with law, enforce rights, or as otherwise permitted by this Agreement.

13.2 Exceptions. Confidential Information does not include information that is publicly available without breach, already known without restriction, independently developed without use of Confidential Information, or rightfully received from a third party without restriction.

13.3 Required Disclosure. A party may disclose Confidential Information when required by law, subpoena, regulator, court order, vendor security requirement, or legal process, provided it gives reasonable notice where legally permitted.

13.4 Security-Sensitive Information. Frozen Lake is not required to disclose internal security procedures, detection logic, vendor configurations, proprietary tooling, non-public infrastructure details, trade processes, or other information that could reasonably increase security risk or reveal proprietary methods.

14. Data Protection and Privacy

14.1 Customer Data. Customer retains ownership of Customer data. Frozen Lake may access, process, transmit, store, or disclose Customer data as necessary to provide services, support Customer, maintain security, comply with law, enforce rights, or as authorized by Customer.

14.2 Administrative Access. Customer authorizes Frozen Lake personnel, contractors, vendors, and tools to access systems and data as reasonably necessary to provide services. Frozen Lake will use commercially reasonable safeguards appropriate to the services purchased.

14.3 Regulated Data. Customer must notify Frozen Lake in writing before providing or storing regulated data within the Covered Environment if the services require special handling, including protected health information, payment card data, export-controlled data, government data, education records, financial records, or other sensitive regulated data. Additional terms may be required.

14.4 Privacy Laws. Each party will comply with privacy and data protection laws applicable to its role. Frozen Lake does not determine Customer's legal basis for processing, retention schedule, consumer notices, privacy policy, or regulatory obligations unless expressly included in an Order.

14.5 Telemetry and Service Data. Frozen Lake may collect service metadata, logs, alerts, inventory, configuration data, usage data, threat data, diagnostic data, and support records to provide, secure, improve, audit, and document services. Frozen Lake may use aggregated or de-identified data for analytics, benchmarking, security improvement, and service improvement.

15. Intellectual Property and Work Product

15.1 Customer Materials. Customer retains ownership of pre-existing materials, data, trademarks, content, and systems provided by Customer.

15.2 Frozen Lake Materials. Frozen Lake retains ownership of its pre-existing materials, templates, documentation, know-how, methodologies, tools, scripts, software, training materials, internal playbooks, processes, libraries, automation, configurations, and other intellectual property, whether or not used to provide services.

15.3 Deliverables. Unless an Order states otherwise and subject to full payment, Frozen Lake grants Customer a non-exclusive, non-transferable license to use Deliverables for Customer's internal business purposes. Custom ownership terms must be expressly stated in the Order.

15.4 Feedback. Frozen Lake may use suggestions, requests, ideas, and feedback without restriction or obligation, provided Frozen Lake does not disclose Customer Confidential Information.

15.5 Open Source and Third-Party Components. Deliverables may include open-source or third-party components subject to their respective licenses. Customer must comply with those licenses.

16. Warranties and Disclaimers

16.1 Performance Warranty. Frozen Lake will perform services in a professional and workmanlike manner consistent with generally accepted managed services practices for similar providers and services.

16.2 Remedy. Customer's exclusive remedy for breach of the performance warranty is re-performance of the nonconforming service if Customer notifies Frozen Lake within thirty (30) days after the service was performed. If re-performance is not commercially reasonable, Frozen Lake may provide a reasonable credit for the affected service.

16.3 Disclaimer. Except as expressly stated in this Agreement, services and Deliverables are provided "as is" and "as available." Frozen Lake disclaims all implied warranties, including merchantability, fitness for a particular purpose, title, non-infringement, uninterrupted service, error-free operation, complete security, and complete data recovery, to the maximum extent permitted by law.

17. Limitation of Liability

17.1 Excluded Damages. To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, consequential, exemplary, punitive, lost profit, lost revenue, lost goodwill, loss of business opportunity, loss of anticipated savings, business interruption, or loss or corruption of data damages, even if advised of the possibility.

17.2 Liability Cap. To the maximum extent permitted by law, each party's aggregate liability arising out of or relating to this Agreement or any Order will not exceed the amounts paid by Customer to Frozen Lake for the affected services during the three (3) months immediately preceding the event giving rise to liability. For project-based services, the cap will not exceed the Fees paid for the affected project.

17.3 Exceptions. The liability cap does not limit Customer's payment obligations, either party's confidentiality obligations, either party's indemnification obligations, or liability that cannot legally be limited. Any exceptions must be interpreted narrowly.

17.4 Allocation of Risk. The Fees reflect the allocation of risk in this Agreement. Customer may request higher liability limits or special insurance requirements, which may require a separate written agreement and additional Fees.

18. Indemnification

18.1 Customer Indemnity. Customer will defend, indemnify, and hold harmless Frozen Lake and its owners, officers, employees, contractors, agents, vendors, and affiliates from claims, damages, fines, penalties, costs, and expenses arising from Customer data, Customer content, Customer instructions, Customer's breach of this Agreement, Customer's violation of law, Customer's unauthorized or unlawful use of services, or Customer's failure to obtain required rights or approvals.

18.2 Frozen Lake Indemnity. Frozen Lake will defend and indemnify Customer from third-party claims alleging that a Deliverable created by Frozen Lake and used as authorized directly infringes a United States copyright or trademark, except to the extent the claim arises from Customer materials, Customer instructions, modifications not made by Frozen Lake, combination with other items, continued use after notice, open-source components, or Third-Party Services.

18.3 Procedure. The indemnified party must promptly notify the indemnifying party, provide reasonable cooperation, and allow the indemnifying party to control the defense and settlement, provided no settlement may impose liability or admission of fault on the indemnified party without consent.

19. Compliance, Legal, and Professional Boundaries

19.1 No Legal, Tax, or Audit Advice. Frozen Lake provides technology services and may provide technical or administrative assistance relating to compliance. Frozen Lake does not provide legal, tax, accounting, insurance, or audit advice. Customer should consult qualified professionals for those matters.

19.2 Compliance Responsibility. Customer is responsible for determining which laws, regulations, frameworks, contracts, policies, insurance requirements, and industry standards apply to Customer and for approving the controls required for compliance.

19.3 Export and Sanctions. Customer may not use services in violation of export control, sanctions, anti-corruption, anti-money laundering, telecommunications, privacy, or cybersecurity laws.

20. Personnel, Contractors, and Non-Solicitation

20.1 Personnel. Frozen Lake may use employees, contractors, vendors, affiliates, and automated tools to provide services. Frozen Lake remains responsible for services performed by its personnel under this Agreement.

20.2 Non-Solicitation. During the term of an Order and for twelve (12) months thereafter, Customer will not knowingly solicit for employment or contract work any Frozen Lake employee or contractor who materially provided services to Customer, except through general advertisements not targeted at such personnel. If this restriction is unenforceable, the parties agree that a reasonable recruitment fee may be awarded where permitted by law.

20.3 Conduct. Frozen Lake may suspend or terminate services for abusive, threatening, harassing, unsafe, or unlawful conduct by Customer, Customer's users, or Customer's representatives.

21. Force Majeure

Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, labor disputes, war, terrorism, civil unrest, governmental action, epidemic, pandemic, power failure, internet or carrier outage, vendor outage, cyberattack, supply-chain disruption, hardware shortage, fire, flood, or other force majeure event. Payment obligations are not excused for services already provided or commitments already incurred.

22. Notices

Operational notices may be provided through ticketing systems, portals, email, invoices, service dashboards, or other normal business channels. Legal notices must be sent to the notice address or legal contact listed in the applicable Order, on Frozen Lake's website, or otherwise provided in writing by the receiving party. Notices are effective upon receipt, except email notices are effective when sent if no bounce-back or delivery failure is received.

23. Governing Law and Dispute Resolution

23.1 Law. This Agreement is governed by the laws of the State of Georgia, without regard to conflict-of-law rules.

23.2 Venue. The parties consent to exclusive jurisdiction and venue in the state or federal courts located in or serving Atlanta, Georgia, unless applicable law requires a different venue.

23.3 Informal Resolution. Before filing a claim, the parties will attempt in good faith to resolve the dispute through business escalation, except for claims involving non-payment, confidentiality, intellectual property, injunctive relief, abuse, security risk, or unlawful activity.

23.4 Attorneys' Fees. The prevailing party in any action to enforce this Agreement may recover reasonable attorneys' fees and costs where permitted by law.

24. General Terms

24.1 Assignment. Customer may not assign this Agreement or any Order without Frozen Lake's prior written consent. Frozen Lake may assign this Agreement to an affiliate or successor in connection with merger, reorganization, sale of assets, or similar transaction.

24.2 Subcontracting. Frozen Lake may subcontract services but remains responsible for subcontracted work under this Agreement.

24.3 Severability. If any provision is unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.

24.4 No Waiver. Failure to enforce a provision is not a waiver. A waiver must be in writing and applies only to the specific instance stated.

24.5 Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary relationship, or employment relationship.

24.6 Publicity. Frozen Lake may identify Customer as a customer unless Customer objects in writing. Any use of logos, case studies, press releases, or detailed references requires Customer approval.

24.7 Updates. Frozen Lake may update this public Agreement from time to time. Updated terms apply to new Orders and renewals unless an Order states otherwise. Material changes to active recurring services will be communicated through commercially reasonable notice.

24.8 Survival. Provisions that by their nature should survive termination survive, including payment, confidentiality, intellectual property, disclaimers, limitations of liability, indemnification, data return limitations, acceptable use enforcement, governing law, and dispute terms.

24.9 Entire Agreement. This Agreement and applicable Orders constitute the entire agreement between the parties regarding the services and supersede prior or contemporaneous understandings on the same subject.

25. Acceptance

Customer accepts this Agreement by signing or accepting an Order, using services, renewing services, approving work, paying an invoice referencing this Agreement, clicking an online acceptance mechanism, or otherwise indicating assent. The person accepting represents that they have authority to bind Customer.

Service Schedule A: Managed Services Baseline

This schedule applies only when Managed Services are purchased. The Order controls the specific plan, included devices, included users, supported locations, support window, response targets, and included tools.

- Covered services may include remote monitoring, alert triage, endpoint management, patch coordination, helpdesk support, user administration, vendor coordination, documentation, backup monitoring, security tool administration, and periodic business or technical reviews.
- Managed Services do not include unlimited projects, major migrations, new site buildouts, application rewrites, incident response, cabling, hardware replacement, after-hours work, compliance audits, or unsupported systems unless included in the Order.
- Customer must maintain active agents, remote access, supported operating systems, administrative credentials, and approved security controls. Removing or disabling management tools may prevent service delivery and may result in reduced support or additional charges.
- Frozen Lake may standardize supported tools, configurations, and service procedures. Customer-requested deviations may require written risk acceptance and additional Fees.

Service Schedule B: Hosting, DNS, Domains, and Web Services

- Hosting and DNS services are subject to acceptable use requirements, storage, bandwidth, CPU, memory, email sending, security, backup, and vendor limits.
- Customer is responsible for website content, domain ownership accuracy, DNS authorization, intellectual property rights, privacy notices, accessibility obligations, and legal compliance of published material.
- Frozen Lake may suspend hosting or DNS services for abuse, malware, phishing, spam, resource exhaustion, non-payment, security risk, law enforcement request, registrar requirement, or vendor requirement.
- Unless expressly included, website content updates, plugin/theme licensing, custom development, SEO, accessibility remediation, malware cleanup, content moderation, and application-level troubleshooting are billable separately.

Service Schedule C: Voice, Fax, and Communications

- Voice, fax, SMS, messaging, and communications services depend on carriers, internet connectivity, power, endpoint devices, customer network quality, number portability, regulatory requirements, and emergency services limitations.
- Customer is responsible for maintaining accurate emergency service location information, complying with call recording laws, obtaining consent where required, preventing toll fraud, safeguarding credentials, and using communications services lawfully.
- Number porting, carrier changes, regulatory surcharges, taxes, E911 fees, international calling, usage, recordings, storage, and special features may result in additional charges.
- Frozen Lake is not responsible for missed calls, failed emergency calls, carrier outages, blocked calls, caller ID treatment, spam labeling, number reputation, or call quality issues caused by third parties or Customer network conditions, except to the extent caused by Frozen Lake's breach of this Agreement.

Service Schedule D: Cybersecurity and Incident Support

- Security tools and monitoring reduce risk but do not eliminate risk. Customer remains responsible for business decisions, risk acceptance, user behavior, insurance, legal obligations, and final approval of material controls.
- Incident support may include triage, containment assistance, vendor coordination, restoration assistance, and technical recommendations. Formal forensic investigation, breach counsel, notification, regulatory reporting, law enforcement coordination, and litigation support require separate engagement unless included in an Order.
- Customer must promptly report suspected incidents and preserve relevant evidence. Customer should not wipe, rebuild, power off, or modify affected systems without coordination when evidence preservation matters.
- Frozen Lake may take reasonable emergency actions to reduce imminent risk, including isolating systems, disabling accounts, blocking traffic, resetting credentials, or suspending access, where authorized by the Order or reasonably necessary to protect Customer or others.

Service Schedule E: Professional Services and Projects

- Project scope, assumptions, milestones, deliverables, responsibilities, acceptance criteria, and change control should be stated in the applicable statement of work or Order.
- Delays caused by Customer, vendors, missing access, unavailable stakeholders, hardware delays, licensing issues, data quality, unknown existing conditions, or scope changes may affect timelines and Fees.
- Unless a fixed-price Order expressly states otherwise, project work is billed on a time-and-materials basis or by milestone as stated in the Order.
- Customer must review Deliverables promptly. Deliverables are deemed accepted unless Customer provides specific written rejection reasons within ten (10) business days after delivery, or another acceptance period stated in the Order.

Administrative Information

Provider: Frozen Lake LLC

General support and operations contact: support@frzn.us

Website publication note: This document is intended for public customer review. Customer-specific pricing, service levels, tool selections, escalation paths, private infrastructure details, internal workflows, and trade processes should be documented separately in non-public Orders, schedules, or internal procedures.