

Coolset Master Subscription Agreement

This Master Subscription Agreement (“MSA”) is effective as of the effective date of an applicable signed order form (“Order Form” and such date the “Effective Date”) and is by and between Coolset B.V., a company organized under the laws of the Netherlands, with its principal place of business at Egelantiersgracht 572, 1015RR, Amsterdam, Netherlands (“Coolset”), and the customer set forth on the Order Form (“Customer”) (each a “Party” and together the “Parties”). In the event of any inconsistency or conflict between the terms of the MSA and the terms of any Order Form, the terms of the Order Form prevail.

Section 1. Services

1.1 Services. The “Services” mean the products and services that are ordered by Customer from Coolset in an Order Form referencing this MSA. Services exclude any products or services provided by third parties, even if Customer has connected those products or services to the Services. Subject to the terms and conditions of this MSA, Coolset will make the Services available to Customer during the Term.

1.2 Support. Coolset will provide customer support as part of the Services under a fair-use policy. Fair use is defined as the reasonable and non-excessive use of support services.

Section 2. Fees and Payment

2.1. Fees. Customer will pay the fees specified in the Order Form (the “Fees”).

2.2. Payment; Taxes. Customer shall keep a payment method on file with Coolset for payment of Fees. Coolset shall invoice Customer for Fees, either within the Services or directly, within the number of days specified in the Order Form from the Effective Date, the start of the Renewal Term (as defined in the Order Form), or otherwise as specified in the Order Form. Customer shall pay all invoiced Fees (i) charged automatically via the payment method associated with Customer's Coolset account or (ii) if agreed otherwise in writing by both parties, upon receipt of such invoice. In the event of non-payment of Fees by Customer for thirty (30) days after the due date of an invoice, Customer's access to the Services may be immediately suspended and Customer must pay the entire remaining balance of Fees to regain access to the Services. Fees do not include any local, state, or federal taxes or duties of any kind. Fees do not include any applicable taxes, including VAT, duties, or levies of any kind. Coolset will apply VAT to the Fees for services provided to Customers within the Netherlands in accordance with applicable laws. It is the responsibility of the Customer to provide Coolset with a valid VAT identification number at the time of purchase, where applicable. Any such taxes, excluding taxes based on Coolset's income or receipts, will be the responsibility of the Customer.

If the Customer fails to pay within the payment term, they will be in default automatically upon its expiry, without further notice. Statutory interest will accrue on overdue amounts. If the Customer disputes an invoice, they must notify Coolset within the payment term. Payment of the disputed portion will be suspended until Coolset reviews the claim. If the dispute is found unfounded, the Customer must pay the disputed amount within seven (7) days.

In case of late payment, the Customer is liable for statutory interest, legal fees, collection costs, and an administrative fee of €150. The full claim becomes immediately due if the

Customer is declared bankrupt, applies for a moratorium, undergoes asset seizure, or enters liquidation or dissolution.

2.3. Price Changes. Coolset may change prices for the Services from time to time, in its sole discretion. Any price changes will be effective upon the commencement of Customer's next Renewal Term, provided that Coolset shall notify Customer of any such fee increase at least seven (7) days prior to the deadline for Customer to provide notice of non-renewal under this Agreement or the applicable Order Form. If Customer does not provide notice of non-renewal within the time period specified, the price increase will be deemed accepted, and the new fees will apply starting with the next Renewal Term.

2.4. Discounts and Promotional Pricing. Prices specified in the Order Form may include discounts or promotional pricing. These discounts or promotional pricing amounts may be temporary and may expire upon the commencement of a Renewal Term, without additional notice. Coolset reserves the right to discontinue or modify any promotion, sale, or special offer at its sole and reasonable discretion.

2.5 Free Trial Services. If the Customer is granted access to Trial Services, Coolset will make the applicable Trial Services available to the Customer pursuant to this MSA starting from the time that the Customer registers and is approved for such Trial Services until the earlier of: (a) the end of the Trial Services period communicated to the Customer; (b) the start date of any Order Form executed by the Customer for Services in exchange for payment; or (c) termination by Coolset in its sole discretion.

Any Customer Information that the Customer provides or makes available to Coolset during the provision of Trial Services may be permanently deleted, at Coolset's discretion, unless the Customer executes an Order Form for the same Services as those covered by the Trial Services or exports such Customer Information before the end of the Trial Services period.

Notwithstanding the "**Representations, Warranties and Disclaimers**" section and "**Indemnification**" section below, Trial Services are provided "as-is" without any warranty, and Coolset shall have no indemnification obligations or liability of any type with respect to the Trial Services, unless such exclusion of liability is not enforceable under applicable law, in which case Coolset's liability with respect to the Trial Services shall not exceed €1,000.00. Notwithstanding anything to the contrary in the "**Limitation of Liability**" section below, the Customer shall be fully liable under this Agreement to Coolset and its Affiliates for any damages arising out of the Customer's use of the Trial Services, any breach by the Customer of this Agreement, and any of the Customer's indemnification obligations hereunder.

Section 3. Term and Termination

3.1. Term and Renewal. This MSA commences on the Effective Date and will remain in effect through the term specified in the Order Form, and will renew as specified in the Order Form unless otherwise terminated in accordance with this Section (collectively the "Term"). If the Order Form does not specify, the Term will be one year and will automatically renew for successive one-year periods unless Customer provides Coolset with notice of termination at least thirty (30) days prior to the end of the Term (a "Renewal Term").

3.2. Termination for Cause. A Party may terminate this MSA for cause (a) upon notice to the other Party of a material breach if such breach remains uncured after fourteen (14) days

from the date of the breaching Party's receipt of such notice, provided that non-performance due to a Force Majeure Event as defined in Section 3.5 shall not constitute a material breach; (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; or (c) immediately by Coolset if Customer makes one of the Prohibited Uses detailed in the relevant section. Non-payment of Fees by Customer for thirty (30) days after the due date of an invoice, and any violation of the Prohibited Uses clause will be considered material breaches of this MSA.

3.3. Effect of Termination and Survival. Upon termination of an Order Form or this MSA (a) with respect to termination of the entire MSA, all Order Forms will concurrently terminate, (b) Customer will have no further right to use the Services under the terminated or cancelled Order Forms and Coolset will remove Customer's access to the same, and (c) unless otherwise specified in writing, Customer will not be entitled to any refund of fees paid. The following Sections will survive termination: Section 2 (Fees and Payment), Section 4 (Ownership), Section 5 (Confidentiality), Section 7.3 (Disclaimers), Section 8 (Indemnification), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous). Termination of this MSA will not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this MSA.

3.4 Data Retention and Access after Termination. Upon termination, cancellation, or dissolution of this Agreement for any reason, the Customer shall retain access to the Coolset platform for thirty (30) days from the effective date of termination. This access is provided solely to allow the Customer to retrieve its data and does not include support services or additional functionalities beyond data access.

During this 30-day period, the Customer is solely responsible for exporting or downloading its data from the platform. If the Customer fails to export or request a return of its data in writing within this period, Coolset shall be entitled to permanently delete all data stored on behalf of the Customer immediately after the expiration of the 30-day period. Coolset shall have no obligation to retain, provide access to, or return the Customer's data after this time.

Notwithstanding the foregoing, Coolset will retain any data strictly as required to comply with applicable laws and regulations and will handle such data in accordance with prevailing data protection legislation.

3.5 Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, acts of war or terrorism, civil unrest, strikes, government restrictions, pandemics, interruptions in power or telecommunications infrastructure, or delays or failures of third-party suppliers or service providers upon whom the affected Party relies for performance of its obligations (each a "Force Majeure Event").

If a Force Majeure Event occurs, the affected Party shall notify the other Party as soon as reasonably possible and shall use all reasonable efforts to mitigate the effects of the event. The obligations of the affected Party shall be suspended for the duration of the Force Majeure Event.

If the Force Majeure Event prevents performance for more than ninety (90) days, either Party may terminate this Agreement upon written notice to the other, without liability or obligation to pay compensation, except for any obligations accrued prior to the Force Majeure Event.

Section 4. Ownership, License, and Use of the Services

4.1. Ownership. Each Party will retain all rights, title, and interest in any of its patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and/or proprietary rights (“Intellectual Property Rights”). Coolset will retain Intellectual Property Rights in the Services and all components of, or used to provide, the Services or created by the Services or by Coolset in the course of providing the Services (the “Services Information”). Customer will retain Intellectual Property Rights in all information it provides to Coolset as part of this MSA (other than Feedback as described below), including but not limited to in the course of its use of the Services (the “Customer Information”).

4.2 Customer Information. Customer Information refers to any electronic data, information, or content, including data sets, compilations, or aggregations, that the Customer submits to or through the Services or that is collected and processed by or on behalf of the Customer through the use of the Services. The Customer grants Coolset a non-exclusive, worldwide, limited-term, royalty-free license to host, use, copy, transmit, and display Customer Information solely to (i) provide, maintain, and ensure the proper operation of the Services in accordance with this Agreement, (ii) provide insights, recommendations, and analyses to optimize the Customer’s use of the Services and (iii) aggregate and anonymize Customer Information for internal purposes, such as improving and enhancing the Services, developing new features, or generating general statistical insights. Any aggregated or anonymized data will be stripped of identifiable information and treated in compliance with the confidentiality obligations under this Agreement. Except for the limited rights expressly granted herein, Coolset does not acquire any ownership, title, or other rights in or to the Customer Information or its underlying intellectual property under this Agreement.

All use of Customer Information under this Agreement, including for purposes of providing the Services and optimizing their functionality, shall be conducted in compliance with the confidentiality obligations set forth in Section 5 of this Agreement.

4.3. Feedback. Customer may, under this MSA, provide suggestions, enhancement requests, recommendations about the Services, or other feedback to Coolset (the “Feedback”). Customer provides Coolset a fully paid-up, royalty-free, worldwide, transferable, sublicensable (through multiple layers), assignable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services, or otherwise use any Feedback. Coolset also reserves the right to seek intellectual property protection for any features, functionality, or components that may be based on or that were initiated by such Feedback.

4.4. Licenses. Coolset hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right to and license to access and use the Services as set forth in the Order Form, all subject to the terms and conditions of this MSA and the Order Form (if applicable). Customer hereby grants Coolset a non-exclusive, non-transferable, non-sublicensable right and license to use the Customer Information solely to provide the Services to Customer.

4.5. Authorized Users. Customer may designate and provide access to the Services to employees, agents, or authorized contractors (each an “Authorized User”). Customer is responsible for all use and misuse of the Services by Authorized Users and for adherence to all terms of this MSA by any Authorized Users, and references to Customer herein will be deemed to apply to Authorized Users as necessary and applicable. Customer agrees to promptly notify Coolset of any unauthorized access or use of which Customer becomes

aware. Authorized Users are strictly prohibited from sharing their accounts or account passwords and their doing so is a material breach of this MSA by Customer.

4.6. Prohibited Uses. Customer and Authorized Users will not: (a) “frame,” distribute, resell, or permit access to the Services by any third party other than as allowed by the features and functionality of the Services; (b) use the Services in violation of applicable laws; (c) interfere with, disrupt, or gain unauthorized access to the Services; (d) attempt to decompile, disassemble, reverse engineer, discover the underlying source code or structure of, or copy the Services; (e) provide Coolset any Customer Information or Feedback that is unlawful, defamatory, harassing, discriminatory, or infringing of third party intellectual property rights; (f) transfer to the Services or otherwise use on the Services any code, exploit, or undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm or provide unauthorized access to the Services; (g) use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Services; (h) provide access to the Services to an individual associated with a Coolset Competitor; (i) extract information from the Services in furtherance of competing with Coolset; (j) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party; (k) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services; (l) introduce into the Services any software containing a virus, worm, “back door,” Trojan horse or similarly harmful code; or (m) permit any third party to engage in any of the foregoing proscribed acts. A “Coolset Competitor” is any entity that provides the same or similar goods and services to those provided by Coolset, as would be determined by a commercially reasonable individual. Customer will promptly notify Coolset of any violations of the above prohibited uses by an Authorized User or a third party and require such Authorized User or third party to immediately cease any such use. Coolset reserves the right to suspend Customer and/or Authorized User’s access to the Services in the event Coolset suspects Customer or an Authorized User is in breach of this MSA.

Section 5. Confidentiality

As used herein, the “Confidential Information” of a Party (the “Disclosing Party”) means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other Party (the “Receiving Party”) or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Services Information and Customer Information are Confidential Information under this MSA. Except as expressly permitted in this MSA, the Receiving Party will not disclose, duplicate, publish, transfer, or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party’s prior written consent. The Receiving Party will not use the Disclosing Party’s Confidential Information except to perform its obligations under this MSA, such obligations including, in the case of Coolset, to provide the Services. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior written notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (i) is or becomes generally known to the public without the Receiving Party’s breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party’s breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party’s breach of any obligation

owed to the Disclosing Party. If the parties have previously executed a mutual nondisclosure agreement, that agreement will govern confidentiality matters to the extent applicable (the “Separate MNDAs”).

Section 6. Privacy and Security Practices

Coolset operates and handles Customer Information solely as necessary to fulfill its obligations, commitments, and purposes described under this Agreement (“MSA”) and the order form (“Order Form”), and in compliance with the General Data Protection Regulation (GDPR) and according to the privacy policy available at <https://coolset.com/legal/privacy> (the “Privacy Policy”). Coolset’s current trust, security, and data protection practices are set forth at <https://trust.coolset.com> (the “Trust Center”), which details the measures Coolset takes to protect the security, confidentiality, and integrity of Customer Information, among others.

Section 7. Representations, Warranties, and Disclaimers

7.1. Authority. Each Party represents that it has validly entered into this MSA and has the legal power to do so.

7.2. Warranties. Coolset warrants that during an applicable Term (a) its security practices as detailed on the Coolset Trust Center accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Information; and (b) the Services will perform materially in accordance with any applicable documentation provided to Customer. For any breach of a warranty in this section, Customer’s exclusive remedies are those described in Section 3 (Term and Termination) herein.

7.3. Disclaimers. Except as expressly set forth in this Agreement, the Services, including all associated systems and components, are provided “as is” and “as available” at the time of delivery. To the extent permitted by applicable law, Coolset disclaims all warranties or conditions, whether express or implied, including but not limited to any implied warranties of satisfactory quality, fitness for a particular purpose, and non-infringement.

The Customer acknowledges that the Services are tools designed to assist in meeting certain compliance obligations, but that ultimate responsibility for achieving and maintaining compliance remains solely with the Customer. Coolset shall not be liable for compliance-related outcomes or any reliance placed by the Customer on information or advice provided in connection with the Services, unless expressly agreed otherwise in writing.

Coolset does not guarantee that the Services will meet all specific requirements or expectations or that they will operate without interruptions or errors.

Section 8. Indemnification

8.1. Indemnification by Coolset. Coolset will indemnify and hold Customer harmless from any third party claim against Customer arising out of Customer’s use or purchase of the Services as permitted hereunder alleging that such Services infringe or misappropriate a third party’s valid patent, copyright, trademark, or trade secret. Coolset will, at its expense, defend such claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Coolset for such defense, provided that (a) Customer promptly notifies Coolset of the threat or notice

of such claim; (b) Coolset will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Coolset will not settle or compromise any claim that results in liability or admission of any liability by Customer without prior written consent); and (c) Customer fully cooperates with Coolset in connection therewith. If use of a Service by Customer has become, or, in Coolset's opinion, is likely to become, the subject of any such claim, Coolset may, at its option and expense, (i) procure for Customer the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Coolset, terminate this MSA and repay, on a pro-rata basis, any Fees previously paid to Coolset for the corresponding unused portion of the Term for related Services. Coolset will have no liability or obligation under this Section with respect to any claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by Customer; (y) modification of the Services by anyone other than Coolset or its authorized agents or subcontractors; or (z) the combination, operation or use of the Services with other hardware or software where the Services would not otherwise be infringing. The provisions of this Section state the sole, exclusive, and entire liability of Coolset to Customer and constitute Customer's sole remedy with respect to an infringement claim brought by reason of access to or use of a Service by Customer or Authorized Users.

8.2. Indemnification by Customer. Customer will indemnify and hold Coolset harmless against any third party claim arising out of (a) Prohibited Uses in breach of this MSA as set forth above; or (b) alleging that Customer Information infringes or misappropriates a third party's valid patent, copyright, trademark, or trade secret; provided (i) Coolset promptly notifies Customer of the threat or notice of such claim; (ii) Customer will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Customer will not settle or compromise any claim that results in liability or admission of any liability by Coolset without prior written consent); and (iii) Coolset fully cooperates in connection therewith.

Section 9. Limitation of Liability. To the maximum extent permitted by applicable law, neither Party to this MSA, nor their affiliates, officers, directors, employees, agents, service providers, suppliers, or licensors, shall be liable to the other Party for any any lost profits, sales or data (being data lost in the course of transmission via Customer's systems or over the internet through no fault of Coolset), goodwill, business interruption, or for any indirect, incidental, or consequential damages, howsoever arising, in connection with this MSA or the Services, even if such loss or damage was foreseeable or the Party was advised of the possibility thereof.

Coolset's total liability to the Customer arising out of or related to this MSA or the Services shall not exceed the total fees paid by the Customer to Coolset in the twelve (12) months preceding the event giving rise to such liability. Nothing in this MSA shall exclude or limit liability for gross negligence, intentional misconduct, or any liability that cannot lawfully be excluded or limited under applicable law.

The Parties agree that this section reflects a reasonable allocation of risks between them, taking into account the fees paid by the Customer and the nature of the Services. Customer acknowledges that the Services are provided at the agreed fees on the basis that liability is limited as set out in this MSA, and Coolset could not have offered the Services on these terms otherwise.

Section 10. Miscellaneous

10.1. Entire Agreement. This MSA, together with any active Order Forms and any separately agreed confidentiality obligations, constitute the entire agreement between Coolset and Customer and supersede all prior agreements regarding the subject matter hereof.

10.2. Assignment. Either Party may, without the consent of the other Party, assign this MSA to any affiliate or in connection with any merger, change of control, or the sale of all or substantially all of such Party's assets provided that (1) the other Party is provided prior notice of such assignment and (2) any such successor agrees to fulfil its obligations pursuant to this MSA. Subject to the foregoing restrictions, this MSA will be fully binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

10.3. Severability. If any provision in this MSA is held by a court of competent jurisdiction to be unenforceable, such provision will be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this MSA will remain in effect.

10.4. Relationship of the Parties. The Parties are independent contractors. This MSA does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

10.5. Notices. All notices provided by Coolset to Customer under this MSA may be delivered via electronic mail to the email address provided for Customer's primary account owner or by courier with signature for receipt to the contact mailing address provided by Customer on the Order Form. Customer must give notice to Coolset either via electronic mail to Coolset's legal department email address or to the email address of Coolset's primary account owner, as specified in the Order Form, or by courier with signature for receipt to Coolset's address as provided in the introduction of this MSA. Notices sent by electronic mail shall be deemed delivered immediately upon transmission. Notices sent by courier shall be deemed delivered upon receipt as confirmed by the signature.

10.6. Governing Law, Jurisdiction, Venue. This MSA will be governed by the laws of the Netherlands, without reference to conflict of laws principles. Any disputes under this MSA shall be exclusively submitted to the competent court of Amsterdam, the Netherlands. Customer hereby expressly agrees to submit to the exclusive personal jurisdiction and venue of such courts for the purpose of resolving any dispute relating to this MSA or access to or use of the Services by Customer, its agents, or Authorized Users.

10.7. Export Compliance. The Services and other software or components of the Services that Coolset may provide or make available to Customer are subject to the export control and economic sanctions laws of the European Union and the Netherlands. Customer will not access or use the Services if Customer or any Authorized Users are located in any jurisdiction in which the provision of the Services, software, or other components is prohibited under EU or other applicable laws or regulations (a "Prohibited Jurisdiction") and Customer will not provide access to the Services to any government, entity, or individual located in any Prohibited Jurisdiction. Customer represents and warrants that (a) it is not named on any EU government list of persons or entities prohibited from receiving EU exports, or transacting with any EU person; (b) it is not a national of, or a company registered in, any Prohibited Jurisdiction; (c) it will not permit any individuals under its control to access or use the Services in violation of any EU or other applicable export embargoes, prohibitions or restrictions; and (d) it will comply with all applicable laws regarding the transmission of technical data exported from the European Union and the countries in which it and Authorized Users are located.

10.8. Anti-Corruption. Customer represents and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Coolset's employees or agents in connection with this MSA. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly give notice to Coolset.

10.9. Publicity and Marketing. Coolset may use Customer's name, logo, and trademarks solely to identify Customer as a client of Coolset on Coolset's website and other marketing materials and in accordance with Customer's trademark usage guidelines. Coolset may share anonymized and/or aggregated information regarding use of the Services with third parties for marketing purposes to develop and promote Services. Coolset will never disclose anonymized and/or aggregated information to a third party in a manner that would identify Customer or any identifiable individual as the source of the information.

10.10. Amendments. Coolset may amend this MSA from time to time, in which case the new MSA will supersede prior versions. Coolset will notify Customer at least thirty (30) days before the effective date of any such amendment.

If the amendment materially affects the Customer's rights or obligations, the Customer may notify Coolset in writing within thirty (30) days of receiving such notice. Coolset and the Customer shall engage in good faith discussions to address the Customer's concerns. If no agreement is reached, Coolset may choose to keep the existing terms in effect for the Customer. If Coolset does not make this decision, either Party may terminate this MSA effective as of the amendment date, without penalty.

For amendments that do not materially affect the Customer's rights or obligations, the Customer's continued use of the Services following the effective date of such amendment will be deemed acceptance of the new terms.

10.11. Waiver. Coolset's failure to enforce at any time any provision of this MSA does not constitute a waiver of that provision or of any other provision of this MSA.