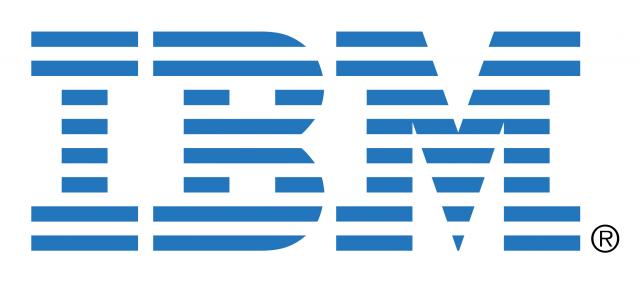
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**12.3**   You do not have the right to assign Your rights or obligations under this Agreement except with the written consent of IBM Spectrum Computing.

**12.4**   No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the party charged therewith. No written waiver shall excuse the performance of any act other than those specifically referred to therein.

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