

- 19.4 Neither party shall transfer, assign, or sublicense its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other party. SAP may assign this Agreement in whole or in part to an affiliate.
- 19.5 During the term of this Agreement and for one (1) year after its termination, SAP and Vendor agree that neither shall directly solicit for employment any staff of the other party who have been directly and substantively involved in performance under this Agreement, provided, however, the foregoing does not prohibit any such staff member from applying for an advertised position with the other party, nor prevent such party from offering employment to such individual after such application.
- 19.6 Nothing in this Agreement shall limit or restrict either party from entering into or continuing any agreement or other arrangement with any other party, whether similar to this Agreement in nature or scope. Moreover, each party shall remain free to provide products and services to any client or prospective client so long as the terms of this Agreement are not violated.
- 19.7 All notices required to be given under this Agreement shall be sent by registered mail to:

Christina Mildenerger / TECHDEV ICC  
SAP Aktiengesellschaft  
Neurottstrasse 16  
D-69190 Walldorf  
Germany

David Eyes  
Vintela, Inc.  
144 Walti Street  
Santa Cruz, CA 95060  
USA

- 19.8 This Agreement shall be governed by and construed under Pennsylvania law. Vendor consents to the jurisdiction of any federal or state court sitting in Delaware County, Pennsylvania for all claims, suits, or actions arising under this Agreement.
- 19.9 All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Vendor.
- 19.10 Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.