

MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT (hereinafter called "Agreement") is made this _____ day of _____ 2002.

BETWEEN

- 1) **SINGAPORE LAND AUTHORITY ("SLA")** of address 8 Shenton Way, #26-01, Temasek Tower, Singapore 068811,
- 2) **INTERGRAPH SYSTEMS SINGAPORE PTE LTD ("Intergraph")** having an office at No. 85 Science Park Drive, #02-01/04, The Cavendish, Singapore Science Park Drive, Singapore 118259,

AND

- 3) **FLYOVER TECHNOLOGIES ISRAEL, LTD ("FlyOver")** with its principal place of business at 3 Nachal Besor St, Ramat Hasharon 47204, Israel

WHEREAS:

- (a) SLA, Intergraph and FlyOver ("the Parties") wish to enter into discussions, negotiations, agreements or other communications regarding the joint collaboration in creating digital map-data products (hereafter referred to as the "Project").
- (b) Each party is willing to disclose Confidential Information (as defined below) to the other on the condition that the use and further disclosure thereof is strictly limited in accordance with the terms and conditions hereinafter set out.

NOW, IT IS HEREBY AGREED AS FOLLOWS:

1. For the purposes of this Agreement, the term "Confidential Information" shall mean any and all information of whatever kind and contained in whatever media disclosed by one party ("the Disclosing Party") to the other party ("the Recipient") including, without limitation, information that is disclosed in writing and/or orally, or obtained visually. Confidential Information shall include, but not be limited to, data, know-how, methods, formulae, procedures, processes, systems, trade secrets, technical knowledge, source codes, algorithms, software programs, technology, inventions, research results, strategies, samples, models, product designs and specifications, marketing and financial data, business outlooks, revenues and pricing policies. Confidential Information shall include any copies or abstracts made thereof. Confidential Information shall also include any information, which can be obtained by examination, testing or analysis of any hardware or any component part thereof provided by the Disclosing Party.


[INTERGRAPH]


[FLYOVER]

.....
[SLA]

MUTUAL NONDISCLOSURE AGREEMENT

2. The parties hereby agree that any Confidential Information disclosed by either party (including its shareholders, directors, representatives, advisors, employees or agents) to the other party during the term of this Agreement:
 - 2.1. is confidential to the Disclosing Party;
 - 2.2. may not be disclosed by the Recipient to any other person, firm, sub-contractor or company including any Affiliated Company as defined hereunder, except to those Affiliated Companies, shareholders, directors, representatives, advisors, employees or agents of the Recipient who need to receive, or be aware of, such information for the purpose of the discussions, negotiations, agreements or other communications relating to the Project and whom the Recipient shall ensure are bound to confidentiality to the same extent as if they were parties to this Agreement. The Recipient shall remain jointly and severally liable for any disclosure by one of its Affiliated Companies shareholders, directors, representatives, advisors, employees or agents which is not in accordance with this Agreement. For the purposes of this Agreement, the term "Affiliated Company" shall mean corporation or business entity directly or indirectly owning or controlling the Recipient, or under the same direct or indirect ownership or control as the Recipient, or directly or indirectly owned or controlled by the Recipient.
 - 2.3. shall be treated by the Recipient with the same standard of care as it accords to its own Confidential Information of the kind, but not less than a reasonable degree of care;
 - 2.4. may not be copied or reproduced by the Recipient without the Disclosing Party's prior written consent;
 - 2.5. may not be used for any purpose whatsoever other than the discussions, negotiations, agreements and other communications relating to the Project;
 - 2.6. shall in the event that the discussions, negotiations, agreements or other communications relating to the Project do not lead to a formal arrangement between the parties remain confidential for all purposes and shall not be disclosed by the Recipient to any other person, firm or company without the prior written consent of the Disclosing Party. In such event, the Recipient shall return all material, including software and documentation provided by the Disclosing Party, including copies thereof, within thirty (30) days of terminating all negotiations and discussions.

MUTUAL NONDISCLOSURE AGREEMENT

3. Clause 2 of this Agreement shall not apply where the Confidential Information disclosed is:
 - 3.1. in the possession of the Recipient at the date of receipt from the Disclosing Party; or
 - 3.2. public knowledge or (otherwise than by reason of any breach by the Recipient) becomes public knowledge; or
 - 3.3. obtained by the Recipient from another person in good faith without breach of a confidentiality obligation owed to the Disclosing Party; or
 - 3.4. independently acquired or developed by the Recipient as a result of work carried out by an employee or contractor to whom no disclosure of the relevant Confidential Information has been made; or
 - 3.5. is required to be disclosed by order of a court or of an administrative or regulatory body, provided that the Disclosing Party is given prompt written notice of such requirement and the scope of such disclosure is limited to the extent possible, as set forth in clause 4 of this Agreement.
 - 3.6. If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the provisions of this Agreement.
4. In case the Recipient is legally compelled to divulge any Confidential Information, the Recipient will give the Disclosing Party prompt notice sufficient to allow the Disclosing Party to seek a protective order or any other appropriate judicial remedy. In the event that such protective order or other judicial remedy is either not sought or not obtained by the Disclosing Party, the Recipient shall furnish only that part of the Confidential information which, pursuant to the written advice conveyed in an attorney's opinion, is legally demanded and the Recipient shall use its best efforts in order to obtain a trustworthy guarantee which states that confidential treatment shall be granted to the Confidential Information.
5. No party shall attempt to reverse engineer, modify, decompile, create other works from, or disassemble any software programs contained in any part or all of the other party's Confidential Information without the prior written consent of the Disclosing Party.
6. Unless expressly stated in writing, this Agreement shall not be construed as granting a license or any rights in respect of any intellectual property right in force and belonging to the Disclosing Party except the limited right to use such Confidential Information in accordance with this Agreement.

Michael *1 1*

MUTUAL NONDISCLOSURE AGREEMENT

7. The Confidential Information disclosed under this Agreement is delivered "AS IS", and the Disclosing Party will, to the best of its capacity, provide Confidential Information that is correct and reliable. The Disclosing Party, however, does not make any representation nor warranty, express or implied, as to the accuracy or completeness of its Confidential Information. The Recipient agrees that it must make its own assessment of the Disclosing Party's Confidential Information and satisfy itself as to the accuracy and completeness of that Confidential Information. In no event shall be the Disclosing Party or any of its representatives be liable for any damages of any kind (including, but not limited to, indirect, special, incidental, consequential and punitive damages and lost profits) arising out of the Recipient's use or evaluation of the Disclosing Party's Confidential Information.
8. Each party acknowledges that Confidential Information exchange will be for the sole purpose of evaluation and/or tests and shall not be used to adversely affect or compete with the business, services, products and corporate practices of either party.
9. Neither party may use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other party.
10. The Parties' obligations under this Agreement shall commence on the date of signature thereof and shall terminate when the project is completed or 30 days upon the receipt of official correspondence from either party.
11. At the written request of the Disclosing Party, the Recipient agrees to promptly return to the Disclosing Party all Confidential Information requested or to destroy, at the Disclosing Party's option, all tangible materials that disclose or embody Confidential Information.
12. The Recipient acknowledges and agrees that any breach by it of any of the terms of this Agreement may result in irreparable and continuing damage to the Disclosing Party for which there may or will be no adequate remedy at law, and that in the event of such breach, the Disclosing Party shall be entitled to apply for injunctive relief, monetary damages and such other and further relief as may be appropriate
13. This Agreement contains the sole and entire agreement between the Parties related to the disclosure of Confidential Information that is the subject of this Agreement.

Notarized *✓* *✓*

MUTUAL NONDISCLOSURE AGREEMENT

14. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver.
15. Neither party may assign this Agreement, or its limited rights or obligations hereunder, to any third party without the prior written consent of the other party. The Parties hereby agree that changes in the corporate control of either of the Parties shall be considered a breach of this Agreement unless three (3) months prior notice of any proposed change in control has been given by the party proposing the change to the other party and that other party has given its written consent to the proposed change.
16. The Parties understand that nothing herein requires either party to proceed with any proposed transaction or relationship in connection with which Confidential Information is disclosed.
17. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
18. The Agreement shall be deemed to be an agreement made in Singapore and shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose and the Parties agree to submit to the jurisdiction of the Singapore Courts of Law.
19. The Parties shall keep the existence, nature and content of this Agreement confidential, together with the fact that discussions are taking place between the Parties.
20. This Agreement does not create any right under the Contracts (Rights of Third Parties) Act, which is enforceable by any person who is not a party to it.

P/S sig



Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.