

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into on this _____ day of _____ 2002.

BETWEEN

- 1) **INTERGRAPH SYSTEMS SINGAPORE PTE LTD** (“Intergraph”) with its principal place of business at 85 Science Park Drive, #02-01/04, The Cavendish, Singapore Science Park, Singapore 118259,
- 2) **FLYOVER TECHNOLOGIES ISRAEL, LTD** (“FlyOver”) with its principal place of business at 3 Nachal Besor St, Ramat Hasharon 47204, Israel

AND

- 3) **SINGAPORE LAND AUTHORITY** (‘SLA’) with its principal place of business at 8 Shenton Way, #26-01, Temasek Tower, Singapore 068811.

WHEREAS

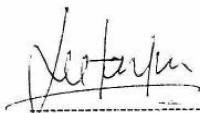
- A) After discussions between the Parties named above, the Parties have now entered into this Memorandum of Understanding (MOU), which outlines the understanding of the Parties in the participation of R&D project for FlyOver and Intergraph, named Visual Touch Map.
- B) The Parties wish to collaborate on the development work in Visual Touch Map, an R & D project of Intergraph and FlyOver by jointly developing a Proof of Concept as stated in Clause 2.5 for market testing purpose (“the Project”)
- C) The parties further wish to collaborate on exploring the possibilities of market penetration of Visual Touch Map, subject to the terms of a Definite License Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:-

1. DEFINITIONS

- 1.1. Unless the context requires otherwise, the following terms shall have the following meanings:

“the Parties” means SLA, FlyOver and Intergraph



[Intergraph]



[FlyOver]

[SLA]

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- “Singapore Digitised Land Data” means SLA’s Street Directory Plus and/or address points acquired or made available by SLA from time to time.
- “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 orally, or obtained visually. Confidential Information shall include, but not be limited to, data, know-how, methods, formulas, 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, 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.
2. The Parties will, from the date of execution of this MOU, negotiate and act in good faith using their best endeavors to enter into a Definitive License Agreement with the following understanding:
- 2.1 SLA will provide the Singapore Digitised Land Data for the R&D project in Visual Touch Map between Intergraph and FlyOver. The data and content provided by SLA will be used by the Parties solely for testing and developing the Proof of Concept as outlined in clause 2.5.
- 2.2 Intergraph will provide the commercial applications, GIS integration and image hosting to the Visual Touch Map project.

N. Anderson

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- 2.3 FlyOver will develop the technology for streaming the data wirelessly via narrow-band and the ability to do a flythrough of the GIS data to the Visual Touch Map project.
- 2.4 All Parties will jointly participate in the technical validation of the Visual Touch Map project if relevant.
- 2.5 In exploring the collaboration on the development work in Visual Touch Map, all parties will jointly develop a Proof of Concept for market testing. In particular,
- i. SLA will supply a sample of its Singapore Digitised Land Data
 - ii. Intergraph will integrate SLA's sample data provided under clause 2.5 (i) above and create a digital image of a map with the data
 - iii. FlyOver will compile such image map and develop a dedicated client plug-in and the compiled image map will be hosted by Intergraph.
- 2.6 SLA will assess the market demand of Visual Touch Map by obtaining feedback on the developed Proof of Concept as stated above in Clause 2.5 with a selected group of identified government agencies and inform the other Parties of the feedback obtained within sixty (60) days from the date of completion of the Proof of Concept. The Parties will, based on the feedback, jointly assess the feasibility of a further collaboration on Visual Touch Map.
- 2.7 Following the collaboration on the development work in Visual Touch Map, the Parties will then explore the possibility of commercial engagement of the project including but not limited to, the business and revenue model, which will be mutually agreed upon and determined in the intended Definite License Agreement for the Visual Touch Map Project.

3. COSTS AND EXPENSES

The Parties will develop the Proof of Concept, whereby the activities stated in Clause 2.5 will be at no cost to the other parties (i.e the Parties will each bear it own respective costs and expenses, if any, incurred in connection with the activities contemplated in clause 2.5 above).

4. CONFIDENTIAL INFORMATION

- 4.1 Any exchange of confidential information between the Parties will be governed by the terms of this MOU and/or of a subsequent separately executed agreement covering non-disclosure of such information

Notarized */* */*

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- 4.2 In pursuing the arrangement envisaged by this MOU, each of the Parties shall receive proprietary and confidential information of the other whether written or oral. Such information shall be kept confidential and shall not be disclosed to third parties except with the prior written permission of the Party to which such information belongs. The Confidential Information shall be used solely for the purpose of assessing whether the transactions contemplated herein should proceed. The obligation to maintain the confidentiality of such proprietary information shall continue in full force and with effect from the date of this MOU, or until it becomes publicly known otherwise than as a result of the breach of the receiving party's obligation hereunder.
- 4.3 If this MOU should be terminated for any reason except for its being superseded by the execution of other agreements relating to the subject matter hereof, within thirty (30) days of such termination, each of the Parties shall return to the other all Confidential Information of such other party, and all copies thereof.

5. GENERAL

- 5.1 This MOU shall come into effect immediately upon signature of the same by each of the Parties and shall continue for a term of sixty (60) days from the date unless superseded by other written and executed agreements relating to the subject matter hereof or terminated earlier by agreement of any Party.
- 5.2 No binding agreement between the Parties with respect to the matters specified in clause 2 of this MOU shall arise unless and until the Parties execute further formal agreements.
- 5.3 The relationship between the Parties shall be limited to carrying out the above activities stated in clause 2.5 so that nothing in the MOU will constitute either of them agent for or partners of the other.
- 5.4 This MOU shall supersede any and all other agreements (either oral or written, entered into between the Parties hereto. Each party to this MOU acknowledges that no other representations, inducements, promises or agreements, orally or otherwise, which have been made by any Party or anyone acting on behalf of any Party, and that no other agreement, statement or promise not contained in this MOU shall be valid or binding. Any variation of this MOU will be effective only if it is in writing, signed by the Party to be charged.

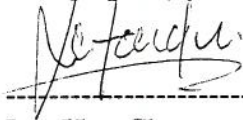
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- 5.5 Upon termination, the obligations of all Parties, hereunder, if any shall terminate immediately save that the obligations set out in clause 4 above and that in the Mutual Non-Disclosure Agreement signed on the _____ day of _____ 2002, shall continue in full force and effect.
- 5.6 In the event of any dispute or disagreement between the Parties in relation to this MOU, the Parties shall in good faith use their best endeavors to resolve the dispute or disagreement, then such dispute or disagreement shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference to this Clause.
- 5.7. This MOU shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 5.8. This MOU is personal to the Parties and all rights and/or obligations hereunder may not be assigned or transferred by any Party.

Signed for and on behalf of:
Intergraph Systems Singapore Pte Ltd Representative:



Lee Hon Chuan
General Manager



1/4/2002

Company Stamp and Date.

Signed for and on behalf of:
FlyOver Technologies Israel LTD Representative:



Isaac Levanon
Chairman and CEO

FLYOVER TECHNOLOGIES LTD.
51-3019810 י"ר

April 1, 2002

Company Stamp and Date.

Signed for and on behalf of:
Singapore Land Authority Representative:

Mr. Tan Kee Yong
Chief Executive



Company Stamp and Date.

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