

MapQuest, Inc
1730 Blake St, Ste 310
Denver, CO 80202
Phone: 303.312.0200
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FACSIMILE TRANSMITTAL

TO: ISAAC Levanon FAX #: 972097464573

FROM: Toni (FOR Austin)
Klahn DATE: 7-21-05

RE: _____ #PAGES 5
(Including cover page)

Urgent For Review Please Comment Please Reply Please Recycle

* * * * *

COMMENTS: Per instructions FROM Austin:

Please Fedex two (2) original
Signed Copies OF the attached
Non-disclosure Agreement to
ME (Toni Little, MAPQuest, 1730
Blake St, Ste 310, Denver CO 80202.
I will have Tommy Sign and send
one signed copy back to you
and one copy to our legal dept.

Thank you.
Toni

MAPQUEST.



3DVUI, LTD.
R&D Center
26a Levi Eshkol St.
Raanana 43703
Israel
Tel: +972-54-905-818
Fax: +972-9-746-4573

Fax

To: Christian Dwyer	From: Isaac Levanon
Fax: 303 486 4001	Pages: 5 including cover
Phone:	Date: Tuesday, December 13, 2005
Re: Mutual NDA	CC:

Christian,
See attached NDA
Best regards,
Isaac

Effective Date: 15 July '05

In order to induce the parties hereto to disclose certain Confidential Information (as described below) and to protect such Confidential Information, MapQuest.com, Inc., a Delaware corporation ("MapQuest") and 3DVU Israel (2000) Ltd., incorporated under the laws of Israel, (the "Company") hereby agree as follows:

1. **Disclosing Party:** MapQuest and the Company are sometimes referred to herein separately as a "Party" and together as the "Parties." The Party disclosing Confidential Information is sometimes referred to herein as "Discloser" and the Party in receipt of such Confidential Information is sometimes referred to herein as "Recipient."

2. **Primary Representative:** Each Party's representative for coordinating disclosure or receipt of Confidential Information is: (i) MapQuest: Austin E Klahn, CTO, 1730 Blake St., Suite 310, Denver, CO; and (ii) the Company: Isaac Levanon, Chairman & CEO, 3DVU Ltd., 26a Levi Eshkol St., Raanana, 43703, Israel.

3. **Description of Confidential Information:** For purposes of this Agreement, "Confidential Information" means the information described in this paragraph 3 which is disclosed during the Disclosure Period (as defined below): (a) when the Discloser is the Company: software, software designs and technology, product designs and plans; or (b) when Discloser is MapQuest: product designs and plans. Information disclosed in a form other than a tangible form, shall be treated as Confidential Information if it is designated as confidential or proprietary by Discloser prior to its disclosure and followed within fifteen (15) business days thereafter by a

memorandum from Discloser summarizing the Confidential Information in writing, marking it "Confidential" and delivering such memorandum to Recipient.

4. **Use of Confidential Information:** Recipient shall make use of the Confidential Information for the purpose of discussing and evaluating a possible business relationship between the Parties (the "Transaction"), described more fully as follows: Potential Licensing and use of the Company's Software by MapQuest.

5. **Confidentiality Period:** This Agreement and Recipient's duty to hold Confidential Information in confidence shall expire three (3) year after the end of the Disclosure Period (as defined below).

6. **Disclosure Period:** This Agreement pertains to Confidential Information that is disclosed during the period commencing with the Effective Date and ending on the earliest of (i) termination of dealings between the Parties and delivery of written notice thereof by either Party specifically referencing this Agreement, (ii) a definitive agreement is entered into between the Parties hereto which then governs the treatment of confidential information disclosed thereafter, or (iii) six (6) months after the Effective Date (the "Disclosure Period").

7. **Standard of Care:** Recipient shall protect the Confidential Information received hereunder from disclosure to any person, firm, corporation or other third party (except to Recipient's employees, consultants, corporate affiliates and representatives who have a need to know) by using the same degree of care that it uses to prevent the unauthorized disclosure of its own confidential information of a like nature, but in no event less than a

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MAPQUEST NDA

reasonable degree of care. With respect to MapQuest, "corporate affiliates" shall mean MapQuest's parent company America Online, Inc. ("AOL"), AOL's wholly owned subsidiary companies and AOL's parent company Time Warner Inc.

8. Exclusions: This Agreement imposes no obligation upon Recipient with respect to information that: (i) was in Recipient's possession before receipt from Discloser; (ii) is or becomes a matter of public knowledge through no fault of Recipient; (iii) is rightfully received by Recipient from a third party without a duty of confidentiality; (iv) is incidentally retained in the unaided memories of persons who have had access to Confidential Information (including, without limitation, ideas, concepts, know-how or techniques); (v) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (vi) is independently developed by Recipient; (vii) is disclosed under operation of law, except that Recipient will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed; or (viii) is disclosed by Recipient with Discloser's prior written approval. Notwithstanding any restrictions on use of Confidential Information contained in this Agreement, but subject to applicable proprietary rights of Discloser, each party shall be free to use the Residuals (as defined below) from Confidential Information and any ideas and/or concepts contained therein for any lawful purpose. For purposes of this Agreement, "Residuals" shall mean information in intangible form which may be incidentally retained in unaided memories of persons who have had access to Confidential Information in accordance with this Agreement.

9. Warranty: Each Discloser warrants that it has the right to make the disclosures under this Agreement. **NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS".**

10. Other Business Activities: (a) Discloser agrees that Recipient may currently or in the future acquire information, either independently developed or legally received from third parties, which may be similar to the Confidential Information. Nothing in this Agreement will be construed as a representation that Recipient does not or will not have such independently developed or legally received information.

(b) Nothing in this Agreement will be construed as a representation or agreement to restrict assignment or reassignment of Recipient's employees, or in any manner to affect or limit either Party's present and future business activities of any nature, including business activities which could be competitive with Discloser. Each Party acknowledges that the Party is currently discussing transactions similar to the Transaction with other parties, including competitors of the other Party. This Agreement imposes no obligation on either Party to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products. This Agreement does not create any agency or partnership relationship. This Agreement does not require either Party to make any payment of any kind to the other Party, nor does it bind the parties to enter into any further agreement or arrangement with Recipient.

(c) Nothing in this Agreement will be construed as a representation or agreement that Recipient will not develop or have

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developed for its products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that Recipient does not violate any of its obligations under this Agreement in connection with such development.

(d) Nothing contained in the Agreement shall be construed as implying any commitment or agreement by either Party to make any investment in the other Party or in any business of the other Party or to enter into any other business arrangement of any nature whatsoever with the other Party.

11. Ownership and Other Rights: (a) Neither Party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the intended use set forth herein.

(b) This Agreement does not impair Recipient's right to contest the validity or defend against infringement of any patent, trademark or copyright that may have been or may hereafter be obtained based on the Confidential Information. If Discloser believes Recipient to be infringing such patent, trademark or copyright, Discloser's sole remedy shall be enforcement under the applicable patent, trademark and copyright laws.

(c) Nothing in this Agreement deprives Recipient of the ownership rights to any independently developed or received information, including, without limitation, the rights to disclose, use, transfer or license such information.

(d) The Parties agree, to the maximum extent permitted by law, not to (or to permit others): (i) decipher, reverse engineer, de-compile, disassemble, or otherwise attempt to derive software provided the other party, (ii) create derivative works based on such software or any part thereof, (iii) develop methods to

enable unauthorized parties to use the software, (iv) develop any other product using any Confidential Information, or (v) remove any identification, copyright or other notices, unless agreed otherwise by the parties.

12. Return of Confidential Information: Recipient will, at its option, return or destroy all tangible material embodying Confidential Information (in any form or medium) at any such time as Discloser may so request.

13. Nonwaiver: Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

14. Miscellaneous: (a) Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed; (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. In the case of MapQuest, such notice will be provided to both the Vice President for MapQuest Business at the MapQuest address specified in paragraph 2 above and the Deputy General Counsel, located at America Online, Inc., 22000 AOL Way, Dulles, VA 20186. In the case of the Company, such notice will be provided to both Isaac Levanon, Chairman and CEO

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