



LICENSE AND SERVICES AGREEMENT

THIS LICENSE AND SERVICES AGREEMENT ("Agreement") is entered into as of the 29 day of August, 2005 ("Effective Date") by and between 3DVU Israel (2000) Ltd. – formerly known as FlyOver Technologies Israel, Ltd. ("3DVU") an Israeli corporation having its principal place of business at 26a Levi Eshkol St., Raanana 43703 and DAEWOO PRECISION INDUSTRIES CO., LTD. ("Customer"), a South Korean corporation having its principal place of business at 5 Songjeong-ri, Cheolma-myeon, Gijang-gun, Busan, the Republic of Korea.

Whereas, 3DVU is an enabling technology platform provider for streaming of aerial or satellite referenced imagery or maps for wired or wireless location applications and services, mobile commerce and advanced wireless and Internet products, services and in car navigation systems (the "3DVU Technology"); and

Whereas, Customer has been engaged in the development, manufacture and sale of navigation systems for automotive vehicles (the "Customer's System")

Now, Therefore, in consideration for the mutual promises set out below, the parties hereby agree as follows:

1. **Development Services.** 3DVU shall provide Customer with development services for the porting of the 3DVU Technology into the Customer's System (the "Ported 3DVU Technology") in two phases, set out in Section 2 below, according to the specifications and functionality set out in and attached hereto as Exhibit A, subject to the limited license granted to the 3DVU Technology, set out in Section 3 below, and Customer's payment of the fees, set out in Section 4 below (collectively, the "Project").
2. **Phases of Development.** The Project shall be divided into two phases, as follows:
 - 2.1 Phase 1 is estimated to take place over a four (4) month period (September to January, 2005) and shall comprise the porting, integration, testing and delivery of a prototype of the Ported 3DVU Technology; and
 - 2.2 Phase 2 is estimated to take place over a six (6) month period (February to June, 2006) and shall comprise the integration and field-testing of the prototype of the Ported 3DVU Technology, prior to the manufacture of the Ported 3DVU Technology for commercial use in South Korea ("Territory"). In the event Customer chooses not to proceed or continue with Phase 2, Customer shall notify 3DVU in writing, in which case such notice shall be deemed to be a notice of termination of this Agreement (unless otherwise agreed by the parties in writing), subject to Section 4.2 below.

For the avoidance of doubt, prior to commercial use of the Ported 3DVU Technology, the parties shall enter into a separate license, under which Customer shall be entitled to sublicense the Ported 3DVU Technology for commercial purposes.

3. **License to 3DVU Technology; Ownership Rights**
 - 3.1 3DVU hereby grants to Customer a non-exclusive, non-transferable license to use the Ported 3DVU Technology solely for the purposes of evaluation and demonstration within the Territory throughout the term of this Agreement. Customer shall not sublicense or distribute the Ported 3DVU Technology to third parties without the prior

written consent of 3DVU under a separate licensing agreement. Nothing in this Agreement shall be interpreted to grant, transfer, assign or set over any right, title, interest or ownership to or interest in the Ported 3DVU Technology or any intellectual property rights therein. Customer shall not reverse engineer, decompile or otherwise attempt to derive the source code of the software contained within the Ported 3DVU Software.

- 3.2 3DVU shall retain all right, title and interest in and to, and/or derived from, any modification or development of the Ported 3DVU Technology, and any demonstration version thereof, delivered to Customer hereunder, subject to the license grant described above. In addition, all training, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other useful information given to Customer by 3DVU in the course of performing development services hereunder are the property of 3DVU and are licensed to Customer under the same terms as set out in Section 3.1 above.
4. **Fees.** Customer shall pay 3DVU fees for the services rendered to Customer under this Agreement as follows:
 - 4.1 The fees payable for the development services provided during Phase 1 shall be US \$90,000, payable in two installments -
 - (a) US \$50,000 within a month from the first receipt of KORIL fund;
 - (b) US \$40,000 payable not later then November 1st 2005.
 - 4.2 The fees payable for the development services provided during Phase 2 shall be US \$90,000, payable in two installments -
 - (a) US \$40,000 payable not later then February 1st 2006; and
 - (b) US \$50,000 not later then April 1st 2006.
 - 4.3 In addition to the development fees set out above, Customer shall pay 3DVU at the rate of US \$2,500 for each 1GB (or each fraction thereof even if an entire 1GB is not used) of image compilation to the 3DVU format required as a result of the image(s) supplied by Customer, payable upon 3DVU's receipt of such image(s) from Customer estimated to be about June / July 2005. For the avoidance of doubt, if Customer's image requires 1.25 GB of image compilation to the 3DVU format, Customer shall pay 3DVU \$5,000 upon Customer's submission of such image to 3DVU, no later than the last payment described in 4.2 (b).
 - 4.4 In case 3DVU technical staff and/or management will be requested by the Customer to assist the Customer at its facility or any location outside Israel, the Customer will arrange and pay in full for any and all expenses including but not limited to all flight (limited to Business Class) and reasonable accommodation and food for the duration of 3DVU technical staff and/or management stay for the purpose described above.
5. **Obligations of Customer.**
 - 5.1 Customer will provide to 3DVU all necessary tools, hardware, software, documentation

to: compiler, debugger and emulator. Both Customer and 3DVU will negotiate in good faith to specify such tools.

- 5.2 Customer shall furnish all reasonably necessary technical information at the times 3DVU requires. Customer shall perform the obligations as are set forth in Exhibit A. If 3DVU requires any other technical support from Customer, Customer will use reasonable efforts to provide such support.
- 5.3 Customer shall appoint an individual to act as the primary contact between Customer and 3DVU. This individual shall be the focal point for Customer resources, information, and timely decisions regarding the services to be provided by 3DVU.

6. Confidentiality of Information and No Solicitation.

- 6.1 All information received from either party, which relates to such party's nonpublic business strategy, identity of customers, technical data, and software or hardware designs, specifications, or configurations shall be considered confidential. Information of either party, which is clearly marked "confidential", shall be considered confidential. Each party shall not disclose the other party's confidential information to anyone but employees and agents who are working on the applicable project contemplated under this Agreement and who are under an obligation of confidentiality, and shall not use such confidential information for any other purpose than the Project without a written agreement.
- 6.2 Neither party shall have any obligation with respect to information previously and legally in the possession of or independently developed by such party, generally available to the public through no fault or breach by such party, disclosed to such party by a third party having no obligation of confidentiality with respect thereto, approved in writing by the disclosing party to be disclosed prior to a disclosure to a third party or otherwise disclosed to the public through no fault of such party.
- 6.3 During the Term of this Agreement and for a period of thirty-six (36) months following the expiration or termination thereof for any reason, neither Party shall solicit to hire or to employ any of the other Party's employees.

7. Disclaimer and Limitations on Liability.

Customer acknowledges that 3DVU is providing the deliverables "as is". 3DVU makes no guarantees, representations or warranties with respect to the deliverables, express or implied arising by law or otherwise, including but not limited to effectiveness, completeness, accuracy or fitness for a particular purpose. Without limiting the foregoing, 3DVU expressly disclaims any implied warranties of merchantability and fitness for a particular purpose and any warranty of non-infringement. 3DVU shall not be liable for any claim, demand or action, irrespective of the nature of the cause thereof or for any loss, injury or damages, direct or indirect, including without limitation, amounts representing loss of revenues or profit, loss of business or contracts, personal injury, product liability, property damage or indirect, consequential or punitive damages arising out of the parties use, processing or evaluation of the deliverables.

8. Independent Contractor Status.

3DVU shall perform this Agreement as an independent contractor, not as an employee of Customer. Nothing in this Agreement is intended to create or imply the existence of a partnership, joint venture, or agency relationship between Customer and 3DVU.



9. Terms and Termination.

This Agreement shall become effective as from the Effective Date and shall continue to be in full force and effect for one (1) year thereafter unless earlier terminated as expressly provided in this Agreement.

In the event of a material breach of this agreement, the non-breaching party may terminate this Agreement at any time by written notice if another Party: (a) is in material breach of its obligations hereunder and fails to cure such breach within thirty (30) days from the other party's notice, or (b) becomes insolvent or files or has filed against it a petition under bankruptcy or insolvency law, makes an assignment for the benefit of creditors or takes any similar action under applicable bankruptcy or insolvency laws. This Agreement shall automatically terminate upon 3DVU's completion of the services hereunder and Customer's payment of all moneys due to 3DVU.

The provisions of Sections 6, 7, 8 and 10 set forth in this Agreement shall survive any termination or expiration of this Agreement.

10. Assignment Rights.

The Customer shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of 3DVU, and any assignment by the Customer not consistent with this Section 10 shall be void. 3DVU shall have the sole right to assign all its rights and obligation under this Agreement.

11. General.

All notices and demands shall be made in writing and delivered to the other party at the respective address set forth above or as modified from time to time in writing. This Agreement shall be governed by the laws of California in the United State of America, excluding choice of law principles. Any disputes with respect to this Agreement shall be settled through binding arbitration conducted in Los Angeles, CA by a single arbitrator chosen in accordance with the rules of the International Chamber of Commerce. All arbitration proceedings and records shall be in English. Except for Customer's obligation to pay 3DVU for services performed, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. This Agreement is the entire understanding of the parties with respect to the subject matter hereof and may only be amended or modified by a writing signed by an authorized representative of each party. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals by their duly authorized officers or representatives as of the date below.

DAEWOO PRECISION LTD. - *Customer*

3DVU Israel (2000) Ltd.

Authorized Signature



Authorized Signature

Yong-Gu Kim / CEO
Printed Name/ Title

Isaac Levanon / Chairman & CEO
Printed Name/ Title

August 29th, 2005

August 29th, 2005



EXHIBIT A

System Definition

Hardware

CPU	Motorola MPC 5200
Memory allocated to 3DVU operation	Minimum of 8Mb
Graphic chipset	Fujitsu Coral P
Storage device	DVD
Space allocated to 3DVU on storage device	Enough to compile selected imagery
Screen resolution	480 X 234

Software

Operating System	QNX 6.3.x
Graphic chipset interface with 3DVU	GDC

Functionality – [Customer to provide]

1. Toggle switch between full screen display of Customer's 3D map and 3DVU's Visual Map™
2. Switch between display options with the same criteria: -
 - 2.1 XY position (where on the screen)
 - 2.2 Orientation (North heading)
 - 2.3 Angle of view
 - 2.4 Height
3. Tracking the XY on the image - creating motion tracking of the vehicle on the Visual Map™
4. Streaming Visual Map on Customer's system

Deliverables

5. Compiled and customized FLJ, GEO and other related data files
6. Compiled and customized LIB file

Estimated timetable

	Aug. 05	Sep. 05	Oct. 05	Nov. 05	Dec. 05	Jan. 06	Feb. 06	Mar. 06	Apr. 06	May 06	Jun. 06
Documents & Contract	->										
Development Environment Preparations	-->										
Prototyping		---	---	---	-->						
Pre-Production						----	---	-->			
Production									---	---	->
Image compilation							---	->			

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