

AMENDMENT to LICENSE AGREEMENT

THIS AMENDMENT to LICENSE AGREEMENT (this "Amendment") is made this 24th day of November, 2015, by and between the **MARYLAND ECONOMIC DEVELOPMENT CORPORATION**, a body corporate and politic and a public instrumentality of the State of Maryland, (the "Licensor") and the United States, through the **NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY**, a bureau of the U. S. Department of Commerce (the "Licensee").

Recitals

WHEREAS, on February 21st, 2012, Montgomery County, Maryland and the State of Maryland and the Licensee entered into a Memorandum of Understanding which intended to establish the National Cybersecurity Center of Excellence ("NCCoE") as a public-private collaboration for accelerating the widespread adoption of integrated cybersecurity tools and technologies;

WHEREAS, the NCCoE's initial operations, carried out at facilities located on the campus of the University of Maryland at Shady Grove, in Rockville, Maryland, have affirmed the viability of public-private collaboration models, which have brought together experts from industry, government and academia to build and demonstrate integrated cybersecurity solutions that are cost-effective, repeatable and scalable;

WHEREAS, it is envisioned that the NCCoE will serve as a national resource to integrate commercially available technologies to build practical cybersecurity solutions that can be applied to industry sector cyber challenges and create a pre-competitive environment for public and private sector organizations to work together to develop cybersecurity solutions, and create an environment where new cybersecurity technologies and applications can be identified, tested, and refined;

WHEREAS, important objectives of the NCCoE include engaging a spectrum of technology and industry partners to accelerate the transfer and availability of solutions to the marketplace, and creating an effective access point for government-developed cybersecurity technologies and applications to be made available for licensing and co-development by the private sector;

WHEREAS, on February 4th, 2014, the Licensee, the Maryland Department of Business & Economic Development ("DBED"), and Montgomery County, Maryland, through its Department of Economic Development ("DED"), enter into a Partnership Intermediary Agreement ("PIA"), pursuant to Section 3715 of Title 15 of the United States Code;

WHEREAS, the PIA stated that an important aspect of the NCCoE's activities will be engagement with small business firms as well as institutions of higher learning and educational institutions, and recognized the need for expanded facilities operations services to increase the likelihood of success in the conduct of cooperative NCCoE activities with small business firms,

institutions of higher learning and educational institutions, as well as with other NCCoE partners, which may include other Federal agencies;

WHEREAS, Licensee has developed a Program Of Requirements ("POR") for a facility to meet the needs of the NCCoE during its development and maturation;

WHEREAS, DBED and DED have identified the William Hanna Center for Innovation at Shady Grove (previously known as the Shady Grove Innovation Center and as the Maryland Technology Development Center) as the location for providing laboratory, office, conference, and collaboration facilities, in accordance with the POR and with additional design input from Licensee, for the expanded NCCoE;

WHEREAS, the PIA anticipated a license agreement outlining specific terms and conditions for the NCCoE occupancy of the Building including, but not limited to, NCCoE's responsibility for providing payments for utility costs, licensee services and other operational elements;

WHEREAS, the Licensor and Licensee entered into a License Agreement, dated January 14th, 2015, for that certain facility located at 9700 Great Seneca Highway, Rockville, MD 20850 ("Building");

WHEREAS, the Licensor and Licensee do hereby desire to amend the License Agreement in order to add language to Exhibit C thereof;

NOW, THEREFORE, the Licensor and Licensee, in consideration of their respective rights, duties and obligations hereinafter set forth and for other good and valuable consideration, do hereby mutually agree as follows:

1. Section 7 of Exhibit C to the License Agreement is hereby amended to include Office Furniture.

2. All other terms and conditions set forth in the License Agreement are hereby affirmed as in full force and effect.


IN WITNESS WHEREOF Licensor and Licensee have executed this Licensee's Certification as of the 24th day of November, 2015.

WITNESS:

LICENSOR:

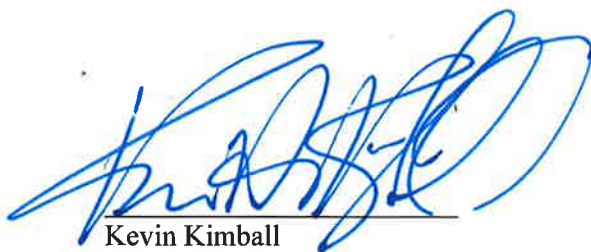
**MARYLAND ECONOMIC DEVELOPMENT
CORPORATION**



John Genakos
Associate Director

By:  (SEAL)
Name: Robert Brennan
Title: Executive Director

LICENSEE:

**NATIONAL INSTITUTE OF STANDARDS
AND TECHNOLOGY**


Kevin Kimball
Chief of Staff

 (SEAL)
Mary Saunders
Associate Director for Management Resources