

LICENSE AGREEMENT

between

MARYLAND ECONOMIC DEVELOPMENT CORPORATION
(Licensor)

and

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
(Licensee)

9700 Great Seneca Highway
Rockville, Maryland 20850
(Address)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “License”) is made this 14th day of January, 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 Licensors and Licensee do hereby desire to set forth the specific terms and conditions of the anticipated and abovementioned license agreement;

NOW, THEREFORE, the Licensors 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:

WITNESSETH, that for good and valuable consideration, Licensors hereby licenses to Licensee, and Licensee hereby licenses from Licensors, the entire building containing approximately sixty-one thousand six hundred twenty-eight (61,628) gross square feet of space located at 9700 Great Seneca Highway, Rockville, Maryland 20850 (the "**Building**"), which Building together with the real property on which it is located and all of the associated parking, roads, sidewalks, utility lines, open space areas, landscaping, certain furnishings, fixtures, equipment, and machinery, and improvements necessary or useful for the foregoing, are hereinafter referred to collectively as the "**Premises**" or the "**Property**", all upon the terms and conditions hereinafter set forth. This License is subject to any conditions, restrictions, covenants, agreements, limitations, encumbrances, and easements appearing of record now existing, or that may hereafter exist, zoning ordinances and regulations now existing, or that may hereafter exist during the Initial Term and Renewal Terms (as defined below), and any easements for public utilities heretofore granted or reserved.

ARTICLE I - TERM

Section 1.1. **Initial Term**. This License shall be for an initial term (the "**Initial Term**") of ten (10) years, which Initial Term shall begin on the earlier of (a) the date on which Licensors tenders possession of the Premises to Licensee, or (b) the date Licensee occupies and begins operating in the Premises in accordance with the use permitted under this License (the "**Commencement Date**"). The Initial Term shall expire, if not earlier terminated

or renewed as provided herein, on that date (the "Expiration Date") immediately preceding the tenth (10th) anniversary of the Commencement Date (as such term is defined in Section 2.1 hereof). In the event that Licensee enters into occupancy of the Premises prior to the Commencement Date for the purpose of constructing improvements or installing fixtures or wiring therein (and without conducting business therein), then all terms of this License shall apply to such occupancy.

Section 1.2. Renewal Term. Licensee shall have the option to renew this License for two (2) separate additional terms of five (5) years each (each, a "Renewal Term"). Each Renewal Term shall commence on the first (1st) day after the last day of the Initial Term or then existing Renewal Term, as the case may be. Licensee's right to exercise its option to renew this License for a Renewal Term shall be subject to the following conditions: (a) Licensee shall give Licenser written notice of its election to exercise its renewal option ("Renewal Notice") not less than twelve (12) months and not more than eighteen (18) months prior to the expiration of the then existing Initial Term or Renewal Term, as the case may be ("Notice Period"); (b) no default or Event of Default (as defined in Section 11.1 below) shall exist either prior to the time the Renewal Notice is delivered to Licenser or at the commencement of such Renewal Term, and (c) all other terms and provisions of this License shall remain in full force and effect during each Renewal Term, except that the term of this License during each Renewal Term shall be for a period of five (5) years.

Section 1.3 Confirmation. Licenser shall, within thirty (30) days after receipt of a written request from Licensee following the Commencement Date, confirm to Licensee in writing the actual dates of the Commencement Date and the Expiration Date for such Term.

Section 1.4 Surrender. Licensee shall at the expiration of the Term or any earlier termination of this License (a) promptly surrender to Licenser possession of the Premises, in good order and repair (ordinary wear and tear excepted) and broom clean. The Licenser shall have no right to require the Licensee to restore the Premises upon termination of the License. At its sole option, the Licensee may abandon property in the Building following expiration of the License, in which case said property will become the property of the Licenser, and the Licensee will be relieved of any liability in connection therewith.

Section 1.5 Holding Over. If Licensee continues to occupy the Premises beyond the Expiration Date or any earlier termination of this License, such occupancy shall be subject to all of the same terms and conditions as are contained in this License.

ARTICLE II OPERATING

Section 2.1 Tenant Equipment and Improvements. Licensee shall purchase and install the equipment set forth in Exhibit C ("Tenant Equipment") attached hereto and incorporated herein. Licensee shall fund the improvements to the Building set forth in Exhibit D ("Tenant Improvements") attached hereto and incorporated herein.

Section 2.2 Licenser's Operating Expenses. Except as otherwise stated herein, Licenser shall maintain the Building and all structural components of the Building in a state

of tenantable repair during the term of the License. Licensor shall maintain the outside areas of the Property, including the paved parking, roads, sidewalks, and landscaping, and provide for snow removal.

Section 2.3. Licensee's Operating Expenses. Licensee shall provide, at its sole expense, janitorial and all other cleaning services for the Building; refuse and trash removal from the Building; and costs incurred under all maintenance and service agreements for the interior of the Building, including but not limited to energy management services, window cleaning, pest control, lighting systems, fire detection, access control and security systems for the Building; and, where reasonably required, replacement of signage. Licensee agrees to pay all water, electric, gas, sewer, and other utility charges (utilities shall be charged directly to Licensee) related to its use of the Building.

Section 2.4. Security. Installation of Licensee's physical security system and audio visual systems for the Building will be paid by Licensee and the installation coordinated between the Licensor and the Licensee.

Section 2.5 Licensee's Certification. Licensee shall, at the request of Licensor, execute and deliver to Licensor within five (5) days of receipt of a request, a written instrument in the form of Exhibit B attached hereto ("**Licensee's Certification**"), which shall be an addendum to this License setting forth (a) the precise dates of the Commencement Date and the Expiration Date, and (b) certifying that Licensee is in possession of the Premises and has no claims, defenses, offsets or counterclaims against Licensor, or specifying each such claim, defense, offset or counterclaim.

ARTICLE III USE OF PREMISES

Section 3.1 Use. Licensee shall use the Premises solely to house Licensee's National Cybersecurity Center of Excellence ("NCCoE") program and economic development activities (such as an accelerator or testing facility or use case lab participants) associated with the development of cybersecurity and information technology.

Section 3.2 Laws. Licensee shall comply with any and all federal, state and local laws, ordinances and regulations, applicable to the Licensee and its use of the Premises.

Section 3.3 Acceptance. Licensee shall for all purposes of this License be deemed to have accepted the Premises upon assuming occupancy thereof and to have acknowledged the Premises to be in the condition required hereunder. Licensor does not warrant the fitness of the Premises for any particular purpose. Licensor shall have no responsibility to obtain any licenses, approvals and/or permits with respect to Licensee's use or occupancy of the Premises.

Section 3.4 Licensee's Alterations. Licensee shall not make any alteration, addition or improvement to the Premises, whether structural or nonstructural and including any signs or other items which may be visible from the exterior of the Premises, without Licensor's prior written consent, which will not be unreasonably withheld. Licensee shall provide such drawings, plans and specifications as are requested by Licensor in reviewing any such proposed

improvements, additions or alterations. In making any alteration, addition or improvement to the Premises, Licensee shall use materials equal or exceeding in quality and kind of the original construction, as certified by an architect designated by Licensor. All such alterations, additions and improvements shall (a) be performed in a good and workmanlike manner, (b) comply in all respects with any and all applicable federal, state and local laws, ordinances and regulations, statutes and regulations promulgated thereunder, and (c) be performed in accordance with the drawings, plans and specifications approved by Licensor.

3.5 Fixtures. At its sole option, the Licensee may abandon improvements, repairs, alterations or other property installed by Licensee in the Premises following expiration or termination by either Party of the License, in which case the property will become the property of the Licensor and the Licensee will be relieved of any liability in connection therewith.

ARTICLE IV -MAINTENANCE AND SERVICES

Section 4.1 Building Services. Licensor shall maintain and service the heating and air-conditioning to the Premises for the comfortable use and occupancy of the Premises. Licensee shall obtain and maintain (a) water, sewer, gas, electrical and other utility services suitable for the use of the Premises, (b) janitorial service for the Building, and (c) trash removal for the Building. Licensee shall pay all costs for electricity, gas, water and other utility services supplied to or consumed in connection with Licensee's use and operation of the Premises, and such payment shall be made under agreements separate from this License.

Section 4.2 24-Hour Access. Licensee, its employees and invitees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year. Licensee may restrict access to the Building in such manner reasonably determined by Licensee.

Section 4.3 Maintenance. Licensor shall furnish, supply and maintain in good order and repair the roof and other structural portions of the interior and exterior of the Building including the Building's roof, floors (but not any floor coverings), exterior walls and interior structural elements (horizontal and vertical beams). Licensor shall maintain, clean and repair the HVAC and electrical distribution systems serving the Premises. Licensor shall provide for regularly scheduled maintenance and servicing of the Premises. Notwithstanding the above, Licensee shall be solely responsible for the service, maintenance, repair and replacement of Tenant Equipment listed in Exhibit C.

Section 4.4 Repairs. Licensee shall give Licensor prompt written notice of the need for any repair to the foregoing and, in the case of an emergency repair, oral notice (in which case Licensee shall send Licensor written confirmation of such need for an emergency repair after oral notice has been provided).

Section 4.5 Interruption. Licensor shall have no liability to Licensee on account of any failure, modification or interruption of electricity, water or other utility or HVAC or other service or interruption in access or service to the Premises, unless Licensor is directly responsible for

causing the disruption or interruption of said utility services. If necessary, Licensor shall cooperate with Licensee's efforts to provide for the resumption of such service or access. In addition, Licensor shall not be liable to Licensee for any disruption to Licensee's business which occurs as a result of any repairs, replacements, improvements or alterations that take place within the Building performed by Licensee or its authorized representatives.

Section 4.6 Right of Entry. Subject to NIST's security requirements and procedures, Licensor and its agents and contractors shall be entitled to enter the Premises at any time (a) to inspect the Premises, (b) to exhibit the Premises to any existing or prospective purchaser, licensee or mortgagee thereof, or (c) to make any alteration, improvement or repair to the structure of the Building, all provided that Licensor shall: (i) give Licensee at least twenty-four (24) hours' prior notice of its intention to enter the Premises (unless doing so is impractical or unreasonable because of an emergency), and (ii) use reasonable efforts to avoid interfering with Licensee's use and enjoyment thereof.

Section 4.7 Parking. Licensee shall have full use of all of the available parking on the Premises.

Section 4.8 Signage. Except as otherwise herein provided, Licensee agrees that no sign, advertisement, display or notice shall be inscribed, painted or affixed by or on behalf of Licensee on any part of the exterior of the Building, without Licensor's prior written approval as to quality, design, size, color, appearance and location, which approval shall not be unreasonably withheld or delayed.

ARTICLE V CASUALTIES

Section 5.1 General. If the Premises are damaged by fire or other casualty during the Term, then the following shall apply:

(a) Licensor, to the extent of insurance proceeds available to perform such, shall restore the Building with reasonable promptness, taking into account the time required by Licensor to effect a settlement with, and to procure any insurance proceeds from, any insurer against such casualty. Licensor may temporarily enter and possess any or all of the Premises for such purpose. In the event of a casualty during the Term, Licensee shall be solely responsible for the restoration, repair and/or replacement of Tenant Equipment set forth in Exhibit C and any additional equipment installed or set within the Premises or Property by Licensee..

(b) The times for commencement and completion of any such restoration shall be extended for the period of any delay arising due to Force Majeure causes beyond Licensor's control. If Licensor undertakes to restore the Premises, but such restoration cannot be accomplished within twelve (12) months after the date of casualty, as determined by estimate of Licensor upon such casualty, then Licensee may terminate this License by giving written notice thereof to Licensor within thirty (30) days after receipt of such estimate from Licensor.

Section 5.2 Substantial Destruction. Anything contained in the foregoing provisions of this section to the contrary notwithstanding, if during the Term the Building is so damaged by

fire or other casualty that (i) the Building is rendered substantially unfit for occupancy, as reasonably determined by Licensor, or (ii) the Building is damaged to the extent that Licensor elects to demolish the Building, or if any mortgagee or lender requires that any or all of the insurance proceeds issued on account thereof be used to retire any or all of the debt secured by its mortgage, then in any such case Licensor may elect to terminate this License by giving written notice thereof to Licensee within ninety (90) days after the date of such casualty. The notice must specify the cancellation date, which shall be at least thirty (30) days after the date notice is given.

ARTICLE VI - CONDEMNATION

Section 6.1 Right to Award. If any or all of the Premises are taken by the exercise of any power of eminent domain or are conveyed to or at the direction of any governmental entity under a threat of any such taking (each of which a "Condemnation"), Licensor shall be entitled to collect from the condemning authority thereunder the entire amount of any award or consideration for such conveyance, without deduction therefrom for any leasehold or other estate held by Licensee under this License. Licensor shall be entitled to conduct any condemnation proceeding and any settlement connected therewith free of interference from Licensee, and Licensee hereby waives any right which it has to participate therein.

Section 6.2 Effect of Condemnation. If (a) all of the Building is covered by a Condemnation, or (b) any part of the Building is covered by a Condemnation and the remainder is insufficient for the reasonable operation of Licensee's business, or (c) any of the Building is covered by a Condemnation and, in Licensor's reasonable opinion, it would be impractical to restore the remainder thereof, then, in any such event, the Initial Term or Renewal Term in effect shall terminate on the date on which possession of the Property covered by such Condemnation is taken by the condemning authority thereunder, and all charges payable hereunder shall be apportioned and paid to such date. If there is a Condemnation and the Initial Term or Renewal Term does not terminate pursuant to the foregoing provisions of this subsection, the operation and effect of this License shall be unaffected by such Condemnation.

Section 6.3 Interruption. If there is a Condemnation, Licensor shall have no liability to Licensee on account of any (a) interruption of Licensee's business upon the Premises, (b) diminution in Licensee's ability to use the Premises, or (c) other injury or damage sustained by Licensee as a result of such Condemnation.

ARTICLE VII - ASSIGNMENT/SUBLETTING

Section 7.1 Actions Covered. Any assignment by Licensee of this License or its rights hereunder, any sublicensing of the Premises and any license, or other transfer of any part of the Premises or any of Licensee's interests therein or under this License shall all be referred to hereinafter as a "Transfer."

Section 7.2 Restrictions or Transfers.

(a) Transferee. Licensee shall not Transfer this License or the Premises without first obtaining Licensor's prior written consent thereto. In the event that Licensee proposes any Transfer, Licensee shall notify Licensor in writing at least one hundred and twenty days (120) days prior notice before the date on which the Transfer is to be effective and, as included with such notice, furnish Licensor with (i) the name of the entity receiving such Transfer (the "Transferee"), (ii) a detailed description of the business of the Transferee, (iii) all written agreements governing the Transfer, and (iv) any other information reasonably requested by Licensor with respect to the Transfer and the Transferee. Licensor shall respond to Licensee's request for approval or disapproval of the Transfer within twenty (20) days after Licensor receives the request and all documents and information required above. If the Transferee will use the Premises for substantially the same purpose as the Licensee, then Licensor's consent shall not be unreasonably withheld. If the Transferee will not use the Premises for substantially the same purpose as the Licensee, then consent to such Transfer shall be at Licensor's sole and unfettered discretion.

Section 7.3 Liability to Licensor. , No Transfer of any kind, regardless of whether or not Licensor's consent thereto is required hereunder, shall serve to relieve or release Licensee in any way from full and direct liability for the timely performance of all of Licensee's duties and obligations under this License.

Section 7.4 Licensor's Transfers. Licensor shall have the unrestricted right to assign or Transfer its interest in this License to purchasers of the Building, to holders of mortgages or deeds of trust on the Building, or to any other party, in which event Licensor shall be released from all duties, obligations and liabilities arising hereunder after the assignment or Transfer becomes effective and the Licensee shall have the option to terminate the License.

ARTICLE VIII- INSURANCE/INDEMNIFICATION

Section 8.1 Licensee's Insurance. Licensee shall act as a self-insured entity under this License.

Section 8.2 Contractor Insurance. Licensee shall require its contractors that perform services at the Building, to procure and maintain, at their expenses and throughout the Term, the following insurance:

(b) Commercial General Liability insurance which (i) insures against claims for bodily injury, personal injury, advertising injury and property damage arising from the use, occupancy or maintenance of the Premises or any other portion of the Property by Licensee or any of its agents, employees, contractors, invitees and licensees, (ii) has limits of not less than (A) One Million Dollars (\$1,000,000) per occurrence, (B) Two Million Dollars (\$2,000,000) general aggregate per location, which minimum limits may be increased if recommended by Licensor's consultants, (iii) includes blanket contractual liability and broad form property damage liability coverage, and (iv) contains a standard separation of insureds provision;

(c) Business auto liability insurance which insures against bodily injury and property damage claims arising out of ownership, use or maintenance of any auto with a combined single limit per accident of not less than One Million Dollars (\$1,000,000);

(d) Worker's compensation in statutory limits and employer's liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each accident, Five Hundred Thousand Dollars (\$500,000) for each employee for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000) policy limit for bodily injury by disease;

Each liability insurance policy described above (except employer's liability policies) shall name Licensor, Licensor's property manager, if any, Montgomery County of Maryland and any Mortgagees, all as additional insureds thereunder. All such policies shall (i) be issued by insurers licensed to do business in the state in which the Property is located, (ii) be issued by insurers with a current rating of "A-" "VIII" or better in Best's Insurance Reports, (iii) be primary without right of contribution from any of Licensor's insurance, (iv) be written on an occurrence (and not claims-made) basis, and (v) be uncancellable without at least thirty (30) days' prior written notice to Licensor and any mortgagee.

Section 8.3 Licensor's Insurance. Licensor shall maintain or cause to be maintained insurance coverage in accordance with the customary insurance practices of owners of similar real estate assets.

Section 8.4 Indemnification. Licensee is self-insured. It agrees to promptly consider and adjudicate any and all claims which may arise out of use of the Licensor's Premises by Licensee or duly authorized representatives or contractors of Licensee and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. 2671 et. seq. or other such legal authority as may be pertinent. Licensee also agrees to consider and adjudicate any claims for damage or injury sustained by Licensee personnel in the performance of their official duties while on the Licensor's Premises. Such adjudication will be made pursuant to the Federal Employees' Compensation Act, 5 U.S.C. 8101 et seq., or other such legal authority as may be appropriate.

ARTICLE IX - MORTGAGE LENDERS

Section 9.1 GSAR Estoppel Certificate. Licensee shall from time to time, within seven (7) days after request by Licensor or any Mortgagee, execute, acknowledge and deliver to Licensor (or, at Licensor's request, to any existing or prospective purchaser, assignee or Mortgagee) a written certification (a) that this License is unmodified and in full force and effect (or, if there has been any modification, stating the nature of such modification), (b) as to the dates to which charges arising hereunder have been paid, (c) as to the amount of any credit due to Licensee hereunder, (d) that Licensee has accepted possession of the Premises and all improvements thereto are as required hereunder, and the date on which each Term commenced, (e) as to whether, to the best knowledge, information and belief of Licensee, Licensor or Licensee is then in default in performing any of its obligations hereunder (and, if so, specifying the nature of each such default), and (f) as to any other fact or condition reasonably requested by Licensor or such other party. Any such certificate may state that it may be relied upon by Licensor and any such other party to whom the certificate is directed.

Section 9.2 Statement of the License.

(a) The Licensee will, within thirty (30) days next following the receipt of a written request from Licensors or Mortgagee execute and deliver to Licensors a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the License is in full force and effect; and (2) the date to which charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the License file as of the date of issuance;

(2) That the Licensee shall not be held liable because of any defect in or condition of the Premises or Building;

(3) That the Licensee does not warrant or represent that the Premises or Building comply with applicable Federal, State and local law; and (4) That the Licensors, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local government officials.

Section 9.3 Subordination, Nondisturbance and Attornment

(a) Licensors warrants that it holds such title to or other interest in the Premises and other property as is necessary to the Licensee's access to the Premises and full use and enjoyment thereof in accordance with the provisions of this License. Licensee agrees, in consideration of the warranties and conditions set forth in this clause, that this License is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this License. Licensee agrees, however, within twenty (20) business days next following its receipt of a written demand, to execute such instruments as Licensors may reasonably request to evidence further the subordination of this License to any existing or future mortgage, deed of trust or other security interest pertaining to the Premises, and to any water, sewer or access easement necessary or desirable to serve the Premises or adjoining property owned in whole or in part by Licensors if such easement does not interfere with the full enjoyment of any right granted the Licensee under this License.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Licensee under this License so long as the Licensee is not in default under this License. Licensors will include in any future mortgage, deed of trust or other security instrument to which this License becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Licensee warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Licensee promptly upon demand.

(c) In the event of any sale of the Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Licensee will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Licensee under this License, so as to establish direct privity of estate and contract between Licensee and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the License had initially been entered into between such purchasers or transferees and the Licensee; provided, further, that the Licensee and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this License, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Licensee's rights as a sovereign.

ARTICLE X - ENVIRONMENTAL COVENANTS

Section 10.1 Prohibitions. Licensee shall comply with federal, state and local laws, and regulations, pertaining to the environment that are applicable to Licensee's activities on the Premises. Licensee agrees to comply with applicable laws and regulations for the handling, storage, and disposal of hazardous materials. Licensee, its employees, invitees, representatives and contractors shall not use, manufacture, release, store or dispose of on, under or about the Premises any explosives, flammable substances, radioactive materials, asbestos in any form, paint containing lead, materials containing urea formaldehyde, polychlorinated biphenyls, or any other hazardous, toxic or dangerous substances, wastes or materials, whether having such characteristics in fact or defined as such under federal, state or local laws or regulations and any amendments thereto (all such materials and substances being hereinafter referred to as "Hazardous Materials") without the prior consent of the Licensor, provided that Licensee may store products which are of a type customarily found in offices (such as toner for copiers and the like) in a safe and lawful manner and without contaminating the Premises or the environment.

Section 10.2 Inspection. Licensor, in addition to its other rights under this License and subject to Licensee's security requirements and procedures, may enter upon the Premises at any time for the purposes of inspecting to determine whether the Premises or the environment have become contaminated with Hazardous Materials. In the event Licensor discovers the existence of any such Hazardous Materials, due to fault or other act of Licensee or its representatives, employees and invitees, Licensor may request Licensee undertake, at Licensee's expense, such inspection, sampling and analysis.

ARTICLE XI - DEFAULT AND REMEDIES

Section 11.1. Defaults by Licensee. As used in the provisions of this License, each of the following events shall constitute, and is hereinafter referred to as, an "Event of Default":

(a) If Licensee fails to (i) pay any other sum which it is obligated to pay by any provision of this License, when and as due and payable hereunder, or (ii) perform any of its other obligations under the provisions of this License; or

(b) If Licensee fails to assume possession of and occupy the Premises within fifteen (15) days after the Commencement Date, or if thereafter Licensee vacates or abandons the Premises for more than five (5) continuous days.

Section 11.2. Remedies. Upon the occurrence of any Event of Default, Licenser may terminate the License and seek remedies as appropriate.

Section 11.3. Waiver of Jury Trial. All parties hereto, both Licenser and Licensee as principals and any guarantors, hereby release and waive any and all rights provided by law to a trial by jury in any court or other legal proceeding initiated to enforce the terms of this License, involving any such parties, or connected in any other manner with this License.

ARTICLE XII - RULES AND REGULATIONS

Section 12.1. Licenser's Rules. Licenser shall have the right to propose and, with agreement of the Licensee, subsequently modify, from time to time reasonable rules and regulations (hereinafter referred to as the "Rules and Regulations") governing their use and enjoyment of the Building and the remainder of the Property. Licensee and its employees and invitees shall comply with such Rules and Regulations. A copy of the Rules and Regulations in effect on the date hereof is attached hereto as Exhibit E.

ARTICLE XIII - QUIET ENJOYMENT

Section 13.1. Covenant. Licenser hereby covenants that Licensee, performing the covenants set forth herein, shall peaceably and quietly hold and enjoy throughout the Term the Premises and such rights as Licensee may hold hereunder with respect to the remainder of the Property.

ARTICLE XIV - NOTICES

Section 14.1. Notices. Every notice, request, consent, approval or other communication (hereafter in this subsection collectively referred to as "notices" and singly referred to as a "notice") which Licenser or Licensee is required or permitted to give to the other pursuant to this License shall be in writing and shall be delivered personally or by overnight courier service, if to Licenser, at Licenser's Notice Address, or if to Licensee, at Licensee's Notice Address, or at any other address designated by either party by notice to the other party pursuant to this subsection. Any notice delivered to a party's designated address by (a) personal delivery or (b) recognized overnight national courier service, shall be deemed to have been received by such party at the time the notice is delivered to such party's designated address or delivery is refused.

Confirmation by the courier (or confirmation by the courier of the refusal to accept delivery) delivering any notice given pursuant to this subsection shall be conclusive evidence of receipt of such notice. Licensor and Licensee each agrees that it will not refuse or reject delivery of any notice given hereunder and that any notice rejected or refused by it shall be deemed for all purposes of this License to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the courier service.

- (a) Licensor's notice address shall be:
Maryland Economic Development Corporation
300 East Lombard Street
Suite 1000
Baltimore, MD 21202
Attn: Robert C. Brennan, Executive Director

with a copy to:
Gallagher Evelius & Jones, LLP
218 North Charles Street, Suite 400
Baltimore, MD 21201
Attn: Saul E. Gilstein, Esq.

- (b) Licensee's notice address shall be:
National Institute of Standards and Technology
100 Bureau Drive, M/S 1000
Gaithersburg, MD 20899
Attn: Mary Saunders, Associate Director for Management Resources

with a copy to:
U.S. Department of Commerce
Office of the General Counsel
1401 Constitution Avenue, NW
Washington, DC 20230
Attn: Lynn W. Flanagan, Chief

ARTICLE XV - GENERAL

Section 15.1. Entire Agreement. This License represents the entire agreement between the parties hereto as to the subject matter hereof and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same.

Section 15.2. Amendment. This License may be amended by and only by a written instrument executed and delivered by each party hereto.

Section 15.3. Applicable Law. This License shall be given effect and construed by application of Federal law; and in the absence of applicable Federal law, the law of the State of Maryland. However, nothing in this License may be deemed or construed to imply a waiver of the Licensee's rights as a sovereign.

Section 15.4. Waiver. Licensor shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing, and no delay or omission by Licensor in exercising any such right shall be deemed to be a waiver

of its future exercise. No such waiver as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance or any other such right.

Section 15.5. Time of Essence. Time shall be of the essence of this License.

Section 15.6. Headings. The headings of the articles, subsections, paragraphs and subparagraphs hereof are provided herein only for convenience of reference and shall not be considered in construing their contents.

Section 15.7. Severability. No determination by any court, governmental body or otherwise that any provision of this License or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of any other such provision or such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

Section 15.8. Successors and Assigns. This License shall be fully binding upon the parties hereto and each of their respective successors and assigns.

Section 15.9. Commissions. Each party hereto hereby represents and warrants to the other that in connection with the licensing of the Premises hereunder, the party so representing and warranting has not dealt with any real estate broker, agent or finder.

Section 15.10. Recordation. This License may not be recorded among the land records or among any other public records, without Licensor's prior written consent.

Section 15.11. Perpetuities. If the rule against perpetuities would invalidate this License or any portion hereof, or would limit the time during which this License shall be effective, due to the potential failure of an interest in property created herein to vest within a particular time, then notwithstanding anything to the contrary herein, each such interest in property must vest, if at all, before the passing of twenty-one (21) years from the date of this License, or this License shall become null and void upon the expiration of such twenty-one (21) year period and the parties shall have no further liability hereunder.

Section 15.12. Liability Limitation. Licensee acknowledges, agrees and accepts that any obligation of Licensor hereunder is solely on a limited recourse basis and that Licensor has no taxing power. Notwithstanding anything to the contrary contained in this License Agreement or in any other agreement or contract executed and delivered by Licensor in connection with the Property, neither this License Agreement nor any such other contract or agreement shall (a) constitute a debt of the State of Maryland or any political subdivision, agency or instrumentality thereof other than Licensor, (b) constitute a debt to which the faith and credit or taxing power of the State of Maryland or any political subdivision, agency or instrumentality thereof is pledged, or (c) obligate the State of Maryland or any political subdivision, agency or instrumentality thereof to make any appropriation for payment. Licensee agrees that it shall not have any recourse against the officers, directors or employees of Licensor, and that the officers, directors and employees of Licensor shall not be personally

liable for, or have any personal obligation in any respect for, any claim based on or in respect of any liability of Licensor for the performance of any covenant, agreement, obligation, term or condition contained in this License Agreement. Licensee further agrees that, for payment hereunder or for the performance of any other covenant, agreement, obligation, term or condition contained in this License Agreement, Licensee shall have recourse solely and exclusively against Licensor's interest in the Property, including revenues from the Property available for such use. Licensee further agrees that for payment hereunder or for the performance of any other covenant, agreement, obligation, term or condition contained in this License Agreement, Licensee shall have no recourse against any other assets, properties or funds of Licensor or the State of Maryland or any political subdivision, agency or instrumentality thereof, and that in no event shall Licensor be obligated to use any of its other assets, properties or funds to make any payment or discharge any covenant, agreement, term or condition under this License Agreement. Licensee further agrees that, other than as stated herein, it shall have no recourse against Licensor and shall not seek to assert any claim or to enforce any award or judgment against Licensor for any liability or other obligation of Licensee in connection with this License Agreement or the transactions contemplated by this License Agreement, whether such claim, award, judgment, liability or obligation be asserted or based in contract or in tort or otherwise. This provision shall survive the termination or expiration of this License Agreement.

Section 15.13. Authority. Licensee, as well as any entities and/or individuals executing this License on behalf of Licensee, represent and warrant to Licensor that the execution, delivery and performance of this License have been duly authorized by all required corporate, partnership or other action on the part of Licensee, and this License constitutes the valid and binding obligation of Licensee enforceable against Licensee in accordance with its terms.


Section 15.14. Exhibits. Each exhibit, addendum or other attachment hereto is hereby made a part of this License having the full force of all other provisions herein.

IN WITNESS WHEREOF, each party hereto has executed this License under seal on the day and year written first above.

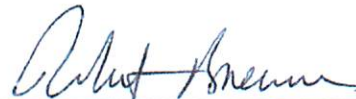
WITNESS:

LICENSOR:

MARYLAND ECONOMIC DEVELOPMENT
CORPORATION



John Genokor

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

LICENSEE:

NATIONAL INSTITUTE OF STANDARDS
AND TECHNOLOGY



KEVIN A. KIMBRELL


By:  (SEAL)
Name: Mary H. Saunders
Title: Associate Director for
Management Resources

EXHIBIT A

FLOOR PLAN OF PREMISES

EXHIBIT B

LICENSEE'S CERTIFICATION

WHEREAS the **MARYLAND ECONOMIC DEVELOPMENT CORPORATION** ("**Licensor**") and the **NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY** ("**Licensee**") are parties to that certain License Agreement dated _____, 2014 (the "**License**") the entire building containing sixty-one thousand six hundred twenty-eight (61,628) gross square feet of space located at 9700 Great Seneca Highway, Rockville, Maryland 20850 and commonly known as the "Shady Grove Innovation Center" (the "**Building**"); and

WHEREAS, the License has commenced and Licensor and Licensee are executing this Licensee's Certification to confirm certain facts regarding the License.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. All capitalized terms used herein shall have the same meaning ascribed to such terms in the License, unless otherwise indicated.
2. Licensor and Licensee do hereby declare that:
 - (a) the Commencement Date is _____; and
 - (b) the Expiration Date is _____.
3. Licensor and Licensee further agree that the rentable square footage of the Premises is sixty-one thousand six hundred twenty-eight (61,628).
4. The License is in full force and effect as of the date hereof.
5. Licensee is in possession of the Premises and, as of the date hereof, Licensee has no claims, defenses, offsets or counterclaims against Licensor under the License except:
_____.

[Signature Page Follows]

IN WITNESS WHEREOF Licensor and Licensee have executed this Licensee's
Certification as of the _____ day of _____, 201_.

WITNESS:

LICENSOR:

**MARYLAND ECONOMIC DEVELOPMENT
CORPORATION**

By: _____(SEAL)

Name: _____

Title: _____

LICENSEE:

**NATIONAL INSTITUTE OF STANDARDS
AND TECHNOLOGY**

By: _____(SEAL)

Name: _____

Title: _____

EXHIBIT C

TENANT EQUIPMENT

1. Security System

Electronic, safety & security
card readers
cameras
conduit
wire
equipment

2. Other Electrical Systems

AV System
In ceiling projector screen 133"
projector
8 channel wireless microphone mixer
wireless microphone with stand
tripod mounted speakers
50"TV with Wall Mount
Conference Room Speakers
wireless web cam
microphones for tables
polycom system
conduit
wiring
head end equipment

3. Specialties/Fittings

Interior Signage

4. Central Plant Equipment

Computer Room Cooling Units

5. High Tension Service & Distribution

30 KVA UPS
PDU

6. Misc Equipment

Kitchen Appliances

7. Furnishing

Reception Desk

EXHIBIT D

TENANT IMPROVEMENTS

1. Distribution System

HVAC Piping
refrigerant supply and return piping
ductwork
ductwork spiral- 15%
ductwork linings/insulation
Micro- Bacterial coating
duct accessories
diffusers/grilles/HVAC Accessories

2. High Tension Service & Distribution

Electrical Demo
re-tighten existing main service wiring
distribution/sub panels
transformer
CB, motor starters, surge protection
100 amp buss
200 amp buss
new single meter
DC Power rectifier
Feeders/conduit

3. Low Tension Service & Distribution

power devices
duplex receptacle
duplex receptacle- ceiling mount
duplex receptacle GFI
duplex receptacle- ceiling mount twist lock
duplex receptacle in access flooring
duplex receptacle/telecom- in access flooring
power/data floor mounted
connection for motorized blackout shades
switch
projector screen connection
quad receptacle
2x2 utility panel floor
special purpose outlet- ceiling mtd- twist lock
power/data pole
power/data at column

power devices not shown

4. General Purpose Lighting

interior lighting
2x2 light fixture
4' strip light
LED Downlight
utility light
specialty lighting
lighting controls

5. Branch Wiring (lighting & power)

conduit, power
wire, power
conduit, lighting
wire, lighting

6. Communications

combination tele/data outlet
combination tele/data ceiling mounted
4" conduit sleeve
cable tray
conduit with pull string

7. Interior Doors

Doors
Single Door
Double door
1-1/2" Door
Single exterior door
double exterior door
Frame HM- single
Frame HM- 1-1/2
Frame HM Double
Hardware
Install Hardware

8. Partitions

Interior Glazing
Interior Storefront
Replacing Glazing with existing frame

9. Floor Finishes

- carpet tile
- carpet tile on raised floor
- carpet tile- anti static
- ceramic tile
- quarry tile
- VCT
- VCT-anti static
- sealed concrete
- Quarry Tile base
- Ceramic tile base
- vinyl base

10. Central Plant Equipment

- Computer room Colling Units

11. Sprinkler & Standpipe Systems

- sprinkler system
- wet pipe sprinkler system- branch/drops
- pre-action sprinkler system
- pre-action system cabinet

12. Fire Alarm System & Interface w/Building Auto

- digital fire alarm system

EXHIBIT E

RULES AND REGULATIONS

1. Licensee may not attach awnings or other projections to the outside walls of the Building. No drapes, blinds, shades, or screens may be attached to or hung in, or used for any window or door of the Premises, without Licensor's prior written consent. Such awning, projections, curtains, blinds, screens, or other fixtures must be of a quality, type, design, and color, and attached in a manner approved by Licensor.

2. If Licensor requires, Licensee will at its sole cost remove any additional locks that it installs or causes to be installed, reinstall the original hardware, and repair to Licensor's satisfaction any damage to doors or frames. On request Licensee will give access to any such locked area(s).

3. Licensee may not construct, maintain, use, or operate within the Premises or elsewhere in or outside of the Building, any electrical device, wiring, or apparatus for a loud speaker system or other sound system unless Licensee first obtains Licensor's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), except that this restriction will not apply to computers, radios, television sets, dictating machines, necessary safety or security systems, or paging systems, if such items are not audible outside of the Premises. Except for minimally invasive changes or alterations to the Premises or the Building equivalent to those typically found in offices in comparable buildings, Licensee may not mark, paint, drill into, or in any way deface any part of the Premises or the Building. Licensee may not throw anything out of the doors or windows or down the corridors or stairs. Licensee may not use or permit the use of tile water and wash closets and other plumbing fixtures for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances may be thrown therein. All damages resulting from any misuse of the fixtures will be borne by Licensee, whose servants, employees, agents, visitors or licensees caused the same.

4. Except for dogs, motorized wheelchairs and similar devices used by handicapped persons, and equipment for use in the furtherance of a Licensee's project, no vehicles or animals of any kind may be brought into or kept in or about the Premises or the Building, and no cooking may be done or permitted by Licensee in the Premises except in designated kitchen areas. Licensee may not cause or permit any unusual or objectionable odors to be produced on or emanate from the Premises.

5. Except for materials that are ordinarily found in comparable buildings (e.g., cleaning fluids in reasonable quantities) and that are properly stored, handled and disposed, neither Licensee, nor any of Licensee's servants, employees, agents, or visitors, may at any time bring or keep on the Premises any flammable, combustible or explosive fluid, chemical or substance.

6. Any person employed or contracted by Licensee to do janitorial work within the Building will obtain Licensor's consent, which will not be unreasonably withheld.

7. No hand trucks, except those equipped with rubber tires and side guards, may be used in the Premises or in the public halls of the Building either by Licensee or by contractors or others to deliver or receive merchandise.

8. Access plates to underfloor conduits must be left exposed. Where carpet is installed, carpet must be cut around access plates.

9. The Premises may not be used for lodging or sleeping or for any immoral or illegal purpose.

10. No auction, going out of business or bankruptcy sales may be conducted in the Building.

11. No smoking is permitted in any public or common areas of the Building, including the lobby of the Building, hallways, elevators, stairwells and public restrooms in the Building.

12. Licensee shall not place, or permit to be placed, on any part of the floor or floors of its Premises, a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law.

13. Licensee will refer all contractors, contractor's representatives and installation technicians, rendering any services on or to the Premises for Licensee, to Licensor for Licensor's approval, which will not be unreasonably withheld, before performance of any service. This provision shall apply to all work performed in the Building, including installation of telephones, telegraph equipment, electrical devices and attachments and any installation of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. Such approval, if given, shall in no way make Licensor a party to any contract between Licensee and any such contractor, and Licensor shall have no liability therefor.

14. Licensor reserves the right, at any time and from time to time, to rescind, alter, or waive, in whole or in part, or to add to any of these Rules and Regulations when it is deemed necessary, desirable or proper, in Licensor's judgment, for its best interest or for the best interests of Licensee. Licensor will advise Licensee in writing of any additions to, deletions from, or changes in the foregoing rules and regulations, which modifications shall not (a) be enforced in a discriminatory manner against Licensee, (b) be inconsistent with the terms and conditions of the License, and (c) materially interfere with Licensee's permitted use and occupancy of the Premises, and allow Licensee reasonable time within which to respond to Licensor's modifications to the Rules and Regulations, and determine whether the impact of said modifications requires Licensee actions, including but not limited to revocation of this License.

15. Violations of these Rules and Regulations, or any amendments thereof or additions thereto, constitute an Event of Default under the License.