



## AMENDMENT TO FUNDING AGREEMENT

This Amendment (the "Amendment") to the Funding Agreement effective as of November 16, 2020 (the "Funding Agreement") is made on December 22, 2020 (the "Effective Date") by and between the Internet Society ("ISOC"), a non-profit corporation formed under the laws of the District of Columbia, and IETF Administration LLC ("IETF LLC"), a Delaware limited liability company.

The parties hereby agree as follows:

1. Purpose. The purpose of this Amendment is to amend the Funding Agreement to clarify the intent of the parties.
2. Amended Terms. The Agreement is hereby amended by deleting Section 1 in its entirety and replacing it with the following:

(a) **Annual contribution for operating expenses**. Subject to the requirements described in section 1(b) of the Funding Agreement, ISOC will convey to IETF LLC the following amounts on the following schedule:

- i. \$6,250,000 for the 2021 calendar year, to be paid prior to March 31, 2021.
- ii. \$6,500,000 for the 2022 calendar year, to be paid prior to March 31, 2022.
- iii. \$6,750,000 for the 2023 calendar year, to be paid prior to March 31, 2023.
- iv. \$7,000,000 for the 2024 calendar year, to be paid prior to March 31, 2024.
- v. \$7,300,000 for the 2025 calendar year, to be paid prior to March 31, 2025.
- vi. \$7,600,000 for the 2026 calendar year, to be paid prior to March 31, 2026.

(b) **Evaluation of conditions**. Each annual contribution as provided in section 1(a) of the Funding Agreement will be made after the close of the prior calendar year but prior to March 15 of the year for which the annual distribution would be paid.




The annual contribution for the 2023 through 2026 calendar years as provided in section 1(a) of the Funding Agreement shall be contingent on the prior approval by the CFO of ISOC, such approval to be withheld only if the CFO of ISOC determines that in her or his opinion the financial conditions of either ISOC, ISOC-related entities or financial needs of IETF changed as specified in sections 4 and 5 of this Funding Agreement. Upon such determination, the CFO of ISOC will immediately notify the ISOC Board of Trustees and the IETF Board of Directors who will then take further actions as necessary pursuant to sections 4 and 5 of this Funding Agreement.

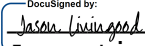
3. Entire Understanding/Agreement. Except as otherwise modified by this Amendment, the Funding Agreement remains in full force and effect. No amendment, termination, waiver or discharge of this Amendment or any provision hereof shall be binding unless in writing and signed by the authorized representatives of the parties hereto.
4. Definitions. All capitalized terms used in this Amendment are defined as set forth in this Amendment, and if not defined in this Amendment, as defined in the Funding Agreement.
5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed by e-mail with the Amendment in .pdf format or facsimile and the same will be binding upon the executing party to the same extent as the original executed pages. Upon request, the executing parties shall provide originals of the .pdf or facsimile execution pages for insertion into this Amendment in place of the .pdf or facsimile pages.

**IN WITNESS WHEREOF** the parties have caused this Amendment to be executed by their duly authorized representatives on the date(s) shown below.

**INTERNET SOCIETY**

By:   
 Name: Andrew Sullivan  
 Title: President and Chief Executive officer  
 Date: 12/24/2020

**IETF ADMINISTRATION LLC**

By:   
 Name: Jason Livingood  
 Title: Chair - Board of Directors  
 Date: 12/22/2020