



24 June 2009

By means of this letter, Japan Registry Services Co., Ltd., the sponsoring organization for the .JP country code top level domain ("JPRS" or "Sponsoring Organization") and the Internet Corporation for Assigned Names and Numbers ("ICANN") agree to amend Section 4.6 and Attachment F of the ccTLD Sponsorship Agreement (.JP), signed 27 February 2002 and effective on 1 April 2002 (the "Agreement"). This amendment is made pursuant to Section 6.15 (Amendments and Waivers) of the Agreement.

At the request of JPRS, and in accordance with section 6.14 of the Agreement, ICANN and JPRS undertook a good faith review of JPRS's financial contribution commitment to ICANN in view of the current practice regarding the financial contributions of country code Top Level Domain ("ccTLD") Managers to ICANN.

To date under the Agreement, JPRS is obligated to contribute to ICANN as follows:

Section 4.6 Financial Contributions to ICANN. Throughout the Term of this Agreement, the Sponsoring Organization shall contribute to ICANN's cost of operation in accordance with an equitable scale, based on ICANN's total funding requirements (including reserves), developed by ICANN on the basis of consensus, as described in Attachment F. At ICANN's request, the Sponsoring Organization shall provide ICANN with the information reasonably necessary to calculate the amount of the Sponsoring Organization's contribution (e.g., the number of Registered Names in the ccTLD) in time for periodic calculation of that amount.

JPRS and ICANN agree that the financial commitment of JPRS should be amended to reflect the nature of financial contributions that ccTLD managers are now committing to contribute to ICANN under ICANN'S Accountability Framework Program. ICANN'S Accountability Framework Program includes the Accountability Frameworks and Exchanges of Letters ICANN enters into with ccTLD managers. To that end, JPRS and ICANN agree to replace Section 4.6 of the Agreement with the following:

Section 4.6 Financial Contributions to ICANN. The Sponsoring Organization shall contribute to ICANN's cost of operations in the amount of USD 100,000 per annum. The parties agree to review in good faith on every anniversary of the date of this letter, the contribution to ICANN set out above to see if that sum is still adequate. The review of the parties will take into account all relevant circumstances.

As a result of this amendment, the portion of the Agreement entitled "ccTLD Sponsorship Agreement (.JP): Attachment F (Limitations on Contribution Requirements)" is superseded and is no longer applicable.



For completeness, JPRS and ICANN agree to add the following definition into the contract at 2.12:

2.12 The term "ICANN's Accountability Framework Program" includes the Accountability Frameworks and Exchanges of Letters ICANN enters into with ccTLD managers.

This amendment will be effective as of the date that both parties countersign this letter. The letter is produced in two (2) originals in electronic counterparts. JPRS and ICANN do not amend, supplement or modify any part of the Agreement not specifically addressed herein.

JPRS and ICANN look forward to continuing a long and mutually beneficial relationship.

On Behalf of

Internet Corporation for Assigned Names and Numbers

A handwritten signature in blue ink, appearing to read "Paul Twomey".

Dr Paul Twomey
President and Chief Executive Officer

Date 25 June 2009.

On Behalf of

Japan Registry Service Co., Ltd

A handwritten signature in blue ink, appearing to read "Koki Higashida".

Koki Higashida
President

Date 29 June 2009