

MEMORANDUM OF UNDERSTANDING

By and Between

HER MAJESTY THE QUEEN

And

INTERNET USERS SOCIETY- NIUE

This Memorandum of Understanding is made by and between HER MAJESTY THE QUEEN as Head of State of Niue, acting by and through the Premier of Niue, the Honourable Frank Fakotimanava Lui (hereinafter called the Government) and INTERNET USERS SOCIETY-NIUE, a Delaware, USA, corporation doing business at 16 Ward Lane, Suite 104, Sherborn, Massachusetts, USA, (hereinafter called IUS-N) .

WHEREAS, pursuant to authority delegated by the government of the United States of America acting by and through the Internet Assigned Numbers Authority (hereinafter called IANA), IUS-N is the manager of the Internet Country Code Top Level Domain (hereinafter called ccTLD) known as the .NU Domain, named for the Country of Niue; and

WHEREAS, in accordance with the policies established by IANA for managers generally of ccTLDs, IUS-N desires to promote the understanding and use of the Internet on the Island of Niue; and

WHEREAS, the Government desires to promote the understanding and use of the Internet on the Island of Niue, and to coordinate its own Internet related activities and planning efforts with those of IUS-N; and

WHEREAS, IUS-N has established an email service within Niue and has operated it without charge to users which primarily consist of government offices; and

WHEREAS, IUS-N has donated computers to the Government for use by its library and schools; and

WHEREAS, the Government by separate agreement has agreed to lease at nominal rent certain Crown land to IUS-N to facilitate the installation of a telecommunications link to be leased by IUS-N from the Government for a certain fixed monthly payment; and

WHEREAS, IUS-N has agreed to use the telecommunications link to provide full time access to the Internet from Niue without charge to the users except for certain commercial uses and except as may be required to protect the link from abusive usage that might compromise the reliable availability of the link to the residents of Niue for Internet purposes, and

WHEREAS, IUS-N has formed as part of its organization a Council consisting of residents of Niue, for the purpose of advising IUS-N from time to time on a regular basis on the best allocation of IUS-N resources for the purposes of advancing the understanding and usage of the Internet within Niue; and

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WHEREAS, the Government desires to encourage IUS-N to continue to provide beneficial goods and services to Niue relating to the development of Internet capabilities and usage within Niue; and

WHEREAS, the Government desires to establish a protocol for managing the relationship between itself and IUS-N to insure that each party to this Memorandum understands the interests and requirements of the other;

THEREFORE, to express the intentions of the Parties which the Parties expect each other to endeavor in good faith to implement, the Parties agree as follows:

1. **General Obligations of IUS-N.** IUS-N commits to the Government of Niue that in serving as the manager of the .NU Domain, IUS-N will fulfill to the best of its ability the policy of IANA that ccTLD managers have an obligation to serve the interests of the Internet in the Domain name country. The Government of Niue acknowledges that the provision of email services and Internet connectivity by IUS-N is in partial fulfillment of such on-going obligations.

2. **Provision of Internet facilities for the Government.** IUS-N will provide to the Government free email services and all other Internet services on the same terms under which it makes such services available to the people of Niue. The Government of Niue will be responsible for provision of appropriate software and equipment to be able to access this service from within Government property or locations and will establish its own policies for the availability and use of this service among its various departments, divisions and employees, consistent with the general terms and conditions of use set by IUS-N for its Internet services. IUS-N will establish and activate the gov.nu, edu.nu and mil.nu for the exclusive use of the Government and at no cost, and the Government will assign a single point of contact for each or all of these second-level domain names as moderator(s). IUS-N agrees to activate, on a reasonable time-basis, any department level and/or host level domain names in these second levels on the IUS-N DNS system as requested by the Government's designated moderator. As required by our agreement with IANA under the terms of RFC 1591, the Government agrees to abide by and support the rules and procedures of RFC 1591 with respect to this agreement. IUS-N agrees to accept and activate any email accounts required by the government as part of these department- and division-level domain names. IUS-N will advise and assist the Governments' on the cost effective purchase of software and systems.

3. **Coordination of IUS-N Council with Government.** The IUS-N Council will notify the Secretary for Government of its meetings and of any decisions it makes with respect to the allocation of IUS-N resources to projects in Niue for the development of Internet usage. The Government may send a representative to all Council meetings for the purpose of advising the Council of the Government's priorities and of commenting on proposals presented to or by the Council for Internet projects.

4. **Limitations on IUS-N activities.** IUS-N shall take no actions with respect to allocation of resources in Niue which uniquely affect the access to the Internet by the Government itself, such as providing Internet access or limiting Internet access by or from any computer used in Government offices or by Government personnel in the course of their employment, without first receiving approval of the Government as evidenced by a communication from the Secretary for Government.



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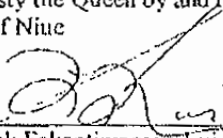
5. Communications. The Government and IUS-N shall cooperate to the best of their respective abilities to maintain constructive open communications with each other. To that end, the Government shall designate, through the Secretary for Government, the person in the Government with whom IUS-N may be in contact to resolve differences that may from time to time arise or if IUS-N desires to communicate a request that the Government consider a change in policy. Likewise, in addition to the personnel of IUS-N resident in Niue, IUS-N shall make available to the Government the names of and means of immediate access to the Chief Executive Officer of IUS-N or other officer of the Company with authority to speak for the Company in order to resolve and differences that may arise from time to time.

6. Confirmation of this Memorandum. To the extent that it may from time to time be requested by IUS-N in connection with inquiries by its lenders, investors, regulators, or suppliers, the Government shall confirm in writing that this Memorandum is in effect and that IUS-N is in compliance with the terms hereof.

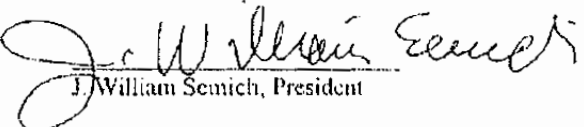
Dated at Alofi, NIUE this 21<sup>st</sup> day of January 1999.

IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding as of the date first above written.

Her Majesty the Queen by and through the  
Premier of Niue

  
Hon Frank Fakaotimanava Lui, Premier

Internet Users Society - Niue

  
J. William Semich, President