ISASecure® Membership Application

Company Name _____

Type of Organization

☐ Supplier ☐ End User ☐ Government Agency ☐ Educational / Research

☐ Certification Body ☐ Inspection Body ☐ Consultant ☐ Other (specify)

Principal Product/Service _____

Annual Sales _____ Number of Employees _____ (Government agencies only)

VAT number _____ (Members from the European Union Only)

Principal Office Address

Company Name_____

Street Address 1_____

Street Address 2_____

City_____ State/Province_____

Postal Code_____ Country_____

Annual ISCI membership fees are based upon type of membership (Annual fees listed in USD for calendar year, automatically renewed January each year.)

Membership Category		Voting ISCI Membership		Non-Voting ISCI Membership
Governing Board	☐	60,000 USD	☐	Not Applicable
Tech Level A: Annual Revenues over 5 billion USD	☐	40,000 USD	☐	30,000 USD
Tech Level B: Annual Revenues 1–5 billion USD	☐	30,000 USD	☐	20,000 USD
Tech Level C: Annual Revenues 500 million–1 billion USD	☐	24,000 USD	☐	18,000 USD
Tech Level D: Annual Revenues under 500 million USD	☐	12,000 USD	☐	8,000 USD
Tech Level E: Annual Revenues under 50 million USD	☐	6,000 USD	☐	4,000 USD
Tech Level F: Annual Revenues under 5 million USD	☐	3,600 USD	☐	2,000 USD
Certification Body (CB)	☐	7,500 USD	☐	Not Applicable
Govt., Industry Group, Other	☐	Not Applicable	☐	7,500 USD
Individual Tech Level	☐	Not Applicable	☐	600 USD

Payment Options (please make checks or purchase orders payable to ASCI, Inc.)

☐ Check

☐ Please Invoice: I am providing a Purchase Order. PO Number_____

☐ Credit Card (call ISA Customer Service +1 919-549-8411) Terms and Conditions

Terms and Conditions

Membership Listing

Your signature on this application authorizes the Automation Standards Compliance Institute (ASCI) to publicly include your company's name and listed affiliates on our publicized membership listings including our website. ASCI is the legal entity within which ISA conformity assessment programs operate, including ISCI. You are also authorizing ASCI to draft and issue press releases announcing such membership subject to prior approval by your designated primary contact. Please write the exact way your company name should appear in all ASCI lists.

Exact Company Name _____

Acceptable Short Version of Company Name _____

Web Address _____

List any additional email domains or URLs used by your organization.

_____

_____

Company Contact

Primary Contact Information (person who will handle correspondence on behalf of the organization)

First Name _____ Last Name _____

Job Title _____

Street Address _____

City _____ State/Province _____

Postal Code _____ Country _____

Phone _____ Fax _____

Email _____ Website URL _____

Terms and Conditions

Representation and Warranty

ALL MATERIALS AND INFORMATION ("MATERIALS") PROVIDED BY ASCI ARE PROVIDED "AS IS", AND ASCI MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ASCI BE LIABLE FOR ANY LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE FOR ANY LOSSES OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT. IN NO EVENT SHALL ASCI BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, CONTRACTS, PRODUCTION OR USE.

The Member acknowledges that because of the special nature of ASCI it is reasonable for ASCI to exclude liability as above and for the Member to take measures, including insurance where appropriate, to mitigate or prevent any potential losses that may arise (provided that such measures are not in breach of these Terms and Conditions).

If any third party makes or threatens to make any claim (or if, in the opinion of ASCI such a claim is likely) that the use by the Member of any Materials provided by ASCI infringes any intellectual property right of such third party, ASCI may, at its option, either secure the Member's right to continue using the Materials, make the Materials non-infringing or withdraw the Materials on one month's written notice whereupon the Member shall not be authorized to make any further use of the Materials. This sub-clause states the entire responsibility of ASCI concerning infringement of third-party intellectual property rights.

Membership agreements for other Members participating in the same tier of membership shall have substantially similar terms and conditions.

Renewal

The Membership Agreement shall automatically renew January every year, unless terminated in accordance with "Termination" below.

Termination

The Membership Agreement may be terminated:

- By either party giving to the other party sixty (60) days notice in writing.
- By ASCI on written notice to the Member if the Member has committed any material breach of the Membership Agreement and in the case of a breach capable of being remedied, has failed to remedy the breach, within 30 days after the receipt of a written request in writing from ASCI notifying the Member of such breach.
- By ASCI on written notice to the Member if the Member fails to pay any sum(s) due to ASCI under the Membership Agreement and such sum(s) remain unpaid for thirty (30) days after written notice from ASCI that such sum(s) have not been paid.
- For the avoidance of doubt, termination of the Membership Agreement for any reason shall not entitle the Member to any refund of the annual sum due under the Membership Agreement.

Antitrust Guidance

Certain types of activities conducted by industry participants may be subject to scrutiny under antitrust laws as being anti-competitive. In order to minimize exposure of the ASCI and its Members to antitrust liability, the ASCI and each Member agree to abide by the following guidelines when participating with, for or on behalf of the ASCI:

1. Neither the ASCI nor any of its committees shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, among and between competitors or between a supplier and its customer(s) with regard to prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
2. The ASCI and its Members shall not discuss, communicate or engage in any other exchange between Members and/or Participants with regard to prices, pricing methods, production quotas or other limitations on either the timing, costs or volumes of production or sale, or allocation of territories or customers.

Terms and Conditions

3. Neither the ASCI nor its Members and/or Participants shall engage in any activity or communication, other than unilateral action, that might be construed as an attempt to prevent any person or business entity from gaining access to any market or customer for goods and services, or to prevent any business entity from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market.
4. The qualifications for membership or participation in the ASCI are set forth in the ASCI Bylaws. No applicant for membership or participation, who otherwise meets the qualifications set forth therein, shall be rejected for any anti-competitive purpose or for the purpose of denying such applicant the benefits of membership or participation.
5. The ASCI shall not compel or coerce any Member and/or Participant into accepting or complying with any Adopted Specification.
6. Adherence to Adopted Specifications or sample implementations shall be voluntary on the part of the Members of the ASCI and shall in no way be compelled, directed or coerced by the ASCI, it being solely a voluntary decision on the part of the particular Member and/or Participant of the ASCI as to whether to adhere to or comply with any such Adopted Specifications or sample implementations.
7. Any Adopted Specifications or sample implementations shall be based solely and exclusively upon technical considerations and upon the merits of objective judgments and thorough procedures and shall in no way be based upon any effort, intention or purpose of any of its Members to reduce or eliminate competition in the sale, supply and furnishing of products and services.
8. If information, materials or reports of the ASCI for the use of the membership or participation is significant to third parties or others in the industry, then such information, material and reports will be made available by the ASCI to all such persons, on such reasonable terms and conditions as it may prescribe, in order to carry out its purposes.
9. To the extent that the purposes of the ASCI, as set forth in its Bylaws require, for the ASCI's purposes and objectives, joint research and development by two or more of its Members and/or Participants, or representatives thereof, any such joint research and development for the ASCI shall exclude the following activities:

   - the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;
   - any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member and/or Participant of the ASCI of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and
   - any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or
   - research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member and/or Participant of the ASCI, or representative thereof, or of the results of such joint research and development.

Modification

These Terms and Conditions may be modified by the inclusion by ASCI of additional requirements or terms on ninety (90) days written notice to the Member. In the event Member does not agree to such additional requirements, Member may resign from ASCI upon thirty (30) days written notice. Member shall not be entitled to a refund of membership fees pursuant to such resignation

Terms and Conditions

Governing Law

The Membership Agreement shall be governed by and interpreted in accordance with the laws of the state of North Carolina.

If any provision of the Membership Agreement is for any reason declared illegal in any country, all other provisions shall remain in full force and effect to the fullest extent permitted by such law.

For the avoidance of any doubt, any such finding of illegality in any country shall not affect the validity of any provisions of the Membership Agreement in other countries.

The parties hereto expressly agree that (i) each party is acting solely on its own behalf and in its own interest, (ii) none of the parties has an intent to operate under this Agreement as a partnership of any form whatsoever, and (iii) each of the parties hereby elects not to apply the provisions of Subchapter K of the Internal Revenue Code to this Agreement.

Intent to Join the Automation Standards Compliance Institute (ASCI)

This application form is an offer by the Applicant to become an associate of ASCI, Inc as set forth below. By executing this Registration Form, Applicant agrees to be bound by the terms and conditions set forth in the Membership Agreement, the Bylaws of ASCI, and any ASCI policies, as may be duly amended from time to time. Dues are set forth above and are based on the Applicant's eligibility. Memberships and dues are automatically renewed each year unless cancelled 60 days prior to your anniversary date.

Authorized Individual Name _____ Title _____

Signature _____ Date _____
MM/DD/YYYY

Email to : **mritterskamp@isa.org**

Applicant Security Review

The key mission of the ISA Security Compliance Institute (ISCI) is to improve the cybersecurity of industrial automation control systems. This mission is forward-looking and global in scope. Membership applicants are expected to provide constructive support for ISCI's mission and supporting activities. Applicants judged to adversely impact ISCI's mission and welfare will be rejected. ISCI shall reject applicants whose country of origin appear on the United States Department of State listings for terrorist affiliations, are listed as a terrorist affiliated entity or appear on a terrorist designation list.

ACSSA IP Acknowledgment

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Please Initial Here: _____