



MEMBERSHIP AGREEMENT

Welcome to the Industrial Control System Information Sharing & Analysis Center (“ICS-ISAC”). ICS-ISAC is a secure online venue for entities involved with Industrial Control Systems; this includes Industrial Control System (ICS) manufacturers, asset owners, consignees, retailers, service suppliers, law enforcement and federal government agencies and enables the exchange of data, information and knowledge relating to potential security and integrity vulnerabilities in the nation’s critical Industrial Control System infrastructure.

Acceptance and compliance to the ICS-ISAC Membership Agreement (“Agreement”) is a requirement to ensure the ICS-ISAC consortium, comprised of all companies, agencies, or other entities participating in the ICS-ISAC (“Members”) remains trustworthy and an effective medium. The Agreement is entered into by and between you and ICS-ISAC and governs Member applicant entity’s participation in ICS-ISAC, and access to and use of the ICS-ISAC Web site, including the use and contribution of ICS-ISAC information and any services or events offered through ICS-ISAC or to ICS-ISAC Members (collectively, the “Service”).

PLEASE READ THIS AGREEMENT CAREFULLY.

1) Membership.

- a) Registration. Only approved registered Members meeting the requirements set forth in this Agreement are authorized to use the Services. In order to become a Member of ICS-ISAC, you must register by completing the Registration Form available on the ICS-ISAC website. By registering on the ICS-ISAC website you agree to the terms of this Agreement. You agree to provide accurate, complete and current information upon registration and that accuracy is maintained and updated so that it remains current, accurate, and complete.
- b) Eligibility. ICS-ISAC Members must be: (i) a manufacturer of Industrial Control System equipment; (ii) ICS service provider; (iii) consignee; (iv) retailer; (v) law enforcement entity; (vi) government agency; or (vii) an entity otherwise determined by ICS-ISAC, in ICS-ISAC’s sole discretion, as eligible for participation. To be a Member of ICS-ISAC, the Member entity, its principals and/or shareholders, and its Member Representative, as defined below, must not be on the U.S.A. Federal Patriot Act watch lists.

Upon execution of this Agreement, you hereby represent and warrant to ICS-ISAC and all Members that you meet all of the eligibility requirements set forth in this Agreement.

- c) Verification and Enrollment. You hereby authorize ICS-ISAC to verify the legitimacy of any and all enrollment information you have provided. Your admittance as a Member is at all times subject to our approval.
- d) Limited Access to Service: Member Representative. Only Authorized Member Representative may access the Site or use the Services and Member agrees not to attempt to access the Site or the Services through any other means. Member Representative must be full time employees of the



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Member and meet all security qualifications identified by ICS-ISAC from time to time. A Member may apply for additional Member Representative or change a Member Representative by resubmitting the Membership Application and paying any reasonable vetting dues as determined by us. Each Member Representative will receive a login ID and password. You are responsible for any use of or action you take under your password on the Service. You are responsible for maintaining the confidentiality and security of your password, and you shall ensure that your password is not disclosed to any other person. You will immediately notify ICS-ISAC of any actual or suspected unauthorized use of any Member Representative account or password, including use by any employee or consultant that is not an authorized Member Representative.

- e) **No Ownership.** Membership in ICS-ISAC does not entitle you to any ownership rights or interest in Industrial Control System Information Sharing and Analysis Center, Inc. or ICS-ISAC.

- 2) **Communications Equipment.** You are responsible for providing all communications lines and services (including, without limitation, Internet access) and all equipment and technology necessary for your Member Representative to access and use the Service.

- 3) **Dues.** Annual membership dues are required as outlined on the Application Form or Membership Fee Schedule provided by us. Payments can be made directly to ICS-ISAC or as set forth in the Members Dues section of the Web site. Assessment of applicable Dues will commence upon acceptance of the Application Form and approval of your membership. All dues hereunder may be modified from time to time in with advance email notice to the Member Representative(s). Annual Membership Dues shall be invoiced to you at the address on the Application Form.

- 4) **Termination.** We reserve the right to reject your registration or suspend or terminate your membership at any time. This Agreement will continue to apply to your past use of the Service, even if you are no longer using the Service. Termination of your access to and use of the Service will not relieve you of any obligations that arose prior to such termination (including, without limitation, the payment of any dues that accrued prior to such termination), or limit any liability that you may otherwise have to Industrial Control System Information Sharing and Analysis Center.

- 5) **Use and Disclosure of Information.** We may use information provided by you to provide the Services to you and communicate with you regarding your Membership. In addition, you hereby grant to ICS-ISAC and to all Members a non-exclusive, non-assignable, non-transferable, royalty-free, worldwide, license to use and share the information provided by you concerning potential vulnerabilities to the national Industrial Control System infrastructure ("Member Information"). Use or disclosure, by other Members, of any Member Information, other than as expressly permitted herein, must be approved by both ICS-ISAC, and the respective Member, prior to any such use.



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You understand and agree that, notwithstanding the foregoing, as required by law pursuant to subpoena or other appropriate order, Industrial Control System Information Sharing and Analysis Center may provide any information provided by you to the requesting law enforcement or government authority. To the extent allowed by law, ICS-ISAC will use commercially reasonable means to provide the Member with advanced notice of such disclosure to allow Member to seek an appropriate protective order or other relief to prohibit or limit such disclosure.

- 6) **Prohibited Use.** You agree that you will not use the ICS-ISAC system in any way for purposes of pre-employment screening or for any other purpose prohibited by the Fair Credit Reporting Act (FCRA). You agree not to use the ICS-ISAC system for purposes of soliciting business, advertising, marketing your products or services or otherwise contravening the explicit and implicit intent of the ICS-ISAC.
- 7) **Disclaimer.** You understand that the Services may have periodic downtimes, although ICS-ISAC will use commercially reasonable efforts to minimize downtimes and their duration. INDUSTRIAL CONTROL SYSTEM INFORMATION SHARING AND ANALYSIS CENTER MAKES NO WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, AS TO AVAILABILITY, ACCURACY, OR CONTENT OF INFORMATION, PRODUCTS, OR SERVICES AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE. All information and/or services provided by Industrial Control System Information Sharing and Analysis Center are provided "AS IS." There is no warranty, express or implied, that any information or services accessible on or through ICS-ISAC will fulfill any of Member's particular purposes or needs. All information accessible on or through ICS-ISAC is provided with all faults, and the entire risk as to satisfactory quality, performance, accuracy and effort is with the user.
- 8) **Indemnification.**
 - a) Member shall be liable for and shall defend at its own expense and indemnify and hold harmless Industrial Control System Information Sharing and Analysis Center and the other Members of ICS-ISAC, and its and their respective directors, officers, members, shareholders, employees, consultants and agents, parent and affiliated entities, from and against any third party claims, liabilities, losses, fines, penalties, charges, judgments, damages or expenses (including reasonable attorneys' dues, expenses and disbursements, consultants' and witness' dues) arising from Member accessing, using or distributing information on ICS-ISAC whether or not in violation of this Agreement. This includes claims by third parties pertaining to the actual or alleged infringement of any intellectual property right of Member, including without limitation, patents, copyrights, trademarks, service marks, and misappropriation of trade secrets or any similar proprietary rights.
 - b) In the event of any claim or suit relating to any matter Member has agreed to provide indemnification under this Agreement, the indemnified party shall promptly provide notice of such claim or suit to Member. Member shall then have the sole right to control the conduct of



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the claim or suit and the indemnified party shall reasonably cooperate in the conduct of such claim or suit at the expense of the indemnifying party. In no event, however, may there be a settlement of any such claim or suit without the written consent of ICS-ISAC which consent shall not be unreasonably conditioned, delayed or withheld.

- 9) **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO EACH OTHER OR TO ANY MEMBER FOR INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING FROM ACTS UNDER THIS AGREEMENT EVEN IF SUCH PARTY OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S OR ANY MEMBER'S LIABILITY SHALL APPLY WITH RESPECT TO ANY CLAIMS BASED ON SUCH PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.
- 10) **Press Releases and Marketing.** Industrial Control System Information Sharing and Analysis Center may only issue a press release or publish other marketing materials that identify Member upon receiving Member's written consent, such consent to be granted in Member's sole discretion; provided, however, we may identify any Member as a ICS-ISAC Member on the Site or otherwise. Member may only issue press releases related to the ICS-ISAC or Industrial Control System Information Sharing and Analysis Center upon receiving Industrial Control System Information Sharing and Analysis Center's consent, such consent to be granted in Industrial Control System Information Sharing and Analysis Center's sole discretion.
- 11) **Force Majeure.** Neither party shall be held financially or otherwise responsible for any delay or failure in performance under this Agreement, which is caused by the unavailability of third-party communications facilities, fires, strikes, embargoes, government requirements, civil or military authorities, acts of God, acts by terrorists or terrorist organizations or by the public enemy or other similar causes beyond the reasonable control and without the fault or negligence of such party.
- 12) **Assignment.** Member may not assign this Agreement, or its rights and obligations hereunder, without the prior written consent of Industrial Control System Information Sharing and Analysis Center. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 13) **Rights and Remedies.** Except as otherwise provided by this Agreement, each party reserves the right to pursue all remedies legally available to it by reason of the other party's breach of its obligations hereunder. All rights and remedies hereunder are cumulative and in addition to and not exclusive of any other rights and remedies provided by law.



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- 14) **Compliance with Laws.** Each party shall use reasonable efforts to comply with laws of all applicable jurisdictions, insofar as they relate to performance under this Agreement
- 15) **Notice.** Any notice required or permitted to be given under this Agreement shall be given in writing and shall be (a) sent by electronic mail and (b) hand delivered, sent by certified or registered mail or sent by overnight courier service to the Chair of ICS-ISAC at the address set forth on our Site and to the Member's representative at the address set forth in the Application Form, or to such other address as such party shall have designated in writing.
- 16) **Governing Law; Interpretation.** This Agreement will be interpreted and construed in accordance with the laws of the State of Florida, without regard to its principles of conflict of law or choice of laws. The parties agree to, and shall not contest, the sole jurisdiction of the federal and state courts having jurisdiction in Saint Petersburg, Florida for matters involving this Agreement. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. The headings of the Sections contained in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 17) **Severability.** If any provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to amend this Agreement to preserve its intention. If the parties fail to agree on such an amendment, such invalid provision will be enforced to the maximum extent permitted by law or, if not enforceable, will be severed from the remaining terms, conditions and provisions, which will remain in full force and effect.
- 18) **Waiver.** No waiver of any of the provisions of this Agreement by Member shall be binding unless made in writing and signed by the party against whom the waiver is sought. No failure on the part of either party to exercise, or delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy by such party preclude any other or further exercise thereof or the exercise of any other right or remedy. A waiver on one occasion shall not constitute a waiver on any further occasion.
- 19) **Amendment.** Member agrees that Industrial Control System Information Sharing and Analysis Center is authorized to amend this Agreement subject however to the following provisions and further provided that such Amendment does not impose any material obligations upon Member. Member will be given notice in accordance with Section 14 of this Agreement of any changes to this Agreement (except that only electronic mail notice shall be required). In the event that Member objects to any amendment to this Agreement, Member's sole remedy shall be to terminate this Agreement within 10 business days after the earlier to occur of Member's being advised of the amendment. Members



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will receive a pro rata refund of any fee paid by Member to ICS-ISAC that applies to the period after termination for amendments to this Agreement found to be unacceptable to Member.

- 20) **Entire Agreement.** The provisions of this Agreement and all Exhibits and Schedules hereto, including all documents incorporated herein by reference, constitute the entire agreement between the parties and supersede all prior agreements and understandings relating to the subject matter hereof.
- 21) **Further Assurances.** Each of the parties to this Agreement covenants to execute upon request of the other party any further documents that the requesting party reasonably deems necessary to effectuate the terms, conditions or intent of this Agreement.



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Annual Membership Dues Schedule

The ICS-ISAC is solely supported by its members, with the bulk of operating expenses covered by membership dues. ICS-ISAC membership dues are generally determined according to the member's corporate annual revenue. Annual membership dues for Members are as follows:

General Membership

Revenue	Dues
< \$1M	\$250
\$1M-\$5M	\$500
\$5M-\$10M	\$1,000
\$10M-\$25M	\$1,500
\$25M-\$50M	\$2,500
\$50M-\$100M	\$5,000
\$100M-\$250M	\$7,500
\$250M-\$1B	\$10,000
\$1B-\$5B	\$15,000
\$5B+	\$20,000

For other classes of organization please contact membership@ics-isac.org to determine dues.

The center accepts sponsorship from corporate members as determined by the Board of Directors. To propose sponsorship please contact sponsor@ics-isac.org.

Dues can be paid electronically by credit card or PayPal on the ICS-ISAC.org website, sent by check to the address below (make all dues checks payable to "ICS-ISAC") or by wire (please contact dues@ics-isac.org for wiring information).

Mail:
ICS-ISAC
1923 Variety Way
Dandridge, TN, 37725