



Company Name _____

Type of Organization

- Supplier End user Government Agency Educational / Research
- Certification Body Consultant Other (specify) _____

Principal Product/Service _____

Annual Sales (including Affiliates) _____ 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 WCI membership fees are based upon type of membership (Annual fees listed in USD for twelve months, automatically renewed on anniversary date.)

- Board Member (voting) 44,000 USD
- Supplier Member (voting-technical) 33,000 USD (Annual Revenues over 1 billion USD)
- 22,000 USD (Annual Revenues 500 million–1 billion USD)
- 16,500 USD (Annual Revenues 100 million–500 million USD)
- 11,000 USD (Annual Revenues 50 million–100 million USD)
- 5,500 USD (Annual Revenues 5 million–50 million USD)
- 3,250 USD(Annual Revenues under 5 million USD)
- Non-Supplier Member (voting-technical) 1,800 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

ISA100 Wireless Compliance Institute Membership Application

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 WCI. 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

The following Terms and Conditions and the applicant information form to which these terms are attached constitute the ISA100 Wireless Compliance Institute Membership Agreement between the ASCI and Member ("Membership Agreement").

0.0 Definition of Terms

ASCI – Automation Standards Compliance Institute – Not for profit Section 501(c) (6) corporation whose purpose is to engage in conformity assessment activities, incorporated by ISA in the state of North Carolina. Articles of Incorporation and Bylaws can be found on the ASCI website.

Institute or WCI - The ISA100 Wireless Compliance Institute set up by ASCI identified as one of the Interest Area Groups in the ASCI Bylaws.

Governing Board – The ISA100 Wireless Compliance Institute Board of Directors or any substitute governing body.

Affiliate - Any individual, company, or institution that directly or indirectly controls, is controlled by, or is under common control with, a Member. For purposes of this definition control means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make decisions for the subject entity. In the case of less than fifty percent (50%) of the shares or ownership interest, if such Member has a right, by contractual arrangement or through supply of resources, to make decisions for the subject entity, or the subject entity has a right, by contractual arrangement or through supply resources, to make decisions for such Member, "control" shall exist.

IP Policy – The ISA100 Wireless Compliance Institute Intellectual Property Rights Policy of the Institute.

Member – The company or organization that has joined WCI through execution of the Membership Agreement.

Participant – Non-members of WCI who participate in WCI such as subject matter experts whether on a voluntary basis or paid basis.

1.0 Intellectual Property Rights (IPR) License

As a condition of membership, the Member agrees to be bound to the terms and conditions as set forth in the *ISA100 Wireless Compliance Institute Intellectual Property Rights Policy*, as may be duly amended from time to time by the ISA100 Wireless Compliance Institute Governing Board. As a benefit of membership, the ISA100 Wireless Compliance Institute includes a mandatory intellectual property rights license that ensures a member's ongoing right to design, develop, manufacture, or sell products using intellectual property under the control of the ISA100 Wireless Compliance Institute.

2.0 Confidentiality

Member agrees to the following obligations of confidentiality with respect to information received through participation in the Consortium:

1. Information furnished or disclosed by ASCI to Member, or by any other member in the course of the Institute's activities, shall be confidential. Member agrees to maintain all such Information in confidence, using the same degree of care Member uses to protect its own proprietary information of like importance, but in no event less than a reasonable degree of care.
2. Member agrees to disclose Information only to its employees and agents of Member or its affiliates for purposes of advancing the work of the Institute and to cause each such employee or agent to abide by the confidentiality terms set out in this Agreement.
3. The provisions set out in this section shall not apply to Information which:
 - a. is or becomes a part of the public domain, except through breach of this agreement,
 - b. is demonstrably known to Member prior to disclosure within the Institute,

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- c. was independently developed by the Member without the use of information provided under the Membership Agreement,
 - d. was rightfully obtained by Member from third parties with no obligation of confidentiality.
4. The obligations of confidentiality set out above shall remain in effect for the duration of the Membership Agreement and two years subsequent to termination thereof.

3.0 Renewal

The Membership Agreement shall automatically renew upon each anniversary date, unless terminated in accordance with "4.0 Withdrawal and Termination" below.

4.0 Withdrawal and Termination

The Membership Agreement may be terminated:

1. By either party giving to the other party sixty (60) days advance notice in writing.
2. By the Governing Board 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.
3. By the Governing Board 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 pro-rata refund of the annual membership fee due under the Membership Agreement.

Termination or withdrawal of membership modifies member's licensing rights to ISA100 Wireless Compliance Institute intellectual property (IP) in accordance with Section 7 Withdrawal and Termination in the ISA100 Wireless Compliance Institute IPR Policy.

The confidentiality obligation in Clause 2.0 and the surviving obligation under the ISA100 Wireless Compliance Institute IPR Policy shall remain in full force and effect after expiration or termination of the Membership Agreement.

5.0 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/Institute and its Members to antitrust liability, the ASCI/Institute and each Member agree to abide by the following guidelines when participating with, for or on behalf of the ASCI/Institute:

1. Neither the ASCI/Institute 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/Institute 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.
3. Neither the ASCI/Institute 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.

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4. The qualifications for membership or participation in the ASCI/Institute are set forth in the Membership Agreement and any other Institute rules and policies as well as 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/Institute 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/Institute and shall in no way be compelled, directed or coerced by the ASCI/Institute, it being solely a voluntary decision on the part of the particular Member and/or Participant of the ASCI/Institute 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/Institute 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/Institute 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/Institute, as set forth in its Bylaws require, for the ASCI/Institute'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/Institute shall exclude the following activities:
 - a. 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;
 - b. any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member and/or Participant of the ASCI/Institute 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
 - c. 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 restricting or requiring participation by any Member and/or Participant of the ASCI/Institute in other 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/Institute, or representative thereof, or of the results of such joint research and development.

6.0 Modification

These Terms and Conditions may be modified by the inclusion of additional requirements or terms by the Governing Board upon ninety (90) days written notice to the Member. In the event Member does not agree to such additional requirements, Member may resign from the Institute upon thirty (30) days written notice.

Member shall not be entitled to a refund of membership fees pursuant to such resignation.

7.0 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

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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.

Signature Page

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

Send Application to: ISA100 Wireless Compliance Institute
c/o ISA
3252 South Miami Blvd., Suite 102
Durham, NC 27703

Email: isa100@isa.org

Applicant Security Review

The key mission of the ISA100 Wireless Compliance Institute (WCI) 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 WCI's mission and supporting activities. Applicants judged to adversely impact WCI's mission and welfare will be rejected. WCI's 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.