



INTERNET SECURITY ALLIANCE MEMBERSHIP AGREEMENT

INTERNET SECURITY ALLIANCE MEMBERSHIP TERMS

1. The Organization will abide by Internet Security Alliance's articles of incorporation and by-laws. The Organization has received copies of Internet Security Alliance's articles of incorporation and by-laws and is familiar with their contents. The Organization understands that these documents are subject to periodic revision by the Internet Security Alliance Executive Committee.
2. The Organization has included its first year's dues payment with this application. If the Organization's application is not approved or if the Organization is unwilling or unable to agree to the Internet Security Alliance's by-laws currently in force, the Organization's dues will be refunded.
3. The Organization agrees to indemnify and hold Internet Security Alliance and its respective officers, directors, trustees, employees and agents, harmless from and against any and all claims, actions, causes of action, suits, losses, damages and liabilities, including, but not limited to, attorneys' fees and costs of defense, arising from any contention or allegation, whether well founded or otherwise, based on any acts or conduct of the Organization including, but not limited to, the Organization's use of information or material received under this Agreement.
4. IN NO EVENT SHALL INTERNET SECURITY ALLIANCE BE LIABLE TO MEMBER FOR AN AMOUNT IN EXCESS OF THE AMOUNT OF ONE YEAR OF THE ORGANIZATION'S MOST RECENT ANNUAL DUES PAYMENT BASED ON ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY.
5. Any controversy or claim arising out of or relating to this Agreement or the performance or non-performance of this Agreement shall be referred to and finally settled exclusively by arbitration in the Commonwealth of Virginia in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any claim must be asserted in arbitration within one (1) year after the accrual of the cause of action or it shall be forever barred. The arbitration award shall be final and conclusive on the parties to this Agreement, and judgment upon such award may be entered in any court having jurisdiction.
6. This Agreement is governed by the laws of the Commonwealth of Virginia.
7. This Agreement will remain in effect as long as the Organization is an Internet Security Alliance member. Sections 3, 4 and 5 will survive the termination or expiration of this Agreement.

AGREED:

Organization Name: _____

By: _____
[Signature]

Name: _____

Title: _____

Date: _____

ACCEPTED:

INTERNET SECURITY ALLIANCE

By: _____

Date: _____