STATEMENT OF SERVICE AGREEMENT
Revised July 2025

This STATEMENT OF SERVICE AGREEMENT ("SOS") is entered into by, AGENCY name: hereinafter referred to as AGENCY, and PISCES International, a Washington Nonprofit Corporation, hereinafter referred to as PISCES-INTL, for the purpose outlined below (hereinafter, the "Project").

I. PURPOSE

PISCES-INTL has developed a system for gathering network metadata relating to cyber-attacks that impact the sustainability and resilience of critical infrastructure. This system collects metadata from public sector organizations, nonprofits, and small business associations and applies detection analytics to identify events and trends of interest, alerting participants and other stakeholders depending on severity and taxonomy of the findings.

The objective of the metadata collection and analysis is to supply situational awareness of the region's current threat taxonomy, to identify and initiate response to true incidents, and to differentiate between coordinated, targeted attacks and "background noise". A secondary objective is to assist regional organizations in meeting compliance requirements for cybersecurity monitoring, to facilitate research in cyber security, and to act as the situational awareness tool of record in the event of a regional infrastructure disruption through cyber means.

To this end, AGENCY agrees to share metadata (as defined below) with PISCES-INTL to help achieve the goals of information sharing, public-private partnerships, and protection of regional critical infrastructure. PISCES-INTL will perform monitoring and analysis services such as identifying events and trends of interest and alerting participants and other stakeholders as described in more detail below (the "Services"). AGENCY agrees that PISCES-INTL will work with analysts such as college-level students ("Analysts") to assist in the performance of the Services.

II. DEFINITION OF METADATA

For purposes of this SOS, "metadata" means metadata extracted from AGENCY network traffic by PISCES' s technology at the point of Internet egress. Examples of metadata include: source and destination IP addresses; source and destination ports; protocol used; flags and sequence numbers; time stamps; and size. For the avoidance of doubt, metadata does not include the contents of messages on AGENCY' s network, nor any other information contained in the content layer of network packets.

III. TERMS OF USE

1. By using the AGENCY’s metadata participation in the Project, PISCESINTL agrees to be bound by the provisions of this SOS.

2. The metadata has been provided for the Project's use only. PISCES-INTL is

granted a limited, non-exclusive, non-transferable right to use the metadata solely for the purposes identified in this SOS.

3. All other uses, including but not limited to the transfer of any portion of the metadata to another party or agency, must be authorized by AGENCY in advance of such use and in writing, unless disclosure is required by law. AGENCY acknowledges that the Project includes data from public agencies that may be subject to the requirements of public records laws. If PISCES-INTL receives a public records request that includes the metadata, PISCES-INTL will not disclose the metadata and will refer the requestor to AGENCY.

4. Reproduction and/or disclosure of metadata compilations for commercial purposes is prohibited, unless expressly authorized through a separate licensing agreement with AGENCY. Unless PISCES-INTL chooses to use metadata for research purposes related to the Project, PISCES-INTL will use reasonable efforts to delete metadata within 90 days of receipt. Metadata to be used for research purposes may be retained for a longer period subject to AGENCY's advance approval in writing.

5. Errors may exist in the metadata provided. PISCES-INTL accepts metadata "as is", with all faults, and assumes all responsibility for use thereof.

6. THE AGENCY DISCLAIMS ANY WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO ANY METADATA.

7. THE AGENCY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF INFORMATION IN THE METADATA. PISCES-INTL ASSUMES ALL RISKS ARISING FROM THE USE OF ANY METADATA.

8. AGENCY REPRESENTS THAT IT HAS FEWER THAN 150 full time users on its network. It is a precondition of participation in the Project that the AGENCY have fewer than 150 full time users on its network. Exceptions can be made on a limited term basis for communities with more than 150 full time users who are interested in pursuing commercial services.

9. Errors may exist in the Services, including in any events and trends of interest identified by PISCES-INTL, Analysts or others who assist in the performance of the Services. AGENCY accepts the Services "as is", with all faults, and assumes all responsibility for its use of the Services. PISCES-INTL does not represent that the Services will be uninterrupted or error-free.

10. PISCES-INTL DISCLAIMS ANY WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANT ABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES.

11. PISCES MAKES NO REPRESENTATION OR WARRANTY AS TO THE

ACCURACY, COMPLETENESS OR RELIABILITY OF THE SERVICES. AGENCY ASSUMES ALL RISKS ARISING FROM THE USE OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PISCES-INTL, ITS AFFILIATES, OR THE ANALYSTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE USE OF THE SERVICES, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE MAXIMUM POTENTIAL LIABILITY OF PISCES-INTL UNDER THIS SOS SHALL NOT EXCEED $100. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS DAMAGE.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. In exchange for, and in consideration of, monitoring and analysis services provided by PISCES INTL, AGENCY will share the metadata with PISCES-INTL.

2. PISCES-INTL will provide a sensor and tap technology to be installed by the AGENCY per instruction by PISCES-INTL. AGENCY acknowledges and agrees that this technology will only transmit metadata and related intrusion detection alerts to PISCES-INTL in connection with the Project.

3. Except as otherwise provided in this SOS, PISCES-INTL has the right to use threat analysis information generated in connection with the Project for its own purposes. Without limiting the foregoing, PISCES-INTL may share intrusion detection alert information and metadata with a federally designated Fusion Center and/or Information Sharing Analysis Center of the State in which the AGENCY is located.

4. PISCES-INTL will utilize professional Analysts to review, maintain, and analyze metadata provided by the AGENCY.

5. AGENCY agrees to provide metadata on a real-time or near real-time basis until the termination of this SOS, as provided in paragraph IV.9, below. PISCES-INTL will use reasonable efforts to review the metadata on a regular basis, but AGENCY acknowledges and agrees that the metadata will not be reviewed on a 24/7 basis.

6. PISCES-INTL will communicate significant Project changes to AGENCY staff when they occur, including between planned quarterly updates. Examples of significant Project changes could be the addition of technology to identify previously unknown threats, new analysis products, or changes to the user interface.

7. AGENCY agrees to allow PISCES-INTL to aggregate data for the Project using the collector and tap technology provided by PISCES-INTL, and/or to provide

logs, alerts, traps, netflow, or other event data via the syslog protocol over a secure network

8. AGENCY and PISCES-INTL agree that metadata that includes identifying fields such as usernames, IP addresses or hostnames, if transmitted, will not be used in any analysis or intentionally disclosed by PISCES-INTL.

9. This SOS may only be amended or supplemented to provide for additional opportunities to share data; otherwise, it shall remain in effect until terminated either by mutual consent of the parties or by cancellation by thirty (30) days written notice from one party to the other party.

10. Equipment return: In the event of election to terminate this SOS, AGENCY agrees that it will disconnect and return the sensor and tap technology to PISCES-INTL at their expense within 90 days of termination.

11. Nothing herein shall be construed as obligating AGENCY or PISCES-INTL to expend funds or involve either party in any contract or other obligation for future payment of money, in excess of appropriations authorized by law and administratively available for this work.

12. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

13. Venue. The parties agree that the venue of any action or suit concerning this Agreement shall be in King County Superior Court and all actions or suits thereon shall be brought therein.

This AGREEMENT becomes effective on the date of the last signature.

AGENCY	PISCES-INTL
Signature: _____	Signature: _____
Title:	Title: Executive Director, PISCES-INTL
Date:	Date: