



Statement of Work

To: Mick Michel, City of Dyersville, 340 1st Avenue E, Dyersville, IA 52040

From: Sarah Seyler, Advanced Case Manager, Gillware, Inc. 1802 Wright St, Madison, WI 53704

Date: 07/22/2025

Case Number: 32203425

Gillware, Inc. ("Gillware") is being engaged by **Mick Michel of the City of Dyersville** ("Client" or "Customer"; collectively with Gillware, "Parties") as outlined in the Agreement to be providing data recovery service to Clients.

1. Introduction

Gillware understands the critical nature of your data recovery needs. Once we receive the drives and the signed agreement, our engineering team will begin work immediately. Your case will be treated as a top priority, with our senior engineers dedicated to recovering your data as efficiently as possible.

2. Scope of Work Overview

Gillware will provide the following data recovery services. The activities outlined below represent the key steps involved in the recovery process but may include additional actions as necessary to achieve the stated objectives.

Objective 1: Assess the feasibility of data recovery from the 6x8TB RAID 5 Storage array.

1. **Drive Delivery:** The client will deliver all drives to Gillware for evaluation.
2. **Forensic Cloning:** Gillware will create write-blocked forensic clones of all six drives. If required, individual drive repairs will be performed before cloning to ensure data integrity.
3. **RAID Analysis:** A RAID engineering specialist will analyze the forensic artifacts to reconstruct an optimal physical build of the RAID array.

4. **Data Recovery:** Gillware will recover data from the RAID system and perform quality assurance on the recovered files. Repairs may be conducted if necessary to ensure the usability of the data.
5. **Data Extraction:** Recovered data will be transferred to replacement storage, typically encrypted USB 3.0 hard drives.
6. **Data Delivery:** Data will be delivered incrementally as extractions are completed, provided all outstanding payments are up to date.

Additional Objective:

7. **Equipment Return:** After the data recovery is complete, Gillware will assist the client in returning any equipment.
8. **Clone Disposal:** Gillware will securely zero-fill and dispose of the forensic clones approximately three weeks after the initial engagement. During this grace period, clients are encouraged to verify the recovered data and confirm its successful reintegration into their systems.

3. Deliverables

What You Will Receive:

- **Recovered Data:** Delivered promptly as each phase of recovery is completed.
- **Progress Updates:** Frequent communication to keep you informed of our progress.
- **Feasibility Report:** If any issues arise, you'll be notified immediately with a detailed analysis.

Not Included:

- Evidence Preservation
- Initial Incident Response
- Data Reintegration Support

4. Estimated Service Fees

Your case will receive immediate attention, with our engineers prioritizing recovery efforts. Below is a transparent estimate of the costs for this service:

Standard Service Description	Quantity	Total Price Estimate
Initial engineering hours to determine data recovery feasibility and recover data <i>(Base Retainer Covers Up to 20 Hours)</i>	20 Hours	\$7,500
Additional Engineering Hours <i>(if needed)</i>	Up to 20 hours	\$375 per hour (billed after 20 hours, up to 40 hours total)
Temporary Drive Repairs <i>Rate: \$1,800/drive</i>	0-2 Drives	\$0-\$3,600
Forensic write-blocked cloning <i>Rate: \$100/drive</i>	6	\$600
Temporary storage of clones and copies of data <i>Rate: \$.05 cents/GB</i>	48,000GB	\$2,400
Forensic Failure Analysis/Incident Report for Insurance <i>Rate: \$250 per hour</i>	0-2	\$0-\$500
Replacement media for data return <i>Rate: Dependent on how much data is recovered</i>	1	\$85-\$1,300
Shipping (Inbound and outbound)	1	\$100-\$200

Estimated Total: \$10,685 - \$23,600

Note: Gillware will notify the Client if additional work is required beyond the estimated scope and will only proceed with prior written approval.

5. Payment Terms

Because of the complexity of these recoveries, we offer handling with dedicated engineers. Our minimum retainer ensures you get expert attention right away, with a predictable cost structure so there are no surprises.

- **Upfront Retainer** – A \$10,685 retainer is required before work begins. This covers up to 20 hours of engineering time at our standard rate of \$375 per hour. All payments must be made before work begins, and the final balance must be paid before recovered data is returned. Please contact Sarah Seyler to arrange payment. She can be reached at 877-624-7206 Ext 8794 or sseyler@gillware.com
- **Additional Retainer for Cases Over 40 Hours** – If at any point we project the case will exceed 40 total hours, we will notify the client and require an additional retainer before continuing. The additional retainer will cover the remaining estimated hours needed to complete the recovery.
- **Final Cost** – If recovery is successful, the total cost will be a minimum of \$10,685, with the final amount determined by the total engineering hours used at \$375 per hour, along with any applicable costs outlined in the pricing table above.

6. Refund Policy

- If recovery is deemed infeasible due to catastrophic issues, Gillware will halt billable hours and refund any unused retainer funds.
- Costs for shipping, storage, cloning, and other infrastructure fees are non-refundable.
- If the case is completed in fewer hours or requires fewer resources than initially projected, the retainer will not be refunded. This pricing reflects the value of Gillware's specialized infrastructure, engineering expertise, and the handling of complex cases with care and urgency.

7. Timeline

Your project will be prioritized from the moment we receive the necessary drives and documentation. Our standard timeline for similar cases is **10-15 business days**, but our focus on prioritizing your recovery may expedite this. You will receive ongoing updates as we progress.

Final Notes

Thank you for entrusting Gillware with your critical data recovery. We are committed to delivering exceptional service and ensuring your satisfaction.

[Signature page follows]

EXECUTED AND AGREED:

For Client:

Mick Michel, City of Dyersville

Authorized signature

Date

For Gillware:

Sarah Seyler, Advanced Case Manager, Gillware Inc.

Authorized signature

Date

This Statement of Work ("SOW") is subject to the attached Terms of Service ("TOS"). Collectively, the TOS and the SOW are referred to as the "Agreement" and form the agreement between Gillware, Inc. ("Gillware") and the party named above ("Customer"). Any future services performed by Gillware for Customer will be subject to and governed by the terms of the Agreement; the parties may execute a separate SOW for future services, in which case the terms of such future SOW will also apply only to the extent applicable to the services performed thereunder.

TERMS OF SERVICE

Services

Customer engages Gillware and/or its partners or subcontractors to inspect, evaluate, and identify the problem (if not already identified); and/or analyze submitted data and report findings. Customer agrees, acknowledges, and understands that Gillware attempts to minimize the damage to, the equipment/data/media; and/or provide other services as may be requested by Customer and agreed to by Gillware from time to time. Customer agrees, acknowledges, and understands that actual performance of the Services may be made by affiliates or agents of Gillware and that Gillware has the right from time to time to subcontract any or all of the Services to third-party providers. For purposes of this Agreement, performance of services by any affiliate of Gillware or by any third-party provider engaged by Gillware shall be deemed performance by Gillware itself.

Payment Terms

Customer agrees to pay Gillware all sums authorized from time to time by Customer, which will typically include charges for Gillware services, shipping and insurance (both ways), and actual expenses, if any, for part, media and/or off the shelf software used in the services. Unless otherwise agreed to in advance by Gillware, all such sums are due and payable in advance, by company check, bank money order, or credit card. Services listed in a SOW are an estimate; Customer is responsible for actual services performed. Customer is responsible for all sales, use, excise, and other taxes, excluding taxes on Gillware's net income. Notwithstanding any other provision under this Agreement, if any invoice or portion thereof is not paid when due, Gillware may, upon providing notification via email, cease providing the services. Such cessation shall not relieve Customer from its obligation to pay amounts due and owing. IN THE EVENT GILLWARE TAKES ANY ACTION PURSUANT TO THIS SECTION, IT SHALL HAVE NO LIABILITY TO CUSTOMER OR ANYONE CLAIMING THROUGH CUSTOMER.

Term and Termination

This Agreement shall remain in effect during the term or performance of any SOWs agreed to by the parties (the "Term"). Without limiting the foregoing, in the event either party fails to perform any of its material obligations under this Agreement, and the defaulting party fails to substantially cure such default within sixty (60) days after receiving written notice from the non-defaulting party specifying the nature of the default, then the non-defaulting party may, by giving written notice to the other Party, terminate this Agreement or the applicable services as of the date specified in such notice of termination. Notwithstanding the foregoing, Customer shall pay Gillware for services already performed prior to the date of termination.

Confidentiality/Intellectual Property

All Confidential Information (as defined below) supplied by a party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") shall remain solely and exclusively the property of the Disclosing Party. Except as expressly authorized herein, as may reasonably be required to perform the Services or by prior written consent of the Disclosing Party, which consent may be withheld in the Disclosing Party's sole discretion, each Receiving Party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information. Each party shall be responsible for any unauthorized use or disclosure of any of the other Party's Confidential Information received by it and its affiliates and their respective employees, agents, representatives and consultants.

“Confidential Information” shall mean, with respect to either party, this Agreement, together with all confidential business or technical information or materials of such party; provided, however, that Confidential Information shall not include information or materials that the Receiving Party can demonstrate: (i) was known to the Receiving Party prior to the Effective Date free of any obligation of nondisclosure; (ii) was generally known or available to the public prior to the date of disclosure to the Receiving Party or subsequently became generally known or available to the public through no fault of the Receiving Party; (iii) was lawfully received by the Receiving Party from a third party free of any obligation of nondisclosure; or (iv) is or was independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party.

Disclosures. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that the Receiving Party is required by law or any applicable governmental authority to do so; provided, however, that in such event, to the extent permitted by applicable law, the Receiving Party shall notify the Disclosing Party and shall cooperate with the Disclosing Party in any attempt to contest or limit such required disclosure, at the Disclosing Party's sole expense.

Ownership. Confidential Information will remain the property of the Disclosing Party, eligible for reuse/resale by the Disclosing Party. Without limiting the generality of Confidential Information, Gillware's information, including computer programs and software, documentation, methodologies, training aids and manuals, and procedures, belonging exclusively to Gillware shall be treated as Confidential Information and Customer shall not disclose, sell, assign, lease, or otherwise make available any such information to any third party or entity, other than its employees who require such information to perform their duties, and shall remain the property of Gillware, eligible for reuse/resale. Customer acknowledges that it has no rights in any software, hardware, systems, documentation, guidelines, procedures, methodologies, and similar related materials or processes, or any modifications thereof, provided by Gillware, except with respect to Customer's use of the same during the Term as part of the services. Any intellectual property developed by Gillware in the course of performance of this Agreement shall be the proprietary property of Gillware and shall be owned exclusively by Gillware. Gillware acknowledges that it has no rights in any software, hardware, systems, documentation, guidelines, procedures, and similar related materials or processes, or any modifications thereof, provided by Customer, except with respect to Gillware's use of the same in providing the Services during the Term. Customer shall, at Customer's sole cost, take whatever action is necessary for Gillware to be provided with nonexclusive rights and/or licenses to use software provided by Customer for use by Gillware in providing the Services. Business entities, government entities and organizations who employ Gillware's services provide Gillware the right to use for promotional purposes their respective copyright protected logos and/or names. If any such business entity, government entity or organization does not wish to allow Gillware use their respective copyright protected logo and/or name for promotional purposes, Gillware will remove the copyright protected logo and/or name promptly upon request.

Customer Resources

Customer will provide resources during each step of the assessment. The following is a list of the primary resources:

- Project plan review. This person will participate in the review and approval of the assessment project plan. This person should have authority to give us approval to begin the assessment
- Weekly Status, immediate contact. These persons will participate in weekly status meetings and be available throughout the assessment in the event that we need to make immediate contact with you.

- Intermediate results and final recovery review. These individuals will participate in the intermediate results review following the completion of the recovery phases and in the review after we provide the final reports to you. These individuals should have authority to accept the final report and acknowledge that we have completed the data recovery to your satisfaction.

Customer Responsibilities

Customer is responsible for the following:

- Provide a point of contact for questions and project status updates
- Respond to requests for information in a timely manner
- Obtain any necessary permission for examining systems managed or hosted by third parties
- Provide physical access to the storage as needed

Miscellaneous Provisions

Customer warrants to Gillware that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to Gillware; and Customer will defend, at its expense, indemnify, and hold Gillware harmless against any damages or expenses that may occur (including reasonable attorney fees), and pay any cost, damages, or attorney fees awarded against Gillware resulting from Customer's breach of this section.

This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof. This Agreement may be amended only by a writing signed by the parties.

The construction, interpretation and enforcement of this Agreement shall be governed by the substantive contract law of the State of Wisconsin without regard to its conflict of law provisions. The parties hereby irrevocably consent to venue and the personal jurisdiction (to the fullest extent permitted by applicable law) of the state and federal courts located in Dane County, Wisconsin for the resolution of any disputes arising hereunder.

Should any part, term, or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect and shall no way be invalidated, impaired, or affected thereby.

NO WARRANTIES; DISCLAIMER OF ALL WARRANTIES: GILLWARE PROVIDES THE SERVICES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GILLWARE MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR

DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Customer agrees to reimburse Gillware its reasonable expenses, including attorney and other fees, incurred in collecting any amounts due and owing to Gillware under this Agreement.

Any confidentiality or indemnity terms shall survive any termination or expiration of this Agreement, as shall any other terms which explicitly or by their nature would survive termination.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original document, but all such counterparts together shall constitute one binding agreement. Counterparts may be provided or exchanged via facsimile or electronic transmission.

Independent Contractor

Gillware is an independent contractor. It shall have the direction and control of its employees in the provision of services to Customer. Nothing contained in this Agreement shall be construed to create a partnership between the parties or to authorize either party to act as a general agent of the other party. Neither party shall have any authority to make contracts, commitments, statements or representations on behalf of the other party, except as set forth in this Agreement.

Limitation of Liability

Customer acknowledges that the equipment/data/media may be damaged prior to Gillware's receipt, and Customer further acknowledges that the efforts of Gillware to perform the services may result in the destruction of or further damage to the equipment/data/media. GILLWARE REGRETS THAT IT CANNOT AND WILL NOT ASSUME RESPONSIBILITY FOR DAMAGE THAT MAY OCCUR TO THE CUSTOMER'S EQUIPMENT/DATA/MEDIA ARISING FROM GILLWARE'S EFFORTS TO PROVIDE THE SERVICES.

IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GILLWARE WILL NOT BE LIABLE FOR ANY DAMAGES DUE TO ANY VIRUS, WORM, TROJAN HORSE, OR SIMILAR MALWARE.

IN NO EVENT SHALL GILLWARE, ITS AFFILIATES, SUBCONTRACTORS, SUPPLIERS OR LICENSORS OR ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO CUSTOMER FOR ANY REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY DAMAGES ARISING OUT OF OR BASED UPON THIS AGREEMENT IN AN AMOUNT EXCEEDING THE FEES PAID DURING THE PRECEDING THREE MONTHS BY CUSTOMER TO GILLWARE PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT.

