



## Indiana Supreme Court Indiana Office of Judicial Administration

### USER AGREEMENT FOR BULK DISTRIBUTION OF DATA AND COMPILED INFORMATION

The parties to this User Agreement for Bulk Distribution of Data and Compiled Information (the "User Agreement") are the Indiana Supreme Court through its Indiana Office of Judicial Administration ("IOJA") and UniCourt ("Requesting Party"). In this User Agreement, IOJA and Requesting Party may be referred to individually as a "Party" or collectively as the "Parties."

#### Recitals

WHEREAS, Indiana Administrative Rule 9 ("AR 9") sets forth general rules governing access to, and confidentiality of, Court Records; and

WHEREAS, pursuant to AR 9, the Indiana Supreme Court has determined that it is in the best interests of the Courts and the public to authorize access to Bulk Distribution of Data and Compiled Information, subject to the limitations on Public Access set forth in AR 9 and this User Agreement; and

WHEREAS, the Requesting Party has requested a Bulk Distribution of Data and/or Compiled Information for its own use; and

WHEREAS, the Requesting Party is willing to comply with restrictions on usage of the Data and Compiled Information as set forth in AR 9, this User Agreement, and Indiana law; and

WHEREAS, the request for a Bulk Distribution of Data and/or Compiled Information has been approved by IOJA, consistent with the terms of AR 9 and this User Agreement;

Now, therefore, to establish the respective functions, rights, and responsibilities of the Parties pertaining to the dissemination and use of Court Records, the Parties agree as follows:

- 1. Recitals.** The above recitals are an integral part of this User Agreement and this User Agreement shall be interpreted consistent with the recitals.
- 2. Definitions.** For the purpose of this User Agreement, the following terms shall have the meanings as set forth in AR 9(C): Bulk Distribution, Case Record, Clerk of Court, Compiled Information, Court, Court Administrative Record, Court Record, In Electronic Form, Public

Access, and Remote Access. In the event AR 9 is amended while this User Agreement is in effect in a way that changes the meaning of any of these terms, the amended term shall apply automatically to this User Agreement. The following terms also apply to this User Agreement:

- A.** "API" means software that allows separate systems to interact and communicate with each other and is normally implemented by exposing a set of commands or functions that implement industry-standard technology protocols.
- B.** "Control Data" means a mark or tag introduced into the Data that distinguishes it from the original source Data, enabling tracking and identification.
- C.** "Court Technology" means the Indiana Office of Trial and Appellate Court Technology.
- D.** "Data" means any computer or machine-readable copy of Court Records provided by Court Technology or a Court or Clerk of Court to the Requesting Party. "Data" shall not include any documents filed by parties or others in any case, and shall not include any financial information in any case from an Odyssey Court, including by way of illustration and not of limitation, any financial information maintained by a Clerk of Court for an Odyssey Court.
- E.** "File Drop Method" means the placement of Court Records from the Odyssey case management system on a server on a monthly basis or on another established periodic schedule so that the Receiving Party may retrieve a copy of such Court Records.
- F.** "IOJA" means the Indiana Office of Judicial Administration.
- G.** "Messaging Method" means the creation of a file or "message" each time a Court Record is added to the Odyssey case management system and each time a Court Record in the Odyssey case management system is edited, which message is then sent by Court Technology to the Receiving Party.
- H.** "Non-Odyssey Court" means any Court that does not utilize the Odyssey case management system as its case management system.
- I.** "Odyssey Court" means any Court that utilizes the Odyssey case management system as its case management system.
- J.** "Requesting Party" includes only the named party, subsidiaries, affiliates, related entities, and assumed names under which the Requesting Party operates, as shown in Exhibit A; provided that any such subsidiary, affiliate, or related entity will obtain and utilize any Data or Compiled Information only consistent with the terms of this User Agreement and only after an authorized representative of the subsidiary, affiliate, or related entity signs this User Agreement.
- K.** "Subscriber" means any customer, client, or other third party to whom Data or Compiled Information is provided by the Requesting Party or to whom access to Data or

Compiled Information is given by the Requesting Party, whether or not the Requesting Party receives any compensation from said Subscriber.

**3. Court Records Approved for Bulk Distribution or Compiled Information.**

**A. Court Records Sought and Approved.**

1. List of Courts:

Odyssey Courts: All

Non-Odyssey Courts: All

2. Description of Court Records:

- Roll of Attorneys
- All Indiana Non-Confidential Court Case Records

3. Method of Delivery (only for Court Records from Odyssey Courts):

- Roll of Attorneys – File Drop or Spreadsheet from Appellate IT
- Indiana Non-Confidential Court Case Records
  - File Drop Method: Not Applicable
  - Messaging Method: X

4. Frequency:

- Roll of Attorneys – One Time
- Indiana Non-Confidential Case Records - Monthly

5. Payment Required:

- Yes: X - Indiana Non-Confidential Case Records
- No: Roll of Attorneys - Not Applicable

**B. Court Records Maintained in the Odyssey data repository.**

1. If the File Drop Method is selected, Court Technology will provide the Requesting Party with an initial extract of the approved Data or Compiled Information. If the approved request requires more than a single extract of Data or Compiled Information, IOJA will provide a monthly extract thereafter on or

before the tenth day of each month during the term of the approval, or as otherwise agreed by the Parties. The extracted Data or Compiled Information will be made available to the Requesting Party through an SFTP account accessing client specific folders. The Requesting Party acknowledges that if all or some of the requested Data or Compiled Information is not contained in the data extract provided by Court Technology, the Requesting Party is not automatically entitled to receive such Data or Compiled Information simply by the approval of this User Agreement by IOJA.

2. If the Messaging Method is selected, Court Technology will provide the Requesting Party with extracts, whenever possible, every five (5) minutes, or as otherwise agreed by the Parties. The extracted Data or Compiled Information will be made available to the Requesting Party through an SFTP account accessing client specific folders. The Requesting Party acknowledges that if all or some of the requested Data or Compiled Information is not contained in the data extract provided by Court Technology, the Requesting Party is not automatically entitled to receive such Data or Compiled Information simply by the approval of this User Agreement by IOJA. The Requesting Party, by selecting the Messaging Method, agrees to receive data via the File Drop Method to audit, and correct if necessary, any data feeds or external databases populated by data received via the Messaging Method.

3. Unless a written exemption is given by IOJA, Court Technology will provide the Requesting Party with an invoice for each extract. All payments shall be made, in advance, by check and payable to "Indiana Office of Judicial Administration" bearing a notation of the invoice number and that payment is for Data or Compiled Information.

4. The fees payable by the Requesting Party shall be as stated in the Fee Schedule for Bulk Distribution established by the Indiana Office of Judicial Administration pursuant to Administrative Rule 9 attached as Exhibit E; provided, however, such schedule may be revised by the IOJA at any time. IOJA shall notify the Requesting Party of any such revisions which shall apply thirty (30) days after notice has been provided to the Requesting Party.

#### **C. Court Records Not Maintained in the Odyssey data repository.**

1. Subject to specific permission from each Non-Odyssey Court identified above, IOJA hereby grants to the Requesting Party authorization to receive from such Non-Odyssey Court the Court Records specifically identified above, for the Requesting Party's own use in accordance with the terms and conditions of this User Agreement.

2. Execution of this User Agreement and approval of the Requesting Party's request by IOJA does not create any mandatory obligation on the part of any Non-Odyssey Court to provide Court Records to the Requesting Party. The

Requesting Party acknowledges that Court Records that are not contained in the Odyssey case management system may be provided only by the individual Court or Clerk of Court, following a determination by the respective Court or Clerk of Court that the information sought is consistent with the purposes of AR 9, that resources are available to prepare the information, and that fulfilling the request is an appropriate use of public resources.

#### **4. Rights and Interests.**

**A.** The obligations of IOJA, Court Technology, Courts, and Clerks of Court to the Requesting Party shall be deemed voluntary and confer no rights or interests to Requesting Party except to use the Data and/or Compiled Information provided by IOJA, Court Technology, Courts, and Clerks of Court to the Requesting Parties solely for the purpose of and in the manner provided for in this User Agreement. IOJA, Court Technology, Courts, and Clerks of Court shall have the sole and absolute discretion to withdraw the use the Data and/or Compiled Information provided by IOJA, Court Technology, Courts, and Clerks of Court from the Requesting Party at any time and for any reason consistent with the terms of this User Agreement.

**B.** All right, title, and interest, including all intellectual property rights, in and to the Court Records, Data, Compiled Information, code, application or any other information provided to the Requesting Party shall remain with the respective Courts and the Indiana Supreme Court, pursuant to Administrative Rule 10. The Requesting Party shall not acquire any proprietary right to or interest in any Court Records, Data, Compiled Information, code, application or any other information provided to the Requesting Party under this User Agreement, whether or not the Court Records, Data, Compiled Information, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Such rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.

**C.** In Exhibit A, the Requesting Party has provided IOJA with the names of all subsidiaries, affiliates, related entities, and assumed names under which the Requesting Party operates. The Requesting Party shall supplement Exhibit A of this User Agreement within thirty (30) days of a change in the list of names provided to IOJA.

**D.** The Requesting Party shall ensure that all subcontractors or other entities receiving access to the Court Records, Data, and Compiled Information provided by Court Technology and through the Requesting Party, comply with the terms of this User Agreement, including restrictions on use of Court Records, Data, and Compiled Information as provided in this User Agreement in general, and in specific, Section 6 of this User Agreement.

#### **5. Ongoing Data Scrubbing and Update Requirements.**

**A.** The status of a Court Record may change over time and the Requesting Party shall refresh all Court Records with each new extract received so that Court Records

sealed or restricted since the last extract will be accurately reflected. Failure to refresh all Court Records with each new extract received by the Requesting Party exposes the Requesting Party to significant legal liability in the event that sealed or restricted Court Records are disclosed by the Requesting Party.

**B.** The Requesting Party shall comply fully with AR 9(G), and shall not assume that Court Records received by the Requesting Party are free of information that must be excluded from Public Access under AR 9(G). Accordingly, the Requesting Party shall delete any Social Security Number, bank account number, and any other confidential information that is inadvertently included in the Court Records, and take any and all other appropriate action to ensure that such confidential information is not disclosed to third parties. Upon notice, the Requesting Party shall comply with any order to scrub Court Records in possession of the Requesting Party for purposes of compliance with AR 9(G).

**6. Restrictions on Use and Transfer of Data.**

**A.** The Requesting Party shall comply with all current and subsequently amended federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

**B.** The Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided under this User Agreement except as follows:

- (i) on a website;
- (ii) by means of an API; or
- (iii) a user interface

operated by or under the control of the Requesting Party and in response to an inquiry from a Subscriber for a Case Record that is provided to such Subscriber as part of a service provided by Requesting Party. The Requesting Party shall not make Bulk Distribution of the Court Records, Compiled Information, or Data, or reconfigure the Court Records, Compiled Information, or Data for subsequent Bulk Distributions. The Requesting Party shall not permit, via an agreement with a Subscriber or otherwise, reproduction, sale, distribution, or display of Court Records of Odyssey Courts on or through any website, API, or user interface that is not operated by or under the control of the Requesting Party, including but not limited to on or through any non-Odyssey case management system or any auxiliary website, user interface, program, or service thereof.

**C.** In the event the Requesting Party intends (i) to offer a service allowing a Subscriber to review the Court Records in accordance with this User Agreement or (ii) to disseminate information in the Court Records to Subscribers in accordance with this User Agreement, then a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as Exhibit B. The Requesting Party shall provide IOJA with a copy of any amended or updated policy information within thirty (30) days of its modification, and all such amendments or updates to the policy information must be approved in writing by IOJA.

**D.** The Requesting Party shall not disseminate Court Records or Data of Non-Odyssey Courts to the public through Remote Access or otherwise In Electronic Form unless and until the Clerk of Court of the Non-Odyssey Court first obtains approval from

IOJA under Trial Rule 77(K), which approval shall be in effect only through the end of the calendar year in which it is given or such other date as is established by the IOJA in writing.

7. **Reporting Requirement.** With respect to Court Records not maintained in the Odyssey case management system data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with IOJA of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3.

8. **Disclosure Requirements.** The Requesting Party shall provide to each Subscriber who is provided access to the Court Records at the time any information from the Court Records is made available to such Subscriber a disclosure statement substantially the same as the following and shall ensure that it is displayed or provided to each Subscriber each and every time information from the Court Records is made available.

*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). It is the user's responsibility to verify the information by personally consulting the official record maintained by the Indiana Court in question. Indiana Office of Judicial Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information.*

9. **Audits.**

A. IOJA may, in its sole and absolute discretion, perform audits to verify compliance with the terms and conditions of this User Agreement and the appropriate use of the Court Records, Compiled Information, and Data. The Requesting Party shall cooperate with IOJA in such audit, and shall allow IOJA to review all information requested by IOJA and/or its auditors, including but not limited to, the names of Subscribers and all other persons or entities that receive access to the Court Records, Data, and Compiled Information provided by IOJA to the Requesting Party.

B. IOJA may include Control Data as a portion of the Data or Compiled Information as a means to detect unauthorized uses of the Data or Compiled Information.

C. The Requesting Party shall provide IOJA with access at any time and at no charge, to any database created using the Court Records, Compiled Information, and/or Data for the purpose of monitoring and auditing contract compliance.

D. The Requesting Party shall provide IOJA with copies of the materials and information the Requesting Party provides its Subscribers.

**10. Disclaimer of Warranties.**

**A.** All Court Records, Compiled Information, and Data provided under this User Agreement are provided "as is" and "as available," and may include errors or omissions. IOJA, Courts, and Clerks of Court provide no warranties, express or implied, and specifically disclaim without limitation any implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, with respect to the Court Records, Compiled Information, and Data provided pursuant to this User Agreement. IOJA, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records, Compiled Information, or Data are accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its Subscribers to whom the Court Records, Compiled Information, and Data are supplied to verify the Court Records, Compiled Information, and Data with the official information maintained by the Court having jurisdiction over the Court Records.

**B. Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy or official copy of the Court Record.**

**11. Limitation of Liability.**

**A.** IOJA, Court Technology, Courts, and Clerks of Court shall not be responsible for or liable in any way whatsoever to Requesting Party or to any other person or entity for the validity or accuracy of the Court Records, Compiled Information, or Data provided pursuant to this User Agreement or for the form, manner or timeliness in which the Court Records, Compiled Information, or Data have been provided or for the failure to provide any Court Records, Compiled Information, or Data that has been requested. Without limiting the generality of the foregoing:

**1.** IOJA, Court Technology, Courts, and Clerks of Court shall not be liable for any demand or claim regardless of the form of action, for any damages resulting from the use of the Court Records, Compiled Information, or Data by the Requesting Party, its successor or assignee, any of its Subscribers, or any other party.

**2.** IOJA, Court Technology, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this User Agreement.

**3.** IOJA, Court Technology, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of Data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records, Compiled Information, or Data.

**B.** The Requesting Party relinquishes and waives the right to seek any judicial relief against IOJA, Court Technology, Courts, and Clerks of Court for any cause arising out of



or relating to this User Agreement. The sole remedy that Requesting Party has under this User Agreement is the termination of the User Agreement. The Requesting Party shall not pursue any legal claim or equitable remedy against IOJA, Court Technology, Courts, and Clerks of Court arising in any way from the validity or accuracy of the Court Records, Compiled Information, or Data provided pursuant to this User Agreement or for the form, manner, or timeliness in which the Court Records, Compiled Information, or Data have been provided or the failure to provide any Court Records, Compiled Information, or Data that has been requested. If any such legal action is instituted, this User Agreement shall be deemed sufficient to support a dismissal of that legal action with prejudice and support an award of costs to IOJA, Court Technology, Courts, and Clerks of Court.

**12. Indemnification.** The Requesting Party is responsible and liable for any violations of this User Agreement by the Requesting Party any officer, employee, agent, or Subscriber of the Requesting Party and any entity who has received Court Records through the Requesting Party. The Requesting Party shall defend, indemnify, and hold harmless IOJA, Court Technology, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana (the "Indemnified Parties") from and against any and all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and reasonable attorney fees) of any and every kind and by whomever and whenever alleged or asserted, regardless of the remedy sought, arising out of or related to any use, distribution or transfer made of the Court Records, Compiled Information, or Data by the Requesting Party, its successor or assignee, or any of its Subscribers, regardless of whether or not such claim, damage, loss or expense is caused or alleged to be caused in whole or in part by the actions or inactions of any Indemnified Party, including but not limited to the negligence, gross negligence, or strict or absolute liability of any Indemnified Party. No Indemnified Party has any obligation to provide legal counsel, advice, or defense to the Requesting Party if a suit, claim, or action is brought against the Requesting Party in any way related to this User Agreement, or to pay any amount resulting from a judgment or settlement of any such suit, claim, or action against the Requesting Party.

**13. Assignment.** The Requesting Party shall not, without the express written permission of IOJA, transfer or assign to anyone any part of this User Agreement, including but not limited to: (i) this User Agreement or any portion thereof; (ii) any benefit accruing to the Requesting Party under this User Agreement; or (iii) any claim allegedly arising in any way from this User Agreement.

**14. Renewal and Termination.**

**A.** This User Agreement expires on **January 15, 2020**, subject to renewal upon written request by the Requesting Party and approval by IOJA. Renewal requests may be sent to IOJA **after November 1 and before December 31 of the preceding year**. The renewal shall be for one calendar year and conditioned upon the Requesting Party executing a new User Agreement as offered by the IOJA at the time of renewal. IOJA will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>. All Renewals shall be in the sole and absolute discretion of the IOJA.

**B.** The Requesting Party may terminate this User Agreement upon thirty (30) days advance written notice without cause. IOJA may terminate this Agreement without cause for any reason and at any time in its sole and absolute discretion without prior notice to Requesting Party. If the User Agreement is terminated without cause it shall be subject to reinstatement in the sole and absolute discretion of IOJA upon a petition for reinstatement by the Requesting Party.

**C.** IOJA may, in its sole and absolute discretion, immediately terminate this User Agreement for cause upon a violation of the User Agreement, in addition to pursuing any legal or equitable remedy that may exist. The bases for the termination with cause include but are not limited to: (1) any material breach of this User Agreement by Requesting Party; (2) the Requesting Party fails to pay an invoice for costs associated with the preparation or transfer of the Court Records, Compiled Information, or Data outstanding for more than 30 (thirty) days; (3) the Requesting Party makes a transfer or assignment in violation of the provisions of Section 13; or (4) the Requesting Party fails to provide IOJA with a complete list of the names or persons and entities as required by this User Agreement. If the User Agreement is terminated for cause, any petition for reinstatement by the Requesting Party shall include a showing of good cause by the Requesting Party and, if granted by IOJA in its sole and absolute discretion, shall be conditioned upon additional terms and conditions as determined by IOJA to be necessary to ensure that Requesting Party shall not violate the User Agreement in the future.

**D.** All non-renewals or terminations shall be in the sole and absolute discretion of the IOJA and a cause of action for damages or equitable relief may not be brought against IOJA, Court Technology, Courts, or the Clerks of Court on the basis that a User Agreement was not renewed or was terminated. Upon expiration of this User Agreement, including upon non-renewal or termination of this User Agreement for any reason, the Requesting Party shall return all Court Records subject to this User Agreement and may not retain any copies of the Court Records or any compilation of Court Records created by or in the possession of the Requesting Party. Further, upon expiration of this User Agreement, including by non-renewal or upon termination of this User Agreement for any reason, the Requesting Party shall retrieve and destroy any copies of the Court Records or any compilation of Court Records then in the possession of third-parties who received such Court Records or compilations from or through the Requesting Party, or shall confirm that such Court Records or compilations of Court Records are destroyed by such third-parties.

**E.** The Requesting Party's obligation to pay all amounts due under this User Agreement, as well as either Party's rights and obligations relating to indemnification, warranties, disclaimers of warranty, limitations of liability, intellectual property, and confidential information shall survive termination or expiration of this User Agreement.

## **15. Attachments.**

**A.** This User Agreement incorporates by way of attachment the following:

1. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as **Exhibit A**.
2. The company policies provided to the Requesting Party's Subscribers as **Exhibit B**.
3. The original or renewal request from the Requesting Party to IOJA as **Exhibit C**; and
4. The Fee Schedule for Bulk Distribution as **Exhibit D**.

**B.** These Exhibits may be amended or modified and shall be updated by the Requesting Party in accordance with the terms of this User Agreement. The amendments and or modifications shall be incorporated into this User Agreement by reference on the Exhibits.

**16. Applicable Law/ Venue.** This User Agreement shall be interpreted and enforced in accordance with the law of the State of Indiana and the rules of the Indiana Supreme Court. Any cause of action of any nature or kind arising in any way from the creation, interpretation, enforcement or breach of this User Agreement shall be brought solely in the Commercial Courts of the State of Indiana.

**17. Dispute Resolution.** Although Requesting Party relinquishes and waives the right to seek any judicial relief against IOJA, Court Technology, Courts, and Clerks of Court for any cause arising out of or relating to this Agreement, IOJA, Court Technology, Courts, and Clerks of Court may, in its sole and absolute discretion, address any claim or issue raised by Requesting Party. If Requesting Party desires to address any claim or issue with IOJA, Court Technology, Courts, or the Clerks of Court, Requesting Party shall put such claim in writing, setting forth in as much detail as necessary to describe the issue and shall attach any documents necessary to address the issue, and shall deliver such writing and documents to IOJA. The IOJA, Court Technology, Courts, or Clerks of Court, should it decide to address the issue, shall deliver a response as expeditiously as possible setting forth a proposed resolution. The Parties shall confer in good faith in effort to resolve the dispute. Similarly, before IOJA, Court Technology, Courts, or Clerks of Court pursues any claim against any Requesting Party, it shall provide such claim in writing, setting forth in as much detail as necessary to describe the issue and shall attach any documents necessary to address the issue, and shall deliver such writing and documents to the Requesting Party. The parties shall meet and confer in good faith in an attempt to resolve any dispute.

**18. Effective Date.** This User Agreement shall become effective and the terms herein shall become enforceable upon the date of execution of the last Party.

**19. Authority to Execute User Agreement.** The undersigned individuals represent that they have the authority to execute this User Agreement on behalf of their respective Parties.

**20. Revocation of Approval.** Approval of the Requesting Party's Request for Bulk Distribution of Data or Compiled Information and the contractual offer contained herein shall be

automatically revoked if the Requesting Party fails to execute and return the original signed User Agreement to IOJA within thirty (30) days of signature by IOJA.

**20. Waiver and Severability.** Neither Party shall be deemed to have waived any right arising under this User Agreement or any breach by the other Party of any terms or provisions of this User Agreement, unless such Party provides the other Party with written notice of such waiver. A waiver by either Party of shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach. The provisions of this User Agreement shall be deemed severable and the unenforceability of any one or more provisions shall not affect the enforceability of any of the other provisions. If any provision of this User Agreement, for any reason, is declared to be invalid, unenforceable, or illegal, the Parties or a court shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.

**21. Entire Agreement.** This User Agreement, including any Addenda hereto, constitutes the entire User Agreement between the Parties with respect to the subject matter hereof, and supersedes all previous oral and written communications regarding these matters, all of which are merged into this User Agreement. Any modifications, amendments, or additions to this User Agreement must be in writing and signed by both Parties to be effective. Any ambiguities in this User Agreement shall not be strictly construed against the drafter of the language concerned but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the Parties at the time of contracting. This User Agreement shall not be construed against any Party by reason of its preparation.

Indiana Office of Judicial Administration

UniCourt (Requesting Party)

By: Mary Kay Hudson

By: \_\_\_\_\_

Mary Kay Hudson, Executive Director  
Indiana Office of Court Services

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: 6-17-2019

Date: \_\_\_\_\_

**EXHIBIT A**

**RELATED BUSINESS ENTITIES PARTICIPATING IN  
USE OR DISSEMINATION OF DATA**

None.

**EXHIBIT B**

**COMPANY POLICIES PROVIDED ITS  
SUBSCRIBERS, CUSTOMERS, CLIENTS, OR OTHER THIRD PARTIES**

None.

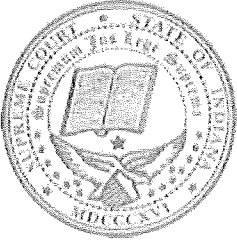
**EXHIBIT C**

**ORIGINAL OR RENEWAL REQUEST**

ROA

RECEIVED

MAR 18 2019



OFFICE OF  
JUDICIAL ADMINISTRATION

INDIANA SUPREME COURT  
INDIANA OFFICE OF COURT SERVICES  
30 SOUTH MERIDIAN STREET, SUITE 500  
INDIANAPOLIS, IN 46204  
317.232.2542

REQUEST FOR RELEASE OF  
BULK DATA/COMPILED INFORMATION  
(NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of the Indiana Office of Court Services:

Requestor submits this request under Administrative Rule 9(F)(3) for release of bulk data/compiled information not excluded from public access by Administrative Rule 9(G).

<b>I. Identity of Requestor</b>	Jeffrey Cox
<b>Address</b>	2522 Chambers Road Suite 184 Tustin, CA 92780
<b>Contact and Title</b>	Director
<b>Telephone:</b>	866-959-1339
<b>E-Mail:</b>	<input type="checkbox"/> None jeffc@unicourt.com Enter Email Address
<b>Website:</b>	<input type="checkbox"/> None https://unicourt.com/ Enter Website Address

**II. List all known business entity names related to Requesting Party that will participate in the use and dissemination of the data provided:**

☐ None ☒ Listed Here

UniCourt Inc.

**III. Identification of bulk data/compiled Information sought (specify and describe the records sought and the compiler or location):**

Non-Confidential Roll of Attorneys Data

The entire Roll for the Indiana Bar is contained on a single disk for \$10.00 with the recipient filtering the data as desired.

**IV. Identify the frequency with which bulk data and compiled information is being requested to be transferred to Requestor by each Court listed in Section III.**



One Time Distribution



Periodic

Frequency Desired

**V. Identification of Court(s) exercising jurisdiction over the records (list the courts):**

Indiana Supreme Court and the Indiana State Bar Association

**VI. Purpose for Request: What is the purpose of the request and how is release of the requested data consistent with the purposes of Administrative Rule 9 (set forth reason)?**

The purpose of the request is to improve access to court records and provide transparency and government accountability as outlined in Administrative Rule 9 (A)(2)(d), (e). Attorneys data will be used to improve search results for searches of court records by attorney name.

**VII. Describe how fulfilling the request is an appropriate use of public resources.**

This request is made pursuant to the offer for bulk non-confidential attorney information on the following webpage on the Indiana Judiciary's website regarding bulk data applications: <https://www.in.gov/judiciary/iocs/3285.htm>

**VIII. Attach a sample copy of all Requesting Party's company policies/user agreement provided to the Requesting Party's subscribers, customers, clients, or other party that govern the use of the data listed in II.**

All UniCourt policies can be readily accessed at <https://unicourt.com/>

**IX. Requestor is or is not willing to pay an amount determined to be the fair market value of the information. If not, why?**

Willing to pay the listed price of \$10.00



Willing to Pay



Unwilling to Pay. Reason \_\_\_\_\_

**By signing this request, I represent that I am authorized to do so on behalf of Requestor.**

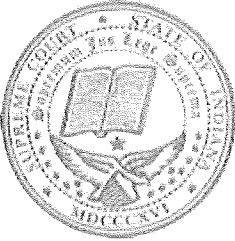
<b>Signature</b>	Jeffrey Cox
<b>Printed Name</b>	Jeffrey Cox
<b>Title</b>	Director
<b>Date</b>	03/15/2019



Case Records -  
messaging method

RECEIVED

MAR 18 2019



OFFICE OF  
JUDICIAL ADMINISTRATION

INDIANA SUPREME COURT  
INDIANA OFFICE OF COURT SERVICES  
30 SOUTH MERIDIAN STREET, SUITE 500  
INDIANAPOLIS, IN 46204  
317.232.2542

REQUEST FOR RELEASE OF  
BULK DATA/COMPILED INFORMATION  
(NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of the Indiana Office of Court Services:

Requestor submits this request under Administrative Rule 9(F)(3) for release of bulk data/compiled information not excluded from public access by Administrative Rule 9(G).

<b>I. Identity of Requestor</b>	Jeffrey Cox
<b>Address</b>	2522 Chambers Road Suite 184 Tustin, CA 92780
<b>Contact and Title</b>	Director
<b>Telephone:</b>	866-959-1339
<b>E-Mail:</b>	<input type="checkbox"/> None jeffc@unicourt.com Enter Email Address
<b>Website:</b>	<input type="checkbox"/> None https://unicourt.com/ Enter Website Address

**II. List all known business entity names related to Requesting Party that will participate in the use and dissemination of the data provided:**

☐ None ☒ Listed Here

UniCourt Inc.

**III. Identification of bulk data/compiled Information sought (specify and describe the records sought and the compiler or location):**

Bulk Data and Compiled Information, including all court dockets and documents, for all available Indiana Court Records that are "In Electronic Form" (Rule 9. Access to Court Records)

**IV. Identify the frequency with which bulk data and compiled information is being requested to be transferred to Requestor by each Court listed in Section III.**

☐

One Time Distribution

☒

Periodic

Daily "Messaging Method" Case Updates

Frequency Desired

**V. Identification of Court(s) exercising jurisdiction over the records (list the courts):**

Indiana Supreme Court, Indiana Tax Court, All Indiana Courts of Appeals, All Indiana Circuit Courts, All Indiana Superior Courts, All Indiana Small Claims Courts, All Indiana Town Courts, and All Indiana City Courts  
If necessary, a complete list of each individual court can be provided.

**VI. Purpose for Request: What is the purpose of the request and how is release of the requested data consistent with the purposes of Administrative Rule 9 (set forth reason)?**

The purpose of the request is to improve access to court records and provide transparency and government accountability as outlined in Administrative Rule 9 (A)(2)(d), (e).

**VII. Describe how fulfilling the request is an appropriate use of public resources.**

This request is made pursuant to the offer for bulk data and compiled information on the following webpage on the Indiana Judiciary's website regarding bulk data applications: <https://www.in.gov/judiciary/iocs/3285.htm>

**VIII. Attach a sample copy of all Requesting Party's company policies/user agreement provided to the Requesting Party's subscribers, customers, clients, or other party that govern the use of the data listed in II.**

All UniCourt policies can be readily accessed at <https://unicourt.com/>

<b>IX. Requestor is or is not willing to pay an amount determined to be the fair market value of the information. If not, why?</b>	
<input checked="checked" type="checkbox"/> <b>Willing to Pay</b>	<input checked="checked" type="checkbox"/> <b>Unwilling to Pay. Reason</b> <u>Only willing to pay what's required by law to purchase such records.</u>

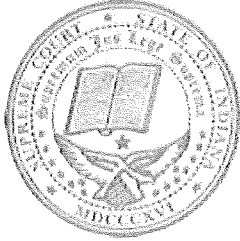
**By signing this request, I represent that I am authorized to do so on behalf of Requestor.**

<b>Signature</b>	Jeffrey Cox
<b>Printed Name</b>	Jeffrey Cox
<b>Title</b>	Director
<b>Date</b>	03/15/2019

CASE RECORDS  
one time

RECEIVED

MAR 18 2019



OFFICE OF  
JUDICIAL ADMINISTRATION

INDIANA SUPREME COURT  
INDIANA OFFICE OF COURT SERVICES  
30 SOUTH MERIDIAN STREET, SUITE 500  
INDIANAPOLIS, IN 46204  
317.232.2542

REQUEST FOR RELEASE OF  
BULK DATA/COMPILED INFORMATION  
(NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of the Indiana Office of Court Services:

Requestor submits this request under Administrative Rule 9(F)(3) for release of bulk data/compiled information not excluded from public access by Administrative Rule 9(G).

<b>I. Identity of Requestor</b>	Jeffrey Cox
<b>Address</b>	2522 Chambers Road Suite 184 Tustin, CA 92780
<b>Contact and Title</b>	Director
<b>Telephone:</b>	866-959-1339
<b>E-Mail:</b>	<input type="checkbox"/> None jeffc@unicourt.com Enter Email Address
<b>Website:</b>	<input type="checkbox"/> None https://unicourt.com/ Enter Website Address

**II. List all known business entity names related to Requesting Party that will participate in the use and dissemination of the data provided:**

☐ None ☒ Listed Here

UniCourt Inc.

**III. Identification of bulk data/compiled Information sought (specify and describe the records sought and the compiler or location):**

Bulk Data and Compiled Information, including all court dockets and documents, for all available Indiana Court Records that are "In Electronic Form" (Rule 9. Access to Court Records)

**IV. Identify the frequency with which bulk data and compiled information is being requested to be transferred to Requestor by each Court listed in Section III.**



One Time Distribution



Periodic

Frequency Desired

**V. Identification of Court(s) exercising jurisdiction over the records (list the courts):**

Indiana Supreme Court, Indiana Tax Court, All Indiana Courts of Appeals, All Indiana Circuit Courts, All Indiana Superior Courts, All Indiana Small Claims Courts, All Indiana Town Courts, and All Indiana City Courts  
If necessary, a complete list of each individual court can be provided.

**VI. Purpose for Request: What is the purpose of the request and how is release of the requested data consistent with the purposes of Administrative Rule 9 (set forth reason)?**

The purpose of the request is to improve access to court records and provide transparency and government accountability as outlined in Administrative Rule 9 (A)(2)(d), (e).

**VII. Describe how fulfilling the request is an appropriate use of public resources.**

This request is made pursuant to the offer for bulk data and compiled information on the following webpage on the Indiana Judiciary's website regarding bulk data applications: <https://www.in.gov/judiciary/iocs/3285.htm>

**VIII. Attach a sample copy of all Requesting Party's company policies/user agreement provided to the Requesting Party's subscribers, customers, clients, or other party that govern the use of the data listed in II.**

All UniCourt policies can be readily accessed at <https://unicourt.com/>

<b>IX. Requestor is or is not willing to pay an amount determined to be the fair market value of the information. If not, why?</b>	
<input checked="" type="checkbox"/> <b>Willing to Pay</b>	<input checked="" type="checkbox"/> <b>Unwilling to Pay. Reason</b> <u>Only willing to pay what's required by law to purchase such records.</u>

**By signing this request, I represent that I am authorized to do so on behalf of Requestor.**

<b>Signature</b>	Jeffrey Cox
<b>Printed Name</b>	Jeffrey Cox
<b>Title</b>	Director
<b>Date</b>	03/15/2019

## **EXHIBIT D**

### **SCHEDULE OF FEES**

#### **BULK DATA DISTRIBUTION**

<b>Filed Drop Method</b>		<b>Messaging Method</b>
\$0.01 per case	Closed Cases	\$0.01 per case
\$0.10 per case	Open Cases or Cases added since last update	\$0.15 per case
No Charge	Previously Provided Case Updates	No Charge

#### **COMPILED INFORMATION**

Compiled Information distributed on a one-time basis within a period of a year is charged at the rate of \$88.00 per hour for the time required to provide the data.

#### **NON-CONFIDENTIAL ROLL OF ATTORNEYS DATA**

The entire Roll for the Indiana Bar is available via encrypted email at no charge with the recipient filtering the data as desired.

#### **NON-CONFIDENTIAL APPELLATE CASE BRIEF SUBSCRIPTION**

Calendar Year 2019 - \$10,000.00 – Includes all briefs filed by attorneys in non-confidential cases since April 1, 2016 and through December 31, 2019.

Subsequent Years – the Office of Judicial Administration (OJA) will evaluate the pilot project in 2019 to determine whether to continue the subscription service in subsequent years and at what cost.

