STATE OF INDIANA

DIVISION OF
STATE COURT ADMINISTRATION

RANDALL T. SHEPARD, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR
DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

SUPREME COURT

30 SOUTH MERIDIAN STREET SUITE 500
INDIANAPOLIS, IN 46204-3568
(317) 232-2542
FAX (317) 233-6586
www.IN gov/judiciary

July 22, 2008

Mr. Nick Fankhauser
Vice President
Doxpop, LLC
822 East Main Street
Richmond, Indiana 47374

Dear Mr. Fankhauser:

Your request dated July 7, 2008 to obtain bulk data from Indiana trial courts in Lake and Marion Counties has been approved by the Division of State Court Administration pursuant to Administrative Rule 9(F), subject to the terms of the User Agreement for Bulk Distribution of Data and subject to the following conditions:

1. Doxpop is approved to receive bulk distribution of Court Records from Lake County and Marion County only if the courts exercising jurisdiction over the records in those counties grant written permission to Doxpop to obtain bulk distribution of Data or Compiled Information.

2. Doxpop may not transfer the bulk Data and Compiled Information to any third-party pending determination of the information requested by the Division of State Court Administration in Section XII of the Request for Release of Bulk Data/Compiled Information.

3. Doxpop may not post the information on the Internet as a CCS without first obtaining the approval of the clerks and majority of judges in Lake and Marion Counties under Trial Rule 77(K).

Sincerely,

James R. Walker

James R. Walker
Director of Trial Court Management

Indiana Supreme Court
Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The Indiana Supreme Court through its Division of State Court Administration ("Division") and **Doxpop LLC** ("Requesting Party") hereby enter into this User Agreement for Bulk Distribution of Data or Compiled Information ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

Recitals

A. Pursuant to Rule 9(F)(2), the Division is responsible for approving all requests for bulk distribution of Data or Compiled Information by Indiana Courts.

B. The Division reviews each request for bulk distribution to insure that the request is consistent with the purposes of Rule 9 and that each request is an appropriate use of public resources.

C. The Requesting Party seeks bulk distribution of Data or Compiled Information for its own use and understands that it must comply with the provisions of this Agreement.

D. The Division requires that the Requesting Party understand and agree to comply with certain restrictions on usage of the Data and Compiled Information.

E. The Requesting Party is not automatically entitled to the distribution of Data or Compiled Information of a county simply by the approval of this user agreement by the Division.

F. The Requesting Party will be required to pay reasonable costs incurred by the Division or by the responding Court/Clerk in responding to the request for bulk distribution.

G. The bulk distribution is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies' policies.

Agreement

1. **Definitions**. For the purpose of this Agreement, the following definitions shall apply:

   A. "Administrative Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court agency, or Clerk of

Court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.

B. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.

C. "Bulk Distribution" means the distribution of all, or a significant subset of Court Records not excluded from public access, in electronic form if possible, as is, and without modification or compilation.

D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court Agency or Clerk of Court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).

E. "Clerk of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.

F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of all or a subset of all of the information from more than one individual Court Record in electronic form in response to the approved request for bulk distribution.

G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.

H. "Court Records" means both Case Records and Administrative Records.

I. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.

J. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.

K. "Public Access" means the process whereby a person may inspect and copy the information in a Court Record, not excluded by Rule 9(G) or (H).

L. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to counties shall be made.

2. **Grant**. Subject to permission from the counties or Courts identified below, the Division hereby grants to the Requesting Party restricted authorization to receive from such counties or Courts the Court Records specifically identified below for the Requesting Party's use in accordance with the terms and conditions contained herein.

Execution of this Agreement and approval of the Requesting Party's request by the Division do not create any mandatory obligation on the part of any county or Court to provide Court Records to the requesting Party. Pursuant to Administrative Rule 9(F), the counties or Courts identified below must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources. Counties and Courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for providing the Court Records to the Requesting Party.

A. **Court Records sought**:

Please see "Attachment A"

B. **Requested Counties**:

Lake and Marion Counties

3. **Rights and Interests**. All rights, title and interests in and to the Court Records including all intellectual property rights therein shall remain with the counties or Courts. The Requesting Party shall not gain any proprietary right to or interest in any Court Records provided to the Requesting Party as a result of this Agreement. All rights, title and interests in materials created by or for Requesting Party for use in connection with the Court Records including all intellectual property rights therein shall be owned by the Division and the Requesting Party hereby assigns such rights, title and interests to the Division. Those rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all entities related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this Section 3.

4. **Ongoing Data Scrubbing and Update Requirements**. The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

5. **Restrictions on Use of Data.**

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

B. **Resale of Data**. Except as set forth in Section 6, the Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided pursuant to this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case

Record as part of a service provided by Requesting Party. The Requesting Party shall not reconfigure the Court Records for subsequent bulk distributions.

C. **Policies for dissemination of Data**. The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the County Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.

6. **Bulk Transfer to Third Parties**. If the Requesting Party has submitted a request to transfer bulk Data or Compiled Information to third parties as part of the Request attached hereto as Exhibit C and such request has been approved by the Division as part of the Approval Letter attached hereto as Exhibit D, then the Requesting Party may transfer the bulk Data and Compiled Information it is authorized to receive under this Agreement to such third party subject to the terms of this Agreement. The Requesting Party shall supplement its Request in Exhibit C with a copy of any Agreement entered into with the third party subject to the execution of this Agreement. The Requesting Party may not transfer bulk Data or Compiled Information to any third party who has not signed a User Agreement with the Division. The Requesting Party may not charge the third party any more than the amount for time and material set forth in Exhibit C.

7. **Reporting Requirement.** Within thirty (30) days after the Requesting Party has received the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, attached hereto as Exhibit E (Form TCM-AR9(F)-3).

8. **Disclosure Requirements.** The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party 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). The Division of State Court 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. The user should verify the information by personally consulting the official record maintained by the court in question.

9. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

   A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

   B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

   C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

10. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement is provided "As Is". The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records. **Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record**.

11. **Limitation of Liability.** The Requesting Party acknowledges and accepts that the Court Records or Data may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

   A. The Division, 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 by the Requesting Party or any of its subscribers, authors, clients or other third parties of the Court Records or Data.

   B. The Division, 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 Agreement.

C. The Division, 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 or Data.

12. **Indemnification.** The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party or any of its subscribers, customers, clients or third parties.

13. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

14. **Termination and Renewal.**

A. **General**. Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. **Renewal**. This agreement expires on January 31, 2009, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after January 1, 2009. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at www.in.gov/judiciary/admin/forms/admin/index.html.

C. **Termination for Cause**. The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party or any third party to whom the Requesting Party has transferred bulk Data or Compiled Information and any such violation shall result in immediate termination of this agreement by the Division, at which time all Court Records and Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be returned to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.

D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

E. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

F. **Termination in Event of Failure to Update.** The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. **Attachments.** This Agreement incorporates by way of attachment the following:

A. 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;

B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as Exhibit B;

C. The original Request provided to the Division from the Requesting Party as Exhibit C; and

D. The approval letter provided to the Requesting Party from the Division as Exhibit D.

E. The Distribution Receipt Forms (Form TCM-AR9(F)-3).

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

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 7th day of July, 2008.

Requesting Party	Division
By: Raymond F. Ontko	By: Lilia Judson
Printed: Raymond F. Ontko	Lilia Judson
Title: President	Executive Director, Indiana Supreme Court Division of State Court Administration
Date: 7/7/08	Date: 7/21/08

Attachment A

Requested Data Elements

Cases

- ID (Cause Number)
- Court
- Title (Caption)
- Type
- Status
- Disposition Method
- File Date
- Disposition Date

Parties

- Name (Last, First Middle)
- Type (Person or Entity)
- Company Acronym
- Case Role
- Identifiers (Bar ID, Badge Number, Driver's License)
- Person Birth Date
- Person Height
- Person Weight
- Person Ethnicity
- Person Citizenship
- Person Hair Color
- Person Scars or Tattoos
- Person Marital Status
- Person Alias

Charges (Criminal Cases)

- Count
- Number
- Charge Criminal Code reference
- Charge Description
- Charge Date
- Plea
- Disposition
- Disposition Date

Sentences (Criminal Cases)

- Sentence Number
- Sentence Date
- Sentence Description
- Sentence Type Code
- Sentence Type Description
- Sentence Status Code
- Sentence Status Description
- Sentence Concurrency
- Length Qualifier

- Length Days
- Length Months
- Length Years

Complaints (Civil Cases)

- Count
- Number
- Complaint Description
- Disposition Date
- Disposition Code
- Disposition Description
- Disposition Type
- Disposition Recorded Date

Remedies (Civil Cases)

- Party Found For
- Remedy Number
- Remedy Text
- Remedy Amount
- Remedy Satisfied
- Remedy Satisfaction Date

Calendar (Events)

- Date
- Time
- Location
- Event Type
- Length
- Attendees

Minute Entries

- Entry Number
- Entry Date
- Entry Type
- Notice Sent
- Order on File?
- Book/Page of associated document
- Minute Entry

Financial Information

- Fines, Fees, and Other Charges
    - Party
    - Account
    - Due Date
    - Charge
- Payments and Other Credits
    - Party
    - Account
    - Date
    - Receipt Number
    - Type

- Credit
- Remaining Balance Owed

Document Images

- Attorney Filings
- Orders and Judgments

User Agreement for Bulk Distribution of Data or Compiled Information
Exhibit A

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.

Doxpop, LLC

User Agreement for Bulk Distribution of Data or Compiled Information
Exhibit B

The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as Exhibit B.

Doxpop Terms of Service
Doxpop Registered User Agreement
Doxpop Privacy Policy
Doxpop Subscriber Fee Schedule

doxpop™

Doxpop Terms of Service

Terms of Service

Use of the doxpop, llc. (herein "Doxpop") system (herein "Doxpop Services") is conditioned on the acceptance of the following terms and conditions. Use of the Doxpop Services constitutes agreement and acceptance of these terms and conditions:

Limitations on use

The User acknowledges that the User has no right, title and interest under applicable contractual, copyright and related laws in the databases and materials made available through the Doxpop Services. In compliance with applicable law, the User shall not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that the User receives from the Doxpop Services, except as reasonably related to the legitimate purposes for which the information is requested. User shall not to use any data obtained through the use of the Doxpop Services for consumer credit purposes, consumer insurance underwriting, employment purposes, or tenant screening purposes in violation of state or federal law.

Compliant with applicable laws

Compliant with applicable laws: The User shall at all times use the Doxpop Services and the information or data obtained from it in compliance with all applicable federal, state and local laws, statutes, rules, regulations and ordinances, including but not limited to federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) and the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) (collectively, "Applicable Law").

System performance

Doxpop will use reasonable efforts to provide access to its systems, and to update, augment and maintain its compilation of information gathered from selectedpublic records and other sources. All information is provided "as is." The Doxpop Services may be unavailable for certain periods of time. Neither Doxpop nor any third party information provider shall have any liability of any type or kind for unavailability of Doxpop Services, or any failure to provide advance notice of such unavailability. The data included in the Doxpop Services is obtained from publicly available information or from various other sources. In the event any types of data become unavailable, the Doxpop Services accordingly may eliminate such types of data. The User acknowledges that the information and records provided through the Doxpop Services are not official public records. User is advised to take note of the "as of" date for information provided through the Doxpop Services.

Modification in services

Doxpop reserves the right at any time and without prior notice to User to change Doxpop Service's hours of operation or to limit User's access to the Doxpop Services in order to perform repairs, make modifications or as a result of circumstances beyond Doxpop's control. Doxpop may add or withdraw products or services to or from Doxpop Services from time to time or change prices for products or services.

Privacy Policy

Privacy policy: All use of the Doxpop Services is subject to the Doxpop Privacy Policy as set forth on Doxpop Services, and amended from time to time.

Hostile activities prohibited

Users agree to refrain from using the Doxpop Services for any activity which adversely affects the ability of other people or systems to use the Doxpop Services or the Internet. This includes "denial of service" attacks against Doxpop Services, another network host or an individual user. A User may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network to use Doxpop Services in an illegal or inappropriate manner. User shall not access, attempt to access, or permit third parties to access information through Doxpop Services that is not available to the public because of any state or federal law.

Negation of liability/warranty

NEITHER DOXPOP NOR THIRD PARTIES PROVIDING INFORMATION THROUGH DOXPOP SERVICES SHALL BE LIABLE TO USER OR TO ANY PERSON CLAIMING THROUGH USER OR TO WHOM USER MAY HAVE PROVIDED DATA FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY DOXPOP'S OR THIRD PARTIES' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING INFORMATION THROUGH THE DOXPOP SERVICES OR IN OTHERWISE PERFORMING UNDER THIS AGREEMENT. DOXPOP AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. DOXPOP AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE DOXPOP SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL DOXPOP OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY THE USER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF. NEITHER DOXPOP NOR THIRD PARTIES PROVIDING INFORMATION THROUGH DOXPOP SERVICES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, DAMAGES TO OTHER GOODS OR EQUIPMENT, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF CUSTOMERS OR CLIENTS OF USER FOR SUCH COSTS, IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE SERVICES, INFORMATION, OR THE FAILURE OF NEITHER DOXPOP NOR THIRD PARTIES PROVIDING INFORMATION THROUGH DOXPOP SERVICES TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF NEITHER DOXPOP NOR THIRD PARTIES PROVIDING INFORMATION THROUGH DOXPOP SERVICES.

Indemnification

The User hereby agrees to protect, indemnify, defend and hold harmless Doxpop and all third parties from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to use of information by the User (or any third party receiving such information from or through the User) furnished by or through the Doxpop Services to the extent such costs, claims, demands, damages, losses or liabilities (including actual attorneys' fees) do not result from the grossly negligent acts or omissions of Doxpop or third parties.

Agreement in its entirety

This Agreement sets forth the entire understanding and agreement between Doxpop and the User regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of third party services may be governed by terms and conditions different than or in addition to those herein. By use of the Doxpop Services, the User agrees to, and shall comply with, such different and/or additional changes to this Agreement as Doxpop shall make from time to time by notice to the User on-line. This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

Registered Users: By registering with Doxpop Services, you will be able to access greater amounts of information in the public record including details regarding cases, parties, calendar entries, minute entries, and financial information.

Additional questions? Feel free to contact us at any time and we'll answer any additional questions you may have. Our email address is help@doxpop.com.

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Doxpop Registered User Agreement

Use of the doxpop, llc. (herein "Doxpop") system (herein "Doxpop Services") is conditioned on the acceptance of the following terms and conditions. By registering to use Doxpop Services, the registered user (herein "Registered User") agrees and accepts the terms and conditions contained in this Registered User Agreement:

Limitations on use

The Registered User acknowledges that the Registered User has no right, title and interest under applicable contractual, copyright and related laws in the databases and materials made available through the Doxpop Services. Doxpop grants to Registered User a nonexclusive, nontransferable, limited license to access the services included herein solely for the personal, non-commercial use of Registered User, or for the purpose of performing research and related work in the regular course of Registered User's business. Except as otherwise provided herein, such license includes the right to use Doxpop Services to transfer insubstantial portions of information in machine readable form to a storage device under Registered User's exclusive control and to temporarily store such information primarily for one person's exclusive use in order to use the same in Registered User's ordinary daily work. Registered User shall not use Doxpop Services to create a searchable database of information. Such license also includes the right to use Doxpop Services to provide printouts of information for Registered User's customers or clients provided that such printouts are provided as an incidental part of, and ancillary to, Registered User performing other services for such customers or clients in the regular course of Registered User's business. Except as specifically provided herein, in compliance with applicable law, Registered User is prohibited from using Doxpop Services to download, store, reproduce, transmit, display, copy, distribute, or otherwise use information available through Doxpop Services. Registered User shall not use Doxpop Services for consumer credit purposes, consumer insurance underwriting, employment purposes, or tenant screening purposes in violation of state or federal law.

Compliant with applicable laws

The Registered User shall at all times use the Doxpop Services and the information or data obtained from it in compliance with all applicable federal, state and local laws, statutes, rules, regulations and ordinances, including but not limited to federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) and the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) (collectively, "Applicable Law").

System performance

Doxpop will use reasonable efforts to provide access to its systems, and to update, augment and maintain its compilation of information gathered from selected public records and other sources. All information is provided "as is." The Doxpop Services may be unavailable for certain periods of time. Neither Doxpop nor any third party information provider shall have any liability of any type or kind for unavailability of Doxpop Services, or any failure to provide advance notice of such unavailability. The data included in the Doxpop Services is obtained from publicly available information or from various other sources. In the event any types of data become unavailable, Doxpop accordingly may eliminate such types of data. The Registered User acknowledges that the information and records provided through the Doxpop Services are not official public records. Registered User is advised to take note of the "as of" date for information provided through the Doxpop Services.

Modification in services

Doxpop reserves the right at any time and without prior notice to Registered User to change Doxpop Service's hours of operation or to limit Registered User's access to the Doxpop Services in order to perform repairs, make modifications or as a result of circumstances beyond Doxpop's control. Doxpop may add or withdraw products or services to or from Doxpop Services from time to time or change prices for products or services.

Privacy Policy

All use of the Doxpop Services is subject to the Doxpop Privacy Policy as such document is amended from time to time.

Hostile activities prohibited

Registered Users agree to refrain from using the Doxpop Services for any activity which adversely affects the ability of other people or systems to use the Doxpop Services or the Internet. This includes "denial of service" attacks against Doxpop Services, another network host or an individual Registered User. A Registered User may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network to use Doxpop Services in an illegal or inappropriate manner. Registered User shall not access, attempt to access, or permit third parties to access information through Doxpop Services that is not available to the public because of any state or federal law.

Negation of liability/warranty

NEITHER DOXPOP NOR THIRD PARTIES PROVIDING INFORMATION THROUGH DOXPOP SERVICES SHALL BE LIABLE TO REGISTERED USER OR TO ANY PERSON CLAIMING THROUGH REGISTERED USER OR TO WHOM REGISTERED USER MAY HAVE PROVIDED DATA FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY DOXPOP'S OR THIRD PARTIES' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING INFORMATION THROUGH THE DOXPOP SERVICES OR IN OTHERWISE PERFORMING UNDER THIS AGREEMENT. DOXPOP AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. DOXPOP AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE DOXPOP SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL DOXPOP OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY THE REGISTERED USER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF. NEITHER DOXPOP NOR THIRD PARTIES PROVIDING INFORMATION THROUGH DOXPOP SERVICES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, DAMAGES TO OTHER GOODS OR EQUIPMENT, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF

CUSTOMERS OR CLIENTS OF REGISTERED USER FOR SUCH COSTS, IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE SERVICES, INFORMATION, OR THE FAILURE OF NEITHER DOXPOP NOR THIRD PARTIES PROVIDING INFORMATION THROUGH DOXPOP SERVICES TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF NEITHER DOXPOP NOR THIRD PARTIES PROVIDING INFORMATION THROUGH DOXPOP SERVICES.

Indemnification

The Registered User hereby agrees to protect, indemnify, defend and hold harmless Doxpop and all third parties from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to use of information by the Registered User (or any third party receiving such information from or through the Registered User) furnished by or through the Doxpop Services to the extent such costs, claims, demands, damages, losses or liabilities (including actual attorneys' fees) do not result from the grossly negligent acts or omissions of Doxpop or third parties.

Fee for Services

Registered User shall pay to Doxpop the subscription fees and per service charges as updated from time to time through on-line announcements and published price schedules. All current and future Doxpop pricing documents are deemed incorporated herein. Registered User shall pay Doxpop subscription fees and per service charges as set forth in the Schedule of Fees and Charges, available online, (which is subject to change) for each open Registered User account, regardless of activity and in addition to fees incurred through individual services rendered. Registered User shall be responsible for payment for all services obtained through Registered User's account. Payment by Registered User is due and payable ten (10) days from the date of invoice. If payments are past due more than ten (10) days from the date of invoice, Doxpop may deny service to Registered User. If payments are past due more than thirty (30) days, Doxpop may terminate this Agreement. Registered User is responsible for payment of all collection costs and attorney fees incurred by Doxpop through its efforts to collect on balance(s) owed by Registered User. All remittances shall be sent to doxpop, llc., P.O. Box 1165, Richmond, Indiana 47375-1165.

Termination

You may terminate your subscription at any time. Subscriptions may be initially designated as a single month in duration or as "auto-renewing," meaning that we will bill your credit card or submit an invoice for payment each month, on the same calendar day of your original subscription, until you cancel. If the calendar day on which you subscribed does not exist in the following month(s), the billing date will be the date closest to the subscription anniversary date. For example, if you subscribe on June 10, your next billing date is July 10. If you subscribe on March 31, your next billing date is April 30. For billing purposes, we will keep your credit card information or other payment authorization information on file and may ask you to update it. You may cancel your monthly subscription prior to the next billing date to avoid future charges by calling 1-765-965-7363. Subscription fees are charged for one-month service periods. If you cancel your subscription before the end of your current service period, your service will remain active until the end of the current service period. Subscriptions for periods of more than one (1) month can be terminated as of the current month, however, charges for the subscription period will be recalculated as if the subscription was on a month-to-month basis. If you fail, or we suspect that you have failed, to comply with any of the provisions of this Agreement, Doxpop, at its sole discretion, may terminate this Agreement and your access to Doxpop Services.

Agreement in its entirety

This Agreement sets forth the entire understanding and agreement between Doxpop and the Registered User regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of third party services may be governed by terms and conditions different than or in addition to those herein. By use of the Doxpop Services, the Registered User agrees to, and shall comply with, such different and/or additional changes to this Agreement as Doxpop shall make from time to time by notice to the Registered User on-line, or in writing.

Additional terms

This Agreement shall be interpreted in accordance with the laws of the State of Indiana. Registered User may not assign this Agreement, or sub-license, assign or delegate any right or duty hereunder, without the prior written consent of Doxpop. Any such purported assignment without such prior written consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The failure of Doxpop at any time to require performance by Registered User of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by Doxpop of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. Each third party supplier of Information has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

Additional questions? Feel free to contact us at any time and we'll answer any additional questions you may have. Our email address is help@doxpop.com

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Doxpop Privacy Policy

Privacy Policy

Doxpop respects and protects the privacy of the individuals that use Doxpop's information services ("Doxpop Information Services"). Individually identifiable information about you is not willfully disclosed to any third party without first receiving your permission, as explained in this privacy policy ("Privacy Policy").

What information does Doxpop collect?

Doxpop does not collect any unique information about you (such as your name, email address, etc.) except when you specifically and knowingly provide such information. With each query or page visited at Doxpop web sites, Doxpop notes and saves information such as time of day, browser type, IP address, and for registered users, your username. This information is used to monitor how the Doxpop site is utilized by typical users in order to help provide better service.

With whom does Doxpop share information?

Doxpop may share aggregated information about users with business partners, sponsors, advertisers, and other third parties. However, we will not share personally identifiable information with any third party without your express consent. For example, we may disclose how frequently the average Doxpop user visits Doxpop, or which search types are performed most often. Please be aware, however, that we will release specific personal information about you if required to do so in order to comply with any valid legal process such as a search warrant, subpoena, statute, or court order.

Your consent and changes to the Privacy Policy

By using the Doxpop Information Services and our web site, you consent to the collection and use of your information as we have outlined in this policy and to the Terms of Service. Doxpop may decide to change this policy from time to time. When we do, we will always post those changes on this page so that you are always aware of the information we collect, how we use it, and under what circumstances we disclose it. We will always send an email message to registered users notifying them of any change to this Privacy Policy.

Who can I ask if I have additional questions?

Feel free to contact us at any time and we'll answer any additional questions you may have. Our email address is help@doxpop.com.

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Doxpop Subscriber Fee Schedule

Contents

- New Pricing effective 6/1/2008
- Pricing until 5/31/2008
- Description of Court Case Information Services
- Description of Recorded Document Information Services
- Conditions Applying to Government and Non-Profit Rates

New Pricing (effective 6/1/2008)

Included searches per month	20	60	200	600	2000	6000
Additional searches	$3.00	$1.80	$0.96	$0.58	$0.30	$0.18
Per-Page Recorded Document Purchasing	$1.35	$1.35	$1.00	$1.00	$1.00	$1.00
Saved cases and documents	20	60	200	600	2000	6000
Search watches	20	60	200	600	2000	6000
Access to all cases and documents	✓	✓	✓	✓	✓	✓
My Saved Cases Calendar		✓	✓	✓	✓	✓
My Search Regions			✓	✓	✓	✓
Price per month	$30	$54	$96	$174	$300	$540

There are several important features of all pricing plans:

- No charge for additional users. Add as many users as you like, no need to have all searching done by one person.
- No additional charge for access to the Recorded Document Index. (Per-page image charges apply.)
- If you use all of your allotted searches, you can easily upgrade mid-month without penalty.
- Searches unused at the end of a service period do not carry over into the next period.

Searches occur each time you click on a "Search" button or click on a link that has a spyglass (magnifying glass) next to it. A search is also counted each time a saved search is run automatically on a schedule (a "scheduled search"), and for each item you click on in a search watch notfication. Looking at the details of a case or party does not count as a search.

Saved cases and documents allow you to "bookmark" an individual court case or recorded document so that you don't have to search for it again later. For each plan level, there is a maximum number of saved items (cases plus documents) for each account. If you attempt to save a new case or document, you cannot exceed this limit. You may also wish to place an "alert" on any case or document so that you receive email notification as soon as this item is changed. There is additional charge for placing an alert on a saved court case or recorded document.

Search watches allow you to be notified immediately when cases or documents are added or changed that meet the criteria of a search. For each plan level, there is a maximum number of "watched" searches for each account. If you attempt to put a watch on a search, you cannot exceed this limit.

My Saved Cases Calendar permits you to see any upcoming court events for those cases that have been saved in your My Saved Cases folder. You do not need to be an attorney with a bar ID to use this feature. This feature is available to all users of accounts that subscribe at the $54.00 per month plan or above. Click here for more information.

My Search Regions permits you to create and name search regions that are of regular use to you, with any number of counties in each one. Your customized search regions appear in the pull-down Searching menu, along with the individual counties and the "All Counties" choices. This feature is available to all users of accounts that subscribe at the $96.00 per month plan or above. Click here for more information.

Pricing (until 5/31/2008)

Included searches per month	20	60	200	600	2000	6000
Additional searches	$2.50	$1.50	$0.80	$0.50	$0.25	$0.15
Per-Page Recorded Document Purchasing	$1.35	$1.35	$1.00	$1.00	$1.00	$1.00
Access to all cases and documents	✓	✓	✓	✓	✓	✓
My Saved Cases Calendar		✓	✓	✓	✓	✓
My Search Regions			✓	✓	✓	✓
Price per month	$25	$45	$80	$145	$250	$450

There are several important features of all pricing plans:

- No charge for additional users. Add as many users as you like, no need to have all searching done by one person.

- No additional charge for access to the Recorded Document Index. (Per-page image charges apply.)
- If you use all of your allotted searches, you can easily upgrade mid-month without penalty.
- Searches unused at the end of a service period do not carry over into the next period.

My Saved Cases Calendar can be accessed by all users of accounts that subscribe at the $45.00 per month plan or above.

My Search Regions can be accessed by all users of accounts that subscribe at the $80.00 per month plan or above.

Description of Court Case Information Services

All services are subject to our Registered User Agreement

Registered User Access includes access to all advanced on-line search facilities and all information designated by the court as available to registered users. Registered users are able to print a Chronological Case Summary (CCS), Schedules, and other reports on their local printers directly from the web browser.

E-Mail Notification is available as a free service to any registered user. This service will e-mail the user a copy of any notice or schedule change involving the user each time Doxpop receives a data update from the court. This service helps busy attorneys keep track of their schedule and know of important events immediately.

Search Watch allows a registered user to receive notification when any information matching particular criteria appears in a data update. A common use for this service might be watching for any new filings involving a client or watching for new information involving a current case. Search Watch is like having an agent to do your repetitive searching for you. A Search Watch may be configured to run every time Doxpop receives an update from the court, or less often for searches that are not as time-sensitive. This service is particularly useful to anyone who needs similar searches run on a regular basis.

Unregistered User Access costs nothing and includes access to the simple name and case search facilities and the ability to view basic information about open cases.

Note: All Doxpop services depend upon accurate data entry and timely updates from the court. It is our mission to quickly and accurately reflect all information passed to us by the court, but we cannot be responsible for omissions or errors in the data that is presented by the court.

Description of Recorded Document Information Services

All services are subject to our Registered User Agreement

Registered User Access includes access to all advanced on-line search facilities and all information contained in the Index to Recorded Documents for a single county.

Delivery of Recorded Document Images is available at a rate of $1.35 per page. The Registered User may first view document images in a "thumbnail" format suitable for determining the location of key sections in the document and then choose to buy access to the full-size version of the entire document or a list of designated pages within the document. Delivery of the document images will be in "PDF" format and are available to the user for download at any time during the 24-hour period following purchase.

Note: All Doxpop services depend upon accurate data entry and timely updates from the County Recorder. It is our mission to quickly and accurately reflect all information passed to us by the County Recorder, but we cannot be responsible for omissions or errors in the data that is presented by the County Recorder.

Conditions Applying to Government and Non-Profit Rates

Government Organization is defined as any organization supported solely by tax revenues.

Non-Profit Organization (NPO) is defined as any organization with 501 (c)(3) tax status.

To receive discounted rates please call our offices at (765) 965-7363 before registering on line. If you are claiming NPO status, we will ask that you fax or mail us a copy of your 501 (c)(3) federal tax exemption letter.

No quantity discounts are available at this already reduced rate

Government and NPO rates apply only to users who are using Doxpop Services solely in support of their work for a Government or NPO. For instance, a part-time public defender who also runs a private practice may not use a Government rate account for the private practice.

Note: Our ability to offer this rate is the result of the local counties, Computer Systems of Indiana and Doxpop all agreeing collectively to forego a part of their normal revenues for these subscribers. If this rate has helped your Non-Profit organization, please take a moment to thank your local elected officials for agreeing to participate in this discount.

User Agreement for Bulk Distribution of Data or Compiled Information
Exhibit C

The original Request provided to the Division from the Requesting Party as Exhibit C.

[The original AR-9(F) request is available on file with the Indiana Supreme Court, Division of State Court Administration.]

User Agreement for Bulk Distribution of Data or Compiled Information
Exhibit D

The approval letter provided to the Requesting Party from the Division as Exhibit D.

User Agreement for Bulk Distribution of Data or Compiled Information
Exhibit E

The Distribution Receipt Forms (Form TCM-AR9(F)-3).

[To be attached following first delivery of data in each jurisdiction under this agreement.]

STATE COURT ADMINISTRATION

2008 RENEWAL REQUEST FORM FOR ADMINISTRATIVE RULE 9(F) DISTRIBUTION APPROVAL

Entity Name(s) (including subsidiaries):	Doxpop, LLC
Contact Information:	Nick Fankhauser, Doxpop LLC PO Box 1165, Richmond, IN 47375-1165 (765) 965-7363 nickf@doxpop.com
Date of Original Approval pursuant to A.R. 9(F)	March 29, 2006
Previous Court Records requested	All court case records not excluded from public access per Administrative Rule 9(G)
Previous Counties requested and approved	Lake
Counties with which entity has distribution relationship (ongoing or previous)	None.
Changes proposed for 2008 approval (i.e. new counties, new court records requested)	None.
Comments:	

Date submitted: July 7, 2008

Prepared by: Nick Fankhauser

Signature by responsible party: Nick Fankhauser

Printed name and title: Nick Fankhauser, VP Product Development

Contact email address: nickf@doxpop.com

Request for Bulk Data/Compiled Information

STATE OF INDIANA
IN THE _____COURT
CASE NUMBER_____

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

To the Executive Director of State Court Administration:

Pursuant to Administrative Rule 9(F)(3) this request for release of bulk data/compiled information that does not contain information excluded from public access pursuant to Administrative Rule 9(G) or (H) is submitted:

I.	**Identity of Applicant:**	Doxpop, llc
	Address:	822 East Main Street Richmond, Indiana 47374
	Telephone:	(765) 965-7363 **Fax:** (765) 962-9788
	E-Mail	nickf@doxpop.com

II. Identification of Bulk Data/Compiled Information sought:

(specify and describe the records sought and the compiler or location)

Please see "Attachment A" for a complete list of requested data elements. We believe that the requested data elements are already included in the data feed used by Lake County Data Processing to produce the database used for the Lake County Online Docket System. If this data feed currently includes information not requested by Doxpop,llc (DOXPOP), there is no need to modify it for our purposes, we will simply discard unused information.

III. Identification of Court(s) Exercising Jurisdiction Over the Records:

(List the Court(s))

The requested records include case tracking and management information under the jurisdiction of the following Lake County Courts:

Lake Circuit Court
Lake Superior Court, Criminal Division #1

Lake Superior Court, Criminal Division #2
Lake Superior Court, Criminal Division #3
Lake Superior Court, Criminal Division #4
Lake Superior Court, Civil Division #1
Lake Superior Court, Civil Division #2
Lake Superior Court, Civil Division #3
Lake Superior Court, Civil Division #4
Lake Superior Court, Civil Division #5
Lake Superior Court, Civil Division #6
Lake Superior Court, Civil Division #7
Lake Superior Court, County Division #1
Lake Superior Court, County Division #2
Lake Superior Court, County Division #3
Lake Superior Court, County Division #4
Lake Superior Court, Juvenile Division

Note: Although we understand that many cases from the Juvenile Division will be excluded from public access, we are including this division because we do wish to obtain information pertaining to any cases heard in this Division that are deemed public.

IV. Purpose for Request: Is release consistent with the purposes of Administrative Rule 9? Are resources available to prepare the information? Is fulfilling the request an appropriate use of public resources?

(Set forth reason)

Consistent with the purposes of Administrative Rule 9:

The mission of DOXPOP is very much aligned with the purposes of Administrative Rule 9. We strive to balance the American principles of transparent government with a reasonable expectation of privacy for individuals. We also believe that any provider of public access to information must keep information current and advise users of the timeliness of information. That is why we are seeking an ongoing data feed that both allows timely updates and facilitates swift response to redaction of records. In addition to these general principles, DOXPOP's use of court information is consistent with the specific purposes of Administrative Rule 9 as set forth below. (Italicized phrases denote correspondence to the purposes listed in Administrative Rule 9 (A)(2), sections (a) through (k).)

DOXPOP provides a web-based service available to any person or organization seeking information regarding county court records in Indiana. As such, the operation of the Doxpop service *promotes accessibility to court records.*

Most users of the Doxpop system are professionals who interact with the courts regularly. The DOXPOP system provides timely access to current court information thus freeing court staff from

routine information requests. The Doxpop system allows courts to focus on judicial matters, thus *supporting the role of the judiciary.*

By providing the public with unfettered access to court information, the Doxpop system *promotes government accountability.*

By providing easy access to records related to perpetrators of violent crime in a statewide context, the Doxpop system provides a tool that may used by the courts or any individual to easily identify those individuals with a tendency to repeat violent offenses, thus *contributing to public safety.*

In addition to the services noted above which contribute to the safety of all individuals, the Doxpop service provides public safety agencies across the State of Indiana with a tool that immediately allows them to confirm the existence of protective orders in any participating county, thus assuring timely enforcement which will *minimize the risk of injury to individuals.* By complying strictly with all of the particulars of Administrative Rule 9 regulations pertaining to removal of information that may tend to identify victims or witnesses in criminal cases, the Doxpop service also *minimizes the risk of injury* to this vulnerable group.

As noted above, DOXPOP is not requesting any information excluded from public access. Further, DOXPOP makes a reasonable effort to screen out similar information, if received, for records created prior to 2005, thus providing further *protection of individual privacy rights and interests* and *protecting proprietary business information.*

In addition to thorough compliance with all rules intended to protect reasonable privacy rights, the Doxpop service allows individuals and organizations to readily access appropriate public information thus removing one barrier to interaction with the courts and *minimizing reluctance to use the court system.*

The Doxpop service reduces the number of routine inquiries for court information while allowing court staff to quickly access court information from other counties when it is needed. These features help county courts *make the most effective use of court and clerk of court staff.*

By freeing court staff from routine inquiries and facilitating communication between courts and professionals who regularly interact with the courts, the Doxpop service allows court staff to focus on individuals with unique needs, thus allowing them to *provide excellent customer service.*

The Doxpop service, as demonstrated in other counties where it already provides access to public court records, has demonstrated that it not only *does not burden the ongoing business of the judiciary*, it in fact supports the ongoing business of the judiciary.

V. Attach a copy of each permission from a Court or County to obtain bulk distribution of Data or Compiled Information that has already been issued.

None have already been issued for this county.

VI. Attach a copy of each Agreement Applicant has entered into with each Court or County listed in Section III to provide public access services or to obtain bulk distribution of Data or Compiled Information.

No agreements have been entered into for this county.

VII. Identify the frequency with which bulk Data and Compiled Information is being requested to be transferred to applicant by each Court and county listed in Section III.

DOXPOP is specifically requesting access to the data feed used to support the Lake County Online Docket System. This means that this request is not a request for a single transfer of information. Rather, this request is for access to a large initial transfer of information followed by regular updates. It is our understanding that Lake County updates the Lake County Online Docket System every 11 minutes. We believe that our interest in receiving frequent updates serves both the Judiciary and the public by ensuring that records are current and allowing an automated means of redacting records quickly in the event that a court releases records accidentally or judges a record to be worthy of exclusion from public access after initial release.

VIII. Describe the resources available to prepare the information.

The data feed to which DOXPOP is requesting access has already been prepared for use with the Lake County Online Docket System. Presumably there will be some setup work involved in directing the data feed to a second recipient but this should not involve acquiring new resources.

DOXPOP is requesting access to an existing data feed to avoid burdening the county courts or incurring unreasonable cost. While we are most interested in obtaining the data elements noted in "Attachment A", we are also willing to consider simply working with all of the data elements currently in the existing data feed, particularly if doing so will reduce the burden on court resources and reduce cost.

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

As noted above, the resources required to fulfill this request already exist and DOXPOP is willing to reimburse any reasonable costs associated with directing a copy of the existing data feed to our system. Because no new resources are required and the request supports the purposes of Administrative Rule 9, we believe that fulfilling this request is an appropriate use of public resources.

X. Applicant is (is not) willing to pay the reasonable cost of responding to this request. If not, why?

DOXPOP is willing to pay the reasonable cost of responding to the request. Because Lake County has already developed a data feed which will support this request, we anticipate that the cost will involve a modest fee to set up a second destination for the data feed and ongoing support for this destination.

XI. Does this Request include a request for permission to transfer the bulk Data and Compiled Information to a third party?

Yes.

XII. If the answer to the question in Section XI is no, there is no need to provide the following information but if the answer is yes, please provide the following:

A. the name of the third party or parties;
Not yet determined.

B. the amount that will be charged to the third party, based solely upon time and materials required to deliver the bulk data;
Not yet determined.

C. the frequency with which charges will be incurred; and,
Not yet determined.

D. the frequency of the transfer of data and information to the third party.
Not yet determined.

E. Attach a copy of the Agreement entered into or intended to be entered into with each third party.
No agreements currently available. Pending approval of fee basis by Division of State Court Administration

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

Signature

Nick Fankhauser
Printed Name

VP Product Development
Title

July 7, 2008
Date

Attachment A

Requested Data Elements

Cases

- ID (Cause Number)
- Court
- Title (Caption)
- Type
- Status
- Disposition Method
- File Date
- Disposition Date

Parties

- Name (Last, First Middle)
- Type (Person or Entity)
- Company Acronym
- Case Role
- Identifiers (Bar ID, Badge Number, Driver's License)
- Person Birth Date
- Person Height
- Person Weight
- Person Ethnicity
- Person Citizenship
- Person Hair Color
- Person Scars or Tattoos
- Person Marital Status
- Person Alias

Charges (Criminal Cases)

- Count
- Number
- Charge Criminal Code reference
- Charge Description
- Charge Date
- Plea
- Disposition
- Disposition Date

Sentences (Criminal Cases)

- Sentence Number
- Sentence Date
- Sentence Description
- Sentence Type Code
- Sentence Type Description
- Sentence Status Code
- Sentence Status Description
- Sentence Concurrency
- Length Qualifier

- Length Days
- Length Months
- Length Years

Complaints (Civil Cases)

- Count
- Number
- Complaint Description
- Disposition Date
- Disposition Code
- Disposition Description
- Disposition Type
- Disposition Recorded Date

Remedies (Civil Cases)

- Party Found For
- Remedy Number
- Remedy Text
- Remedy Amount
- Remedy Satisfied
- Remedy Satisfaction Date

Calendar (Events)

- Date
- Time
- Location
- Event Type
- Length
- Attendees

Minute Entries

- Entry Number
- Entry Date
- Entry Type
- Notice Sent
- Order on File?
- Book/Page of associated document
- Minute Entry

Financial Information

- Fines, Fees, and Other Charges
    - Party
    - Account
    - Due Date
    - Charge
- Payments and Other Credits
    - Party
    - Account
    - Date
    - Receipt Number

    - Type
    - Credit
- Remaining Balance Owed

Document Images

- Attorney Filings
- Orders and Judgments

STATE COURT ADMINISTRATION

2008 RENEWAL REQUEST FORM FOR ADMINISTRATIVE RULE 9(F) DISTRIBUTION APPROVAL

Entity Name(s) (including subsidiaries):	Doxpop, LLC
Contact Information:	Nick Fankhauser, Doxpop LLC PO Box 1165, Richmond, IN 47375-1165 (765) 965-7363 nickf@doxpop.com
Date of Original Approval pursuant to A.R. 9(F)	December 22, 2006
Previous Court Records requested	All court case records not excluded from public access per Administrative Rule 9(G)
Previous Counties requested and approved	Marion
Counties with which entity has distribution relationship (ongoing or previous)	None.
Changes proposed for 2008 approval (i.e. new counties, new court records requested)	None.
Comments:	

Date submitted: July 7, 2008

Prepared by: Nick Fankhauser

Signature by responsible party: Nick Fankhauser

Printed name and title: Nick Fankhauser, VP Product Development

Contact email address: nickf@doxpop.com

Request for Bulk Data/Compiled Information

STATE OF INDIANA
IN THE _____ COURT
CASE NUMBER_____

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

To the Executive Director of State Court Administration:

Pursuant to Administrative Rule 9(F)(3) this request for release of bulk data/compiled information that does not contain information excluded from public access pursuant to Administrative Rule 9(G) or (H) is submitted:

I. **Identity of Applicant:** Doxpop, llc
Address: 822 East Main Street
Richmond, Indiana 47374
Telephone: (765) 965-7363 **Fax:** (765) 962-9788
E-Mail nickf@doxpop.com

II. Identification of Bulk Data/Compiled Information sought:

(specify and describe the records sought and the compiler or location)

Please see "Attachment A" for a complete list of requested data elements. We believe that the requested data elements are already included in the data feed used by Marion County Courts to produce the database used for the "CivicNet" (AKA "LoGO Indiana") System. If this data feed currently includes information not requested by Doxpop,llc (DOXPOP), there is no need to modify it for our purposes, we will simply discard unused information.

III. Identification of Court(s) Exercising Jurisdiction Over the Records:

(List the Court(s))

The requested records include case tracking and management information under the jurisdiction of the following Marion County Courts:

Marion Circuit Court
Marion Superior Court Civil, Criminal, and Probate Divisions

Marion Superior Court Environmental Division
Marion Superior Court, Juvenile Division

Note: Although we understand that many cases from the Juvenile Division will be excluded from public access, we are including this division because we do wish to obtain information pertaining to any cases heard in this Division that are deemed public. We also recognize that there may not be an existing data feed from the Environmental Division or the Juvenile Division. If that is the case, we are willing to start by using only the data that is available from the existing data feed in order to avoid any undue burden on the Court.

IV. Purpose for Request: Is release consistent with the purposes of Administrative Rule 9? Are resources available to prepare the information? Is fulfilling the request an appropriate use of public resources?

(Set forth reason)

Consistent with the purposes of Administrative Rule 9:

The mission of DOXPOP is very much aligned with the purposes of Administrative Rule 9. We strive to balance the American principles of transparent government with a reasonable expectation of privacy for individuals. We also believe that any provider of public access to information must keep information current and advise users of the timeliness of information. That is why we are seeking an ongoing data feed that both allows timely updates and facilitates swift response to redaction of records. In addition to these general principles, DOXPOP's use of court information is consistent with the specific purposes of Administrative Rule 9 as set forth below. (Italicized phrases denote correspondence to the purposes listed in Administrative Rule 9 (A)(2), sections (a) through (k).)

DOXPOP provides a web-based service available to any person or organization seeking information regarding county court records in Indiana. As such, the operation of the Doxpop service *promotes accessibility to court records.*

Most users of the Doxpop system are professionals who interact with the courts regularly. The DOXPOP system provides timely access to current court information thus freeing court staff from routine information requests. The Doxpop system allows courts to focus on judicial matters, thus *supporting the role of the judiciary.*

By providing the public with unfettered access to court information, the Doxpop system *promotes government accountability.*

By providing easy access to records related to perpetrators of violent crime in a statewide context, the Doxpop system provides a tool that may used by the courts or any individual to easily identify those individuals with a tendency to repeat violent offenses, thus *contributing to public safety.*

In addition to the services noted above which contribute to the safety of all individuals, the Doxpop service provides public safety agencies across the State of Indiana with a tool that immediately allows them to confirm the existence of protective orders in any participating county, thus assuring

timely enforcement which will *minimize the risk of injury to individuals.* By complying strictly with all of the particulars of Administrative Rule 9 regulations pertaining to removal of information that may tend to identify victims or witnesses in criminal cases, the Doxpop service also *minimizes the risk of injury* to this vulnerable group.

As noted above, DOXPOP is not requesting any information excluded from public access. Further, DOXPOP makes a reasonable effort to screen out similar information, if received, for records created prior to 2005, thus providing further *protection of individual privacy rights and interests* and *protecting proprietary business information.*

In addition to thorough compliance with all rules intended to protect reasonable privacy rights, the Doxpop service allows individuals and organizations to readily access appropriate public information thus removing one barrier to interaction with the courts and *minimizing reluctance to use the court system.*

The Doxpop service reduces the number of routine inquiries for court information while allowing court staff to quickly access court information from other counties when it is needed. These features help county courts *make the most effective use of court and clerk of court staff.*

By freeing court staff from routine inquiries and facilitating communication between courts and professionals who regularly interact with the courts, the Doxpop service allows court staff to focus on individuals with unique needs, thus allowing them to *provide excellent customer service.*

The Doxpop service, as demonstrated in other counties where it already provides access to public court records, has demonstrated that it not only *does not burden the ongoing business of the judiciary*, it in fact supports the ongoing business of the judiciary.

V. Attach a copy of each permission from a Court or County to obtain bulk distribution of Data or Compiled Information that has already been issued.

None have already been issued for this county.

VI. Attach a copy of each Agreement Applicant has entered into with each Court or County listed in Section III to provide public access services or to obtain bulk distribution of Data or Compiled Information.

No agreements have been entered into for this county.

VII. Identify the frequency with which bulk Data and Compiled Information is being requested to be transferred to applicant by each Court and county listed in Section III.

DOXPOP is specifically requesting access to the data feed used to support the Marion County CivicNet System. This means that this request is not a request for a single transfer of information. Rather, this request is for access to a large initial transfer of information followed by regular updates. It is our understanding that Marion County updates the Marion County CivicNet System at frequent intervals. We believe that our interest in receiving frequent updates serves both the Judiciary and the public by ensuring that records are current and allowing an

automated means of redacting records quickly in the event that a court releases records accidentally or judges a record to be worthy of exclusion from public access after initial release.

VIII. Describe the resources available to prepare the information.

The data feed to which DOXPOP is requesting access has already been prepared for use with the Marion County CivicNet System. Presumably there will be some setup work involved in directing a copy of the data feed to a second recipient but this should not involve acquiring new resources.

DOXPOP is requesting access to an existing data feed to avoid burdening the county courts or incurring unreasonable cost. While we are most interested in obtaining the data elements noted in "Attachment A", we are also willing to consider simply working with all of the data elements currently in the existing data feed, particularly if doing so will reduce the burden on court resources and reduce cost.

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

As noted above, the resources required to fulfill this request already exist and DOXPOP is willing to reimburse any reasonable costs associated with directing a copy of the existing data feed to our system. Because no new resources are required and the request supports the purposes of Administrative Rule 9, we believe that fulfilling this request is an appropriate use of public resources.

X. Applicant is (is not) willing to pay the reasonable cost of responding to this request. If not, why?

DOXPOP is willing to pay the reasonable cost of responding to the request. Because Marion County has already developed a data feed which will support this request, we anticipate that the cost will involve a modest fee to set up a second destination for the data feed and ongoing support for this destination.

XI. Does this Request include a request for permission to transfer the bulk Data and Compiled Information to a third party?

Yes.

XII. If the answer to the question in Section XI is no, there is no need to provide the following information but if the answer is yes, please provide the following:

A. the name of the third party or parties;

Not yet determined.

B. the amount that will be charged to the third party, based solely upon time and materials required to deliver the bulk data;
Not yet determined.

C. the frequency with which charges will be incurred; and,
Not yet determined.

D. the frequency of the transfer of data and information to the third party.
Not yet determined.

E. Attach a copy of the Agreement entered into or intended to be entered into with each third party.
No agreements currently available. Pending approval of fee basis by Division of State Court Administration

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

Signature

Nick Fankhauser
Printed Name

VP Product Development
Title

July 7, 2008
Date

Attachment A

Requested Data Elements

Cases

- ID (Cause Number)
- Court
- Title (Caption)
- Type
- Status
- Disposition Method
- File Date
- Disposition Date

Parties

- Name (Last, First Middle)
- Type (Person or Entity)
- Company Acronym
- Case Role
- Identifiers (Bar ID, Badge Number, Driver's License)
- Person Birth Date
- Person Height
- Person Weight
- Person Ethnicity
- Person Citizenship
- Person Hair Color
- Person Scars or Tattoos
- Person Marital Status
- Person Alias

Charges (Criminal Cases)

- Count
- Number
- Charge Criminal Code reference
- Charge Description
- Charge Date
- Plea
- Disposition
- Disposition Date

Sentences (Criminal Cases)

- Sentence Number
- Sentence Date
- Sentence Description
- Sentence Type Code
- Sentence Type Description
- Sentence Status Code
- Sentence Status Description
- Sentence Concurrency
- Length Qualifier

- Length Days
- Length Months
- Length Years

Complaints (Civil Cases)

- Count
- Number
- Complaint Description
- Disposition Date
- Disposition Code
- Disposition Description
- Disposition Type
- Disposition Recorded Date

Remedies (Civil Cases)

- Party Found For
- Remedy Number
- Remedy Text
- Remedy Amount
- Remedy Satisfied
- Remedy Satisfaction Date

Calendar (Events)

- Date
- Time
- Location
- Event Type
- Length
- Attendees

Minute Entries

- Entry Number
- Entry Date
- Entry Type
- Notice Sent
- Order on File?
- Book/Page of associated document
- Minute Entry

Financial Information

- Fines, Fees, and Other Charges
    - Party
    - Account
    - Due Date
    - Charge
- Payments and Other Credits
    - Party
    - Account
    - Date
    - Receipt Number

    - Type
    - Credit
- Remaining Balance Owed

Document Images

- Attorney Filings
- Orders and Judgments