SUPREME COURT OF INDIANA

DIVISION OF
STATE COURT ADMINISTRATION

BRENT E. DICKSON, CHIEF JUSTICE

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

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September 18, 2012

Hon. Andrew Wells
Judge, Beech Grove City Court
Beech Grove City Hall
802 Main Street
Beech Grove, Indiana 46107

Re: Bulk Data Request for Beech Grove City Court records

Dear Judge Wells,

I write to let you know that the Marion County Prosecutor's Office has filed with our office a request for bulk and/or complied data from the Beech Grove City Court. The request is enclosed (Enclosure 1).

Under Administrative Rule 9 (F)(2) requests for bulk and/or compiled court information and information from multiple courts must be made to the Executive Director of the Indiana Supreme Court Division of State Court Administration.

The Executive Director has approved the Marion County Prosecutor's request and authorized the release of the following court records:

> A list of all Infraction (IF) cases where the complaint and summons was issued by any law enforcement agency besides the Beech Grove City Police Department.

The Indiana Supreme Court authorized the Division to exempt government and educational agencies from charging for bulk distributions of court data provided the requestor does not sell or make any commercial use of the data. A copy of the Supreme Court's order is attached (Enclosure 2). The Marion County Prosecutor's Office agreed to this limitation. A copy of the User Agreement is also attached (Enclosure 3).

We have provided the Marion County Prosecutor's Office with the information requested.

Do not hesitate to contact Jeff Wiese at (317) 234-1873 or me at (317) 232-2542 if you have questions.

Sincerely,

Tracy Beechy-Nufer
Director of Trial Court Management
Division of State Court Administration

Enclosures

cc: Beech Grove City Clerk
Marion County Prosecutor's Office

Request for Bulk Data/Compiled Information

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

To the Executive Director of State Court Administration:

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) or (H):

I. **Identity of Requestor:** Brad Banks
Address: 251 E Ohio St Indy 46204
Telephone: 317-327-5320
E-Mail: Brad.Banks@indy.gov

II. **Identification of Bulk Data/Compiled Information sought:** IF Cases filed by outside agencies in Beech Grove City Court
(specify and describe the records sought and the compiler or location)

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

(List the Court(s))

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

Case Management

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

STATE OF INDIANA)
) SS:
COUNTY OF MARION)
STATE OF INDIANA)
)
V)
)
_____)

BEECH GROVE CITY COURT

Cause No.: _____

MOTION TO DISMISS

The State of Indiana moves the Court:

To dismiss all counts in the above-captioned case: XX

To dismiss the following counts in the above-captioned case: _____

Count _____ _____

Count _____ _____

Count _____ _____

Count _____ _____

for the following reasons:

Code	Charge
01	Evidentiary Problems
02	Essential Police Witness Not Present _____
03	Essential Civilian Witness Not Present _____
04	Plea Agreement
05	Diversion
06	State Declines Prosecution
07	Restitution Made To Victim
16	Good Defense
31	Unable To Locate Essential Witness
65	Defendant Deceased
67	Victim Recants
66	**State Intends to Re-file**

8-28-12
Date

_____
Deputy Prosecuting Attorney

The Court having examined said Motion To Dismiss, and being duly advised, now sustains said motion.

_____
Date

_____
Judge, Beech Grove City Court

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

VII. 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.

1 time

VIII. Describe the resources available to prepare the information.

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

Will result in correct filing location of cases.

X. Requestor is (is not) willing to pay an amount determined to be the fair market value of the information. If not, why?

No, Public agency

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

No

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;

B. the amount that will be charged to the third party, based solely upon time and materials required to deliver the bulk data;

C. the frequency with which charges will be incurred; and,

D. the frequency of the transfer of data and information to the third party.

E. Attach a copy of the Agreement entered into or intended to be entered into with each third party.

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

Signature

Brad Banks

Printed Name

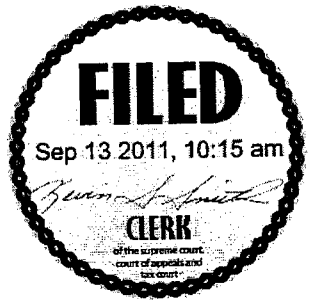
Supervisor

Title

4-30-12

Date

In the
Indiana Supreme Court



IN THE MATTER OF BULK DISTRIBUTION OF AND REMOTE ACCESS TO COURT RECORDS IN ELECTRONIC FORM	))))	Case No. 94S00-1109-MS-552

ORDER CONCERNING THE BULK DISTRIBUTION OF
AND REMOTE ACCESS TO COURT RECORDS IN THE ELECTRONIC FORM

Information on individual cases in the state case management system, Odyssey, is available at no cost to the public over the Internet. Commercial users have expressed an interest in purchasing bulk distribution of Odyssey records. This order sets forth the procedures to be used to obtain bulk distribution of and also remote access to the records of those courts using the Odyssey case management system.

Odyssey is a leading national case management system. The Indiana Supreme Court obtained rights to install Odyssey in all Indiana courts following its selection for that purpose in a competitive procurement involving trial court judges, clerks, and IT professionals from throughout the state. As of the date of this order, 104 courts in 35 counties comprising more than 34% of the state's caseload are using Odyssey, and additional courts are being added each month. Data within Odyssey is stored in a central repository maintained by the Indiana Office of Technology and is accessible to authorized users over the Internet.

Bulk Distribution

Administrative Rule 9 sets forth general rules governing access to court records. To the extent not defined or otherwise described in this order, terms shall have the meaning set forth in Admin.R. 9. Administrative Rule 9(F) authorizes courts, in their discretion, to provide bulk distribution of information in court records in electronic form that is accessible to the public. Administrative Rule 9(F)(2) places this authority in this Court with respect to records from multiple

courts such as those maintained in the Odyssey data repository. Pursuant to Admin.R. 9, this Court authorizes bulk distribution of Odyssey records that are not excluded from public access by Admin.R. 9(G) or (H).

Requests for bulk distribution of Odyssey information that is not excluded by Admin.R. 9(G) or (H) shall be made in writing to the Executive Director of the Division of State Court Administration. The Executive Director is authorized to act upon such requests without further direction from this Court and is directed to do so within a reasonable period of time. When a party requests bulk distribution of Odyssey records and makes arrangements for payment in accordance with Admin. R. 9 and this Order, the Division is authorized and directed to provide bulk distribution of Odyssey records by two methods.

First, on or before October 1, 2011, the Division shall place (or "drop") Odyssey case records on a server for vendors and others with appropriate security permissions to copy once a month (or on another periodic schedule established by the Division). We refer to this method as the "file drop" method. Second, on or before January 1, 2012, the Division is authorized and directed to create a file (or "message") each time an Odyssey case is added or edited to be sent to or retrieved by vendors and others with appropriate security permissions so that the systems of such vendors and others are updated within a few seconds or minutes. We refer to this method as the "messaging" method."

The party requesting bulk distribution must execute an agreement governing the bulk data with the Division, on a form provided by the Division.

Administrative Rule 9(F)(3) authorizes courts to charge an amount for bulk distribution that does not exceed the fair market value of the information. Being duly advised of the fair market value of such information in the current marketplace, the Court authorizes the Division to charge the following prices for bulk distribution of and remote access to the records of those courts using the Odyssey case management system:

A. <u>File drop method.</u>

(1) One cent ($0.01) for each closed case.

(2) Ten cents ($0.10) for an open case or a new case added since the last file drop.

(3) No charge for any updates to a case already provided.

B. Messaging method.

(1) One cent ($0.01) for each closed case.

(2) Fifteen cents ($0.15) for an open case or a new case added since the last message.

(3) No charge for any updates to a case already provided.

The Division is authorized to exempt bona fide governmental and educational entities from a portion or all of such charges on the condition that they do not sell the data or make any other commercial use of it. The Division is authorized to change the charges set forth in this order without further approval from this Court, subject to the following conditions: *first*, such charges shall in no event exceed the fair market value of the information provided; and, *second*, no such change shall take effect until after the new charges have been posted on the Division's website in a conspicuous fashion for 30 days.

Remote Access

Administrative Rule 9(E) authorizes a County Board of Commissioners, upon the request and at an amount approved by a majority of judges of courts of record in the county, to adopt electronic system fees to be charged in conjunction with electronic access to court records. Just as Admin.R. 9(F)(2) places the authority in this Court to approve bulk distribution of records from multiple courts, today's contemporaneous amendment of Admin.R. 9(E), confirms the Court's authority to adopt electronic system fees to be charged in conjunction with electronic access to Odyssey records. Such fees may cover costs associated with electronic filing, see Admin. R. 16(D); paying court costs, fines, penalties, and other charges online; enhanced access to electronic records maintained by courts and clerks; and other charges related to the use of electronic systems maintained by courts and clerks.

Under the authority provided in the preceding paragraph, the Executive Director may establish an electronic system fee without further approval from this Court, subject to the following conditions: *first*, the Executive Director shall advise the Court in writing of the nature, purpose, and amount of the fee; *second*, such fee shall in no event exceed the fair market value of the services that the fee covers; and, *third*, no such fee shall be collected until after the nature, purpose, and amount of the fee shall have been posted on the Division's website in a conspicuous fashion

for 30 days.

Compiled Information

Because the requirements of each request for compiled information will differ, and fulfilling such requests would divert Division staff and resources from its principal mission, compiled information will not be provided at this time. Recipients of information provided via one of the approved methods of bulk distribution will have the ability to compile information themselves from the bulk data. See Admin. R. 9(F), Commentary.

The Clerk of this Court is directed to forward a copy of this Order to the clerk of each circuit court in the state of Indiana; Attorney General of Indiana; Administrator, Indiana Supreme Court; Administrator, Indiana Court of Appeals; Administrator, Indiana Tax Court; Public Defender of Indiana; Prosecuting Attorney's Council; Public Defender's Council; Indiana Supreme Court Disciplinary Commission; Indiana Supreme Court Commission for Continuing Legal Education; Indiana Board of Law Examiners; Indiana Judicial Center; Division of State Court Administration; Indiana Judges and Lawyers Assistance Program; the libraries of all law schools in this state; the Michie Company; and Thomson Reuters. The Clerk is also Directed to post this Order to the Court's website.

Thomson Reuters is directed to publish this Order in the advance sheets of this Court.

The Clerks of the Circuit Courts are directed to bring this Order to the attention of all judges within their respective counties and to post this Order for examination by the Bar and general public.

DONE at Indianapolis, Indiana, this 13th day of September, 2011.

/s/Randall T. Shepard
Randall T. Shepard
Chief Justice of Indiana

All Justices concur.

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 **Marion County Prosecutor's Office ("MCPO")** ("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. Under Administrative Rule 9(F)(2), the Division is responsible for processing 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 court simply by the approval of this user agreement by the Division.

F. The Requesting Party may be required to pay an amount which the Court determines is the fair market value of the information requested.

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 , 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 courts shall be made.

2. **Grant**.

A. Court Records Not Maintained in the Odyssey data repository. Subject to specific permission from the Courts identified below, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified below for the Requesting Party's own 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 clerk or Court to provide Court Records to the requesting Party. Under Administrative Rule 9(F), the 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. Courts must determine on an individual basis whether to assess a charge for providing the Court Records, and Courts may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the fair market value of the information.

(1) **Court Records sought:**

A list of all Infraction (IF) cases where the complaint and summons was issued by any law enforcement agency besides the Beech Grove City Police Department

(2) **Requested Courts:**

Beech Grove City Court

B. Court Records Maintained in the Odyssey data repository. The Division grants the Requesting Party authorization to receive bulk distribution of Odyssey records upon execution of a separate User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, Form TCM-AR9(F)-7, and payment for such records in accordance with Administrative Rule 9 and the Supreme Court Order dated September 13, 2011, Case No. 94S00-1109-MS-552.

3. **Rights and Interests.** It is the parties' intent that all rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not gain any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, 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. 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**. 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 make bulk distribution of the Court Records or 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 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**. The Requesting Party is prohibited from making a bulk distribution of the data or the compiled information obtained through this agreement to another party.

7. **Reporting Requirement.** With respect to Court Records not maintained in the Odyssey 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 the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

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 are 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 are provided "as is" and 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 of the

Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, authors, clients or other parties.

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, its successor or assignee, or any of its subscribers, customers, clients or any other 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, 2013**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2013**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at http://www.courts.in.gov/admin/2460.htm.

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 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; or (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.

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 17th day of September, 2012

Requesting Party	Division
By: [signature]	By: Lilia Judson
Printed: Brad Banks	Lilia Judson
Title: Supervisor	Executive Director, Indiana Supreme Court Division of State Court Administration
Date: 9-17-12	Date: 9/17/12

Indiana Supreme Court
Division of State Court Administration

USER AGREEMENT FOR THE USE OF BULK DATA FROM INDIANA ODYSSEY CASE MANAGEMENT SYSTEM

This Agreement is made and entered into by and between **Marion County Prosecutor's Office ("MCPO")** and the Division of State Court Administration (hereafter referred to as "Division"):

RECITALS

WHEREAS, the Division has approved your Bulk Data request pursuant to Administrative Rule 9(F); and

WHEREAS, the Division has the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks; and

WHEREAS, the Indiana Supreme Court has authorized the Division to release Odyssey records in bulk in an Order dated September 13, 2011, Case No. 94S00-1109-MS-552; and

WHEREAS, **MCPO** has entered into the User Agreement for Bulk Distribution of Data with the Division for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provision of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

NOW, IN CONSIDERATION OF THE forgoing representations and covenant hereinafter set forth, the parties agree as follows:

1. **Authority.** The parties agree that this Agreement is specifically undertaken pursuant to the authority under Indiana Law to enter into binding Agreements.
2. **Service and Fees.**
   A. The Division will provide **MCPO** the initial data extract pursuant to the Order.
   B. The Division will provide a monthly data extract thereafter on or before the tenth of each month.
   C. The Division will provide an invoice for each extract.
   D. Upon payment of the invoice, the extracted data will be made available via an SFTP account accessing client specific folders at SFTP.IN.Gov.
   E. All payments will be made by check and made payable to Division of State Court Administration with a notation indicating the invoice number and that payment is for Odyssey bulk records.
3. **Refreshing data**. Because the status of a case may change from time to time, all purchasers of bulk data must refresh all records with each new extract. This will ensure that cases that have been sealed or restricted since the last download are accurately reflected in the database.
4. **Disclaimer.** Information provided is not to be considered or used as an official court record and may contain errors or omissions. Accuracy of the information is not warranted. Official records of court proceedings may only be obtained directly from the clerk of the

court maintaining a particular record. If the record contains financial data, it may include interest that has accrued or other charges that have become due since the last financial transaction. The Clerk's office can provide current financial information.

5. **Compliance with Law.** Any party whose Bulk Data Agreement has been approved hereby agrees to comply with all federal and state laws that may be applicable to the use, sale, or transmission of the bulk data.

6. **Incorporation by reference.** All terms and conditions of the User Agreement for Bulk Distribution of Data or Compiled Information Not Excluded from Public Access entered into with the Division of State Court Administration are incorporated into this Agreement. MCPO agrees to use and disseminate the Odyssey data provided under this agreement in the manner permitted by said User Agreement for Bulk Distribution of Data or Compiled Information Not Excluded from Public Access.

7. **Effective Date and Commencement of Terms.** This Agreement shall be effective and the terms set forth shall be deemed enforceable upon the signature and approval of all parties.

By: Lilia Judson Date: 9/17/12

Lilia G. Judson
Executive Director
Division of State Court Administration

By: Date: 9-17-12

Printed Name: Brad Banks

Printed Title: Supervisor