# SUPREME COURT OF INDIANA

DIVISION OF
STATE COURT ADMINISTRATION

LORETTA H. RUSH, CHIEF JUSTICE

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

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV


January 2, 2015

Mr. Michael Stutzman
Data Trace Information Services LLC
7400 North Shadeland Avenue, Suite 245
Indianapolis, IN 46250

Re: 2015 Bulk Data Renewal

Dear Mr. Stutzman

Your request, on behalf of Data Trace Information Services LLC to obtain bulk distribution of non-confidential court records from all Indiana trial courts as well as the Indiana Supreme Court and Tax Court has been renewed by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F) subject to the terms of this letter, the User Agreement for Bulk Distribution of Data or Compiled Information executed in 2012 and the approval letters we sent to you on February 13, 2013 and January 16, 2014. Copies of these documents are enclosed. The renewal will expire on January 31, 2016.

Enclosed is a distribution receipt form (form TCM-AR9(F)-3), that must be completed and returned to this office within thirty (30) days of receiving bulk distribution of court records or compiled information from counties not using the Odyssey Case Management System.

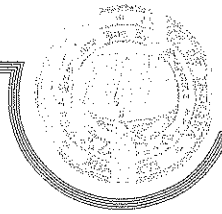
If you have any questions, please contact me at richard.payne@courts.IN.gov or (317) 232-2542.

Yours truly,

Richard T. Payne
Staff Attorney
Trial Court Management

Enclosures: User Agreement, Form TCM-AR(F)-1
Approval letter of February 13, 2013 and January 16, 2014
Distribution Receipt

# SUPREME COURT



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# Indiana Supreme Court
# Division of State Court Administration

## DISTRIBUTION RECEIPT FORM FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION

This form is to be filed with the Division of State Court Administration within thirty (30) days of receipt of bulk distribution of court records.

**Bulk Data Requested** (i.e. docket information, court records, record of judgments and orders):

**Date Received** (if the distribution shall be continuous, indicate the first date the data was distributed):

**Format of distributed data** (i.e. electronic feed, paper copies, et cetera):

**Expenses related to receipt of data distribution** (indicate the amount paid for distribution of data):

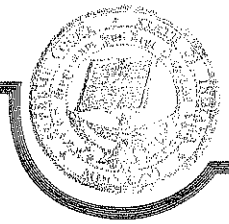
$ _____ total _____ monthly _____ annual

**Comments:** _____

_____

_____

# 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

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
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January 16, 2014

Mr. Michael Stutzman
Senior Operations Manager
Data Trace Information Services, LLC
7340 Shadeland Station, #125
Indianapolis, IN 46256

Dear Mr. Stutzman:

Your request, on behalf of Data Trace Information Services, LLC, to obtain bulk distribution of non-confidential court records from all Indiana trial courts has been renewed by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter, the User Agreement for Bulk Distribution of Data or Compiled Information executed in 2012 and the approval letter we sent to you on September 19, 2012. Copies of these documents are enclosed. The renewal will expire on January 31, 2015.

Enclosed is a distribution receipt form (form TCM-AR9(F)-3), that must be completed and returned to this office within thirty (30) days of receiving bulk distribution of court records or compiled information from counties not using the Odyssey Case Management System. You do not need to file this form for Odyssey records.

If you have any questions, please contact me, Jeff Wiese, at jeffrey.wiese@courts.IN.gov or (317) 234-1873 or staff attorney Doyal McLemore at doyal.mclemore@courts.IN.gov or (317) 234-5398.

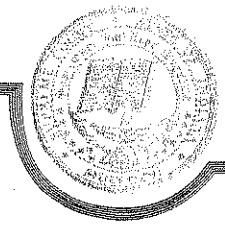
Sincerely,

Jeffrey Wiese

Jeffrey Wiese
Director of Trial Court Management

Enclosures: User Agreement, Form TCM-AR(F)-1
Odyssey User Agreement, Form TCM-AR9(F)-3
Distribution Receipt

# SUPREME COURT



OF INDIANA

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30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
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February 13, 2013

Michael Stutzman
Operations Manager
Data Trace Information Services, LLC
7340 Shadeland Station, #125
Indianapolis, IN 46256

Dear Mr. Stutzman:

Your request, on behalf of Data Trace Information Services, LLC, to obtain bulk distribution of non-confidential court records from all Indiana trial courts has been renewed by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter, the User Agreement for Bulk Distribution of Data or Compiled Information executed in 2012 and the approval letter we sent to you on September 19, 2012. Copies of these documents are enclosed. The renewal will expire on January 31, 2014.

Enclosed is a distribution receipt form (form TCM-AR9(F)-3), that must be completed and returned to this office within thirty (30) days of receiving bulk distribution of court records or compiled information from counties not using the Odyssey Case Management System. You do not need to file this form for Odyssey records.

If you have any questions, please contact me at tracy.beechy-nufer@courts.IN.gov or (317) 232-2542 or staff attorney Jeff Wiese at jeffrey.wiese@courts.IN.gov or (317) 234-1873.

Sincerely,

Tracy R. Beechy-Nufer

Tracy R. Beechy-Nufer
Director of Trial Court Management

Enclosures: User Agreement, Form TCM-AR(F)-1
Odyssey User Agreement, Form TCM-AR9(F)-3
Distribution Receipt

# 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 DATA TRACE INFORM. SERV 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. 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:**

CIVIL CASE, TAX WARRANTS, PROBATE, LIEN INFO., RECORDER'S & CLERKS DATA

(2) **Requested Courts:**

ALL

**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 11 day of September, 2012.

| Requesting Party | Division |
|---|---|
| By: DATA TRACE INFO. SERV. LLC | By: Lilia Judson |
| Printed: MICHAEL STUTEMAN | Lilia Judson |
| Title: OPERATIONS MANAGER | Executive Director, Indiana Supreme Court Division of State Court Administration |
| Date: 3-29-12 | Date: 9/11/12 |

# 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

## Business Names

Data Trace Information services, LLC

First American Data Tree

Data Tree LLC

First American Title

# EXHIBIT B

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

None provided by the Requesting Party.

# EXHIBIT C

The original Request provided to the Division from the Requesting Party.

**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:** MICHAEL STUTZMAN
FIRST AMERICAN / DATA TREE
**Address:** 7340 SHADELAND STN #125
INDIANAPOLIS, IN 46038
**Telephone:** 317-863-2453
**E-Mail:** MSTUTZMAN@EDATATRACE.COM

---

II. **Identification of Bulk Data/Compiled Information sought:**

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

CIVIL COURTS, TAX WARRENTS, PROBATE, DIVORCE, CLERKS DATA

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

**(List the Court(s))**

ALL COURTS

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)**

A) PROMOTE ACCESSIBILITY TO COURT RECORDS / REAL ESTATE INDUSTRY

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

WE HAVE NOT REQUESTED ANY AT THIS TIME

Court listed in Section III to provide [illegible]
Data or Compiled Information.

NOT AVAILABLE AT THIS TIME

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.

WEEKLY OR BI-MONTHLY

VIII. Describe the resources available to prepare the information.

IX. Describe how fulfilling the request is an appropriate use of public resources.
WE ARE AN INDUSTRY BASED ON INSURING & SERVING THE PUBLIC. WE HELD TO PROVIDE FAST & ACCURATE DATA WHICH EXPEDITES THE CLOSING OF A NEW HOME & HELP REDUCING RISK TO THE CONSUMER.

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

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; NA

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.

MICHAEL STUTZMAN

**Signature**

Michael Stutzman

**Printed Name**

OPERATIONS MANAGER

**Title**

6/15/12

**Date**

# EXHIBIT D

The approval letter provided to the Requesting Party from the Division.