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
COURTS.IN.GOV

VIA ELECTRONIC MAIL

May 23, 2014

Tawna Leffel Sands
Clerk, Miami
25 North Broadway, Room 208
Peru, IN 46970

Dear Clerk Sands:

I am pleased to inform you that your renewal request to post non-confidential court information on the Internet that you submitted earlier this year has been approved, subject to the conditions set forth in this letter. This approval is administrative in nature and is granted under the provisions of Trial Rule 77(K).

1. You are authorized to post non-confidential party, attorney, case number and CCS information on the Internet, as well as the court calendar. Should you decide to make any changes to what you propose to post, you must seek and obtain specific approval for such changes.

2. Several counties and individual courts requested approval to post images of court documents on the Internet however the Division cannot authorize this request at this time. In early 2012, the Supreme Court gave conditional approval to DOXPOP to post scanned images of court documents, however the final proposal was never completed. On Oct. 30, 2012, the Division advised DOXPOP it was still prepared to review a proposal to post images of court documents on the Internet and present it to the Supreme Court. The Division is still prepared to review the proposal but has not received it as of this date. Until the Court approves the 2012 DOXPOP proposal or a different proposal from a county or court, we cannot authorize posting court document images on the Internet. We will keep all requests to post court document images on the internet on file.

3. You must provide a copy of this approval letter to the judge of each court whose records are posted on the Internet.

4. Approval of this request to post information on the Internet in no way reduces the obligation of the clerk and court to make non-confidential court information available to the public through traditional means in response to in-person and telephone inquiries.

5. You, the judge, and any entity involved in providing technology services for court records are responsible for taking reasonable steps to ensure that Administrative Rule 9, as well as all other applicable state and federal laws are followed, including without limitation, those laws pertaining to confidentiality. The full text of Administrative Rule 9 can be found under Administrative Rules at http://www.courts.in.gov/2695.htm.

6. Your contract with your case management vendor and the Internet services provider must comply with the requirements of Administrative Rule 9(K).

7. Your contract with your vendor must explicitly make clear that all information and data remain the property of the court, and any use of the data other than as specified by this authorization, is prohibited. No court data will be sold, licensed, or otherwise made available to any other entity for any other purpose.

8. You must conduct periodic audits of the data being provided over the Internet in order to assure compliance with this approval, Administrative Rule 9 and other relevant laws.

9. You must assure that the display on the Internet will provide appropriate advice and/or disclaimer to users about the non-official status of the information displayed on the Internet.

10. If your County Board of Commissioners has adopted an electronic system fee to be charged in conjunction with public access to court records, you must have the fee approved by the Division, and the method of the fee's collection, deposit, distribution and accounting must be approved by the Indiana State Board of Accounts as required by Administrative Rule 9(E).

11. If you are ultimately allowed to post court documents on the Internet, as opposed to just the CCS, you will need to report on matters related to the posting of court records, including the number of subscribers, fees collected and any security breach issues that have arisen. This report will be required as part of the renewal process.

12. The Supreme Court and the Division of State Court Administration reserve the authority to make changes to the approval process and to the rules governing both the approval and the posting of information. Any contractual arrangement should reflect acknowledgment of this authority.

13. Prior to this approval, vendors transferring court data to their own servers as part of the posting process executed and filed with the Division of State Court Administration a Request for Bulk Data/Compiled Information and User Agreement for Bulk Distribution of Data. If any changes occur during the year, both documents must be amended.

14. All vendors receiving bulk data transfers, including transfers for the purpose of posting court records in accord with T.R. 77(K), must fill out a Distribution Receipt Form for Bulk Distribution of Data or Compiled Information and file the completed form with the Division of State Court Administration within thirty (30) days of the first distribution.

15. This approval expires **February 28, 2015**. Renewal requests should be made using the Renewal Form for Posting Court Information on the Internet that may be downloaded from the Indiana Courts website at http://www.courts.in.gov/admin/2481.htm, and should be mailed back to the Division of State Court Administration at least ten (10) days prior to the expiration of this approval.

Courts using the Odyssey case management system are automatically approved to post court information on the Internet in the manner described by the Supreme Court's Order dated December 5, 2007, *In Re The Matter of Public Access to Electronic Court Records Under Odyssey Case Management System*, 94S00-0712-MS-567, and no further approval from the Division is required.

Please feel free to contact me at jeffrey.wiese@courts.IN.gov or staff attorney Richard Payne at Richard.payne@courts.IN.gov should you have any further questions or need further assistance.

Sincerely,

Jeffrey S. Wiese
Director, Trial Court Management

**Indiana Supreme Court**
**Division of State Court Administration**
**Trial Rule 77(K) Request Checklist**

**County:** Miami **Court(s):** Circuit, Superior 1 and 2

Before you mail your Request to Post Court Information on the Internet, please check that the following documents are included:

☒ Yes Copy of the current Consent of the Judges for posting the records under Trial Rule 77(K), ***required.*** (Consent must be updated with every renewal request.)

☒ Yes Copy of samples of web pages or screen-prints, ***required.***

☒ Yes ☐ N/A Copy of the agreement between the Court or Clerk and any outside Vendor, if applicable.

☒ Yes ☐ N/A Copy of the letter from the Division of State Court Administration approving Vendor to receive bulk data distribution, if a Vendor is used to access court information under this request.

☐ Yes ☒ N/A Copy of any documentation with respect to compliance with the State Board of Accounts and the revenue accounting methods, if applicable.

☒ Yes ☐ N/A Copy of any subscriber agreements provided by the Court, Clerk or Vendor, if applicable.

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

Division of State Court Administration Use Only

Date Request Received _____/_____/_____

Required Documents Attached? ☐ Yes ☐ No AR9(F)-1_____

Reviewed by: _____ Recommendation: _____

Approved: ☐ Yes ☐ No Date of Decision: _____/_____/_____

Approved/Disapproved by: _____

# Indiana Supreme Court
# Division of State Court Administration
# Request to Post Court Information on the Internet under Trial Rule 77(K) – Renewal Request

*You must complete this form regardless of prior approval!*

**Important Notes:** A vendor who accesses court information under this request must execute a Bulk Data User Agreement with the Division of State Court Administration under Administrative Rule 9 before this request may be approved and before any court information may be released to that vendor.

If a vendor is used, the Division will not approve any request that is not accompanied by a copy of the agreement between the clerk and the vendor, which agreement must include provisions requiring the vendor to report any breaches of security and/or any unauthorized release of confidential information bi-annually, and providing for an annual audit, at vendor expense, of revenues generated by the contract.

For questions related to this form, please contact Jeffrey S. Wiese. All materials should be submitted to the Division of State Court Administration, Attn: Jeffrey S. Wiese, 30 South Meridian Street, Suite 500, Indianapolis, IN 46204, or by fax to (317) 233-6586.

County: Miami Date of Request: 1-31-2014

Clerk: Tawna Leffel Sands Vendor* (if any): Doxpop, LLC
*See Important Notes above

Requestor Name: Tawna Leffel Sands Phone Number 765-472-3901

Requestor E-Mail Address: tleffel@miamicountyin.gov

Requestor Address: Courthouse
25 N. Broadway - Rm 208
Peru, IN 46970

Requestor Office/Position/Title: Clerk of Circuit Court

Pursuant to Trial Rule 77(K), I, Tawna Leffel Sands, Clerk of Miami County, with the consent of a majority of the judges of courts

of record in the county request to post electronic court information on the Internet as set out below.

*As a renewal request, you only need to complete Sections 1 & 3. However, if your vendor, pricing or information posted has changed from your initial request, you must indicate those changes in Section 2. Is your renewal requesting any changes? Yes X No If yes, please complete only those items for which a change is requested.*

**Section 1 – For Renewals Only:**

A. Date information was first posted to Internet: 11/18/2003

B. Does your Court post the information using in-house technology? ☐ Yes X No

C. If no, Name of Vendor: Doxpop LLC

D. Date your vendor was last approved for Admin.R. 9(F) Bulk Data access?
**January 17, 2014** (*Vendors must renew Admin.R. 9(F) requests annually)*

E. Does your Court or does your vendor charge a fee for access to the Court Information? X Yes ☐ No *(If your fee structure has changed, you must indicate changes in Section 2.)*

F. If you or your vendor charges a fee, please provide the amount of revenue collected by the Court or remitted to the Court for the previous year: $00.00

G. Has your County Board of Commissioners adopted an electronic system fee?
☐ Yes X No.
If yes, did your Court comply with Admin.R. 9(E) with regard to the fee collection, deposit, distribution and accounting of any revenue? ☐ Yes ☐ No NA

H. List specific costs associated with the posting of information electronically, e.g., Internet access. (Please list with dollar amounts, add additional lines or pages if necessary):

| Costs | Amount |
|---|---|
| ***NONE*** | |
| | $ |
| | $ |

I. List the responsible party, e.g., County Commissioners, for each of these costs:
***N/A***

J. Is Internet access to records available at all times? X Yes ☐ No

K. If Internet access is available only during particular hours, please list hours: ___*NA*__

L. Please provide the following details for any and all revenues generated from the posting of court records to the Internet:

1. Revenues generated in since last request filed $00.00
2. Fund/account revenues are deposited to: _____NA_____
3. Expected revenues for renewal period: $ 00.00

*If your vendor, pricing structure and the information you are posting remain the same as in your initial application, you need not complete Section 2. If your vendor, pricing or information posted has changed, you must indicate the changes in Section 2.*

**Section 2- For Change of Information:** ***(only complete those items that have changed)***

**NO CHANGES ARE REPORTED IN THIS SECTION.**

A. Proposed start date for posting electronic information:

B. Name of Vendor (if any):

C. List specific costs associated with the posting of information electronically, e.g., Internet access, technology costs. (Please list with dollar amounts, add additional lines or pages if necessary):

| Costs | Amount |
|---|---|
| _____ | $_____ |
| _____ | $_____ |

D. List the responsible party for each of these costs, e.g., County Commissioners, vendor reimbursement:

E. Will Internet access to records be available at all times? ☐ Yes ☐ No

F. If Internet access is available only during particular hours, list hours here _____

G. Please provide the following details for any and all revenues expected to be generated from the posting of court records to the Internet:

1. Fund/account revenues will be deposited to:
2. Did your Court comply with Admin.R. 9(E), if applicable? _____
3. Expected revenues for first year: _____

H. Who will be able to access the electronic information? (Check those that apply)

1. ☐ General public (i.e. no subscribers, all users have same access)
2. ☐ Subscribers/registered users only (i.e. no general public access, all users must be registered)
3. ☐ Both subscribers/registered users and general public (i.e. more information available to registered users, but some information available to general public access)
4. ☐ Other (please describe access):

_____

_____

I. Will your system require users to subscribe or register? ☐ Yes ☐ No
If no, skip to Question J. If yes, please attach the subscriber agreement to this document, and answer the following questions:

1. Is there a cost for subscription? ☐ Yes ☐ No If yes, how much? _____ 2. What information may a **subscriber** obtain electronically?

_____

3. Is there an additional cost for **subscribers** to access specific records?
☐ Yes ☐ No If yes, how much is the cost to **subscribers**? $_____ and how is it assessed (per record, per search, etc.)? _____

_____

J. Can the **general public** access specific case records? ☐ Yes ☐ No

1. What information may the **general public** obtain electronically? _____

_____

2. Is there an additional cost for the **general public** to access specific records?
☐ Yes ☐ No If yes, how much is the cost to the **general public**? $_____ and how is it assessed (per record, per search, etc.)? _____

_____

K. How will the clerk/court monitor subscriber/vendor relations? Who is responsible for audits and oversight and how often are audits reported to the courts?

L. What means will be used to terminate access if a subscriber or vendor misuses or violates the agreement, who will implement the termination, are there other consequences besides termination of access (list any), and are there any safeguards in place to prevent misuse of the system?

M. What information do you plan to include on your site? (Choose all that apply)

| General Public Access | Subscriber Only Access | |
|---|---|---|
| ☐ | ☐ | Courthouse Information (driving directions, parking, etc.) |
| ☐ | ☐ | Court Information (address, phone numbers, general hours, etc.) |
| ☐ | ☐ | Judge Information (biographical, jurisdiction, etc.) |
| X | X | Index |
| ☐ | X | CCS |
| ☐ | ☐ | RJO |
| X | X | Court Calendar |
| ☐ | ☐ | Printable Forms |
| ☐ | ☐ | Self-Help Information |
| ☐ | ☐ | Other |

If you selected "other", please describe:_____

N. How often will the site be updated and by what means (vendor or court/county staff)?

_____

O. In addition to confidential information under Administrative Rule 9, is there particular information that will be redacted or that will not otherwise be available to the **general public**? ☐ Yes ☐ No
Describe:

_____

_____

P. In addition to confidential information under Administrative Rule 9, is there particular information that will be redacted or that will not otherwise be available to **subscribers**?
☐ Yes ☐ No
Describe:

_____

_____

Q. Is the court's case management system web-based or will the information be transferred to a vendor's server?
Please explain:

_____

_____

R. Please describe, in detail, what kind of security process will be used to safeguard court information that is posted to the Internet, as well as the court information/case management system on the court's own server, e.g., firewall, redundant back up:

_____

S. Please provide details on your plan and/or procedure for updating the site, including the individual(s) responsible for checking information posted to the Internet, how frequently the information is reviewed, and how often updates to the web site are reported to the courts for approval of the updates: _____

_____

_____

**Section 3 – Required For All Requests**

***ATTACHMENTS***: Please attach the following to this request:

1. Copy of the current Consent of the Judges for posting the records under Trial Rule 77(K). (Consent must be updated with every renewal request.)
2. Copy of samples of web pages or screen prints.
3. Copy of the agreement between the Court or Clerk and any outside vendor, if applicable.
4. Copy of the letter from the Division of State Court Administration approving Vendor to receive bulk data distribution, if a Vendor is used to access court information under this request.
5. Copy of any documentation with respect to compliance with the State Board of Accounts and the revenue accounting methods, if applicable.
6. Copy of any subscriber agreements provided by the Court or Vendor, if applicable.
7. Document Submission Checklist *(Attach to the front of your request.)*

*I hereby certify that the abovementioned information is accurate and complete, and that all information will be posted in compliance with Trial Rule 77 (K) and Administrative Rule 9.*

| | |
|---|---|
| Tawna Leffel Sands | Clerk of Circuit Court, Miami County |
| Requestor's Name (Please Print) | Requestor's Title |
| Tawna Leffel Sands | 1-31-2014 |
| Requestor's Signature | Date |

# Attachment 1

**Copy of the current Consent of the Judges for posting the records under Trial Rule 77(K), required.**

**Miami County**
**Order of Consent for**
**Electronic Posting of Court Records**

Pursuant to Trial Rule 77 of the Indiana Rules of Procedure, the Miami County Circuit and Superior Courts hereby consents to the electronic posting of court records and orders the Clerk of Circuit Court to seek the permission of the Division of State Court Administration for such posting using the software and services of Doxpop.

Ordered adopted and effective this 11 day of December, 2013.

Timothy P. Spahr, Judge
Miami Circuit Court

J. David Grund, Judge
Miami Superior Court 1

Daniel C. Banina, Judge
Miami Superior Court 2

# Attachment 2

**Copy of samples of web pages or screen-prints, required.**

1) Anonymous user case listing.
2) Anonymous user case parties.
3) Registered user case listing.
4) Registered user case parties.
5) Registered user case details.
6) Registered user CCS.
7) Registered user calendar.
8) Court calendar by day.
9) Court calendar by week.
10) Fine payment case details.

# Search Results for:

**FULL NAME: smith, karen ann**
**REGION: All Doxpop Counties**

**7** Results found

Remember! The presence of a case does not imply guilt of a party.

| Case Details | Name | Birth Date | Role | Type | Status | File Date | Disp. Date |
|---|---|---|---|---|---|---|---|
| 50D01-1308-ES-000024 | SMITH, KAREN ANN | | INTERVENOR | Civil | Open | 08/13/2013 | |
| 49D08-0607-ES-029688 | Smith, Karen Ann | | Petitioner | Civil | Open | 07/20/2006 | |
| 62C01-9910-SC-00660 | SMITH, KAREN ANN | | PETITIONER | Civil | Open | 10/01/1999 | 11/12/1999 |
| 55D01-0906-GU-00026 | SMITH, KAREN ANN | | GUARDIAN | Civil | Closed | 06/23/2009 | 07/29/2009 |
| 43C01-9405-DR-00381 | SMITH, KAREN ANN | | PETITIONER | Civil | Closed | 05/06/1994 | 12/31/2009 |
| 12D01-9210-DR-291 | SMITH, KAREN ANN | | RESPONDENT | Civil | Closed | 10/23/1992 | 09/29/1994 |
| 29D02-8603-DM-00110 | SMITH, KAREN ANNE | | Petitioner | Other | Closed | 05/14/1986 | 09/28/1987 |

Subscribe Now or Login to access detailed information.



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# Parties involved in case 62C01-9910-SC-00660

| Name | Role | |
|---|---|---|
| SMITH, KAREN ANN | PETITIONER | Cases |
| BRYANT, MELINDA | RESPONDENT | Cases |
| GOFFINET, LUCY | Judge | Cases |

Subscribe Now or Login to access detailed information.



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# Search Results for:

**FULL NAME: fankhauser, ni**
**REGION: All Doxpop Counties**

**7** Results found

refine search / save search

| Case Details | | Name | Birth Date | Role | Type | Status | File Date | Disp. Date | |
|---|---|---|---|---|---|---|---|---|---|
| 68D01 9912 CP 1099 | CCS | FANKHAUSER, NICHOLAS | | PLAINTIFF | Civil | Closed | 12/17/1999 | 07/31/2002 | Add |
| 89D03-1007-IF-4395 | CCS | FANKHAUSER, NICHOLAS P | 10/22/1963 | DEFENDANT | Citation | Closed | 07/13/2010 | 08/12/2010 | Add |
| 81C01-0808-IF-000888 | CCS | Fankhauser, Nicholas P | 10/22/1963 | Defendant | Citation | Closed | 08/06/2008 | 08/26/2008 | Add |
| 81C01-0006-IF-000729 | CCS | Fankhauser, Nicholas P | 10/22/1963 | Defendant | Citation | Closed | 06/30/2000 | 08/15/2000 | Add |
| 89D03-9209-IF 7007 | CCS | FANKHAUSER, NICHOLAS P | 10/22/1963 | DEFENDANT | Citation | Closed | 09/21/1992 | 10/15/1992 | Add |
| 89D03-9202-IF 1465 | CCS | FANKHAUSER, NICHOLAS P | 10/22/1963 | DEFENDANT | Citation | Closed | 02/24/1992 | 03/30/1992 | Add |
| 89D03-0306-OV-637 | CCS | FANKHAUSER, NICK | | DEFENDANT | Citation | Closed | 06/18/2003 | 06/26/2003 | Add |



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# Parties involved in case 89D03-1007-IF-4395

| Name | | Birth Date | Role | |
|---|---|---|---|---|
| STATE OF INDIANA | Details | | PLAINTIFF | Cases |
| FANKHAUSER, NICHOLAS P | Details | 10/22/1963 | DEFENDANT | Cases |
| MCCLINTOCK, DAVID L | Details | | Attorney | Cases |
| DOLEHANTY, DARRIN M. | Details | | Judge | Cases |
| TONUC, PTL | Details | | Law Enforcement Officer | Cases |


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## WAYNE COUNTY SUPERIOR COURT III

Information current as of 1/17/14, 3:37 PM EST

10 Add

Pay This Ticket Now

Printable View

View CCS

**89D03-1007-IF-4395**

STATE V NICHOLAS FANKHAUSER

File date: 07/13/2010 Disposition Date: 08/12/2010

### Parties Involved

| Attorneys: | Parties: |
|---|---|
| MCCLINTOCK, DAVID L [Attorney]<br>Address:<br>DEPUTY PROSECUTING ATTORNEY<br>301 EAST MAIN STREET<br>RICHMOND , IN 47374<br><br>Phone:<br>[Business] 765-973-9394 | STATE OF INDIANA [PLAINTIFF] |
| | FANKHAUSER, NICHOLAS P [DEFENDANT]<br>Address:<br>204 HARRISON ST<br>LIBERTY , IN 47353<br><br>DOB: 10/22/1963 |
| | DOLEHANTY, DARRIN M. [Judge]<br>Address:<br>COURTHOUSE<br>301 EAST MAIN STREET<br>RICHMOND , IN 47374 |
| | TONUC, PTL [Law Enforcement Officer]<br>Address:<br>50 NORTH 5TH STREET<br>RICHMOND , IN 47374 |

### Charge Records

**Count 1 , Number 1 : (Original)**

Charge: **9-21-5-2(1) SPEEDING--30 MPH ZONE** Plea:
Charge Type: **C Infraction** Disposition: **GUILTY**
Charge Date: **07/08/2010** Disposition Date: **08/12/2010**

### Hardcopy References

No hard copy references available for this case

### Calendar Entries

No calendar entries exist for this case

### Minute Entries

Minute Date: ***7/13/2010***
Input Date: ***7/13/2010***
Notice Sent: NO
Order on File: NO

State files infraction information. Initial hearing scheduled for 08/16/2010. cs

Minute Date: ***8/12/2010***
Input Date: ***8/12/2010***
Notice Sent: NO

Order on File: YES
Order Location: **Book: 103 Page: 361**

NICHOLAS FANKHAUSER paid full fine and fee amount of $130.00 via Doxpop Fine Payment.

Minute Date: ***8/12/2010***
Input Date: ***8/12/2010***
Notice Sent: NO
Order on File: NO

Ticket substitute(s) or SR 16 form(s) sent electronically to Bureau of Motor Vehicles. as

## Financial Information

Pay This Ticket Now

| Payor | Recipient | Due Date | Description | Fine Amount | Paid |
|---|---|---|---|---|---|
| **FANKHAUSER, NICHOLAS P** | | **08/16/2010** | **COURT ADMINISTRATION FEE**<br>8/12/2010 \| #-2999942 \| DOXPOP EFILE | **$5.00** | **$5.00**<br>$5.00 |
| | | **Satisfied 8/12/2010** | | | |
| **FANKHAUSER, NICHOLAS P** | | **08/16/2010** | **COURT COSTS - COUNTY**<br>8/12/2010 \| #-2999942 \| DOXPOP EFILE | **$21.00** | **$21.00**<br>$21.00 |
| | | **Satisfied 8/12/2010** | | | |
| **FANKHAUSER, NICHOLAS P** | | **08/16/2010** | **COURT COSTS - STATE**<br>8/12/2010 \| #-2999942 \| DOXPOP EFILE | **$49.00** | **$49.00**<br>$49.00 |
| | | **Satisfied 8/12/2010** | | | |
| **FANKHAUSER, NICHOLAS P** | | **08/16/2010** | **DNA SAMPLE PROCESSING**<br>8/12/2010 \| #-2999942 \| DOXPOP EFILE | **$2.00** | **$2.00**<br>$2.00 |
| | | **Satisfied 8/12/2010** | | | |
| **FANKHAUSER, NICHOLAS P** | | **08/16/2010** | **DOCUMENT STORAGE FEE**<br>8/12/2010 \| #-2999942 \| DOXPOP EFILE | **$2.00** | **$2.00**<br>$2.00 |
| | | **Satisfied 8/12/2010** | | | |
| **FANKHAUSER, NICHOLAS P** | | **08/16/2010** | **HIGHWAY WORK ZONE FEES**<br>8/12/2010 \| #-2999942 \| DOXPOP EFILE | **$0.50** | **$0.50**<br>$0.50 |
| | | **Satisfied 8/12/2010** | | | |
| **FANKHAUSER, NICHOLAS P** | | **08/16/2010** | **INFRACTION JUDGMENTS**<br>8/12/2010 \| #-2999942 \| DOXPOP EFILE | **$15.50** | **$15.50**<br>$15.50 |
| | | **Satisfied 8/12/2010** | | | |
| **FANKHAUSER, NICHOLAS P** | | **08/16/2010** | **JUDICIAL INS ADJUST FEE**<br>8/12/2010 \| #-2999942 \| DOXPOP EFILE | **$1.00** | **$1.00**<br>$1.00 |
| | | **Satisfied 8/12/2010** | | | |
| **FANKHAUSER, NICHOLAS P** | | **08/16/2010** | **JUDICIAL SALARIES FEE**<br>8/12/2010 \| #-2999942 \| DOXPOP EFILE | **$18.00** | **$18.00**<br>$18.00 |
| | | **Satisfied 8/12/2010** | | | |
| **FANKHAUSER, NICHOLAS P** | | **08/16/2010** | **JURY FEE FUND**<br>8/12/2010 \| #-2999942 \| DOXPOP EFILE | **$2.00** | **$2.00**<br>$2.00 |
| | | **Satisfied 8/12/2010** | | | |
| **FANKHAUSER, NICHOLAS P** | | **08/16/2010** | **LAW ENFORCEMENT FEE**<br>8/12/2010 \| #-2999942 \| DOXPOP EFILE | **$4.00** | **$4.00**<br>$4.00 |
| | | **Satisfied 8/12/2010** | | | |
| **FANKHAUSER, NICHOLAS P** | | **08/16/2010** | **PUBLIC DEFENSE ADMIN FEE**<br>8/12/2010 \| #-2999942 \| DOXPOP EFILE | **$3.00** | **$3.00**<br>$3.00 |
| | | **Satisfied 8/12/2010** | | | |
| **FANKHAUSER, NICHOLAS P** | | **08/16/2010** | **AUTO RECORD KEEP-ST**<br>8/12/2010 \| #-2999942 \| DOXPOP EFILE | **$7.00** | **$7.00**<br>$7.00 |
| | | **Satisfied 8/12/2010** | | | |
| ***total*** | | | | ***$130.00*** | ***$130.00*** |

Registered User Agreement :: Privacy Policy :: Privacy and Public Access :: Help
About Us :: Fee Schedule
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doxpop www.doxpop.com

# Indiana Chronological Case Summary

**Chronological Case Summary**
**Citation Docket, SUPERIOR COURT 3**

**For Cause: 89D03-1007-IF-4395**
**STATE V NICHOLAS FANKHAUSER**

**Action:** Infraction
**CT 1:** 9-21-5-2(1) SPEEDING--30 MPH ZONE

**File Date:** 07/13/2010
**Disposition Date:** 08/12/2010

| Attorneys: | Parties: |
|---|---|
| MCCLINTOCK, DAVID L [Attorney]<br>Address:<br>DEPUTY PROSECUTING ATTORNEY<br>301 EAST MAIN STREET<br>RICHMOND , IN 47374<br><br>Phone:<br>[Business] 765-973-9394 | STATE OF INDIANA [PLAINTIFF] |
| | FANKHAUSER, NICHOLAS P [DEFENDANT]<br>Address:<br>204 HARRISON ST<br>LIBERTY , IN 47353<br><br>DOB: 10/22/1963 |
| | DOLEHANTY, DARRIN M. [Judge]<br>Address:<br>COURTHOUSE<br>301 EAST MAIN STREET<br>RICHMOND , IN 47374 |
| | TONUC, PTL [Law Enforcement Officer]<br>Address:<br>50 NORTH 5TH STREET<br>RICHMOND , IN 47374 |

**Chronological summary of filings and proceedings:**

**Date:** 7/13/2010 **Notice:** NO **RJO:** NO

State files infraction information. Initial hearing scheduled for 08/16/2010. cs

**Date:** 8/12/2010 **Notice:** NO **RJO:** YES

NICHOLAS FANKHAUSER paid full fine and fee amount of $130.00 via Doxpop Fine Payment.

**Date:** 8/12/2010 **Notice:** NO **RJO:** NO

Ticket substitute(s) or SR 16 form(s) sent electronically to Bureau of Motor Vehicles. as

# My Calendar - January, 2014



Day Week Month

## January

2014

| | Mon | Tue | Wed | Thu | Fri | Sat/Sun |
|---|---|---|---|---|---|---|
| Week 1 | | | 1 | 2 | 3<br>8:30 AM EST<br>1:30 PM EST | 4<br>5 |
| Week 2 | 6<br>11:00 AM EST | 7<br>1:00 PM EST | 8<br>8:30 AM EST<br>1:00 PM EST<br>1:00 PM EST | 9 | 10 | 11<br>12 |
| Week 3 | 13 | 14<br>9:30 AM EST | 15 | 16<br>10:30 AM EST | 17 | 18<br>19 |
| Week 4 | 20 | 21<br>9:00 AM EST | 22 | 23<br>9:00 AM EST | 24<br>10:00 AM EST | 25<br>26 |
| Week 5 | 27<br>12:00 AM EST<br>1:30 PM EST | 28<br>3:30 PM EST<br>3:30 PM EST | 29<br>9:00 AM EST<br>9:00 AM EST | 30 | 31 | |

### IDs

- 631-49 (Howard)
- 631-49 (Miami)
- 631-49 (Morgan)
- 63149 (Hendricks)
- My Cases

Add an ID

View 30-Day Schedule

Subscribe to iCal Feed



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**Recorded Document** The Hamilton County Recorder currently has a significant backlog of documents to record. Doxpop's records reflect exactly what is available at the Recorder's office, but since they are running behind, you may want to contact them to learn the certification date.

Some older Hamilton County court case records are duplicated to preserve details.

Day Week

## Friday, January 17, 2014

Time zone: America/Indiana/Indianapolis

| Time (EST) | Event | | | |
|---|---|---|---|---|
| 12:00 AM | | | | |
| 01:00 AM | | | | |
| 02:00 AM | | | | |
| 03:00 AM | | | | |
| 04:00 AM | | | | |
| 05:00 AM | | | | |
| 06:00 AM | | | | |
| 07:00 AM | | | | |
| 08:00 AM | 8:45 AM EST | 29C01-1309-CT-008840 | Michele Hornaday vs. Guozhen Chen,United Farm Family Mutual Insurance Company | Confirmed |
| 09:00 AM | 9:00 AM EST | 29C01-1207-PL-007892 | Gary Wright, M.D. vs. Dmitry Arbuck, M.D.,Meridian Health Group PC,Paul Adamset al | Confirmed |
| | 9:00 AM EST | 29C01-1307-PL-007001 | State Of Indiana vs. Westfield High School 1995 Building Corporation,Westfield High School 1995 Building Corporation,Westfield Washington Schoolset al | Confirmed |
| | 9:15 AM EST | 29C01-1308-PL-007387 | State Of Indiana vs. Westfield Washington School Corporation,Hamilton County Indiana,Hamilton County Indiana | Confirmed |
| | 9:45 AM EST | 29C01-1301-DR-000318 | In Re the Marriage of Syed Shah and Alicia Shah | Confirmed |
| 10:00 AM | 10:00 AM EST | 29C01-1310-MI-009701 | INRE:Angela Marie Janssen | Confirmed |
| | 10:00 AM EST | 29C01-1311-MI-010453 | Inre; Name Change Of James Castro. | Confirmed |
| | 10:15 AM EST | 29C01-1310-MI-009717 | Inre; Name Change Of Xie Wei | Confirmed |
| | 10:30 AM EST | 29C01-1310-MI-009792 | In re: Matthew Lee Marshall-Bieber | Confirmed |
| | 10:45 AM EST | 29C01-1308-MI-008302 | In re: Name Change | Confirmed |
| 11:00 AM | 11:00 AM EST | 29C01-1311-MI-010531 | INRE:Name Change of Kimberly Sue Reeves | Confirmed |
| 12:00 PM | | | | |
| 01:00 PM | 1:00 PM EST | 29C01-1309-MI-008733 | Pamela Looney vs. Heather Wornstaff | Confirmed |
| 02:00 PM | | | | |
| 03:00 PM | | | | |
| 04:00 PM | | | | |
| 05:00 PM | | | | |
| 06:00 PM | | | | |
| 07:00 PM | | | | |
| 08:00 PM | | | | |
| 09:00 PM | | | | |
| 10:00 PM | | | | |
| 11:00 PM | | | | |


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# Court Calendar - CIRCUIT COURT



Day Week

## Week of January 13, 2014

Time zone: America/Indiana/Indianapolis

| Mon | Tue | Wed | Thu | Fri | Sat | Sun |
|---|---|---|---|---|---|---|
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 9:00 AM<br>(17) PRE-TRIAL CONFERENCE<br><br>10:00 AM<br>PLEA AND SENTENCING<br><br>10:30 AM<br>PLEA AND SENTENCING<br><br>11:00 AM<br>(1) EXPUNGEMENT<br>(1) 4-D COURT<br><br>11:30 AM<br>BOND REDUCTION HEARING<br><br>1:30 PM<br>SENTENCING | 9:00 AM<br>(2) ADMISSION/DISPOSITION<br>(3) SUPPLEMENTAL PROCEEDINGS<br>(1) PLEA AND SENTENCING<br><br>9:30 AM<br>PLEA AND SENTENCING<br><br>10:00 AM<br>(2) DEFAULT HEARING<br>(1) CONFERENCE<br><br>10:30 AM<br>PROVISIONAL ORDER HEARING<br><br>11:00 AM<br>(2) SHOW CAUSE<br>(1) OTHER<br>(13) SUPPLEMENTAL PROCEEDINGS<br><br>1:30 PM<br>(1) STATUS CONFERENCE<br>(1) 4-D COURT<br><br>2:00 PM<br>4-D COURT<br><br>2:30 PM<br>(2) 4-D COURT<br><br>3:30 PM<br>PROVISIONAL ORDER HEARING | 9:00 AM<br>(1) REVIEW<br>(1) 4-D COURT<br><br>9:30 AM<br>(1) SUPPLEMENTAL PROCEEDINGS<br>(1) 4-D COURT<br><br>10:45 AM<br>4-D COURT<br><br>11:00 AM<br>(1) SUMMARY JUDGMENT<br>(13) SUPPLEMENTAL PROCEEDINGS<br><br>1:30 PM<br>(1) APPOINT GUARDIAN<br>(1) 4-D COURT<br><br>3:00 PM<br>PLEA AND SENTENCING<br><br>3:30 PM<br>STATUS CONFERENCE | 9:00 AM<br>STATUS CONFERENCE<br><br>11:00 AM<br>STATUS CONFERENCE<br><br>11:30 AM<br>DEFAULT HEARING | 8:30 AM<br>CONTEMPT<br><br>9:00 AM<br>DISSOLUTION OF MARRIAGE<br><br>9:30 AM<br>SUPPORT MODIFICATON<br><br>10:30 AM<br>VISITATION MODIFICATION | | |

Registered User Agreement :: Privacy Policy :: Privacy and Public Access :: Help
About Us :: Fee Schedule

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doxpop™

# Pay Your Ticket

Need Help

## Person

| | |
|---|---|
| Issued To: | NELSON, MATTHEW R |
| Birth Year: | 1991 |
| DriversLicense: | ******06 |

## Payment Information

**Total: $140.50**

Make Payment Now

## Charges

| | |
|---|---|
| Cause Number: | **03D02-1401-IF-000159** |
| Date: 2014-01-11 | Status: Open |

| | |
|---|---|
| Ticket Number: | CP1400363 |
| Charge: | THROWING BURNING MATERIAL FROM A MOVING MOTOR VEHICLE |
| Statute: | 35-45-3-3(2) |

| | |
|---|---|
| Ticket Number: | CP1400363 |
| Charge: | NO OPERATOR'S LICENSE IN POSSESSION |
| Statute: | 9-24-13-3 |

| | |
|---|---|
| Ticket Number: | CP1400363 |
| Charge: | NO VALID DRIVER'S LICENSE |
| Statute: | 9-24-1-1 |

## Vehicle Data

| | |
|---|---|
| Make/Year: | GEO / 1996 |
| Color: | GOLD |
| License Plate: | VVM591 |

## Fines and Fees

| | |
|---|---|
| AUTO RECORD KEEP-CO | $2.00 |
| PUBLIC DEFENSE ADMIN. FEE | $5.00 |
| DNA SAMPLE PROCESSING FEE | $2.00 |
| COURT ADMIN. FEE | $5.00 |
| JUDICIAL SALARY FEE | $20.00 |
| JUD. INSURANCE ADJ. FEE | $1.00 |
| AUTO RECORD KEEP-ST | $5.00 |
| PERPETUATION FUND | $2.00 |
| JURY FEE FUND $2.00 | $2.00 |
| HIGHWAY WORK ZONE FEE | $0.50 |
| LAW ENFORCEMENT CONT ED | $4.00 |
| INFRACTION JUDGMENT | $12.00 |
| COURT COSTS - COUNTY | $21.00 |
| COURT COSTS - STATE | $49.00 |
| DOXPOP PAYMENT FEE | $10.00 |
| **Total Due** | **$140.50** |

# Attachment 3

**Copy of the agreement between the Court or Clerk and any outside Vendor, if applicable.**

# Court Record Internet Publishing Agreement

This Court Record Internet Publishing Agreement (herein, "Agreement") is between Doxpop, llc, an Indiana Limited Liability Company (herein, "Doxpop"), CSI , an Indiana Corporation ("CMS Vendor"), and Miami County, Indiana (herein, "County").

*Summary:* Doxpop operates a web development and hosting service, and specializes in making public records available to users of the Internet. CMS Vendor develops, markets and maintains software systems utilized by governmental agencies to store and retrieve information, including information open to access by the public. The County maintains trial court case tracking information through CMS Vendor's software systems and seeks to make this information available to the public via the Internet. Doxpop wants to make the County's trial court case tracking information stored using CMS Vendor's software systems available to members of the public and its subscribers through the Internet, under the terms and conditions as set forth below.

*Recitals.*

WHEREAS the County seeks to provide access to the County's trial court case tracking information (herein, "Court Data") via the Internet under Indiana Trial Rule 77(K);

WHEREAS CMS Vendor wishes to provide software and support services to their customers related to publishing Court Data from the County to Doxpop; and

WHEREAS Doxpop wishes to provide Internet access to Court Data to its subscribers and to the public;

THEREFORE, the parties enter into the following Court Record Internet Publishing Agreement.

*Section 1. Definitions.*

a) "Bulk Form" shall mean the distribution of all, or a significant subset, of the information in court records that is maintained in electronic form, "as is" and without modification or compilation.

b) "Confidential Information" shall mean information maintained by local trial courts in their case racking systems which members of the general public are denied access to pursuant to Federal and/or state statute or court rules, specifically including information excluded from public access under Indiana Administrative Rule 9(G).

c) "Court Data" shall mean Public Records maintained by the County using software developed by CMS Vendor for storing and retrieving information relating to court cases, including current and historical data.

d) "The Division" shall mean the Indiana Supreme Court Division of State Court Administration.

e) "Doxpop Services" shall mean the web sites, storage media, search and access tools, push services and other resources developed and maintained by Doxpop for the purpose of supplying access to Court Data via the Internet.

f) "Doxpop Database" shall mean the data storage and retrieval system in which Court Data and Court Data supplied by courts of other counties are stored by Doxpop.

g) "Governmental Organization" shall mean any body, agency, or subdivision of the federal, state or municipal government.

h) "Interface Software Module" shall mean the software created and owned by CMS Vendor for the purpose of extracting Court Data from servers used by the County for transfer in the appropriate format to Doxpop.

i) "Internet" shall mean the collection of computer networks commonly known as the Internet, and shall include, without limitation, the World Wide Web.

j) "Non-profit Organization" shall mean any entity that is and has been recognized by the federal government as being exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

k) "Public Records" shall mean information maintained by the County that is available to members of the general public under the laws of a state or federal government, and specifically excludes Confidential Information.

l) "Registered User" shall mean individuals who access Court Data through Doxpop Services who have: (1) supplied to Doxpop his or her first and last names, billing address, and email address; (2) made billing an payment arrangements to the satisfaction of Doxpop; (3) been approved by Doxpop; and (4) been legally bound by Doxpop's Registered User Agreement.

m) "The Request" shall mean the request made by the County to the Division, as approved by the Division, and as subsequently revised and approved by the Division.

n) "Standard User" shall mean persons and entities who access Court Data through Doxpop Services without supplying any personal identification information and have been legally bound by Doxpop's online Standard User Agreement.

o) "Statistical Form" shall mean information that is derived from the selection, aggregation or manipulation of Court Data from more than one individual court record, including statistical reports, and where the identification of specific individuals is ancillary to the purpose of the transfer of data.

p) "XML Data Transfer File" shall mean the data format specified by Doxpop for transfer of information to Doxpop, including the data encryption model specified by Doxpop.

*Section 2. Description of services and obligations of CMS Vendor.*

a) CMS Vendor will install and maintain software on the servers belonging to the County under the terms and conditions set forth in the separate license agreement between the County and CMS Vendor to extract Court Data for transfer to Doxpop.

b) CMS Vendor will implement and maintain its Interface Software Module and allow for regular updating of Court Data to Doxpop at no longer than ten (10) minute intervals during the business hours of the County.

c) CMS Vendor is responsible to assure that no Confidential Information is transferred from the County to Doxpop, and will immediately notify Doxpop of the inadvertent transfer of Confidential Information to Doxpop so Doxpop can remove such information from Doxpop Services.

d) CMS Vendor will take all reasonable and necessary measures to ensure that the Court Data transferred to Doxpop through its software is accurate and complete. Upon being given notice by the County or Doxpop that CMS Vendor is generating errors in the Court Data or incomplete records, CMS Vendor will take all necessary steps to correct the issue. In any event, CMS Vendor shall respond to the County and Doxpop, in writing, no later than five (5) business days following the giving of notice by Doxpop or the County of the error or omission, setting forth CMS Vendor's understanding of the cause of the error or omission, the steps CMS Vendor intends to take to correct the error or omission, and the time at which CMS Vendor expects the error or omission to be resolved. If such error or omission is not corrected within thirty (30) days following the giving of notice by Doxpop or the County of the error or omission, the County and/or Doxpop shall have the right to require the suspension Doxpop Services as they relate to Court Data until such time as the error or omission is corrected.

*Section 3. Description of services and obligations of County.*

a) The County will be responsible for obtaining any needed permissions from the offices or officials of local county government and/or the State of Indiana to permit the performance of the services described by this Agreement, specifically including, but not limited to, obtaining the approval of the Division for initial implementation of Doxpop Services, requesting a renewal of approval from the Division as required, and for modifications to Doxpop Services including changes requested by Doxpop or required by the Division

b) The County will permit and facilitate the transfer of Court Data through CMS Vendor to Doxpop in a timely fashion. The County shall acquire, install, operate and maintain at its expense all communications lines, equipment, software, services and related technology necessary to transmit Court Data to Doxpop.

c) The County will take reasonable steps to ensure that any and all applicable federal and state laws are being followed in the transfer Court Data to Doxpop and the dissemination of said data by Doxpop, specifically including, but not limited to, provisions regarding the dissemination of Confidential Information. The County will take all necessary and appropriate precautions to ensure that no Confidential Information is accessible via Doxpop Services.

d) The County will take all reasonable and necessary measures to ensure that the Court Data transferred to Doxpop is accurate and complete. Upon being given notice by CMS Vendor or Doxpop that the County is generating errors in the Court Data or incomplete records, the County will take all necessary steps to correct the issue. In any event, the County shall respond to CMS Vendor and Doxpop, in writing, no later than five (5) business days following the giving of notice by Doxpop or CMS Vendor of the error or omission, setting forth the County's understanding of the cause of the error or omission, the steps the County intends to take to correct the error or omission, and the time at which the County expects the error or omission to be resolved. If such error or omission is not corrected within thirty (30) days following the giving of notice by Doxpop or CMS Vendor of the error or omission, Doxpop shall have the right to suspend Doxpop Services as they relate to Court Data until such time as the error or omission is corrected.

*Section 4. Description of services and obligations of Doxpop.*

a) Doxpop agrees to make Court Data provided to it by the County through CMS Vendor available for access via the Internet through Doxpop Services.

b) Doxpop shall acquire, install, operate and maintain at its expense all communications lines, equipment, software, services and related technology necessary to receive Court Data from the County. Doxpop also shall be responsible for, and shall pay for, any development work, software or hardware relating to the setup and integration of Court Data as part of Doxpop Services. Doxpop will have sole editorial and artistic control over Doxpop Services and all elements thereof, including the selection of third party components, and the design and look and feel of all visual elements appearing on Doxpop Services.

c) Doxpop will permit access to Standard Users for no charge to limited amounts of Court Data, and Doxpop will develop tools to sign up Registered Users and permit Registered Users to have access to Court Data, all in accordance with the Request.

d) Doxpop will remove Confidential Information from Doxpop Services upon notification by the County or CMS Vendor that such information has been transferred to Doxpop, as soon as reasonably possible.

e) Doxpop will display in a prominent place on Doxpop Services an

appropriate notice that Court Data provided by Doxpop via the Internet is not the official Public Record of the County.

f) Doxpop will assist County in its role of educating litigants and the public about the requirements of Indiana Administrative Rule 9, and shall train its employees and subcontractors about said requirements.

g) Doxpop shall not disseminate County Data in Bulk Form without first obtaining approval of such a transfer from the County and only if such transfer is authorized by the Division.

h) Doxpop will take all reasonable and necessary measures to ensure that the Court Data disseminated by Doxpop is accurate and complete. Upon being given notice by the County or CMS Vendor that Doxpop is generating errors in the Court Data or incomplete records, Doxpop will take all necessary steps to correct the issue. In any event, Doxpop shall respond to CMS Vendor and the County, in writing, no later than five (5) business days following the giving of notice by the County or CMS Vendor of the error or omission, setting forth Doxpop's understanding of the cause of the error or omission, the steps Doxpop intends to take to correct the error or omission, and the time at which Doxpop expects the error or omission to be resolved. If such error or omission is not corrected within thirty (30) days following the giving of notice by the County or CMS Vendor of the error or omission, the County and/or CMS Vendor shall have the right to require the suspension of Doxpop Services as they relate to Court Data until such time as the error or omission is corrected.

*Section 5. Proprietary Rights.*

a) CMS Vendor, Doxpop and the County acknowledge that Court Data provided to Doxpop under this Agreement is the County's official public record, and neither Doxpop nor CMS Vendor shall claim any form of ownership over such Court Data. Doxpop and CMS Vendor further acknowledge that the Court records remain the property of the court and are subject to the directions and orders of the court with respect to the handling and access to the court records, as well as the provisions of Indiana Administrative Rule 9.

b) Doxpop and the County acknowledge and agree that all ownership and proprietary rights (including, without limitation, the copyrights) to the following items are and shall remain the sole and exclusive property of

CMS Vendor or its licensors:

i. CMS Vendor's software used pursuant to this agreement;
ii. Tools created by CMS Vendor to transfer Court Data to an XML Data Transfer File; and
iii. The trademarks and service marks connected with CMS Vendor.

c) CMS Vendor and the County acknowledge and agree that all ownership and proprietary rights (including, without limitation, the copyrights) to the following items are and shall remain the sole and exclusive property of Doxpop or its licensors:

i. All software created by Doxpop in relation to Doxpop Services;
ii. Lists and identification information relating to Registered Users;
iii. The trademarks and service marks connected with Doxpop; and
iv. The format and documentation relating to the XML Data Transfer File.

*Section 6. Registered User Accounts of County Officials.*

Doxpop shall provide Registered User accounts at no charge to County to the following County offices and direct employees of these offices:

i. Judges.
ii. Clerk of Court.
iii. Community Corrections.
iv. Probation Department.
v. Court Appointed Special Advocates.
vi. Guardian *ad litem*.
vii. Prosecutor.
viii. Sheriff's Department.
ix. Office of the Public Defender.

*Section 7. Warranties and covenants.*

a) The County and CMS Vendor represent and warrant that prior to delivery of any data to Doxpop, each of them shall use reasonable efforts, consistent with generally accepted industry practice, to ensure that the relevant media is free of any programming devices (e.g., viruses, key locks, back doors, Trojan horses, worms, etc.) that are designed to disrupt or are capable of

disrupting the use of the media or any system to which the media is transferred, or destroy or damage data or make it delayed or inaccessible.

b) At certain times, users may be unable to access Doxpop Services, and disconnections from the Internet or any network may occur from time to time. Doxpop cannot guaranee that its services will not be subject to stoppages or other disruptions. Doxpop shall not be responsible for losses or damages caused by stoppages or breakdowns of its, or any other party's equipment, wherever located. Doxpop shall take reasonable precautions to prevent such disruptions of service, and shall make reasonable efforts to timely restore service in the event of a disruption.

c) No party to this Agreement shall be liable for delays or defaults in furnishing goods or services hereunder, if such delays or defaults on the part of a party are due to: Acts of God or a public enemy; Acts of the United States or any state or political subdivision thereof; Fires, severe weather, floods, earthquakes, natural disasters, explosions, power outages or other catastrophes; Embargoes, epidemics or quarantine restrictions; Shortage of goods, labor strikes, slowdowns, differences with workmen or labor stoppages of any kind; Delays of supplier or delay of transportation for any reason; Causes beyond the control of such party in furnishing items or services including, but not limited to, breakdown or failure of machinery or equipment, or delay in the reporting problems or furnishing information or materials.

d) Doxpop shall indemnify, defend and hold the County harmless from and against all claims, costs, losses, expenses and damages (excluding indirect, special or consequential damages) suffered by the County primarily and directly attributable to any Third Party allegation of harm resulting directly from defects in the design, implementation, and operation of Doxpop Services. In connection with Doxpop's representation and warranty in this paragraph: (a) The County shall give to Doxpop prompt notice of any such allegation, (b) Doxpop shall maintain full and complete control over the defense of any such allegation and (c) The County shall fully cooperate with Doxpop in the defense of any such allegation and shall comply with any settlement that Doxpop shall elect to enter into with any claimant.

*Section 8. Term and Termination.*

a) The Initial Term of this Agreement shall commence on the Effective Date (defined on last page of this Agreement) and shall continue until _twelve_

(12) months after the Effective Date. Following the passage of the Initial Term, any party to this Agreement may terminate this Agreement by providing written notice of termination to the other two (2) parties to the Agreement at least 60 days prior to the date of termination.

b) A renewal of this Agreement or this Agreement as modified after the Initial Term shall be subject to termination by any party to this Agreement by providing written notice of termination to the other two (2) parties to the Agreement at least 60 days prior to the date of termination.

c) If any party shall breach any provision contained in this Agreement and such breach is not cured within 30 days after receiving written notice of such breach from another party, the party giving such notice may then deliver a second written notice to the breaching party, terminating this Agreement, in which event this Agreement shall terminate on the date specified in such second notice.

d) In the event that any party shall be adjudged insolvent or bankrupt, or upon the institution of any proceedings by it seeking relief, reorganization or arrangement under any laws relating to insolvency, or if an involuntary petition in bankruptcy is filed against such party and said petition is not discharged within 60 days after such filing, or upon any assignment for the benefit of its creditors, or upon the appointment of a receiver, liquidator or trustee of any of its assets, or upon the liquidation, dissolution or winding up of its business (an "Event of Bankruptcy"), then the party affected by any such Event of Bankruptcy shall immediately give notice thereof to the other parties, and either of the other parties at its option may terminate this Agreement upon written notice.

*Section 9. Miscellaneous Provisions.*

a) All notices shall be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation to the address set forth on the signature page, or other address stipulated in writing by a party. Notice shall be deemed delivered and received on the date it is actually received.

b) No modification or amendment of this Agreement shall be binding on the parties unless agreed to in a writing referring specifically to this Agreement and signed by the duly authorized representatives of each of the parties.

c) No party may assign this Agreement, or sub-license, assign or delegate any right or duty hereunder, without the prior written consent of both other parties. 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.

d) The rights and obligations in Section 5 (Proprietary Rights) shall survive termination or expiration of this Agreement for any reason.

e) No party shall be liable to the either of the others for any damages other than direct damages, including but not limited to consequential, indirect, special, exemplary, or punitive damages, or any lost revenues or lost profits, even if advised of the possibility of such damages.

f) This Agreement constitutes the sole and exclusive expression of the terms and conditions relating to the subject matter hereof and supersedes all prior oral and written statements of any kind whatsoever made by the parties with respect to the subject matter of this Agreement. The headings of the sections of this Agreement are provided solely for convenience of reference and shall not be used in the interpretation of this Agreement.

g) The failure of any party at any time to require performance by any other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by any party 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.

h) Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons or entities other than the parties and their respective successors and permitted assigns, in accordance with terms of this Agreement. Without limiting the foregoing, no third party shall be a beneficiary of this Agreement.

i) If any provision of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of the Agreement, or the application of such provision in other circumstances, shall not be affected thereby, and each provision shall be valid and enforced to the fullest extent permitted by law.

j) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana, United States, applicable to contracts wholly made and wholly performed in the State of Indiana, United States.

Each party, intending to be bound thereby, has caused this Agreement to be executed by its duly authorized representative, whereupon it enters into full force and effect in accordance with its terms on this date

(Effective Date): 1-8-07

"Doxpop"
By:

Raymond F. Ontko, President
Doxpop, llc

"CMS Vendor"
By:

Names:
Title:
CSI

Address for Notices to Doxpop

Doxpop, llc
822 East Main Street
Richmond, IN 47374
Attention Raymond F. Ontko
Telephone: 765-965-7363
Fax: 765-962-9788

Address for Notices to CMS Vendor:

**CSI - Computer Systems, Inc**
**12975 Parkside Drive**
**Fishers, IN 46038**

"County"

X Gary D. Hawley
Signature

GARY D. HAWLEY
Name Printed

Co. COMMISSIONER, CHAIR
Title

Address for Notices to County:

# Attachment 4

**Copy of the letter from the Division of State Court Administration approving Vendor to receive bulk data distribution, if a Vendor is used to access court information under this request**

# 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
COURTS.IN.GOV


January 17, 2014

Raymond F. Ontko
President
Doxpop, LLC
822 East Main Street
Richmond, IN 47374

Dear Mr. Ontko:

Your request, on behalf of Doxpop, 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 October 31, 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.

If you have any questions, please contact me at jeffrey.wiese@courts.IN.gov or (317) 234-1873 or staff attorney Doyal McLemore at doyal.mclemore@courts.IN.gov or (317) 232-5398.

Sincerely,

Jeffrey Wiese
Director of Trial Court Management

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

# Attachment 5

**Copy of any documentation with respect to compliance with the State Board of Accounts and the revenue accounting methods, if applicable.**

Not applicable.

# Attachment 6

**Copy of any subscriber agreements provided by the Court, Clerk or Vendor, if applicable.**

1) Doxpop Terms of Service
2) Doxpop Registered User Agreement
3) Doxpop Privacy Policy
4) Doxpop Subscriber Fee Schedule

## 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

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

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 support@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 of Doxpop Services

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 commercial use 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 obtain all or a significant subset of all the information available through Doxpop Services. 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.

Registered User creating searches of data available through the Doxpop Services may be limited to 1,000 records of data per query for interactive users and 200 records of data per query for API Users.

## Registered User Representations and Warranties

Registered User represents and warrants that it will not use the Doxpop Services in a manner that infringes, violates, or misappropriates any rights of Doxpop or any third party. Registered User represents and warrants that: (1) it is solely responsible for the development, operation, and maintenance of any application program using the API; and (2) it has the necessary rights and licenses, consents, permissions, waivers, and releases to use and display any application program using the API. Registered User represents and warrants that any application program using the API shall not contain any component that may be harmful to Doxpop, the Doxpop Services, or any third party.

Registered User represents and warrants that; (1) the information provided in connection with registering for the Doxpop Services is accurate and complete; (2) Registered User is at least eighteen (18) years of age and has the legal capacity to enter into this Agreement; (3) the individual registering as Registered User is the Registered User himself/herself or the authorized representative of any such entity becoming a Registered User; and (4) the Registered User's employees, officers, representatives, and other agents access the Doxpop Services are duly authorized to access the Doxpop Services and to legally bind Registered User to this Agreement and all transactions conducted under Registered User's account.

## 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 for planned system upgrades or in response to unplanned power outages, system failures, or other interruptions. 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.

### API Use

In addition to the interactive use of the Doxpop Services, a Registered User may write a software application program that interfaces with the Doxpop Services using the Doxpop application program interface ("API"), subject to all limitation on use herein. Additional charges may apply to such Registered Users. Any Registered User seeking to write application programs that use the Doxpop API must register additionally as a "Doxpop API User" and adhere to the terms and conditions of use in this Registered User Agreement.

### 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 set forth on Doxpop Services, and amended from time to time.

### Hostile activities prohibited

Registered Users agree to refrain from using the Doxpop Services for any activity that 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.

### Monitoring Compliance

Registered User agrees to provide information and/or other materials related to the use of Doxpop Services as reasonably requested by Doxpop to verify compliance with this Agreement.

### 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. 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. Doxpop and any third parties providing information through Doxpop Services make no representations or warranties of any kind, whether express, implied, statutory, or otherwise with respect to the Doxpop Services. Except to the extent prohibited by applicable law, Doxpop and any third parties providing information through Doxpop Services disclaim all warranties, including, but not limited to, any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade. Doxpop and any third parties providing information through Doxpop Services do not warrant that the Doxpop Services will function as described, will be uninterrupted or error free, or free of harmful components. Doxpop and any third parties providing information through Doxpop Services**

**shall not be responsible for any service interruptions, including, but not limited to, power outages, system failures, or other interruptions, including those that affect the receipt, processing, acceptance, completion, or settlement of any of the Doxpop Services. No advice or information obtained by the Registered User from Doxpop and any third parties providing information through Doxpop Services shall create any warranty not expressly stated in this agreement.**

Doxpop specifically disclaims all liability with regard to any application program using the API, and Registered User shall be solely responsible for the development, operation, and maintenance of any such application program using the API and for all materials that appear on or within such application program using the API. Registered User using such application programs shall be solely responsible for: (1) the technical operation of such application programs and all related equipment; and (2) the accuracy and appropriateness of any information generated as a result of such application programs.

The Doxpop Service may contain links to websites that are not under our control. Doxpop is not responsible for the contents or functionality of such websites or any website that may be accessed on such websites. Doxpop provides these links to you as a convenience, and the inclusion of any such links does not constitute or imply our endorsement or validation of any such site.

### 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.

### Disputes

Notwithstanding anything to the contrary, Doxpop may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of Doxpop's intellectual property and/or proprietary rights. Any dispute relating in any way to Registered User's use of the Doxpop Services or to products or services provided by Doxpop or its affiliates shall be adjudicated in any state or federal court in Wayne County, Indiana, and you consent to exclusive jurisdiction and venue in such courts. You further acknowledge that Doxpop's rights in the Doxpop Services are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages. By using the Doxpop Services, Registered User agrees that the laws of the State of Indiana, without regard to principles of conflicts of laws, will govern this Agreement and any dispute of any sort that might arise between Registered User and Doxpop. The parties expressly exclude application of the United Nations Convention for the International Sale of Goods to this Agreement.

### Notices

Except as otherwise provided set forth herein, notices made by Doxpop to Registered User under this Agreement that affect Doxpop's customers generally will be posted on the Doxpop website. Notices made by Doxpop under this Agreement for Registered User or Registered User's account specifically will be provided to Registered User via the email address provided in the registration for the Doxpop Services or in any updated email address you provide to us in accordance with standard account information update procedures Doxpop provides from time to time. It is the responsibility of the Registered User to keep its email address current, and the Registered User will be deemed to have received any email sent to any such email address upon our sending of the email, whether the Registered User actually receives the email. For notices made by Registered User under this Agreement and for questions regarding this Agreement or the Doxpop Services, Registered User may contact Doxpop as follows:

notice@doxpop.com

and/or

Doxpop, LLC
822 East Main Street
Richmond, Indiana 47374

All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

### 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., 822 E. Main St., Richmond, Indiana 47374.

### 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 support@doxpop.com

## Privacy Policy

Doxpop respects and protects the privacy of the individuals that use Doxpop's information services ("Doxpop Information Services") to include Doxpop Services, Doxpop Court Payment Service, Doxpop Property Watch. 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 support@doxpop.com.

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# Doxpop Subscriber Fee Schedule

## Contents


- Pricing
- Subscription Plan Details
- Conditions Applying to Government and Non-Profit Subscribers
- Court API Services Pricing


## Pricing

| **Price per month** | **$0** | **$30** | **$54** | **$96** | **$174** | **$300** | **$540** | **$1020** | **$1800** | **$3000** | **$6000** |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Included searches per month** | **6** | **20** | **60** | **200** | **600** | **2000** | **6000** | **20000** | **60000** | **200000** | **600000** |
| **Additional searches** | $6.00 | $3.00 | $1.80 | $0.96 | $0.58 | $0.30 | $0.18 | $0.09 | $0.06 | $0.03 | $0.02 |
| **Per-page recorded document purchasing** | $2.00 | $1.35 | $1.35 | $1.00 | $1.00 | $1.00 | $1.00 | $1.00 | $1.00 | $1.00 | $1.00 |
| **Saved cases and documents** | 6 | 20 | 60 | 200 | 600 | 2000 | 6000 | 20000 | 60000 | 200000 | 600000 |
| **Search watches** | 6 | 20 | 60 | 200 | 600 | 2000 | 6000 | 20000 | 60000 | 200000 | 600000 |
| **Access to all cases and documents** | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| **My Saved Cases Calendar** | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| **My Search Regions** | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

## Subscription Plan Details

- There is no charge for additional users. Add as many users as you like.
- Both court case and recorded document searches available with every account. (Per-page image printing 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 magnifying glass next to it. A search is also counted each time a saved search is run automatically (a "scheduled search"), and for each item you click on in a search watch notification. Looking at the details of a case or party does not count as a search.

**Additional Search Fees** are only charged once you have used up your searches for the month. If you are on the 60 search plan, for example, you will not be charged an additional search fee until you use each of those 60 searches and then continue searching. You will be notified before you incur any additional search fees and you can upgrade to a higher plan at any time by simply paying the difference. Additionally, any extra search charges you have incurred from the current month will reduce the upgrade cost by the same amount.

**Recorded Document Images** are available at rates that vary by subscription level, as shown in the pricing table. Registered users can utilize our document previewer feature to view documents (but not save or print them) before purchasing. Delivery of document images is in PDF format and is available to the user for download any time during the 24 hour period following the purchase.

**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. You receive a maximum number of saved items (cases plus documents) equal to the included searches per month of your subscription plan. 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.

**Search watches** give you the ability to be notified immediately via email when cases or documents are added or changed that meet the criteria of a search. The maximum number of search watches for each subscription plan is equal to the included searches per month.

**My Calendar** enables you to have a customized calendar that shows when events for your saved cases are scheduled. You can even connect the calendar to an Indiana State Bar ID to see the court schedule for that ID. Click here for more information.

**Calendar Event 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 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. It also allows any user to monitor court events for their saved cases.

**My Search Regions** permits you to create customized search regions of any combination of counties to narrow down search results. Your customized search regions appear in the Search Region menu along with individual counties and the "All Counties" option. Click here for more information.

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

## Conditions Applying to Government and Non-Profit Subscribers

**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 toll-free at 866-369-7671 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.

Government and non-profit organizations receive a 50% discount off our regular rates. This discount does not apply to the recorded document image printing fees.

Government and NPO rates apply only to users who are using Doxpop Services solely in support of their work for a Government or NPO. If you are a part-time public defender who also runs a private practice, please contact us for special pricing at the number above.

## Court API Services Pricing

| **Minimum Monthly Fee** | **$30** | **$54** | **$96** | **$174** | **$300** | **$540** | **$1000** | **$1800** | **$3000** | **$6000** |
|---|---|---|---|---|---|---|---|---|---|---|
| **Included searches per month** | **20** | **60** | **200** | **600** | **2,000** | **6,000** | **20,000** | **60,000** | **200,000** | **600,000** |
| **Additional searches** | **$1.50** | **$0.90** | **$0.48** | **$0.29** | **$0.15** | **$0.09** | **$0.05** | **$0.03** | **$0.015** | **$0.01** |

**Important Pricing Features of Doxpop Court API Services:**

- The use of court API services requires the selection of a monthly minimum fee.
- The use of court API services requires a commitment of at least one year. The pricing schedule in effect at the time of your commitment shall not be affected by general increases in pricing for Doxpop services.
- Billing for court API services will be on a monthly basis according to your usual billing cycle. In the event you terminate the use of court API services prior to the end of your one-year commitment, Doxpop shall be entitled to collect the monthly minimum fee for the remainder of such commitment.
- If you are an existing customer adding the use of court API services, your monthly minimum fee shall be prorated for the first month. The regular minimum monthly fee shall become effective at the commencement of your next billing cycle and shall remain in effect for twelve full billing cycles.
- If you are an existing customer using court API services and wish to upgrade, you shall be billed at the upgraded rate for the current and next eleven billing cycles.