



Indiana Supreme Court Office of Judicial Administration

AGREEMENT FOR E-TAX WARRANT SEARCH SERVICES

The Indiana Supreme Court through its Office of Judicial Administration (“OJA”) and _____ (Requesting Party”) hereby enter into this Agreement for an INcite account/s to access Tax Warrant Data (“Agreement”) maintained by the OJA.

RECITALS:

WHEREAS, the OJA has previously sold tax warrant data as part of Odyssey bulk data pursuant to Administrative Rule 9(F) and a Supreme Court Order dated September 13, 2011, Case No. 94S00-1109-MS-552; and

WHEREAS, a change in the processing of tax warrant data removed them from the Odyssey case management system, thereby removing tax warrant data from the bulk data feed beginning in December, 2012; and

WHEREAS, at the request of the Circuit Court Clerk, the OJA continues to maintain the tax warrant data in INcite (software developed by the OJA) and the OJA is responsible for maintaining the tax warrant information and the right and ownership of the INcite software belongs to the OJA; and

WHEREAS, the OJA is authorized under the above mentioned Supreme Court Order and Indiana Code 5-14-3-3.6 to charge electronic system fees when the OJA makes available enhanced access to its electronic records; and

WHEREAS, Requesting Party has requested that the OJA continue to make tax warrant data available.

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

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
 - A. “Agreement” means this User Agreement for Access to tax warrant data within INcite, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.
 - B. “Distribution” means the distribution of all, or a significant subset of data not excluded from public access, in electronic form, as is, and without modification or compilation.
 - C. “Clerk” means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
 - D. “Enhanced Access” is defined by Indiana Code 5-14-3-2(e).
 - E. “Fee for Enhanced Access” means the fee authorized by Indiana Code 5-14-3-3.6(e) and Supreme Court Order.
 - F. “Requesting Party” includes the above-identified party and all entities and known names under which the individual or business operates and all subsidiaries that will utilize the data provided.
 - G. “Tax Warrant Data” means any computer or machine-readable copy of Tax Warrant Records provided by the OJA to the Requesting Party from INcite.
 - H. “User” means any individual for which the Requesting Party requests a user identification and password.

2. **Authority.** The parties agree that this Agreement is specifically undertaken pursuant to the authority under Indiana Law to enter into binding Agreements.
3. **Grant.** The OJA authorizes the Requesting Party to access tax warrant data from INCite upon payment of a fee for enhanced access in accordance with the Supreme Court Order dated September 13, 2011, Case No. 94S00-1109-MS-552 and Indiana Code 5-14-3-3.6.
4. **Service and Fees.**
 - A. The OJA will provide Requesting Party a unique user identification and password for each account in order to access tax warrant data in INCite pursuant to this agreement.
 - B. The OJA will make available all tax warrant data including daily updates from the Department of Revenue for participating counties to Requesting Party. The OJA will provide an invoice annually. Monthly invoices can be requested.
 - C. All payments will be made by check or money order payable to the **Indiana Supreme Court** with a *notation indicating the invoice number and that the payment is for INCite e-Tax Warrant Search Services*. Payment is due 15 days from the date of the invoice or no later than the 15th of the month following the date of the invoice to prevent early termination of user accounts.
 - D. The OJA will provide Help Desk Support to the Requesting Party during normal business hours from 8:00 AM to 4:30 PM Eastern Standard Time. The Help Desk observes all State and Federal holidays. The Help Desk can be reached by phone or email at (888) 275-5822 or helpdesk@courts.in.gov.
5. **Disclaimer.** Information provided is not to be considered or used as an official record and may contain errors or omissions. Accuracy of the information is not warranted. Official records of the circuit court clerk may only be obtained directly from the clerk of the court maintaining a particular record. A certified record of a tax obligation can be obtained from the Indiana Department of Revenue and is not available through INCite.
6. **Compliance with Law.** The Requesting Party hereby agrees to comply with all federal and state laws that may be applicable to the use, sale, or transmission of the tax warrant data. State law specifically provides that Requesting Party will not engage in the unauthorized enhanced access to public records; unauthorized alteration of public records or the disclosure of confidential public records. (Indiana Code 5-14-3-3.6)
7. **Confidential Information.** Any data contained within the tax warrant data in INCite that is considered confidential under federal or state laws must be reported to the OJA immediately.
8. **Obligations.** The Requesting Party hereby agrees to maintain the security of the user identification ID(s) and password(s). In the event a user suspects a breach of security, the user shall immediately notify the OJA, the user's supervisor whose signature appears on this agreement, and the Court Technology Help Desk. In the event a user's system identification or password is compromised, the user must obtain a new user identification and password.
9. **Termination.**
 - A. **General.** Either the OJA or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause. **The OJA will not provide refunds for early terminations of accounts.**
 - B. **Termination for Cause.** The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party and any such violation shall result in immediate termination of this agreement by the OJA, at which time all access to tax warrant data by the Requesting Party or any officer, employee or agent of the Requesting Party in any form will be terminated immediately by the OJA. Termination for cause includes the sharing of an individual's user identification and password with another user(s). In addition to the issuance of a unique user identification and password per authorized person, the OJA may implement additional safeguards to ensure the security of the application and the authorized use of INCite.
 - C. **Termination for Nonpayment.** The OJA may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay, in a timely manner, an outstanding invoice covering services provided under this agreement.
10. **Effective Date, Commencement of Terms.** This Agreement and the terms set forth shall be deemed effective upon the signature and approval of all parties. The terms of this agreement will be nullified in accordance with section 9A.

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

Requesting Party

by: _____
 Printed: _____
 Title: _____
 Address: _____

 E-Mail: _____
 Phone Number: _____
 Date: _____

OJA

by: _____
 Mary L. DePrez
 Executive Director
 Indiana Office of Court Technology
 Indiana Supreme Court
 Office of Judicial Administration
 Date: _____

Please select your access level:

- Individual Search Account (ISA)
- Individual Search with Reporting Account (ISAR)
- Business Account (5-ISAR)

Invoice Type:

- Annual
- Monthly (Payment Schedule)

***Please provide the name, access level and email address for each account holder. The account holder first and last name is used to create the User ID. The account information (user ID and password) will be emailed to the individual account holder.**

Name	Access Level	Email Address