

Request for Subscription to Wisconsin Court System Data

| Subscriber Information | |
|--|---|
| Organization (Please list organization name. Do not list offices or individuals) | Organization Address |
| Authorized Organization Contact Name | Contact Telephone Number |
| Is this person authorized to sign contracts on behalf of your organization? <input type="checkbox"/> Yes <input type="checkbox"/> No | Contact Email Address |
| Organization IT Contact Name | Organization IT Contact Telephone Number |
| | Organization Contact Email Address |
| Organization REST User Contact Name | REST User Contact Telephone Number |
| | REST User Contact Email Address |

Why are you seeking a subscription to WCCA Information?

Please describe how you will store WCCA Information:

What authentication features will you have in place for your employees who may access WCCA Information?

Will your employees have remote access to WCCA Information?

☐ Yes ☐ No

If yes, what firewalls will you have in place to prevent unauthorized access to the data?

Will you have any websites that display WCCA Information? If yes, please list them below.

☐ Yes

☐ No

| Website Name | Website URL | Website Purpose |
|--------------|-------------|-----------------|
| | | |
| | | |
| | | |

Please describe how you intend to keep any published WCCA Information up to date :

Please list who in your organization will have access to WCCA Information and for what purpose?

| Name | Position | Purpose |
|------|----------|---------|
| | | |
| | | |
| | | |

Please list who outside of organization agency will have access to WCCA Information and for what purpose?

| Name | Position | Purpose |
|------|----------|---------|
| | | |
| | | |
| | | |

Wisconsin Court Data Subscription Agreement Non-State of Wisconsin Government Subscribers

I. Parties

The parties to this Data Subscription Agreement (Agreement) are _____
_____(Subscriber) and the Wisconsin Director of State Courts Office
Consolidated Court Automation Programs (CCAP).

II. Purpose

The purpose of this Agreement is to establish the subscription terms and conditions for Subscriber to access and download limited public information contained in the CCAP case management system and displayed on the Wisconsin Circuit Court Access (WCCA) website (referred to in this Agreement as “WCCA Information”).

III. Definitions

In this Agreement,

- A. Authorized Persons – are the Subscriber’s staff, limited term staff, and unpaid personnel who are given the authority to view and use the data in this Agreement, in accordance with the policies and procedures set forth in this Agreement.
- B. CCAP - is the Consolidated Court Automation Programs under the Director of State Courts Office, which developed and supports the statewide computer system used by the circuit courts to manage circuit court case records. CCAP is not the owner or custodian of circuit court case records and does not enter, modify or delete information from circuit court records maintained by the circuit courts except as authorized by the circuit courts.
- C. Confidential – is information contained in circuit court records and data that is made confidential by statute, rule, case law, or court order.
- D. Redacted/Redaction - means items of information that are not accessible to the public by statute or court order.
- E. REST interface – means the Representational State Transfer interface that Subscriber would use to download WCCA Information from the WCCA website.
- F. Sealing/Sealed - means portions of a document, an entire document, or a case that is not accessible to the public by statute or court order.
- G. Subscriber – means the individual/entity entering into this contract with CCAP. Subscriber does not include any of that individual/entity’s affiliates, subsidiaries, contractors, sub-contractors, or any other person or entity not named in this Agreement.
- H. WCCA Information – means data from the Wisconsin Circuit Court Access website, which gives access to certain public records of the Wisconsin circuit courts. WCCA Information is limited as described in Section IV below.
- I. WCCA Website – is the Wisconsin Circuit Court Access website
(<http://wcca.wicourts.gov/>)

[index.xsl](#)), which is a public-facing website that contains exact copy of case information entered into the circuit court case management system by court staff in the counties where the case files are located. The information contained on the website is a public record under Wisconsin open records law.

IV. Data Limitations

Subscriber acknowledges that WCCA Information is limited in the following ways:

- A. WCCA Information includes only court records open to public view under Wisconsin's Open Records Law, Wis. Stat. §§ 19.31-19.39. Court records not open to public inspection by law are not available.
- B. WCCA Information does not include information that may be confidential, sealed, or redacted in accordance with all applicable statutes, court orders, and rules related to confidentiality, sealing, and redaction.
- C. WCCA Information consists of information entered into the CCAP case management system by the Clerk of Circuit Court or Register in Probate in each county. CCAP is not responsible for the accuracy or timeliness of WCCA information.
- D. WCCA Information does not comprise the complete court record. Copies of documents must be obtained from the Clerk of Circuit Court or Register in Probate.
- E. WCCA Information is only a snapshot of the information accessible in the CCAP case management system on the date the information is downloaded by the Subscriber.
- F. WCCA Information is not the Judgment and Lien Docket under Wis. Stat. § 806.10. The Judgment and Lien Docket is available from the Clerk of Circuit Court.
- G. Court records which predate the implementation of the CCAP case management system in the county in which the records were created are not accessible under this Agreement, except to the extent such records have been back loaded.
- H. In criminal cases, any designation in any race field contains subjective information generally provided by the agency that filed the case.
- I. Searching WCCA Information by a particular field or code may not return all cases in which a particular event occurred unless at the time the record was created the case management system required the field or code to be completed in order to proceed to make the rest of the record.

V. Prohibited Sharing of WCCA Information

- A. Subscriber shall be the sole user of this subscription service. This Agreement Subscriber's rights under this Agreement are personal and may not be transferred, assigned, delegated, or sold, whether by merger, acquisition, or going out of business, without the prior written consent of CCAP.
- B. Subscriber shall not share access to the REST interface with any other person or

entity, including subsidiaries of the subscriber.

- C. Subscriber shall not publish or release WCCA Information in any format or appearance that may be confused with the WCCA website or that in any way suggests that the information is presented by or with the agreement of the Wisconsin court system or CCAP.

VI. Prohibited Use of WCCA Information

- A. By signing this Agreement, Subscriber agrees to comply with all applicable state and federal laws regarding the use and distribution of court records and information that may be contained in such records.
- B. Subscriber is prohibited under this Agreement from requiring any individual to pay for the removal or modification of any WCCA Information that it has in its possession.

VII. Data Protection

- A. Subscriber shall store and maintain WCCA Information on systems where Subscriber maintains control of and has access to the data.
- B. Subscriber shall maintain sufficient authentication procedures and processes to ensure that only authorized persons may access WCCA Information. Further, Subscriber shall have procedures and processes to terminate such access to the data.
- C. If Subscriber shall allow remote electronic access to WCCA Information, Subscriber shall ensure such electronic access provides insulation (e.g. firewalls) to prevent unintended/unauthorized access from unauthorized persons.
- D. A list of all of Subscriber's websites that display WCCA Information is attached as Exhibit A. Nothing herein shall be construed to preclude Subscriber from providing the WCCA Information for the purposes of redistribution of WCCA Information on the websites identified in Exhibit A.
- E. Subscriber shall protect non-updated data from disclosure pursuant to Section VIII below.

VIII. Update Duties

- A. Subscriber shall not provide inaccurate WCCA data to its customers or any third parties.
- B. Subscriber shall provide its customers or any third party with only the most recent data obtained from CCAP, updated as set forth in Section VIII.D. hereof.
- C. Subscriber shall ensure a disclosure statement similar to the one set forth below, is prominently displayed or provided to each of Subscriber's internal and external users, authorized persons, customers, or any other third party every time WCCA Information is made available:

The data or information provided is not the official records of the court. Data provided from WCCA Information may not reflect the most current disposition activity. Users should verify the data and information by consulting the official court record maintained by the court in question. The official custodian of all official circuit court records in Wisconsin is the clerk of circuit court or register in probate.

- D. Subscriber shall update all of its records, including websites and any information provided to customers and third parties, within seven (7) days after receiving WCCA Information from the REST interface.
- E. Subscriber shall promptly comply with all CCAP instructions and directions concerning WCCA Information, including, without limitation, any direction to destroy or modify the data contained in any WCCA Information. Failure to comply may result in immediate termination for cause of this Agreement.
- F. If Subscriber publishes or releases WCCA Information relating to any criminal case to any other person in whole or in part, directly or as part of a compilation, Subscriber shall restate prominently the following advisory that appears on the WCCA website:

Notice to employers: It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction only if the circumstances of the conviction substantially relate to the particular job. For more information, see Wisconsin Statute 111.335 and the Department of Workforce Development's Arrest and Conviction Records under the Law publication.

IX. Reviews and Audits

- A. CCAP may, at its discretion, perform audits of Subscriber to verify compliance with the terms and conditions of this Agreement and the appropriate use of WCCA Information by Subscriber. Subscriber agrees to cooperate with CCAP and other authorities authorized by law in any audit that is conducted of Subscriber. In the event an audit is conducted of Subscriber, Subscriber agrees to cooperate with and assist CCAP and all other authorities authorized by law to conduct such audit.
- B. CCAP is under no obligation to audit Subscriber. Further, by auditing Subscriber, CCAP assumes no obligations to Subscriber with regard to Subscriber's potential liability as a result of dissemination of inaccurate data.
- C. During the term of this Agreement and upon request of CCAP, Subscriber agrees to provide to CCAP at no cost user name(s) and password(s) for up to two (2) users for access to any Subscriber service, application, database, or data repository that contains information that was created using WCCA Information received from CCAP under this Agreement. CCAP shall only use such user name and password for the purposes of verifying compliance with the terms of this Agreement.
- D. Subscriber acknowledges and agrees that reports of errors in data provided by Subscriber to its subscribers or customers or any other failure to comply with

Subscriber's update duties will be subject to investigation and response by CCAP.

X. Technical Commitments

- A. CCAP shall provide Subscriber with access to WCCA Information by means of a REST interface. CCAP will provide Subscriber with access to the REST interface to download WCCA Information from the WCCA website within ten working days after receiving Subscriber's request to subscribe, this signed Agreement, and the applicable subscription fee.
- B. Subscriber understands that it must create its own applications to download WCCA Information and search WCCA Information. CCAP does not undertake to provide assistance with searches, queries, data analysis or any other review or manipulation of WCCA Information.
- C. CCAP reserves the sole discretion to limit Subscriber's access to the REST interface as follows:
 - i. To non-peak hours between 5 p.m. to 7 a.m. Central Time Monday through Friday. In the event that CCAP decides to limit access for this reason, CCAP shall notify Subscriber 24 hours before this limitation takes effect.
 - ii. When the WCCA website is experiencing technical problems or is taken out of service for routine maintenance. Routine maintenance may be performed every night from 3 a.m. to 4 a.m. Central Time. In the event of a disruption in service which CCAP anticipates may last more than 24 hours, CCAP promptly shall inform Subscriber.
 - iii. Use of the WCCA website by CCAP for the benefit of the Wisconsin court system always takes priority over the Subscriber's access.

XI. Disclaimer of Warranties

- A. CCAP WARRANTS THAT THE RECORDS IN EACH DOWNLOAD ARE ACCURATE REFLECTIONS OF THE DATABASES FROM WHICH THEY WERE EXTRACTED, BUT DOES NOT WARRANT THE ACCURACY OF THE DATABASES THEMSELVES.
- B. CCAP IS NOT LIABLE FOR ANY DAMAGES INCURRED BY SUBSCRIBER RESULTING FROM INACCURACY OR INCOMPLETENESS OF ANY INFORMATION IN ANY OFFICIAL COURT RECORD, PROVIDED THE DOWNLOAD OF ANY DATA MATCHED THE RELEVANT DATABASES AT THE TIME OF DOWNLOAD. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS SUBSCRIBER'S RESPONSIBILITY TO VERIFY INFORMATION OR DATA OBTAINED IN ANY DATA DOWNLOAD WITH THE OFFICIAL INFORMATION AT THE COURT OF RECORD.
- C. CCAP IS NOT LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES ARISING FROM CAUSES BEYOND

THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF CCAP.

- D. CCAP IS NOT LIABLE TO SUBSCRIBER OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING REVENUE; PROFITS; TIME; GOODWILL; COMPUTER TIME; DESTRUCTION, DAMAGE, OR LOSS OF DATA; OR ANY OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE THAT MAY ARISE FROM THE USE, OPERATION, OR MODIFICATION OF WCCA INFORMATION DOWNLOADS.
- E. **NO WARRANTY. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, CCAP MAKES NO WARRANTY WHATSOEVER, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, TO SUBSCRIBER. WITHOUT LIMITATION ON THE GENERALITY OF THE FOREGOING, CCAP SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY DATA DOWNLOAD PROVIDED PURSUANT TO THIS AGREEMENT, OR WITH RESPECT TO ANY DATA IN ANY SUCH DOWNLOAD. CCAP ALSO SPECIFICALLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, THAT THE INFORMATION OR DATA ACCESSED ARE ACCURATE, CORRECT, OR COMPLETE.**

XII. Termination

- A. Expiration. Unless earlier terminated in accordance with the terms of this Agreement, this Agreement shall automatically terminate upon expiration of the Agreement. Notwithstanding the prior sentence, the parties may agree to renew this Agreement for additional term(s), pursuant to Section XIII.
- B. Termination Without Cause. Either party may terminate or suspend this Agreement by providing at least 21 days prior notice of such termination to the other party, such notice to identify the effective date of termination.
- C. Termination For Cause. CCAP, by written notice, may immediately terminate or suspend this Agreement for failure of Subscriber to comply with any of the provisions of this Agreement. In addition to the prior sentence, CCAP may immediately terminate this Agreement for default upon written notice to Subscriber if:
- i. the fees paid by Subscriber fail or are returned due to insufficient funds and Subscriber fails to pay all unpaid amounts due and payable within ten days after such payment is due;
 - ii. if an audit or review by CCAP discloses any unauthorized access to or misuse of the data provided under this Agreement; or
 - iii. Subscriber violates any applicable law regarding the use or dissemination of information contained in any download.
- D. Termination of this Agreement under this section shall not relieve Subscriber of its obligation to pay for any fees owing to CCAP. CCAP shall have the right to exercise any and all remedies available to it under law or equity. To the extent that CCAP's

remedies are not inconsistent, CCAP's remedies shall be cumulative and may pursue them singly, collectively, successively, and in any order whatsoever.

- E. Cancellation. The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- F. Effect of Expiration, Termination, or Cancellation. Upon expiration, termination or cancellation of this Agreement, Subscriber shall immediately stop all current and future use of any data that was obtained through any download. Further, and except as allowed in this subsection, Subscriber shall destroy all data that was obtained through any download except that Subscriber shall have no obligation to remove the WCCA Information from any back up tapes. The data that is retained for back up tapes purposes shall not be provided to customers. WCCA Information that Subscriber had, prior to expiration, termination, or cancellation, incorporated into a publication, report, or other communication or used for a research paper or other analysis may be retained and not destroyed.
- G. Subscriber shall provide to CCAP within 30 business days of expiration or earlier termination of this Agreement, written certification that all such data and information required under the terms of this Agreement to be destroyed has been destroyed.

XIII. Subscription and Term

Annual Subscription. Subscriber agrees to pay a non-refundable subscription fee of \$12,500 for 12 months of electronic access to WCCA Information through the REST interface. Subscriber may renew this annual Agreement by sending CCAP the next year's subscription fee and an updated Agreement prior to the expiration date. The renewal will not take effect until an authorized representative from CCAP has reviewed and signed the new Agreement. Access will be suspended if the agreement expires pending renewal.

This Agreement is for the period of _____ through _____.

Payments shall be made payable to "Wisconsin Supreme Court." Signed Agreements and subscription fees shall be sent to:

Wisconsin Supreme Court
Attn: Bonnie Anderson, Budget and Fiscal Officer
110 E. Main Street, Suite 430
Madison, WI 53703-3356

XIV. Administration

- A. *Contact person for CCAP.* For technical assistance or feedback involving this Agreement, Subscriber should contact Amanda Faessler of CCAP at 608-261-0687 or at WCCAREST@wicourts.gov.
- B. Contact person for Subscriber. For questions relating to administration of this Agreement, CCAP should contact the following primary contact person:

Name:
Title:
Organization:
Address:
Phone:
Email:

XV. Standard Terms and Conditions

- A. Amendment. This Agreement may be amended by an Agreement in writing signed by both CCAP and Subscriber.
- B. Governing Law. The parties acknowledge that this Agreement is subject to federal and state laws, regulations, and policies, all of which are subject to change. This Agreement will be immediately modified in accordance with any such change, without notice or written amendment. If any party disputes an interpretation of such a change or believes that such change will render its performance under this Agreement illegal, impractical, or impossible, the parties agree to negotiate as to what effect the change will have on continuation of this Agreement.
- C. Jurisdiction. By signing this Agreement, the parties expressly consent to personal jurisdiction and venue of the state and federal courts located in Wisconsin for any and all disputes arising from or relating to this Agreement.
- D. Force Majeure. Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- E. Assignment. No right or duty in whole or in part of the Subscriber under this Agreement may be assigned or delegated without the prior written consent of the CCAP.
- F. Hold Harmless. The Subscriber will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Subscriber, or of any of its contractors, in prosecuting work under this Agreement.
- G. Entire Agreement: the written agreement with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

XVI. Signature Block

All parties acknowledge that they have read the Agreement and are authorized to sign on behalf of the authority for which they sign. Each signatory guarantees that all of signatory's staff, contractors/subcontractors, subsidiaries, limited term staff and unpaid personnel will abide by all

provisions set forth in this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This contract may be executed electronically. Without limiting the generality of the foregoing, delivery of an executed signature page to this contract (or any related agreement or instrument) by e-mail attachment, other means of electronic transmission with authorization to attach it to this contract (or any related agreement or instrument), or any other means of electronic transmission used to obtain an electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy.

Subscriber:

Name and Title (Authorized Representative)

Signature

Date

Subscriber Address

City, State, Zip

Director of State Courts Office:

Name and Title (Authorized Representative)

Signature

Date

EXHIBIT A

List of Websites per Section VII.D