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**Wisconsin Circuit Court Data**
**Subscription Agreement**

Director of State Courts
Consolidated Court Automation Programs
and
_____(insert Subscriber Name)

_____(insert Date)

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## I. Purpose

This subscription agreement is made and entered into this _____ day of _____, _____ by and between the Director of State Courts Office's Consolidated Court Automation Programs (hereinafter referred to as "CCAP") and _____(hereinafter referred to as "Subscriber") and defines the limited access CCAP will provide to Subscriber to the Wisconsin Circuit Court Access (WCCA) website through the Simple Object Access Protocol (SOAP) interface and Web Service Definition Language (WSDL) using W3C Internet Standards. This access will allow Subscriber the ability to download WCCA data available on the WCCA website (http://wcca.wicourts.gov/index.xsl) ("WCCA Data"). Subscriber must create its own applications to download the WCCA Data and/or to perform queries on the WCCA Data available through the SOAP interface.

## II. Limitations of WCCA and Subscriber's Responsibilities

WCCA provides public access to the records of the Wisconsin circuit courts for counties using CCAP's Case Management system. This WCCA Data is open to public view under Wisconsin's Open Records law, ss. 19.31-19.39, Wis. Stats. Court records not open to public inspection by statute are not available through the SOAP interface.

WCCA is not the official Judgment and Lien Docket. The official Judgment and Lien Docket is located in each county's Clerk of Circuit Court Office.

The WCCA Data available is limited by:

1. Portage county has data only for Probate cases.
2. Counties that are on CCAP began using it at different times and made independent decisions about the "backloading" of pre-CCAP cases.
3. All the data in the CCAP website is entered in the individual counties where the case files are located.

CCAP provides no warranties as to the accuracy or timeliness of the information contained in the WCCA Data. Subscriber understands that the WCCA Data downloaded from the WCCA website provides only a snapshot of CCAP's Case Management System as of the date of the download. The Subscriber is responsible for the accuracy and currency of the WCCA Data the Subscriber

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subsequently releases to its clients and/or the public. The Subscriber shall inform its clients and/or the public of the limitations of this WCCA Data before it is released including that:

> 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 Wis. Stats. 111.335 and the Department of Workforce Development's "Arrest and Conviction Records under the Law publication.

To improve clarity of information, CCAP has created executive summaries for all criminal, forfeiture and restraining order cases. Examples of these summaries include the following:

> The following language has been added for dismissed cases:
> - All charges against DEFENDANT in this case have been **dismissed**. These charges were not proven and have no legal effect. DEFENDANT is presumed innocent.

> The following language has been added for pending cases:
> - This case has not been concluded. Unless a judgment of conviction is entered, the defendant is presumed innocent of all charges.

The WCCA website has been created by CCAP for use by the circuit courts of Wisconsin. Subscriber acknowledges that court system use of the website will always be given priority over use under this agreement.

## III. Subscription Services

CCAP will provide Subscriber with access to the SOAP interface to download WCCA Data from the WCCA website within ten working days of receiving the Subscriber's request and payment. CCAP reserves the right to immediately suspend Subscriber's access to the SOAP interface due to unforeseen technical problems. Once the technical problems are resolved, CCAP will notify Subscriber of the availability of WCCA data through the SOAP interface.

CCAP reserves the right to limit the Subscriber's access to the SOAP interface to non-peak hours (between 5 p.m. to 7 a.m. Central Standard Time Monday through Friday) at CCAP's discretion. CCAP will provide the Subscriber twenty four hours written notice via e-mail that the Subscriber's access to the SOAP interface is restricted only to non-peak hours. [Please note that the WCCA website may be down for maintenance every night from 3:00 a.m. to 4:00 a.m. Central Time]

**IV. Suspension or Termination of Annual Subscription Agreement**

CCAP may suspend or terminate this subscription agreement without cause, upon twenty-one (21)-calendar days written notice to Subscriber.

**V. Amendment of this Agreement**

This agreement may be amended by mutual agreement of CCAP and Subscriber. It is acknowledged that this agreement is subject to both state and federal law, which are both subject to change. If either applicable state or federal laws change, this agreement will be considered immediately modified in accordance with such change, without notice or written amendment.
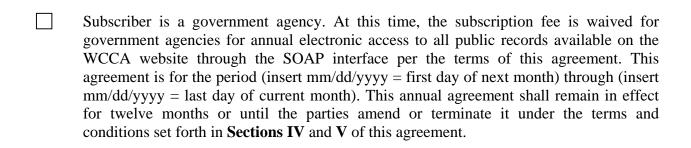
If one party believes that such change renders its performance under this agreement illegal, impractical, or impossible, or if the contract no longer meets the party's objectives in entering into the contract, CCAP and Subscriber agree to negotiate as to the effect of the change upon performance under this subscription agreement.

**VI. Payment Provisions and Terms of Agreement**

Subscriber must select either annual or one-time subscription. If no selection is made, CCAP will assume an annual subscription. Subscriber shall, as full compensation for the WCCA Data and access to the WCCA website upon execution of this agreement, make a payment representing the following:

☐ Subscriber agrees to pre-pay a non-refundable $5,000 annual subscription fee for annual electronic access to all public records available on the WCCA website through the SOAP interface per the terms of this agreement. This agreement is for the period _____ through _____. This annual agreement shall remain in effect for twelve months or until the parties amend or terminate it under the terms and conditions set forth in **Sections IV** and **V** of this agreement. The terms of the annual agreement automatically will renew upon CCAP's receipt of the Subscriber's non-refundable annual subscription fee. Subscription fees not received timely will result in the suspension of Subscriber's SOAP access. The subscriber agrees to be the sole user of the SOAP interface and not share this interface access with other entities including subsidiaries of the subscriber.

☐ Subscriber agrees to pre-pay a non-refundable $500 subscription fee for month-to-month electronic access to all public records on the WCCA website through the SOAP interface per the terms of this agreement. Within ten working days of CCAP's receipt of this signed agreement and subscription fee, Subscriber will be authorized access to the SOAP interface per the terms of this agreement. The terms of the month-to-month agreement automatically will renew upon CCAP's receipt of the Subscriber's non-refundable monthly fee. Subscription fees not received timely will result in the suspension of the Subscriber's SOAP access. The subscriber agrees to be the sole user of this subscription service and not share this interface access with other entities including subsidiaries of the subscriber.

☐ Subscriber is a government agency. At this time, the subscription fee is waived for government agencies for annual electronic access to all public records available on the WCCA website through the SOAP interface per the terms of this agreement. This agreement is for the period (insert mm/dd/yyyy = first day of next month) through (insert mm/dd/yyyy = last day of current month). This annual agreement shall remain in effect for twelve months or until the parties amend or terminate it under the terms and conditions set forth in **Sections IV** and **V** of this agreement.

Signed subscription agreements and subscription fees must be made payable and remitted to:

Wisconsin Supreme Court
Attn: Brian Lamprech, Fiscal Officer
110 E. Main Street, Suite 430
Madison, WI 53703-3356


## VII. Administration

Subscriber should contact Kimberly Hicks of CCAP at (608)264-6903 or at WCCASOAP@wicourts.gov for any technical assistance or feedback involving this agreement. Subscriber shall provide CCAP a primary contact person with the Subscriber's organization who will be responsible for administering this agreement (name, phone number and e-mail address).


_____

**A. John Voelker        Date**
**Director of State Courts**

_____

**Subscriber Signature        Date**


_____

**Subscriber Name**


_____

**Subscriber Address**


_____

**Subscriber Telephone Number**


_____

**Subscriber E-Mail Address**