

Terms and Conditions Regarding Access to and Use of 511PA Transportation and Travel Data Feeds

Background

The Pennsylvania Department of Transportation (“PennDOT”) operates the 511PA travel information service. PennDOT is making available to individuals and organizations (“Developers”) access to the traffic camera video and real-time and static transportation and travel data feeds (“Data Feeds”). The intent of providing this data access is to foster the development of new and innovative travel information services, products, and applications that lead to a safer and more reliable, efficient, convenient, and user-friendly transportation system in Pennsylvania.

Terms and Conditions

These Terms and Conditions govern Developer access to, and use of, the Data Feeds. Access to, and permission to use, the Data Feeds are provided only to Developers that agree to comply with these Terms and Conditions (as set forth here, or as may be amended by PennDOT). All Developers acknowledge their agreement with these Terms and Conditions when applying for Data Feed access; they confirm their on-going agreement by their use of the Data Feeds.

Requesting Access

Developers request access to the 511PA Data Feeds by:

- 1) Accessing the 511PA Developers Resources website (include hyperlink);
- 2) selecting (clicking on) “Request User Account,” and
- 3) completing and submitting the access request form.

In applying for access Developers are required to provide information that is true in all aspects and agree to keep PennDOT updated if there are any material changes to the original sign-up information.

Each request for access must include a brief description of the Developer's intended service, product, or application that will use the Data Feeds, including the identification of any third-party users to whom the Developer will be providing feed data. Developers may redistribute, enhance, repackage, or otherwise add value to the contents of the Data Feeds. However, the integrity of the source data must be preserved and cannot be altered in any way.

All access requests will be reviewed by PennDOT. Incomplete requests, or requests not adequately describing the intended use of the Data Feeds, may result in access being delayed or denied. Any proposed use of the Data Feeds that disparages PennDOT or its products or services; infringes on any intellectual property or other rights; violates any state, federal, or international law; or otherwise contravenes these Terms and Conditions will result in a denial of access.

Use of Feeds

A Developer granted access to the Data Feeds will be responsible for all activities attributable to that access. No Developer may use their access privileges to engage in activities that cause (or have the potential to cause) interference with, or disruption to, the functioning, networks, equipment, or users of 511PA or other PennDOT services. Any use of the Data Feeds that disparages PennDOT or its products or services; infringes on any intellectual property or other rights; violates any state, federal, or international law; or otherwise fails to abide by these Terms and Conditions will result in a withdrawal of access privileges.

Developers are required to develop their applications in a manner that minimizes the load on PennDOT Data Feeds. Any multi-user applications must replicate the data from PennDOT Data Feeds to the Developers' servers and provide the data to users from those servers, as opposed to providing direct user access to the PennDOT Data Feeds. Failure to comply with this requirement will result in a withdrawal of access privileges.

If a Developer includes any advertising or commercial activity in conjunction with the proposed use of PennDOT Data Feeds, the service, product, or application shall include a disclaimer stating that "The use of PennDOT data is for public service only and is not intended to serve as an endorsement of the advertising or commercial activity by PennDOT."

Developers may not use PennDOT traffic camera images for any purpose other than to show the current traffic status. Any other use must be pre-approved in writing by PennDOT.

Attribution

When using or incorporating the PennDOT Data Feeds in their services, products, or applications, Developers must acknowledge the **Pennsylvania Department of Transportation** or **PennDOT** as the source of the data. Developers also are encouraged to acknowledge 511PA and provide a link to www.511PA.com with their service, product, or application, as appropriate. Any Developer wishing to use the PennDOT logo, 511PA logo, or 511PA theme

line (“Travel Info To Go”) with their service, product, or application should contact PennDOT regarding the availability of suitable graphics. The use of the PennDOT logo, 511PA logo, or 511PA theme line is subject to the following restrictions:

1. Users may not alter the logo or theme line in any way, including changing proportions, colors, elements, etc.
2. The use of the logo or theme line as a feature or design element of any other image is not permitted.
3. Displaying the logo or theme line on any site that disparages PennDOT, 511PA or its products or services, infringes any intellectual property or other rights, or violates any state, federal or international law is prohibited.
4. Users must not display the logo or theme line in any manner that implies sponsorship, endorsement, or license by the Pennsylvania Department of Transportation or the 511PA travel information service.
5. The logo or theme line may be displayed only on web pages that make accurate reference to 511PA and its products and services.

PennDOT reserves the right to modify or terminate permission to display the PennDOT logo, 511PA logo or 511PA theme line at any time, or to take action against any use that does not conform to these guidelines. Furthermore, Developers acknowledge and agree that any use of PennDOT, **511PA** or associated logos or theme line to market or brand products, services, or applications, authorized or unauthorized, will inure to the benefit of, and be on behalf of, PennDOT. Failure to comply with this requirement is grounds for termination of access to the Data Feeds.

PennDOT reserves the right to overlay or include sponsorship messaging (including logos, names or taglines) directly on video feeds prior to dissemination to Developers. Developers may not crop or obstruct from view in any way sponsorship messaging. Failure to comply with this requirement will result in a withdrawal of access privileges.

PennDOT reserves the right to publicize any Developer's involvement with 511PA and its Data Feed access program.

Availability of Data Feeds

PennDOT is committed to maintaining a cooperative working relationship with Developers to maximize the benefits of the 511PA travel information service to the public. Reasonable efforts will be made by PennDOT to advise Developers in a timely fashion of both expected and unexpected changes in the operational status of the 511PA Data Feeds. PENNDOT reserves the

right to modify or discontinue the Data Feeds at any time without notice, and reserves the right to require the immediate cessation of any use of the Data Feeds by any Developer.

Developers are encouraged to notify PennDOT of any suspected Data Feed operational or maintenance problems. Developers should recognize that PENNDOT and the 511PA Data Feeds program have very limited resources. Problems with the Data Feeds may not be resolved immediately and no technical assistance to Developers regarding any and all aspects of the Data Feeds is promised.

Disclaimer

It is the intention of PENNDOT that the 511PA Data Feed program will compile data from the best available sources and will provide a best effort approach to the provision and dissemination of such information. However, Developers are cautioned that data availability and data accuracy are all subject to change, and may change daily. Actual posted restrictions may be at variance with, and supersede the information available from, the 511PA Data Feeds. PENNDOT makes, and Developers receive, no warranty regarding the Data Feeds or their contents, whether express or implied, and all warranties of merchantability and fitness of the Data Feeds for any particular purpose are expressly disclaimed. PENNDOT makes no warranty that the Data Feeds will be provided in an uninterrupted manner, or that they will be free of errors. Access to the Data Feeds is provided on an "as is" and "with all faults" basis, with the entire risk as to quality and performance with the Developers.

Each Developer acknowledges and agrees to this disclaimer in their use of the Data Feeds and will use their best efforts to provide this disclaimer with respect to the distribution of the data to third parties or the public.

The creation, development, provision, or distribution of services, products, or applications using any element of the 511PA Data Feeds does not increase the likelihood of a Developer being awarded a contract by PENNDOT - now or in the future.

Fee Associated with 511PA Real-Time and Static Data Feed

PENNDOT requires no fee from Developers to access the 511PA Data Feeds.

PENNDOT Contact Information Regarding 511PA Data Feeds

Any questions regarding the 511PA data feeds should be submitted via email to the following address: RA-PDRCRSVIDEODATA@pa.gov

PENNDOT encourages open and on-going communications between the 511PA Data Feeds program and Developers and welcomes comments, suggestions, and new ideas regarding the program.