

**Attachment A**  
Section 6.0 DATA OWNERSHIP AND DATA LICENSING  
of University of Maryland Contract N136906  
as reflected in Modification M002 of April 23, 2008

**6.0 DATA OWNERSHIP AND DATA LICENSING**

It is the intent of this contract to secure for the Coalition, its member organizations, and their officially designated representatives full rights to the traffic data to use in support of internal organization operations, and sufficient rights to the traffic data to disseminate traveler information to the public consistent with the organizations' traffic management and operations responsibilities. Paragraphs 6.1 through 6.6 further define the rights and uses. The Contractor's proposal should affirm the Contractor's ability to support the data rights presented herein. The Contractor may define additional restrictions to safeguard the commercial value of the Contractor's traffic data, but any such restrictions should not impede the use of the data for the envisioned purposes. Any restrictions imposed by the Contractor will be assessed in the technical evaluation of proposals.

6.1 The Contractor shall retain ownership of all traffic data provided to the I-95 Corridor Coalition as a result of this contract. The Coalition, its member organizations, and their officially designated representatives shall have the right to use the traffic data provided under this contract for transportation planning and operational analyses, service and data quality validation analyses, and all other internal organization applications. This includes the right to archive all the traffic data and use it for internal organization purposes for an unlimited period of time in the future, but excludes the right to sell or otherwise transfer the traffic data either (a) to other public entities which are not part of the Coalition, or (b) to any private entities for purposes not directly related to Coalition activities hereunder.

The Coalition and its member organizations will cooperate with the contractor to protect the commercial value of its data. This includes placing appropriate copyright notification on data disseminated to the public using methods and communication mediums that provide a reasonable opportunity for unlawful copying and use of the traffic data provided by the contractor to the Coalition. The copyright notice affixed to such data dissemination will read, "Copyright © 20\_\_ INRIX, Inc. All rights reserved."

6.2 Real-time traffic data delivered by the Contractor may be provided by the Coalition, its member organizations, and their officially designated representatives to external users, subject to the following restrictions:

- Information may only be disseminated to the public using dynamic message signs (also known as variable message signs), portable message signs, highway advisory radio, 511 information systems, and Coalition and member supported websites and web services.
- Information disseminated to the public is restricted solely to travel times and speeds only for such media as dynamic message signs (also known as variable message signs), portable message signs, highway advisory radio, telephone-based 511 information systems.

- No restrictions are placed on the dissemination of data to the public utilizing Coalition and member supported websites and web services, including web-based 511 information systems.

6.3 The Coalition, its member organizations, and their officially designated representatives shall have the right to create visualizations and summary statistics of the archived traffic data (i.e., maps, graphs, charts, tables, etc.) for presentation and distribution to the general public. The University and Coalition will cooperate with the Contractor and make reasonable efforts to protect against the unlicensed distribution of data. However, neither the University nor the Coalition will assume any liability for unlicensed use of the data by third parties or unlicensed access to the data by third parties.

6.4 Contracting organizations, including universities, providing services on behalf of the Coalition or its member organizations, shall be subject to the same rights and restrictions given herein, but limited to the context of the contracted service. This includes organizations engaged by or acting on behalf of the Coalition to evaluate the accuracy, latency, and other parameters of the traffic data. Any contracting organizations, including any universities, desiring access to the traffic data for purposes not funded or sanctioned by the Coalition or its member organizations, must negotiate with the Contractor for access and rights to the traffic data.

6.5 Nothing in this contract shall preclude the Coalition, its member organizations, or their officially designated representatives from displaying or otherwise presenting any information to external users that has been obtained from other sources or other organizations that are not a party to this contract. Nothing in this contract shall preclude the Coalition and member organizations from displaying or otherwise presenting any information that is deemed essential to the safety of the traveling public.

6.6 Data provided by the Contractor may be incorporated into the Coalition's Integrated Corridor Analysis Tool (ICAT). ICAT is a geographic information system- (GIS) based transportation network for the 16 state Coalition region and linked databases of information about the region's roads, traffic volumes, and travel patterns. The dissemination of ICAT data may include summaries of historic traffic data with minimum summary periods of fifteen minutes and spatial resolutions that include road sections between interchanges, major intersections, major landmarks, and major destinations. The minimum length of such sections will generally be greater than four miles, with exceptions provided for bridges, tunnels and other unusual road network topography.