

ClearGuide Training 2023

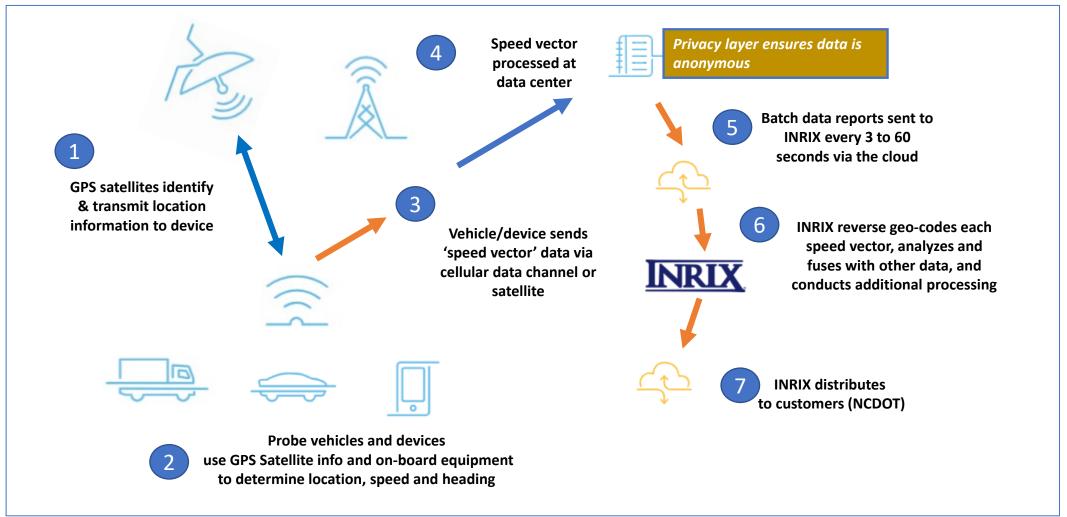
Kelly Wells, PE

kwells@ncdot.gov

# What Is "Probe Speed Data"



## How Probe Speed Data Works







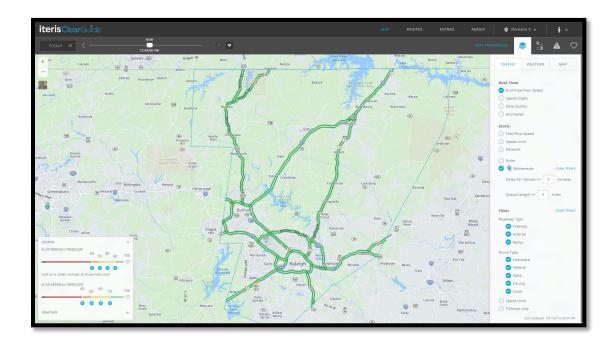






## Tools to Access Probe Speed Data

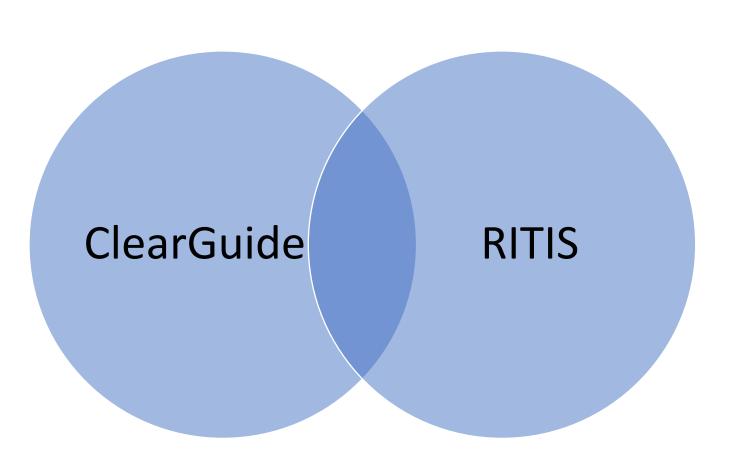
### ClearGuide



### **RITIS**



## Tools to Access Probe Speed Data



- Both will give you speeds on a given segment at a given time
- Try both and see which you like!

## Who can use Probe Speed Data?

- Any NCDOT employee
- Any public agency in NC
- Any PEF working for NCDOT or public agency

### **Process**

- NCDOT employee
  - Request access
    - Clearguide: https://nc.iteris-clearguide.com/
    - <u>RITIS</u>: https://ritis.org/login?r=Lw==
  - Honor Data Use Agreement
- PEF: https://dua.tdmmarketplace.com
- Others: refer to Kelly Wells

## Data Use Agreement

- Can not sell or transfer or disclose raw data to public or private entities
- Can share visualization and summary statistics of data
- PEF's can only use this data for public agency projects

2008-2016 = INRIX / 2016-2022 = HERE / 2017-2026 = INRIX 20,000 Centerline miles of most heavily traveled roads in NC

## ClearGuide Training



Masoud Hamedi, PhD
Director of Data Science
Applications & Cloud Solutions
Iteris

#### The Eastern Transportation Coalition Transportation Data Marketplace R010

#### Agreement for Use of Data

This Agreement for Use of Data ("Agreement" or "Data Use Agreement") is entered into, by and among the following vendors participating in the Eastern Transportation Coalition's (TETC) Transportation Data Marketplace (TDM), as listed below under TDM Vendors (hereinafter "Data Vendors"), and [Coalition Member or Contractor executing this DUA] (hereinafter "Data Licensee"), having an address as set forth on the signature page below. Data Vendors and Data Licensee together are hereinafter referred to as the "Parties".

North Carolina Department of Transportation (NCDOT)

#### 1.1 Definitions:

<u>Eastern Transportation Coalition:</u> The Eastern Transportation Coalition is an unincorporated coalition of members having jurisdictional, operational, or planning authority of a roadway network in the eastern region of the United States, an area from Maine to Florida and from the Atlantic Coast to the Mississippi River

<u>Personally Identifiable Information:</u> Personally identifiable information, or PII, is any data that can be used to clearly identify a particular person. Examples include a full name, Social Security number, driver's license number, bank account number, passport number, and email address.

Background: The Eastern Transportation Coalition member organizations (collectively referred to herein after as "Coalition Members" or "Coalition Member" in singular), has authorized the University of Maryland (hereinafter "UMD"), an agency and instrumentality of the State of Maryland, to act on behalf of the Coalition to enable the Coalition to continue to serve as a valuable and knowledgeable collaborative resource throughout the eastern region of the United States. Acting on behalf of the Coalition, UMD has executed agreements with the Data Vendors under which they have agreed to license one or more transportation data products, including travel time, speed, volume, origin & destination, waypoint, freight and conflation data, along with complimentary metrics and associated products provided pursuant to task orders (hereinafter referred to as "Li censed Data") to Coalition Members a under the following agreements:

#### Listing of Agreements:

1Spatial	UMD Contract #109533-1
AirSage	UMD Contract #109533-2
Carto	UMD Contract #109533-3
Deleted	UMD Contract #109533-4
Geotab	UMD Contract #109533-5
HERE	UMD Contract #109533-6
INRIX	UMD Contract #109533-7

Iteris	UMD Contract #109533-8
iTrafiQ	UMD Contract #109533-9
Quetica	UMD Contract #109533-10
Stellar	UMD Contract #109533-11
Streetlight	UMD Contract #109533-12
Timmons	UMD Contract #109533-13
Wejo	UMD Contract #109533-14

This Agreement, to be executed by all Data Vendors and Data Licensees, sets forth the terms and conditions under which Coalition Members and their subcontractors may access and use any Licensed Data purchased through the Contracts, irrespective of geography or time; for appropriate use of and liability for misuse of Licensed Data; and warranties regarding Licensed Data.

For the avoidance of doubt, Data Licensee acknowledges that Data Vendors' obligation to deliver the Licensed Data to Data Licensee is limited to the duration and the terms of active task orders under the applicable Contracts. The foregoing shall be without prejudice to Data Licensee's right to use the Licensed Data that it has received as set forth in clause 4.0 below.

#### 3.0 <u>Certification</u>: Data Licensee certifies that it is

A member (to include full, affiliate or associate status) of the Coalition in good standing having jurisdictional, operational, or planning authority over a roadway network in the Coalition region or ...

An entity under contract to a Coalition Member that directly supports a Coalition Member in good standing via a written agreement (hereinafter referred to as 'Subcontractor') and requires and is authorized by said Coalition Member to access/use the Licensed Data procured under the Contracts. Subcontractor may include consultants or universities.

If Data Licensee is a Subcontractor, Data Licensee shall complete Attachment A to this Agreement, which shall be incorporated as part of this Agreement.

Data Vendors agree that Data Licensee is entitled to access and use Licensed Data under the terms of this Data Use Agreement. Notwithstanding whether Data Licensee elects to purchase or not purchase Licensed Data for its particular jurisdiction, Data Vendors agree that Data Licensee is entitled to access and use, at no cost, Licensed Data purchased by any Coalition Member, subject to the terms of this Data Use Agreement.

#### 4.0 Grant of License:

Data Vendors hereby grant Data Licensee a nonexclusive, fully paid up right and license to reproduce, use, distribute, make derivative works based on, and archive Licensed Data consistent with Data Licensee's traffic management, operations, public safety, policy making, planning, and validation/quality control/quality assurance responsibilities.

Data Licensee who is also a Coalition Member is entitled to access all Licensed Data purchased by any Coalition Member regardless of geographical or political boundaries of Data Licensee's respective jurisdiction.

Data Licensee, who is a Subcontractor, is entitled to access Licensed Data purchased by any Coalition Member that is within the scope of said contractor's work obligation to the Coalition Member.

Data Vendors agree that the Coalition and employees of the Coalition (including affiliated staff at UMD), are entitled to access and use Licensed Data under the terms of this Data Use Agreement for data visualizations, analytics, operations, and planning tools that are sanctioned by the Coalition or one or more of its members. This includes real-time analytics, performance metrics, archiving, and planning tools, both existing and future development.

- 5.0 <u>Rights and Limitations of License</u>: The license granted under this Agreement is subject to the following restrictions:
  - (a) Data Licensee shall not have the right to sell or otherwise transfer or disclose Licensed Data either to public or private entities that are not licensed to receive such data without prior written authorization from Data Vendors unless Data Licensee is required by applicable laws or regulations or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena to disclose Licensed Data. In that event, Data Licensee shall provide the affected Data Vendors prompt notice of the demand, unless prohibited by law, so they may take appropriate action to prevent disclosure, if they wish. Data Licensee shall provide a copy of any such notice to the Coalition/UMD. Nothing herein shall be deemed to authorize Data Licensee not to comply with any lawful order pending action by Data Vendors.
  - (b) Data Licensee shall limit access to Licensed Data to those of its employees and subcontractors who have a need to access and use Licensed Data in order to fulfill their contractual duties and shall require all such persons authorized to access and use Licensed Data to agree to abide by the terms of this Data Use Agreement. Any Data Licensee that desires access to Licensed Data for purposes not authorized by this Agreement must negotiate directly with Data Vendors to acquire such additional access and rights.
  - (c) Data Licensee may disseminate real-time traffic data delivered by Data Vendors to the public, subject to the following restrictions:
    - i. This Agreement does not place any restrictions on dissemination of traffic data to the public through Coalition Members' operations centers management systems, supported websites, web services, social media, and smart phone applications, including 511 information systems consistent with Coalition Member's responsibilities for traffic management and operations.
    - ii. Direct disseminate of Licensed Data, or substantial duplicates of Licensed Data, to the public, such as retransmission of Data Vendor's application program interfaces, are not allowed.

- (d) The license granted by Data Vendors to Data Licensee authorizes Data Licensee to create visualizations and summary statistics (i.e., maps, graphs, charts, tables, etc.) of Licensed Data, both real-time, non-real-time and/or archived data, for presentation and distribution to the general public ("Derivative Works"). Data Licensee shall own all copyrights in all such Derivative Works to the extent those works are protected by copyright.
- (e) Nothing in this Agreement shall preclude Data Licensee from distributing, displaying, or otherwise presenting any transportation data or derivative works deemed essential to the safety of the traveling public.
- 6.0 <u>Right to Acquire Non-Licensed Data</u>: Nothing in this Agreement shall prohibit Data Licensee from acquiring, displaying or otherwise presenting or sharing information that Data Licensee has obtained from sources other than Data Vendors.
- 7.0 <u>Prevention of Unauthorized Use</u>: Data Licensee will cooperate with Data Vendors to protect the commercial value of Licensed Data by taking such measures as:
  - (a) retaining all proprietary or restricted use notices included on Licensed Data as received; and
  - (b) not obstructing or modifying proprietary or restricted use notices included on Licensed Data as received; and
  - (c) ensuring that all copies of Licensed Data include all proprietary or restricted use notices included on Licensed Data as received. To the extent Data Vendors do not include any proprietary or restricted use notices on Licensed Data as delivered to Data Licensee, Data Licensee shall insert, at a minimum, the following notice on any copies of Licensed Data that Data Licensee makes: "PROPRIETARY INFORMATION OF DATA VENDOR. USE BY ENTITIES OTHER THAN AUTHORIZED, LICENSED USERS PROHIBITED"; and
  - (d) store and disseminate Licensed Data using methods, communication mediums and technologies that provide reasonable protections against their unlawful copying and unauthorized access and use.

#### 7.1 <u>Personally Identifiable Information:</u>

- (a) Data Vendor warrants that Licensed Data contains no personally identifiable information
- (b) Data Licensee shall not link Licensed Data with other third-party data that contain personally identifiable information
- (c) Data Licensee shall not 'reverse engineer', or in any way attempt to extract or create personally identifiable information from Licensed Data
- 8.0 <u>Notice of Unauthorized Use</u>: In the event Data Licensee becomes aware of an inappropriate use or unauthorized disclosure of Licensed Data, Data Licensee shall provide immediate verbal notice as soon as practicable and subsequent written notice within 24 hours of its verbal notice to

Coalition/UMD and to the Data Vendor(s) whose data are the subject of inappropriate use as per paragraph 5 of this agreement or unauthorized disclosure as follows:

AirSage Alan Catherall CFO Phone: 404-809-2499 acatherall@airsage.com 2146 Roswell Rd, Suite, PMB862 Marietta, GA 30062  HERE	Carto Anne Marie Kilgallon VP, North America Revenue Phone: 571-236-5467 akilgallon@carto.com 307 5th Ave, Floor 9, New York, NY 10016	Geotab Jean Pilon-Bignell VP, Public Sector Phone: 905-928-1086 <u>jeanpb@geotab.com</u> 7180 Pollock Drive Las Vegas, NV 89119
Frank Corsaro Sr. Account Executive Public Sector S&L Americas Phone: 917-362-1140 frank.corsaro@here.com HERE Technologies Greater NYC	Rick Schuman VP, Public Sector Phone: 407-572-5584 rick@inrix.com & legal@inrix.com 10210 NE Points Drive, Suite 400 Kirkland, WA 98033 (Attention: General Counsel)	Scott Perley VP of Applications & Cloud Solutions Phone: 570-470-4081 sip@iteris.com Please cc: DataSupport@iteris.com 1700 Carnegie Avenue, Suite 100 Santa Ana, CA 92705
iTrafiQ LLC Kaveh Farokhi Sadabadi CEO Phone: 301-213-3171 kaveh@itrafiq.com 5204 Pooks Hill Rd Bethesda, MD 20814	Quetica Holly Zimmerman Executive Director, COO Phone: 651.964.4646 ext. 801 holly.zimmerman@quetica.com 3800 American Boulevard West, Suite 1500 Bloomington, MN 55431	Stellar James Hall Vice President Phone: 845-287-5796 ihall@stellarservices.com 70 West 36 <sup>th</sup> Street, 7 <sup>th</sup> Floor, New York, NY 10018
Streetlight Data Ryan Link Strategic Partnerships Manager Phone: 804-938-8993 ryan.link@streetlightdata.com 677 Harrison St	Timmons Group John Auble 617-640-7897 AubleLLC@gmail.com 229 Oakwood Dr Yarmouth, ME 04096	Wejo Taiwo Idowu Privacy Operations Officer Phone: 213 321 0318 privacy@wejo.com ABC Building, 23 Quay Street,

University of Maryland Program Managers		
Department of Civil and Environmental Engineering		
University of Maryland		
2200 Technology Ventures Building		
College Park, Maryland 20742-3021		
Dr. Stanley Young	Kathleen Frankle (or designee)	
301-792-8180 410-414-2925		
seyoung@tetcoalition.org kfrankle@umd.edu		

Subject to the above paragraph, all notices and approvals required to be made under this Agreement shall be made by electronic mail (email) with return confirmation of delivery. Notice

shall be deemed effective upon receipt.

- 9.0 <u>Indemnification</u>: Data Vendors hereby indemnify and agree to hold harmless UMD, Data Licensees and their respective officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type arising out of an allegation that Licensed Data infringes the intellectual property or proprietary rights of any third party or a breach of the representations and warranties of Data Vendors.
  - (a) Upon becoming aware of an allegation of infringement or a breach of a Data Vendor's representations and warranties, Data Licensee shall promptly notify the affected Data Vendor(s) and UMD.
  - (b) Data Vendors' duty to indemnify is conditioned upon (i) Data Vendors having sole control of the defense and settlement of the claim (provided that Data Vendors may not settle or compromise or defend any claim unless they unconditionally release all other parties from all liability, and further provided that Data Vendors must obtain prior approval of any such settlement or compromise from counsel for UMD and the Data Licensee which shall not be unreasonably withheld or delayed); (ii) Data Licensee provides, at Data Vendors' expense, information and reasonable assistance upon Data Vendors' request; and (iii) Data Licensee has not already compromised or settled the claim.
- Liability: Under no circumstance will Data Licensee be responsible for another Data Licensee's breach of its duties under this Data Use Agreement. Each Data Licensee shall be liable for its own violations of this Agreement. IN NO EVENT WILL ANY PARTY OR ITS OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE TO THE OTHER PARTIES FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUSINESS EXPENSE, MACHINE DOWN TIME, LOSS OF PROFITS, OR DAMAGE OR INJURY TO PROPERTY FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OR ITS OBLIGATIONS UNDER THIS AGREEMENT OR THE USE OF LICENSED DATA BY ANYONE EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 11.0 <u>Term and Termination</u>

- (a) This Agreement will commence with respect to an individual Data Licensee as of the last date of execution by each Data Vendor, the Data Licensee, and the Coalition representative affirming the good standing of the Data Licensee.
- (b) This Agreement will terminate upon the occurrence of any of the following:
  - (i) One or more Data Vendors or UMD gives written notice to Data Licensee of its breach of one or more obligations under this Agreement and Data Licensee fails to cure its breach within thirty (30) days of receipt of notice of breach;
  - (ii) Coalition Members who are Data Licensees fail to maintain their status of members in good standing of the Eastern Transportation Corridor Coalition, and Data Licensee fails to restore its good standing within thirty (30) days of receipt of notice;

- (iii) the Coalition, a Coalition Member or its Subcontractor gives written notice to the Coalition/UMD that Subcontractor no longer has a need to access/use Licensed Data or the period of performance of the subcontractor has expired (in which case this Agreement will terminate only with respect to the Subcontractor);
- (iv) Data Licensee gives written notice to Data Vendors and Coalition/UMD that it wishes to terminate this Agreement.

Notices shall be provided to the addresses listed in Section 8.0 above.

Except for the reasons stated above, this Agreement will remain in effect and will not terminate.

- (c) Termination under section 11.0(b) (i) and (ii) will become effective upon expiration of the 30-day period if the breach has not been cured. Termination under Section 11.0(b) (iii) and (iv) will become effective immediately upon receipt of notice.
- (d) In the event of termination of this Agreement:
  - (i) Data Vendor will cease to provide access to Licensed Data to Data Licensee; and
  - (ii) Data Licensee must destroy any and all Licensed Data in its possession and certify their destruction to UMD within thirty (30) days of the effective date of termination

#### 12.0 Representations and Warranties

- (a) Data Vendors represent and warrant that all Licensed Data shall be original and unencumbered.
- (b) Data Vendors represent and warrant that they
  - i. either own the Licensed Data or
  - ii. are authorized by the owner(s) of Licensed Data to grant licenses to Data Licensees under this Agreement or
  - iii. that Licensed Data are in the public domain.

#### 13.0 General

- (a) The validity, interpretation and effect of this Agreement shall be governed by the laws of the state where Data Licensee is located, without regard to its conflicts of laws rules, when the Data Licensee is an agency or instrumentality of state government.
- (b) No Party may assign its rights or obligations under this Agreement, except with the prior written approval of the other Parties. Such approval will not be unreasonably withheld.
- (c) This Agreement may be modified only by written agreement of authorized representatives of all Parties.

- (d) This Agreement incorporates by reference any additional terms and conditions and flow down provisions of the contracts under Listing of Agreements (see section w2.0) as applicable to Data Licensee. In the event that there is a conflict between the requirements and terms of this Agreement and any contracts under Listing of Agreements, this Agreement shall prevail.
- (e) This Agreement supersedes any previously executed agreement between Data Licensee and Data Vendor/s with respect to Licensed Data.
- (f) Nothing herein shall be construed to create a partnership, joint venture, or teaming agreement between or among the Parties and nothing herein shall be construed to imply that any Party's employees are employees of another Party.
- (g) No provision of this Agreement shall be waived unless in writing and signed by all Parties to this Agreement. The waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or the waiver of any other provision of this Agreement.
- (h) If any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect for any reason, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof or any other application of the affected provision.
- (i) This Agreement, together with Attachment A (if applicable), embodies the entire understanding between and among the Parties. There are no contracts, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein.
- (j) This Agreement may be executed in counterparts, all of which when taken together will be deemed one original. The Parties agree to accept digital delivery of this executed Agreement.
- (k) The parties shall use their best efforts to resolve any disagreements that arise out of this Agreement amicably.
- (1) This Agreement is subject to North Carolina G.S. 147.64.7 ("Auditor Statute")
- (m) This Agreement is subject to North Carolina GS 133-32 ("Gift Ban")

Signature page follows

### Vendor Signature Page

AirSage	iTrafiQ		
By: Date March 17, 2022 Name: Alan B. Catherall Chief Financial Officer Title	VENDOR SIGNATURES    Kaveh Farokhi   Conductive and the factor of postal buildard (conductive and the factor)     By: Sadabadi   Conductive and the factor of postal buildard (conductive and the factor)     Name:   ITrafiQ, LLC     President & CEO     Titla		
Carto	Quetica		
By: Description by  By: De	VENDOR SIGNATURES  Quetica, LLC   By:   Date		
Geotab	Stellar		
VENDOR SIGNATURES	Liang J. Chen  By:  Liang J. Chen  Chen of the control of the cont		
HERE	Streetlight		
VENDOR SIGNATURES  3y: Smooth. Reduct  Name-Signon Anolick  Director Legal Counsel  Fitle March 22, 2022   1:49 PM CDT	STREETLIGHT DATA, INC.  By: Date 03/17/2022  Name Aaron Moser		
INRIX	Timmons		
INRIX, Inc.  By:	[VENDOR SIGNATURES]  By:		
Iteris	Wejo		
By:	IVENDOR SIGNATURES    By:		

By signing below, the Parties certify that they agree to the above terms and are duly authorized to bind their respective entities.

Data Licensee (Agency, affiliate, subcontractor) (Name of Organization)

### North Carolina Department of Transportation (NCDOT)

Authorized Manager/Official Signature By: - K	Date_08/09/2022
Kevin Lacy	
Authorized Manager Title	
State Traffic Engineer	
Address	
1561 Mail Service Center, Ral	eigh, NC 27699-1561
Name and Title of Primary Contact:	
Kelly Wells, State Traveler Info	ormation Engineer
Telephone/Facsimile/E-mail	
919-825-2615 / kwells@ncdot	.gov

#### UNIVERSITY OF MARYLAND CERTIFICATION

University of Maryland hereby certifies that as of the date below, Data Licensee is a Coalition Member in good standing, or a Subcontractor of a Coalition Member or affiliate in good standing.

Denise Markow	Digitally signed by Denise Markow Date: 2022.04.29 10:20:47 -04'00'	Date	
TETC Transportation D	ata Marketplace Coordinator		