Developers Access Agreement for 511WI API

This Developers Access Agreement (DAA) establishes the terms and conditions governing access to real time traffic data and video provided by the Wisconsin Department of Transportation (WisDOT) by the Developer identified in the application for 511WI API access to which these Standard Terms and Conditions are a part. In consideration of being permitted to access and use the 511 Wisconsin (511WI) Application Programming Interface (API), Developer hereby agrees to accept the terms and conditions of this document

WisDOT owns the copyright to the data and video it produces and makes available under the 511WI API or through the 511WI website. Any commercial or public use of the data or video available on the 511WI website by a third-party requires explicit written consent from WisDOT prior to its use. WisDOT reserves the right to evaluate individual use requests and to deny any request. All requests to utilize 511WI website data and video must include an overview of the project for which the data or video will be used as well as the manner in which it will be used including any and all business, marketing, advertising, or services it will support. Any and all usage of 511WI website data or video feeds must include attribution credit to WisDOT in the form of an unaltered logo or caption displayed prominently within the application or product incorporating the data or video and notice of WisDOT’s copyright. WisDOT reserves the right to require a link be provided to the 511WI website within the application or product. WisDOT reserves the right to terminate any data and/or video sharing agreement with a Developer and may request the immediate termination of any specific usage by Developer. Data and video provided by WisDOT may not be altered in any way by Developer.

511WI API Developers are cautioned that data and video provided by WisDOT is subject to interruptions and may be unavailable and/or inaccurate. Developers receive no warranty regarding the provided data or video, whether express or implied, and all warranties of merchantability and fitness of the data and video provided for any particular purpose are expressly disclaimed. Furthermore, WisDOT and all affiliated agencies provide no warranty or guarantee that the information will be uninterrupted, or the data will be free of errors. Access to all data and video is provided as is and all risk associated with its availability or accuracy falls solely on the Developer. WisDOT reserves the right to delay, restrict or discontinue the service temporarily or permanently at any time without notice if WisDOT believes, in its sole opinion, that delay, restriction or discontinuance of service is in the public interest, for a public purpose such as safety, protection or security, at the request of the Department of Homeland Security or the U.S. Secret Service, in the event of a catastrophic event or natural disaster, if funding for the service is discontinued or is not appropriated, or if required by law.

The privacy of 511WI website users and the motoring public is important to WisDOT. The website does require a name and email to be associated with the account to enable customization but does not -provide those features for use of the 511WI website without an account. 511 WI API keys require an application for developer’s account that requires the applicant provide additional information. WisDOT does not sell or distribute information collected by the website to any Third-Party, except as provided by law. WisDOT does collect and archive non-personally identifiable information which is used for summary statistics and aggregated traveler information to make the 511WI website more valuable to its users. This information is anonymous, aggregated statistical information. Persistent cookies are not used by the 511WI website or associated mobile applications. Notwithstanding the forgoing, data captured by state computer systems may be subject to disclosure pursuant to the Wisconsin open records laws.

This document 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 Wisconsin Department of Transportation. No right or duty in whole or in part of the user under this agreement may be assigned or delegated.

In connection with accessing and using the 511 WI API, the user agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the user further agrees to take affirmative action to ensure equal employment opportunities. The user agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. Contractor agrees it will hire only on the basis of merit and will not discriminate against any persons because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

This agreement shall be governed under the laws of the State of Wisconsin. The user shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this agreement if the user fails to follow the requirements of state law or for failure of the user to comply with terms, conditions, and specifica­tions of this contract. The State of Wisconsin also reserves the right to cancel this agreement with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Neither user nor WisDOT shall be in default by reason of any failure in performance of this Agreement 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.

Nothing in this agreement shall be deemed a waiver of the State’s Sovereign Immunity. This agreement shall be interpreted under Wisconsin law, and venue for any action related to this agreement shall be in Dane County, Wisconsin. Developer may not seek financial damages for loss of access to the 511WI API or 511 WI website; its sole remedy in the event of default being restoration of access to the 511WI API or website. In the event the 511WI API or website, or both, are discontinued as a service by WisDOT, this agreement shall terminate, and Developer shall have no right to damages or compensation of any kind, nor any equitable rights under this agreement.

Contact information for questions or to request access to the 511WI Data Feed - Call 511 or (866) 511-9472.

[Standard Terms and Conditions Version Date: 11-07-2022]