

## **Purpose, Plans, and Rationale**

1. Why did WMATA make recent changes to its Developer License Agreement (Agreement) and Transit Data Terms of Use (Terms)?
2. Is WMATA contemplating or developing its own series of applications for use by the public? If so, will WMATA be working with third-party developers in the process? What is the timetable and the budget for the development, including when the public will be invited to provide input? Does WMATA intend to sell ad space on these sites or applications or monetize their availability/use?

## **Transit Data and API Accessibility and License Fee**

1. WMATA does not currently charge a license fee to download the Transit data and API. However, WMATA reserves the right to institute a license fee at any time in the future without prior notice. Under what circumstances, if any, would WMATA charge for the Transit data and/or API? Please provide any sample scenarios.
2. WMATA reserves the right to alter and/or no longer provide the Transit data and/or API at any time without prior notice. Under what circumstances, if any, would WMATA no longer provide the Transit data and/or API? Please provide any sample scenarios.
3. What obligation, legal or otherwise, does WMATA have to make freely accessible, available, and acceptable any data and information it collects or plans to collect?

## **Privacy and Personal/Proprietary Information**

1. Under the revised Terms, developers must provide WMATA with user information on any developers using a developer's public APIs (data feeds), as well as statistics on how those users use a developer's APIs. Is this standard industry practice? If so, please provide supporting documentation.
2. What protections has WMATA put in place to safeguard any personal and proprietary data it directly or indirectly collects, including the names, e-mail addresses, and other potentially sensitive information of those accessing a developer's data to power their own applications and services? How long does WMATA store these collected data and for what purpose(s)? Please provide any analyses of the risks associated with such data collection, storage, and use.

## **Timely and Meaningful Consultation**

1. How did WMATA notify the public, in general, and the developer community, in particular, regarding recent changes?
2. How many developers currently make use of WMATA's Transit Data and API? Of these developers, which were contacted and consulted regarding recent changes? Please describe WMATA's process for the regular review of the Agreement and Terms and the parties involved in this review, including any timeline and milestones.
3. How are developers and the public responding to these recent changes? How is WMATA engaging with diverse stakeholders to appropriately deliberate and respond to any concerns?

## **Commitment to Open, Transparent, Data-Driven Decision-Making**

1. Under the revised Agreement and Terms, developers must comply with any requests from WMATA to stop releasing certain data to their users and must ban users of their public APIs, at WMATA's sole discretion. What is the rationale behind this change, and what alternatives were considered, if any? Please provide any sample scenarios of when WMATA may exercise these and other rights outlined in the revised Agreement and Terms.
2. What issues or challenges does WMATA face with its data, including their completeness, accuracy, timeliness, quality, and use? Please describe any actions taken by WMATA to improve data quality, accessibility, and use, including the general frequency and duration of any engagement with internal and external stakeholders.