



THIS LICENSE AGREEMENT (hereinafter "Agreement" or "License") is effective on the date of the last signature by the Parties as indicated on the signature page of this Agreement, and is by and between WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (hereinafter "WSDOT"), a Washington state agency, whose principal place of business is at 310 Maple Park Avenue SE, Olympia, WA 98504, and the _____ (hereinafter "Licensee"), having a principal place of business at _____. Individually WSDOT and Licensee may be referred to as "Party" and collectively as "Parties".

RECITALS

WHEREAS, WSDOT is the owner of the United States Trademark No. 4,421,539 and No. 4,435,597 and has established associated goodwill in and to the Highway Shield with Bolt mark and the "West Coast Electric Highway" service mark (hereinafter "WSDOT Marks") as shown in Exhibit A and Exhibit B attached hereto and as used in connection with charging station services for electric vehicles ("EV") and Electric Vehicle Service Equipment ("EVSE");

WHEREAS, Licensee desires to use the WSDOT Marks in connection with charging station services for "EVSE" and promotion of such EVSE.

WHEREAS, Licensee recognizes that WSDOT's valuable reputation and the goodwill attaching to the WSDOT Marks is dependent upon the high quality and standards established by WSDOT and Licensee desires to meet WSDOT's quality standards.

NOW THEREFORE, the Parties in consideration of the mutual covenants and undertakings to be performed as set forth in this Agreement, hereby agree as follows:

AGREEMENT

1. The recitals, including Exhibits A, B, C and D are hereby incorporated by this reference into the Agreement.
2. WSDOT is the owner of the WSDOT Marks, including without limitation for use at electric vehicle charging stations and for West Coast Electric Highway promotional materials, included but not limited to brochures, websites, lapel pins, and printed material for marketing campaigns.
3. The Parties agree that WSDOT owns all worldwide rights and associated goodwill in the WSDOT Marks for use in connection with electric vehicle charging services.
4. A. Licensee agrees to use the WSDOT Mark(s) in connection with the uses set forth in this agreement and to not use the WSDOT Mark(s) and/or any mark confusingly similar to the WSDOT Marks, for any purpose, whether in advertising, promotional materials or otherwise, except while this Agreement is in effect and solely as expressly permitted by paragraph 4 of this Agreement.

B. WSDOT hereby grants Licensee, subject to the terms of this Agreement, a non-transferable, non-exclusive, non-sublicensable, non-assignable, royalty free license to use the WSDOT Marks,

provided that such use meets WSDOT Quality Standards, and such use is solely in connection with EVSE and on markers and signs to indicate the location of EVSE; provided that such signage and EVSE is located in the Licensed Territory. In this Agreement, Licensed Territory shall mean "California,"; Advertising and promotional uses of the WSDOT Marks including but not limited to internet usage that are directed toward EVSE located in the Licensed Territory are permitted even though such advertising and promotional uses may extend beyond the Licensed Territory. "WSDOT Quality Standards," for purposes of this Agreement, shall mean as applicable the EVSE and signage that: (a) meets all electrical code and other governmental requirements in the Licensed Territory in which they will be installed; (b) is certified by a National Testing Laboratory to be used for Electric Vehicle Service Equipment; and (c) high product quality and accurate reproduction of the WSDOT Mark(s) using the Style Guide attached as Exhibit C to this Agreement. WSDOT has the right to approve and inspect the Licensee's use of the WSDOT Marks as prior to any use or other distribution to the public.

C. This License does not extend to any marks owned or licensed to or by WSDOT other than the WSDOT Mark(s) that are the subject of this Agreement. All use of the WSDOT Mark(s) for any and all goods and services shall inure to the sole benefit of WSDOT.

D. WSDOT shall have the right to inspect EVSE and related signs and markers, and/or to review specifications thereto, in connection with Licensee's intended use of the WSDOT Mark(s). Licensee agrees it will not use the WSDOT Mark(s) and/or a confusingly similar mark in connection with goods and services other than in connection with EVSE and/or signage for EVSE. Any use of the WSDOT Marks by Licensee other than that agreed to by WSDOT requires a written amendment signed by both Parties covering such additional usage; provided that WSDOT shall not be obligated to evaluate and/or approve any such other use and/or negotiate or enter into a license agreement concerning any such other use.

E. WSDOT shall have the right to require pre-approval of any and all uses of the WSDOT Mark(s) including but not limited to in advertising and promotional materials. Licensee shall follow WSDOT's requirements for Licensee's use of the WSDOT Marks and shall, unless otherwise agreed to in writing by the Parties, (1) use the WSDOT Mark(s) in accordance with the style guide for use of the WSDOT Marks as set forth in Exhibit C; and (2) shall use either the trademark symbol "TM" or the federal registration symbol "®", as WSDOT shall designate, for use on or in connection with the EVSE and signs directing potential users to EVSE. Licensee shall affix such trademark or registration symbol next to the WSDOT Mark(s) as instructed by WSDOT. All EVSE, signs and markers using the WSDOT Mark(s) for EVSE shall be maintained in good condition. F. Licensee agrees that its use of the WSDOT Mark(s) inures to the benefit of WSDOT and that Licensee shall not acquire any rights in the mark.

G. Licensee shall not in any way challenge or interfere with WSDOT's rights in the WSDOT Mark(s) or assist anyone else in doing so. Licensee shall not register or attempt to register the WSDOT Mark(s) and/or any confusingly similar mark in any country or territory. WSDOT is free to grant other licenses for the WSDOT Mark(s) to one or more entities in the Licensed Territory or elsewhere.

H. Licensee shall comply with the Requirements for use of WCEH branding and logo, attached hereto as Exhibit D to this Agreement and by this reference incorporated herein.



5. There is no fee or other payment for this License.

6. A. If (a) WSDOT determines that any of the WSDOT Marks poses a significant risk of infringing the rights to a mark of a third party; or (b) WSDOT receives a letter from a third party asserting rights in the WSDOT Mark(s) (hereinafter any such mark referred to in Sections 6.A (a) and/or 6.A (b) is called a Disputed WSDOT Mark), then WSDOT shall have the right to terminate this License upon written notice to the Licensee. WSDOT shall defend, indemnify and hold Licensee harmless from and against (i) each claim against Licensee that results from WSDOT's breach of WSDOT's representations, warranties or obligations under this Agreement, and all liabilities imposed upon or incurred by Licensee in connection with any such claim; and (ii) any and all claims that may be made against Licensee by reason of any use by Licensee of the WSDOT Marks which arise out of or are related to WSDOT's infringement or claim of WSDOT's infringement of (a) the WSDOT Marks or (b) other proprietary right of a third party to the WSDOT Marks, provided that if any such claims as set forth herein arise from Licensee's infringement of the WSDOT Marks or other proprietary right of a third party such indemnification will not apply.

B. Licensee shall defend, indemnify and hold WSDOT harmless against any and all claims, actions, suits and damages, including both to persons and property, or expenses of any nature whatsoever, including attorney's (s') fees T related to or arising out of the acts or omissions under this Agreement of the Licensee, its agent(s), contractors, subcontractors and/or operators in the use of the WSDOT Marks or otherwise relating to this Agreement and/or to any breach of this Agreement. Licensee shall promptly notify WSDOT in writing as set forth in Paragraph 10 of this Agreement of any such claim, action or suit. This obligation shall not include such claims, costs, damages, or expenses to the extent (1) caused by the acts or omissions of WSDOT or its authorized agents, employees; or (2) relating to a claim of WSDOT's infringement of the WSDOT Marks, or the validity or enforceability of the WSDOT Marks. In the event Licensee assumes the defense of a claim or action relating to this Agreement, such claim may not be terminated, settled or otherwise resolved without the written consent of WSDOT, which it may in its sole discretion withhold. WSDOT shall have no obligation to institute an action for trademark infringement or otherwise in connection with the WSDOT Marks and whether to institute, prosecute, settle or otherwise address a claim or action for trademark infringement shall be at the sole discretion of WSDOT. Licensee shall immediately inform WSDOT in writing as set forth in Paragraph 10 of this Agreement of any suspected trademark infringement relating to the Highway Shield with Bolt Mark and the West Coast Electric Highway Mark.

7. Licensee shall use the highest ethical standards in its business activities and shall not do anything to bring WSDOT into an unfavorable light.

8. The license for use of the WSDOT Marks is made "as is" by WSDOT. In no event shall WSDOT be liable for any indirect, incidental, special, punitive or consequential damages, or damages for loss of profits, revenue, data or data use incurred by Licensee or any third party, whether in an action in contract or tort.



9. Should any litigation and/or other action be instituted by either Party against the other to enforce any of the terms of this Agreement, or to recover for any breach thereof, each Party is responsible for paying for its own costs of litigation.

10. Any notice that either Party desires to give the other or that is required under this Agreement shall be in writing and shall be deemed delivered upon actual delivery to the other Party in the case of hand delivery, or three business days following the deposit of such notice in the United States mail by certified mail return receipt requested, with postage thereon fully prepaid, addressed as follows:

To: WSDOT: Washington State Department of Transportation

Attn: Tonia Buell, Project Development Lead, Innovative Partnerships

310 Maple Park Avenue SE

Olympia, WA 98504

Copy To: Washington State Department of Transportation

Attn: Transportation Secretary

310 Maple Park Avenue SE

Olympia, WA 98504

To Licensee: _____

Copy To: _____

11. This Agreement, including Exhibits A, B, C and D attached hereto contains the entire agreement between the Parties, and supersedes all written or oral agreements and all other oral, written and/or other communications between the Parties relating to its subject matter. This Agreement cannot be modified except in a writing signed by both of the Parties and that expressly provides that the writing is an amendment to this Agreement.



12. Licensee shall at all times comply with all applicable laws, statutes, rules, regulations and ordinances, including, without limitation, those governing wages, hours, civil rights, employment discrimination, health and safety, and equal opportunity laws and regulations to the extent that they are applicable to Licensee.

13. This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of the State of Washington, without regard to choice-of-law principles. Licensee irrevocably consents to the exclusive jurisdiction of the courts of the State of Washington as may be applicable and/or of the U.S. District Court for the Western District of Washington for any action, suit, or proceeding in connection with this Agreement and/or any breach thereof. Licensee hereby waives any objection that Licensee may now or hereafter have regarding the State of Washington as the exclusive choice of forum. Venue for the courts of the State of Washington shall be in Superior Court in Thurston County.

14. This Agreement shall have an initial term of three (3) years measured from its effective date. This Agreement shall automatically be renewed for additional one-year periods unless terminated by written notice from one Party to the other, which shall be made at least six (6) months prior to the end of the initial term or any applicable renewal term, provided that this Agreement may be terminated by either Party in the event of a material breach of the Agreement by the other Party that is not cured within sixty (60) days written notice of the breach And provided further that this Agreement may be terminated by WSDOT pursuant to Section 6.A of this Agreement, and may be terminated if WSDOT determines that it is in the best interests of WSDOT to do so. Upon termination or expiration of this Agreement for any reason, all rights of Licensee shall terminate and revert back to WSDOT and Licensee shall immediately cease all use of the WSDOT Mark(s) and shall not use any marks confusingly similar thereto.

15. General.

A. Nonwaiver. No failure on the part of WSDOT and/or Licensee to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by WSDOT and/or Licensee of any right hereunder preclude any further exercise thereof of such right or of any other right.

B. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

C. No Other Representations. Licensee and WSDOT hereby acknowledge that they have not been induced to enter into this Agreement by any representation or warranty that is not set forth in this Agreement.



D. Headings. Any headings and subheadings of this Agreement are intended for convenience of reference only and shall not be used to interpret this Agreement or affect the construction of this Agreement.

E. Construction. Words importing any gender include every gender and words importing person include entities, corporate and otherwise and words importing entities, corporate and otherwise, include persons. Whenever the terms "including" or "include" are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase "but not limited to" or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of the items within that classification. The term "and/or" in this Agreement means "and", "or" and both "and" and "or". This Agreement shall be construed as if drafted by both Parties with no preference being given to either Party.

F. Survival. The terms, conditions, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancelation or termination of this Agreement shall so survive. Without limiting the foregoing, the Parties expressly agree that the following paragraphs, including all sub-paragraphs, unless a specific sub-paragraph is specified, of this Agreement shall survive: 6.B, 8, 9, 10, 11, 12, 13, 14, 15.

G. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in the Agreement, nothing in the Agreement shall be construed to create any liability to or any benefit for any person not a party to the Agreement.

H. Successors and Assigns. This Agreement is not assignable by Licensee, but is assignable by WSDOT without the consent of Licensee.

I. Effective Date. This Agreement shall be effective on the date of the last signature by the Parties as indicated on the signature page hereto ("Effective Date").

J. Counterparts. This Agreement may be executed in any number of counterparts, which shall each have the effect of an original Agreement.

K. Independent Contractors. WSDOT and Licensee are independent contractors and are not the agent of one another for any purpose. Neither Party shall have any authority to bind or obligate the other Party.

L. Retention of Records, Inspection and Audits. WSDOT, the State Auditor, and any of their representatives, shall have full access to and the right to examine, during normal business hours all of the Licensee's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, including all contracts, invoices, materials, and other matters covered by this Agreement. The Licensee shall retain all records, documents, and other materials pertaining to this Agreement for six (6) years from the date of termination or expiration of the Agreement. However, in case of audit or litigation extending past



that six (6) years period, then the Licensee must retain all such materials until the audit or litigation is completed.

M. Authority to Sign. The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective entity and/or agency to the obligations set forth herein.

LICENSEE

By _____

Name: _____

Its: _____

Dated: _____

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By _____

Tonia Buell

Its: Project Development Lead, Innovative Partnerships

Dated: _____

Approval as to Form

SUSAN CRUISE

Dated: _____



WEST COAST
ELECTRIC
HIGHWAY

NON-EXCLUSIVE TRADEMARK LICENSE AGREEMENT

Exhibit A: Trademark Registration – Highway Shield with Bolt Mark

United States of America
United States Patent and Trademark Office



Reg. No. 4,421,539

Registered Oct. 22, 2013

Int. Cl.: 37

SERVICE MARK

PRINCIPAL REGISTER

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WASHINGTON STATE AGENCY)

310 MAPLE PARK AVE. SE
OLYMPIA, WA 985047395

FOR: CHARGING STATION SERVICES FOR ELECTRIC VEHICLES, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 10-13-2011; IN COMMERCE 10-13-2011.

THE MARK CONSISTS OF A SHIELD SHAPE WITH A LIGHTENING BOLT. THERE ARE SEMI-CIRCULAR WAVES OF SHADING BEHIND THE LIGHTENING BOLT.

SER. NO. 85-877,744, FILED 3-15-2013.

GILBERT SWIFT, EXAMINING ATTORNEY



Kevin M. Starnes
Deputy Director of the United States Patent and Trademark Office



WEST COAST
ELECTRIC
HIGHWAY

NON-EXCLUSIVE TRADEMARK LICENSE AGREEMENT

Exhibit B: Trademark Registration – West Coast Electric Highway

United States of America
United States Patent and Trademark Office

WEST COAST ELECTRIC HIGHWAY

Reg. No. 4,435,597

Registered Nov. 19, 2013

Int. Cl.: 37

SERVICE MARK

PRINCIPAL REGISTER

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WASHINGTON STATE AGENCY)

310 MAPLE PARK AVE. SE
OLYMPIA, WA 985047395

FOR: CHARGING STATION SERVICES FOR ELECTRIC VEHICLES, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 10-13-2011; IN COMMERCE 10-13-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "WEST COAST ELECTRIC", APART FROM THE MARK AS SHOWN.

SER. NO. 85-877,672, FILED 3-15-2013.

GILBERT SWIFT, EXAMINING ATTORNEY



Lisa Starnes
Deputy Director of the United States Patent and Trademark Office

Exhibit C: Style Guide

Vertical



Horizontal



Decals

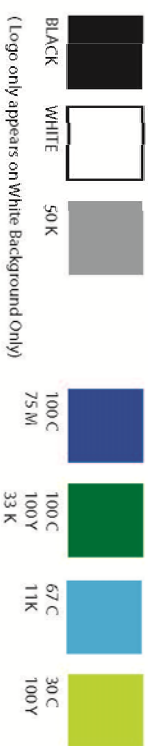


Type Font for Headlines
Myriad Pro Bold
 AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
 1234567890

Type Font for Headlines for call out text and pull quotes.
 Myriad Pro
 AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
 1234567890

Type Font for Body Copy
 Garamond
 AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
 1234567890

Color Palette



**West Coast Electric Highway
Open for Business.**

Today, there is one stretch of road that is staying current with today's automotive innovation.

If you've ever wondered how you could drive from the Canadian border to California without a drop of gas, there are some very smart folks who've laid new pavement in accomplishing that goal. With the recent installation of level 2 and Quick Charge stations down Interstate 5...





Exhibit D: Requirements for Use of WCEH Branding and Logo

The states of Washington, Oregon and California, and the Province of British Columbia, are collaborating on deployment of electric vehicle quick-charging stations at key locations throughout the Interstate 5/Highway 99 corridor (Highway) to support interurban, interstate or interregional travel. Consumers who are considering the purchase of an electric vehicle (EV) need assurances that charging stations are located where the services are most needed. They expect charging stations to be safe, convenient, reliable, easily identified, simple to use, and any fees collected for the service fairly priced. Finally, consumers expect consistency in their EV charging experience from station to station, regardless of governmental jurisdiction.

For the right for a Licensee to use the trademarks for the West Coast Electric Highway (WCEH) to promote a network of electric vehicle supply equipment (EVSE) along a Highway corridor, the Licensee must ensure that the following requirements are met:

1. Charging Station Host Sites

All host sites, whether public or privately owned, must comply with all laws, federal, state, and local electrical and building codes for construction and must be fully licensed to use the equipment in a public accessible venue.

2. Charging Station Locations

Host sites must be located within three miles of the Highway. Host sites must be easily accessible via a route that can safely and conveniently accommodate electric vehicles of the types, sizes and weights that would be traveling to the facility, entering and leaving the facility, and returning to the Highway.

3. EV Charging Station Accessibility and Availability

All charging station components must be operational and publicly accessible 24 hours per day, every day of the year. Stations should not be located in locations with limited access or availability such as behind a fence or in a gated parking lot closed to the public after hours. The host sites must have paved parking spaces available to render electric charging services. These spaces must be adequately lit, and in a location safe from traffic circulation and ingress/egress points.

4. Charging Equipment Offerings

The charging stations must utilize technology that is compatible with most currently available electric vehicles. Host sites should ideally have 480V 3-phase power available with a transformer that has adequate capacity to provide power to the DC Quick Charger(s).

The equipment must be networked and include at least one CHAdeMO fast charger, one SAE Combined Charging System (CCS) fast charger (or dual unit with both CHAdeMO and SAE CCS), and one J1772-compliant EVSE Level 2 pedestal. The operator must have remote diagnostics and the ability to “remote start” the equipment.

The equipment must be industrial strength and able to withstand weather conditions including rain, snow, and mist. Any screens must be protected from malfunctions due to condensation and should be sturdy to withstand vandalism.



5. Operations and Maintenance

The Licensee must ensure payment of all operating costs, including but not limited to payment of leases, rents, royalties, licenses, fees, taxes, revenue sharing, utilities, and electric power supply for the charging equipment and supporting elements, such as area lighting.

The Licensee is responsible for the maintaining the charging station pedestals, ancillary equipment, and any awnings, canopies, shelters and information display kiosks or signage associated with the charging station. "Maintain," as used in this agreement shall mean "to provide all needed repairs or desired and approved alteration, as well as to clean the equipment and keep it safe, clean, and presentable."

The Licensee must respond to any issues such as but not limited to malfunctions, repairs, or vandalism within 48 hours of the initial notice. For complex issues including but not limited to power outages, the equipment should be repaired in 2-5 days. If the equipment is out of commission for more than two weeks or if the equipment is not operating at least 95% of the time, the operator may forfeit the right to use the West Coast Electric Highway branding.

6. Payment Options

The charging equipment must support multiple point-of-sale methods, such as pay per use methods. Subject to equipment and software availability, the Licensee must ensure that the charging station is equipped to accept a credit and/or debit card without incurring any additional fees or delays versus other payment or access control methods. Licensee may offer additional payment mechanisms, such as Radio frequency identification (RFID) cards that are linked to a credit card or payment through mobile apps. It is intended that when roaming is available, the point-of-sale and supporting network will use a protocol to allow subscribers of other EV charging system networks to access the charging station. The charging stations must clearly inform drivers of the prices per unit of measure and applicable charging voltages.

7. Customer Service

The Licensee must provide customer support service that is accessible twenty-four hours a day, seven days a week (24/7) via a toll-free telephone number clearly posted near the charging equipment that is available to EV drivers accessing the charging equipment. The customer support service must be capable of providing or dispatching services to address customer concerns at the charging station. The Licensee must have remote diagnostics and the ability to "remote start" the equipment. When someone calls the toll free number due to an issue, that person should prompt immediate assistance.

8. Highway and On-Site Signage

The vendor must coordinate with the California Department of Transportation "Caltrans" to have directional signage produced and installed along the Highway. The symbol signs, D9-11b (alternate), must meet MUTCD standards and be placed along the roadways at the exit approaches and on the off-ramps. The vendor shall coordinate with cities and counties on follow-through signage on local roads leading to the charging location. See www.westcoastgreenhighway.com/evsigns.htm for sign specifications.



*Alternate Electric
Vehicle Charging Symbol
sign (D9-11b Alternate)*



A host site must comply with the policies, procedures and project-related rules concerning signage of the state in which the host site is located, including but not limited to signage and advertising that touches or concerns the electric vehicle charging station, nearby interpretive signage, directional signage, use of logos, advertising, etc.

9. Marketing, Media Relations, and Public Outreach

The Licensee must use the West Coast Electric Highway logo and branding in accordance with the style guide for use of the WSDOT Mark(s) as set forth in Exhibit C and online at www.westcoastgreenhighway.com/evsigns.htm. The Licensee shall have flexibility in the sizes, quantities and application of the Marks. Co-branding is acceptable.

10. Optional Preferred Practices

Although not mandatory to qualify as a West Coast Electric Highway station, the Licensee should attempt to incorporate these desired practices when possible:

- Site stations as close as possible to a Highway exit, preferably within a half mile of a Highway interchange.
- Site stations where restrooms are available to the public at all times of operation. Restrooms must be modern, sanitary and have drinking water. The restrooms and drinking water should be available at no charge or obligation.
- Host sites that offer products and ancillary services to the public while charging are preferred. Consumer options may include amenities such as vending, snacks, fast food and/or full service restaurants within safe walking distance of the charging station; traveler information (tourist, hotels, maps); reading/entertainment in waiting area; and retail shopping.
- Site stations where host sites are open for operations at least 17 consecutive hours (e.g., 6 a.m. to 11 p.m.), each day of the week and where staff is on duty and could render assistance to disabled persons if necessary.
- Site stations where a combination of two or more businesses are located in close proximity to each other and easily accessible on foot from each other's parking lots via pedestrian walkways compliant with the ADA and that do not require crossing a public highway.
- Provide a location offering shelter from inclement weather for drivers to wait while their electric vehicle is charging.
- In mountainous areas where it snows, radiant heating should be used in concrete pads to melt the snow surrounding the equipment.