

## GEOTAB PRODUCT PASSTHROUGH TERMS – AGREEMENT ATTACHMENT

The terms of these Geotab Product Passthrough Terms (“Geotab Terms”) are subject to the Customer entering into the Agreement and electing to purchase plug in hardware devices which are produced by Geotab.

These terms create an agreement between Customer and Geotab and dictate any Geotab responsibility to Customer for hardware functionality.

References to: (A) “we” or “us” below means Geotab; (B) “you” means the Customer; and (C) “Products” means the PIDs.

1. LICENSE. We grant you a limited, revocable, non-exclusive right to use any software, firmware, and intellectual property (collectively “software”) embodied in Products solely for your own internal business purposes and solely in connection with your use of our in vehicle telematics devices, on the condition and so long as you comply with all terms and conditions of this Agreement. Except as otherwise provided herein, such rights are non-assignable, non-transferrable, and non-sublicensable. You may not extract, copy or use the software in connection with any other Product or for use on any other device.

2. PRODUCTS OWNERSHIP. The Products are protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any product to you hereunder, except for the rights expressly granted to you under this Agreement, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Products and any copies thereof (regardless of the form of media upon which such copies are recorded) are and shall remain exclusively owned by us and our licensors. You shall not remove or attempt to remove any mark, label, or legend from Products.

3. PROTECTIVE MEASURES. Products may contain technological measures (including the ability to disable the Products) designed to prevent the illegal usage of software or other violations of this Agreement or applicable law. You agree not to circumvent or attempt to circumvent such measures.

4. UPDATES AND PATCHES. We and our suppliers shall continuously improve our Products and may, from time to time, cause software updates to be automatically installed with or without prior notification to you or provide access to updates through our website. You hereby consent to such automatic installations and agree to use only the updated version once it has been installed.

5. **RESTRICTIONS.** To the fullest extent permissible under applicable law, you agree not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of Products, whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of Products; (c) use Products in a manner that violates laws or rights of others; (d) use the Products: as part of a failsafe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems or munitions or weapons; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the services; or (f) attempt, or cause, permit or encourage any other person to do any of the foregoing.

6. **COMPLIANCE.** You shall comply with all applicable laws, including export control laws and regulations of the USA and Canada. You shall not export or re-export any Product directly or indirectly in contravention of such laws and regulations. You further acknowledge that the Products cannot be exported to, or used in, countries listed on Canada's Area Control List, including (as of the date of this Agreement) Russia, China, and North Korea.

7. **SECURITY.** You should keep all user identification and passwords (your "Login Credentials") secure. You are solely responsible for any actions taken using your Login Credentials. If you believe the security of your Login Credentials has been compromised, or you suspect unauthorized use, you must promptly notify us. We and our suppliers will be entitled to treat all communications, instructions and transactions as authorized by you if your Login Credentials are used, unless you have notified us of a compromise or unauthorized use of your Login Credentials. If we suspect, in our reasonable opinion, fraudulent or unauthorized activity on your account, we and our suppliers reserve the right to terminate or suspend your access to our website or any applicable services or both and will use reasonable efforts to contact you.

8. **CONFIDENTIALITY AND DATA TRANSFER.** We and our suppliers will implement and maintain reasonable technical and organizational security and data storage policies and measures consistent with industry standards for facilities within our control and make these measures and policies available to you on request. You acknowledge and agree that data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using Products. You shall not provide third parties with access to any software and non-public information in and regarding the Products and any other confidential information that we or our suppliers provide without our prior written consent, except to your own employees, subject to adequate confidentiality agreements.

9. **YOUR VEHICLE DATA.** With respect to any vehicle data generated by and associated with the devices installed in your vehicles ("Individual Vehicle Data") that is transmitted or processed using the Products, you hereby instruct us and our suppliers and grant us and

our suppliers the right to use, process and transmit Individual Vehicle Data as reasonably required for the purposes for which it is provided to us and our suppliers.

10. AGGREGATED DATA. You acknowledge that we compile, store and use aggregated data and system usage information to monitor, administer, troubleshoot and improve the Products and for the creation of new products. This aggregated data is no longer associated with a device and as such is not Individual Vehicle Data. We will not attempt to disaggregate the data or re-associate it with a device without your consent, or unless legally compelled to do so or required to do so for safety or troubleshooting purposes.

11. FEEDBACK. You understand and agree that any feedback, input, suggestions, recommendations, improvements, changes, specifications, test results, or other data or information that You provide or which is made available to or gathered by our supplier arising from or related to your use, testing, integration or evaluation of the Products, including our supplier's website and including in the course of utilizing support, maintenance or other services ("Feedback"), shall be jointly owned by Geotab and its suppliers as tenants in common (and for greater certainty, no party will have a duty to account to any other party and each party will be free to use, exploit, modify, transfer or sell Feedback or its rights therein or thereto without the consent of any other party). Without limiting the generality of the foregoing, Feedback may be used by Geotab and its suppliers to modify, enhance, maintain and improve its Products or otherwise without any obligation or payment to you or to any of your customers whatsoever.

12. OUR LIMITED PRODUCT WARRANTY. We warrant that during the Warranty Period each Product (excluding test or demonstration products or product versions) will perform in accordance with the written specifications that we issue with respect to such Product, subject to the limitations and conditions set forth in our specifications and this Agreement, when used in accordance with our documentation and specifications. "Warranty Period" means either: (a) the two year period commencing on the activation date; Provided you properly complete and we receive from you, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at your expense to the reseller from whom you purchased the devices or as otherwise specified by us), prior to the expiration of the Warranty Period, we will either repair or replace such device or use commercially reasonable efforts to correct any material defects in software and services. We reserve the right to replace any device and software with a more current version or model or refurbished device units in our sole discretion. We also reserve the right to charge you return shipping and a reasonable service fee if we determine that your warranty claim was not justified. The remaining Warranty Period for any purchased Products we repair or replace under warranty is deemed to be the greater of: (aa) the actual remaining Warranty Period for the replaced or repaired Product; and (bb) 90 days following the completion of such repair or replacement. To the maximum extent permitted by applicable law, the foregoing constitutes your sole and exclusive remedy and our sole and exclusive obligation for any breach of the foregoing warranty.

13. **CONDITIONS AND EXCLUSIONS.** Warranty claims must be submitted promptly after the date when you noticed the defect. In order to make a warranty claim, you may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a Geotab-certified installer. Any products, services or items made or supplied by third parties and attached to the IOX port of the PID are not covered by our limited warranty and we are not responsible for malfunctions by or in such products, services or items. You may need to purchase, license or procure products, software, data or services from third parties to enable the full use or functionality of our Products. You are responsible for ensuring that all such third party products, software, data or services meet our minimum requirements, including without limitation, processing speed, memory, client software, internet access, internet or other communication channel bandwidth.

14. **INSTALLATION WARNING.** Certain vehicles or installation configurations may require professional installation, additional equipment or modifications to your vehicles. If you are uncertain that you have the requisite skills and understanding to install Products, you must consult with an authorized reseller or installer. Improper installation can lead to short circuits and the risk of fire, leading to personal injury or significant damage to your vehicle. Installation or servicing may also require modifications to your vehicle. Failure to comply with procedures specified in the installation instructions for a Product, or attempting to install our Products without adequate knowledge of our Products, proper installation, configuration, servicing, repair or removal procedures, or your vehicle may result in damage to the Product or your vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. You understand that any such activities not performed by an authorized reseller or installer will be at your sole risk. You hereby release and forever discharge, and will indemnify and hold harmless, us, our affiliates, resellers and agents and their directors, officers, employees and representatives from any and all losses, actions, causes of action, liability, claims, demands, penalties, costs, expenses (including legal fees and disbursements on a full indemnity basis), judgments and damages of any nature or kind whatsoever, whether under contract, tort, or any other theory of law or equity, which you or any other third party has or will have, arising or accruing from, as a result of, in relation to, or in connection with, the same.

15. **WARRANTY DISCLAIMER.** Except as expressly set forth in this Agreement, to the maximum extent permitted by applicable law, we disclaim all representations, warranties and conditions, express or implied, including without limitation any terms, representations, warranties or conditions of merchantability, durability, fitness for a particular purpose, non-infringement, title, quiet enjoyment or quiet possession and those arising by statute or in law, or from a course of dealing or usage of trade. Without limiting the generality of the foregoing, we cannot and do not represent, warrant or covenant that: (a) any of the products will meet your business or other requirements; (b) the products will operate or be provided without interruption; (c) the products will be error-free, virus-free or that the results obtained from their use will be accurate, reliable or current (d) any errors in the products can be corrected or found in order to be corrected. Moreover, without limiting

the generality of section 13 (conditions and exclusions) we do not endorse, and make no representation, or warranty with respect to, and assume no responsibility, obligation or liability for, any non-Geotab products, software, data or services including but not limited to wireless services, mapping services, posted road speed services, internet bandwidth and cloud storage.

16. ASSIGNMENT. This Agreement and any rights granted to you under this Agreement may not be transferred or assigned by you, in whole or in part, whether voluntarily, by operation of law, or otherwise, without our prior written consent and any such attempted assignment or transfer shall be null and void, except that you may assign this Agreement in its entirety to a purchaser of all or substantially all of your assets or business or in connection with a merger, amalgamation, reorganization or similar transaction without consent any upon written notice to us. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of you and us. This Agreement may be assigned or novated by us in our sole discretion by way of written notice to you.

#### Wireless Provider Terms in Fleet Services Agreement

By accepting the terms and conditions of the Fleet Services Agreement, you also accept these Wireless Provider Terms which relate to the wireless services used to transmit Individual Vehicle Data from the device to our servers. Our wireless providers require us to pass certain terms and restrictions through to you. These Wireless Provider Terms contain important terms and conditions that affect your rights and obligations. Some of the wireless carriers reserve the right to amend their terms from time to time, as specified below and by accepting such Wireless Provider Terms as part of the terms and conditions of the Fleet Services Agreement, you agree to accept amended versions of such Wireless Provider Terms.

The following terms apply if you have subscribed for wireless communication services through Geotab Inc. “You” means the legal entity that you represent that has subscribed for wireless communication services to be used in connection with the services provided by Geotab Inc. (“us” or “we”). References to the “underlying carrier” refer to the provider of the wireless communication services and references to “reseller” refer to any reseller of services provided by an underlying carrier from whom we procure wireless communication services.

1. You acknowledge that the services provided by the underlying carrier are made available only when the Products are in operating range of the facilities of the underlying carrier. In addition, the services of the underlying carrier may be temporarily refused, interrupted, or limited at any time because of: (a) limitations to facilities or services of the underlying

carrier or its vendors; (b) transmission limitations caused by atmospheric, topographical, terrain, other natural or artificial conditions or other factors or causes outside of the underlying carrier's reasonable control; or (c) usage concentrations, capacity constraints, modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the services provided to us by the underlying carrier. Individual data transmissions may be involuntarily disconnected or delayed for a variety of reasons, including without limitation atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a geographic locations in which the services are available from time to time and gaps in coverage within said geographic locations. None of us, an underlying carrier or a reseller shall be responsible or incur any liability for the failure to provide adequate services, including any coverage gaps, or any damages resulting therefrom. You acknowledge that services may be temporarily suspended or permanently terminated upon little or no notice in the event that our agreement with the reseller or the underlying carrier is suspended or terminated or in the event of any violation of the underlying carrier's acceptable use policy or other rules or policies. You waive any and all claims against us, the reseller and the underlying carrier for such suspension or termination.

2. You acknowledge that: (a) it is possible for third parties to monitor wireless transmissions and data traffic over the facilities of the underlying carrier and neither privacy nor security can be guaranteed; (b) transmissions to an internet address or through the internet or other use of the internet may result in the transmission of your number or other information over the internet; (c) if you desire to secure transmission of data, you must provide for your own means of doing so; and (d) you assume full responsibility for the establishment of appropriate security measures to control access to your own respective equipment and information. You understand that we, the reseller and the underlying carrier cannot guarantee the security of wireless transmissions, and that none of us, the reseller or the underlying carrier will be liable for any lack of security relating to the use of the services.

3. You understand and acknowledge that we are bound by certain additional obligations under a written agreement with the underlying carrier and that the underlying carrier has also established rules, policies and procedures governing the provision of the wireless communication services and may, from time to time, develop and adopt new rules, policies and procedures. You agree to comply with all such obligations, rules, policies and procedures, new or otherwise, related to the End User Agreement and the provision of wireless services, as we request from time to time.

4. You will be fully responsible for all SIM Cards purchased from us. You agree not to remove such SIM Cards from the Products or use such SIM Cards in connection with any services other than the wireless communication services provided by us and the reseller and/or underlying carrier from whom such SIM Card is procured. You understand that the reseller or the underlying carrier retains ownership of the SIM Cards. You must not insert a SIM Card into any device other than the Product for which it has been designated. You

must not provide, sell or transfer in any manner any SIM Card, whether separately or together with any device, to any individual or entity or program, reprogram, or tamper with any SIM Card in any manner. You will be responsible for any and all charges and other fees incurred with respect to the SIM Cards supplied to you by us, including fees for unauthorized services.

5. Subject to the number portability rules under applicable law, you have no property right in any code or identifier (including any number, phone number, IMEI, IMSI, unique network identifier, internet protocol (IP) addresses, personal identification number or email address) issued to, assigned to or associated with you or any product used by you in connection with the services provided to us by the underlying carrier (each an "Identifier"). You acknowledge that the underlying carrier may change any identifier at such time or times as the underlying carrier considers necessary without any liability whatsoever, whether on our part or the part of the underlying carrier. You further acknowledge and agree that dynamic IP addresses may be used with respect to the products, which IP addresses will change whenever a product is disconnected from and then reconnected to the facilities of the underlying carrier or after an elapsed period of time. You and your customers acknowledge that the assignment of numbering resources is subject at all times to availability from applicable numbering authorities.

6. You expressly understand and agree that you have no contractual relationship whatsoever with the underlying carrier or the reseller of any underlying carrier or any affiliates or contractors thereof, and that you are not a third party beneficiary of any agreement between us and the underlying carrier, between us and any reseller of any underlying carrier, or between any reseller and any underlying carrier. You also understand and agree that any agreement between us and a reseller does not create a contractual relationship between us and the underlying carrier of such reseller. In addition, you expressly understand and agree that the underlying carrier, any reseller of any underlying carrier or any affiliates or contractors thereof make no representations or warranties whatsoever and expressly disclaim all representations and warranties, express, implied or statutory (including, without limitation, any representations or warranties: (a) regarding the provider, scope or nature of content or services that will be available by default to you from third parties through the services; (b) of merchantability, fitness for a particular purpose, use, title or non-infringement) or (c) regarding results to be obtained by you in connection with the use of the wireless communication services or that access to or use of the wireless communication services will be uninterrupted or error free, and shall have no legal, equitable, or other liability of any kind to you, including without limitation for any damages whether direct, indirect or consequential, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise and you hereby waive any and all claims or demands therefor. The underlying carrier is not liable to you for any claim or damage related to or arising out of or in connection with any coverage map information, including the accuracy thereof.

7. You expressly understand and agree that the liability and obligations of us or the underlying carrier to you are strictly controlled and limited by the underlying carrier's tariff, if any, and the laws, rules and regulations of the governmental authorities which from time to time have jurisdiction.

8. You acknowledge and agree that, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, your exclusive remedy against us, and our exclusive remedy against an underlying carrier or a reseller thereof, and the total liability of us, any reseller, the underlying carrier or any supplier of services to you for any cause whatsoever, including but not limited to those arising in any way in connection with the services, in connection with our agreement with an underlying carrier or a reseller thereof, or any failure or disruption of services, is limited to payment of damages in an amount not to exceed the amount paid by you to us for the services during the one (1) month period preceding the date the claim arose. In no event shall we, any reseller or the underlying carrier be liable for any cost, delay, failure or disruption of service, lost profits (direct or indirect) or any incidental, special, punitive or consequential damages. In no event shall we, any reseller or the underlying carrier be liable for any damages or losses arising out of or related to the failure or incompatibility of equipment utilized by you in connection with the services.

9. You shall indemnify, defend (if required by us or the underlying carrier) and hold harmless us, the reseller and the underlying carrier, and the officers, employees, and agents of each of them from and against any and all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), including without limitation claims for libel, slander, infringement of copyright, property damage or personal injury or death, arising in any way directly or indirectly in connection with any agreement between us and the reseller or the underlying carrier or the use, misuse, failure to use, or inability to use the services or any identifier or the unlawful use of the wireless communication services. This indemnity shall survive the termination of this agreement. This provision will survive the termination of any services provided to you and any related agreement for same. You acknowledge that such agreement is assignable by us.

10. Subject to the terms of the Agreement, unless you provide express consent or disclosure is pursuant to a legal power, all information kept by us, the reseller or the underlying carrier regarding you, other than your name, address and listed telephone number, is confidential and may not be disclosed by us, the reseller or the underlying carrier to anyone other than: (a) you; (b) the underlying carrier or the reseller; (c) a person who, in our reasonable judgement or that of the underlying carrier or the reseller, is seeking the information as your agent; (d) another telecommunications carrier, telephone company or other person providing services to a telecommunications carrier, provided the information is required for establishment of, or the efficient and cost-effective provision of services and disclosure is made on a confidential basis with the information to be used only for that purpose; (e) a company involved in supplying you with telephone or telephone directory related services, provided the information is required for that purpose and



disclosure is made on a confidential basis with the information to be used only for that purpose; (f) an agent retained by us, the reseller or the underlying carrier in the collection of your account, or to perform other administrative functions for us, the reseller or the underlying carrier, provided the information is required for and is to be used only for that purpose; (g) to a law enforcement agency whenever we or the underlying carrier has reasonable grounds to believe that you have knowingly supplied us or the underlying carrier with false or misleading information or you are otherwise involved in unlawful activities; or (h) a public authority or agent of a public authority, if in our reasonable judgment or that of the underlying carrier, it appears that there is imminent danger to life and property which could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by you where you provide: (i) written consent; (ii) oral confirmation by an independent third party; (iii) electronic confirmation through the use of a toll-free number; (iv) electronic confirmation via the internet; (v) oral consent, where an audio recording of the consent is retained by us; or (vi) consent through other methods, as long as an objective documented record of customer consent is created by us or by an independent third party.

11. You may only roam incidentally to your use of the services in your country of residence. The underlying carrier may, at its discretion, and to the extent permitted under its agreements with its vendors, provide certain roaming services to you in other territories that the underlying carrier has made available to us. The foregoing may not apply for residents of certain countries. Any such roaming shall be subject to the restrictions that may exist in the respective agreements between such persons and applicable law or regulation. The underlying carrier or its vendors may in their sole discretion suspend roaming privileges to you if they discover or suspect that the services are being used in a fraudulent manner. The underlying carrier shall be entitled from time to time and at any time, at its sole discretion, to: (a) add, modify or remove territories where roaming shall be available to you; (b) substitute roaming partners; and/or (c) pass through any applicable increases in the costs of the wireless communication services in respect of such changes. You acknowledge that not all wireless communication services are available in each territory where roaming is available and roaming in certain territories is only available for use with products using certain forms of technology. None of us, an underlying carrier or a reseller thereof makes any warranties or representations as to the availability or quality of roaming service provided by other wireless carriers, where available, and none of us, an underlying carrier or a reseller thereof shall have any liability whatsoever for any errors, outages, failures, suspension or termination of roaming services or any increases to the charges as a result of any of the foregoing. You acknowledge that not all features and/or functionalities are available in each territory where roaming is available and roaming in certain territories is only available for use with products using certain forms of technology. You understand and acknowledge that the services may not be used for devices to be permanently deployed outside your country of residence.

12. The underlying carrier collects information about the approximate location of equipment in relation to its cell towers and the Global Positioning System ("GPS"). The underlying

carrier uses that information, as well as other usage and performance information also obtained from its network and the equipment, to provide the services and to maintain and improve its network and the quality of the wireless experience. The underlying carrier may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. You understand and agree that the underlying carrier may collect and use location information from your equipment.

13. You: (a) are fully responsible for any unauthorized collection, access, disclosure, and use (other than by us or the underlying carrier) of all information relating to your use of the products; (b) will implement administrative, physical, and technical safeguards to protect this information; (c) will maintain an up-to-date privacy policy that fully explains (i) what information you collect, (ii) how you use that information, (iii) how you secure that information, and (iv) to whom you disclose that information; and (d) will comply with all applicable laws, including without limitation data security, privacy, data protection, marketing, and consumer protection laws, including without limitation, any obligation regarding consent and opt-in / opt-out mechanisms. We make no guarantees or warranties that our services which include specific solutions, including, by way of example and not limitation, medical/health alert solutions, burglar/security alarm solutions or people tracking solutions, will detect, avert or prevent occurrences of the type for which they are designed.

14. We may terminate the provision of wireless communication services to you without notice or any further obligation or liability if the agreement with our underlying carrier governing the provision thereof expires or terminates.

15. If our agreement with an underlying carrier or a reseller thereof is terminated, you may be able to continue the provision of services, provided however that such continued provision may be subject to such underlying carrier's or reseller's then-current terms and conditions.

16. The underlying carrier and/or its reseller is a third party beneficiary of these terms, and may take any equitable or legal action required to enforce same.

17. We may change, modify or amend these terms at any time in accordance with the terms of the Agreement, provided however the notice period applicable will be 15 days.

## Other Provider Terms in Fleet Services Agreement

By accepting the above terms, you also accept these Other Provider Terms. Our Products contain or function in connection with software, services and other products made or offered by companies that are not affiliated with us or our supplier, many of which require us to pass through their terms to you and/or require you to accept their terms as a condition to your use of our Products. These Other Provider Terms contain important terms and conditions that affect your rights and obligations. Some of the providers detailed below reserve the right to amend

their terms from time to time, as specified below, and by accepting such Other Provider Terms as part of the above terms, you agree to accept amended versions of such Other Provider Terms. You agree that it is your responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

### A. DATA STORAGE

We use more than one provider for data storage services. Currently we use a third-party colocation facility in Canada to house our data storage servers, and we use Google Cloud Platform as our primary cloud data storage provider. As such, your data will be stored on Google's servers in various locations. The following terms are applicable to data storage services. If you have any questions about where your Individual Vehicle Data is stored, please contact us.

#### 2. Google Cloud Platform Terms

Consent. You consent to the transmission, storage, use and processing of your data by us, our supplier and/or Google according to this Agreement using Google's Cloud Platform. Additionally, you consent to Google processing and storing your data anywhere Google or its agents and sub-processors maintain facilities for which we or our supplier has contracted, except if you are located in Europe, in which case we and our supplier have made arrangements to have your data stored on Google servers in Europe. By using the services, you consent to this processing and storage of your data. Under this Agreement, Google is merely a data processor.

Google Cloud Platform Acceptable Use Policy. You agree to be bound by the Google Cloud Platform Acceptable Use Policy, available at: <https://cloud.google.com/terms/aup>. Violation of the Google Cloud Platform Acceptable Use Policy may result in immediate removal (and loss) of your data.

U.S. Government Users. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.