

Casa Systems' Standard Terms and Conditions of Purchase for Suppliers

1. ACCEPTANCE OF PURCHASE ORDER. The purchase order, together with these terms and conditions, and any and all documents, attachments, instructions, and other information, whether physically attached or incorporated by reference, (collectively, the Purchase Order), constitutes the entire and exclusive agreement between the Casa Systems company ("Casa") and the supplier ("Supplier") identified in the Purchase Order. Casa's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance of other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on Casa's agreement to such different or additional terms. Supplier's acceptance (electronic or otherwise), acknowledgement of this Purchase Order, or commencement of performance constitutes Supplier's acceptance of these terms and conditions. Notwithstanding the foregoing, if a master agreement covering procurement of the Work described in the Purchase Order exists between Casa and Supplier, the terms of such master agreement shall prevail over any inconsistent terms herein.

2. DEFINITIONS.

2.1 "Deliverables" means the deliverables specified in the Purchase Order (and any Statement of Work) to be delivered on or before the Delivery Date.

2.2 "Delivery Date" means the date or dates specified in the Purchase Order by which the Supplier is required to deliver the Products.

2.3 "Products" means those goods and Deliverables specified in the Purchase Order to be delivered on or before the Delivery Date.

3. CONFLICTING OBLIGATIONS. If Supplier believes any requirements of this Purchase Order conflict with one another, Supplier shall notify Casa in writing. If Supplier proceeds without conferring with Casa, Supplier shall be bound by Casa's decision regarding the controlling requirement, and Supplier shall pay all resultant costs.

4. INSPECTION, EXPEDITING, AND DOCUMENTATION.

Casa shall have the right to inspect the Products within a reasonable time, not less than thirty days, after receipt to inspect Products. Casa, may reject non-conforming Products, and at its option, Casa may (i) return the non-conforming Products for a refund or credit, (ii) require Supplier to replace the non-conforming Products, or (iii) accept the nonconforming conditioned on Supplier providing a refund or credit in an amount reasonably determined by Casa to correspond to the diminished value of the Product. Casa's payment to Supplier for Products prior to Casa's timely rejection of such Products as non-conforming will not be deemed as acceptance by Casa.

5. DELIVERY. Delivery according to the schedule stated in the Purchase Order is of critical importance to Casa's avoiding substantial loss on sales to its customers. IN THE EVENT OF DELAY, OR ANTICIPATED DELAY, from any cause, including force majeure, Supplier shall immediately notify Casa in writing of the delay or anticipated delay, and will shorten or make up the delay by all commercially reasonable means. If Supplier fails to meet Casa's delivery requirements without Casa's written approval, and fails to adequately assure future performance, Casa, within ten days of Casa's notice of intent to cancel, Casa may cancel all or any part of this Purchase Order, subject to the terms provided in Article 23 herein, Default.

5. TITLE; RISK OF LOSS. Title to the Goods, and in the event that the Goods are made to order, then title to all materials, inventory, work in progress, design data, other documentation, and all related contractual rights, shall vest in Casa upon delivery. If Casa makes progress payments, title shall pass in proportion to payments made. Supplier shall take affirmative steps to segregate Goods and clearly label them as property of the Casa. Supplier warrants full and clear title to the Goods, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances. In the event that Casa rejects Goods as nonconforming, title shall revert to Supplier. Irrespective of vesting of title, Supplier shall bear the risk of loss and shall insure or self-insure for the benefit of Supplier and Casa the Goods in its care, custody and control until Goods are delivered in accordance with this Purchase Order.

6. CONFORMING GOODS. The Goods shall conform strictly to the description, plans, specifications, and sample. If there are no specific descriptions, plans, specifications, or samples, and to the extent that they are not explicit, the Goods shall be new, of the latest design or model conforming to the Casa's requirements, and of the best quality. Supplier may not substitute Goods or parts of Goods, or shipment more or less than the quantity specified in this Purchase Order. If Casa receives Goods that do not conform to these requirements, Casa may reject such shipment in whole or in part by notifying Supplier. Supplier shall remove such rejected goods at Supplier's expense within ten (10) days after the date of Casa's notice.

7. WARRANTY. Supplier warrants that the Goods will be free from defects in material, workmanship, and design for a period of 12 months from the date of initial operation of the Goods, or 18 months from the date of shipment, whichever shall first occur. In the case of spare or replacement parts manufactured by Supplier, the warranty period shall be for a period of six months from shipment. Repairs shall be warranted for 12 months or, if the repair is performed under this warranty, for the remainder of the original warranty period, whichever is greater. Casa shall report any claimed defect in writing to Supplier upon discovery and in any event, within the warranty period. Supplier shall repair or replace the Goods within ten (10) working days, at the original delivery point of shipment. If Casa repairs or replaces Goods without Supplier's prior written approval, Supplier is relieved of obligation to Casa under this section with respect to such Goods, unless the repair, replacement, or adjustment occurred after Supplier failed to satisfy its obligations under this section. Goods shall not be deemed defective either by reason of normal wear and tear or, Casa's failure to properly store, install, and maintain the Goods.

8. WARRANTY REMEDIES. If Casa discovers any breach of warranty, then Supplier, at its option, shall promptly repair or replace, the Goods in question at Supplier's cost. Casa's rights and remedies in this paragraph are in addition to any other rights or remedies legally available.

9. COMPLIANCE WITH APPLICABLE LAWS; INDEMNITY OBLIGATIONS. Supplier shall comply with any and all applicable governmental laws, executive orders, regulations and directives, including without limitation those relating to U.S. export controls. Supplier

agrees to indemnify Casa against any claim, loss, cost, liability, or damage by reason of Supplier's violation of any applicable governmental law, order, claim, regulation, or directive.

10. PATENTS, COPYRIGHTS, TRADEMARKS AND TRADE SECRETS. Supplier warrants, represents and covenants that the Goods and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark. Supplier agrees, at its cost and expense, to indemnify and hold Casa free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement.

11. ASSIGNMENT. Supplier may not assign this Purchase Order without Casa's prior written consent.

12. CANCELLATION. Upon written notice to Supplier, Casa may cancel all or any separable part of this Purchase Order. Supplier immediately shall stop all work on the Goods, place no additional orders, and cancel its existing orders on the best possible terms. Pending Casa's instructions, Supplier shall preserve and protect Goods on hand, work in progress, supplier data, and completed Goods, both in its own and in its supplier's facilities. Casa shall have the immediate right to remove from Supplier's premises the Goods and all drawings, records, and parts paid for by Casa. Casa's only cancellation payment, if any, shall be that amount that reflects the part of the Purchase Order satisfactorily performed before cancellation, less money already paid to Supplier. Supplier is not entitled to recover for lost profits or other consequential or incidental damages.

13. CHANGES. Casa may make changes in the character or quantity of the Goods, or in the manner or time of performance of this Purchase Order. Casa's changes must be communicated to Supplier in writing signed by a duly authorized representative of the Casa. An equitable adjustment in the price and time for performance will be made by the parties in writing if such changes result in a decrease or increase in the Supplier's cost or time of performance. Supplier shall make no change or revision without Casa's prior written consent, and any change requested by Casa shall be subject to review by Supplier for impact on Supplier's warranty. No claim by Supplier for an adjustment in the price or in the time of performance shall be considered unless presented to Casa in writing within ten (10) days after Supplier learns of the claim.

14. INDEMNIFICATION. Supplier agrees to defend, indemnify and hold harmless the Casa and the Owner, and any contractor, agent or employee of either, against any fine, penalty, loss, cost, damage or liability, including attorneys' fees, arising from personal injury and death of third parties or damage to their property, and arising or relating in any way to defects in the Goods or the negligence or other fault either of Supplier, or those for whom it is responsible.

15. TAXES. Unless otherwise provided herein, Supplier's prices include all sales, use, excise and other taxes, and all duties, fees or other assessments of whatever nature imposed on Supplier by governmental authorities, applicable in connection with this Purchase Order.

16. CONFIDENTIALITY; PROPRIETARY INFORMATION. All data, tooling, designs, drawings and other documents and proprietary information supplied to Supplier by Casa (Data) are confidential and shall not be used by Supplier, or disclosed to anyone other than Supplier without confidentiality protection equal to this provision, except as needed for Supplier to perform and fulfill its obligations under this Purchase Order. Nothing in these terms and Conditions shall be construed to prohibit Supplier from using any Data which is owned by the U.S. Government (and is not owned by Casa to perform future contracts with the U.S. Government. However, Supplier's right to use Data owned by the U.S. Government and not owned by Casa shall comply with all laws and regulations and shall not exceed the U.S. Government's rights in such Data. Supplier shall notify Casa in advance and in writing of any such use. The parties' nondisclosure agreement is incorporated by this reference. No implied license of Casa's intellectual property is created by this Purchase Order. Any exceptions to this provision must be agreed to in writing before any disclosure occurs.

17. PAYMENT; LIMITATION OF LIABILITY. Casa's obligation to pay Supplier for Goods is expressly conditioned upon receipt of completed, conforming Goods. **CASA'S TOTAL LIABILITY FOR CLAIMS BY SUPPLIER SHALL NOT EXCEED THE TOTAL PURCHASE PRICE OF THE PURCHASE ORDER, IRRESPECTIVE OF THE FACTS AND LEGAL THEORIES UNDERLYING SUCH CLAIMS, INCLUDING BUT NOT LIMITED TO THEORIES OF NEGLIGENCE AND OTHER TORTS. In no circumstances shall Casa be liable to Supplier for consequential and incidental damages, including but not limited to lost profits, and goodwill.**

18. SUBCONTRACTORS. If a portion of the work involved in the performance of this Purchase Order is subcontracted to another party, and before using such subcontractors or suppliers in the performance of this Purchase Order, Supplier shall obtain Casa's written consent and incorporate these Terms and Conditions into the subject subcontracts, including key characteristics where required. Supplier shall include in each lower-tier subcontract the appropriate flow-down clauses as required by the FAR and its agency supplements.

19. SETOFF. All claims for money due or to become due from Casa shall be subject to deduction or set off by Casa by reason of any counterclaim arising out of this or any other transaction with Supplier.

20. DOCUMENTATION AND RIGHT OF AUDIT. Where Supplier's invoice includes unit pricing or costs resulting from Casa's changes, Supplier shall submit Supplier's determination of units of Work performed, determined in accordance with the provisions of this Purchase Order and substantiated by documents satisfactory in form and content to Casa. If Supplier's invoice includes compensation for Work performed on cost-plus basis, all costs, expenses and other amounts so invoiced shall be substantiated and supported by documents satisfactory to, and verified by, Casa. Supplier shall maintain for a period of three (3) years after final payment under this Purchase Order, all records and accounts pertaining to the Goods. Casa shall have the right to audit, copy and inspect or cause to have audited, copied and inspected those records and accounts at all reasonable times during the course of Supplier's performance of the Purchase Order and for the above three (3) year period.

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21. DEFAULT. If Supplier fails to comply with any material provision of this Purchase Order and, after written demand by Casa, fails to diligently commence to cure such default within 10 days of such demand, or if Supplier becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for benefit or creditors, Casa shall have the right, in addition to any other rights or remedies it may have under this Purchase Order and applicable law, to terminate this Purchase Order for default. Upon giving Supplier written notice of default, Casa may immediately take possession of all or any portion of the items identified to this Purchase Order, subject only to an obligation to equitably compensate Supplier for same. Upon default termination, Supplier shall be liable to Casa for all costs in excess of the Purchase Order price incurred by Casa in effecting completion of performance of this Purchase Order.

22. GOVERNING LAW. This contract shall be governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of law rules. If this is an international transaction, the parties agree that the United Nations Convention on the International Sale of Goods shall have no force and effect. The official text of the Purchase Order or any notices required hereby shall be in English.

23. CASA'S PROPERTY. All tooling, equipment, and material furnished to Supplier by Casa, including all Data described in paragraph 17 herein, or specifically paid for by Casa, shall remain the property of Casa. Such property, while in Supplier's custody or control, shall be held at Supplier's risk and insured by Supplier at Supplier's expense for the replacement cost with loss payable to Casa. Such Property shall be returned to Casa immediately upon Casa's request in good condition FOB Casa's facilities.

24. COUNTERTRADE (OFFSET). Casa may use all or any part of the value of its Purchase Order for countertrade (offset) purposes, including but not limited to: (a) fulfilling Casa's countertrade or industrial benefit obligations; (b) transferring to third parties the countertrade credits granted to Casa against the Purchase Order; and, (c) retaining credits for application to Casa's future countertrade obligations.

25. ATTORNEYS FEES. In the event that the parties litigate any dispute arising under or relating to this Purchase Order, the prevailing party shall recover from the other all reasonable attorneys' fees and costs incurred at trial and on appeal, including those incurred in any bankruptcy proceedings.

26. EXPORT OF EQUIPMENT AND TECHNICAL DATA.

Supplier shall not disclose or otherwise transfer any technical data or equipment furnished to it by Casa or developed by Supplier directly from such data to any third party, including foreign nationals employed by the Supplier within the United States, except in compliance with the applicable licensing, approval, and all other requirements of the US export control laws, regulations and directives, including but not limited to the Arms Export Control Act (22 USC 2778), International Traffic in Arms Regulations (22 CFR Part 120-130), Export Administration Act (50 USC 2401-2410 as amended), Export Administration Regulations (15 CFR Part 730-799) and DoD Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure. Supplier shall obtain Casa's written consent before submitting any request for authority to export any of Casa's proprietary or export controlled technical data. Supplier shall indemnify and hold Casa harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees and all other expenses arising from failure of Supplier to comply with this Article 28. US manufacturers of export controlled defense articles are required to register with the US Department of State (USDOS). If Supplier needs further information on this requirement, please consult the USDOS webpage at www.pmdtcc.state.gov or contact Casa's Legal Department for more information.

27. GENERAL ASSISTANCE WITH EU LAW COMPLIANCE. Supplier hereby acknowledges that the Goods it supplies to Casa, whether considered substances, preparations or articles under EU law, may be used in, contained in, or otherwise form part of articles manufactured by Casa and supplied to Casa's customers based in the European Union (EU). In order to facilitate Casa compliance with EU law, upon Casa's request, Supplier shall make best efforts to assist Casa in achieving compliance, and providing documentary evidence of compliance, with all applicable EU laws and standards, including but not limited to: (i) EU chemical law, such as Regulation 1907/2006 (REACH), Regulation 1272/2008 (CLP Regulation), Directive 2012/19/EU (WEEE Directive) and Directive 2011/65/EU (RoHS Directive); (ii) EU product safety law, such as Directive 2001/95/EC (GPSD) and Directive 1999/34/EC (PLD); (iii) EU end-product specific law, such as Directive 2004/108/EC regarding electromagnetic compatibility and Directive 1999/5/EC regarding radio and telecommunications terminal equipment; and (iv) all applicable EU Member State law whether transposing EU law or otherwise.

28. REQUESTS FOR INFORMATION. Upon request, Supplier shall provide as soon as possible to Casa, or to any EU or EU Member State public authority/agency, any relevant data and/or information regarding the compliance of the Goods with EU or EU Member State law. This may include, but is not limited to, information on the physical and mechanical properties, chemical properties, electrical properties, radioactivity, technical specificities, traceability, testing methods, product safety, product performance and/or any other information relating to the Goods that may reasonably be required to demonstrate compliance with EU or EU Member State law, an EU standard and/or to obtain a European Commission declaration of conformity.

29. SUPPLIER REACH COMPLIANCE. To provide greater specificity of the requirements of clause 1 above as to REACH and not by way of limiting the scope of clause 1, although Supplier is located outside of the EU, Supplier shall comply with all legal requirements incumbent on it under REACH on the assumption that Casa will incorporate the Goods into articles to be sold in the EU. In particular Supplier shall for each Product: (i) provide Casa with a safety data sheet (as detailed in Articles 31-32 of REACH) or equivalent information if REACH does not require a safety data sheet for the Product (e.g., a material safety data sheet under 29 C.F.R. 1910.1200(g) may meet most of the REACH safety data sheet requirements); (ii) communicate information to Casa on substances of very high concern contained in the Goods as detailed in Article 33 of REACH (as of September 2009, a list of substances of very high concern and proposed additions to the list can be accessed at http://echa.europa.eu/consultations/authorisation/svhc_en.asp); and (iii) assemble and keep available all information regarding REACH compliance as required under Article 36 of REACH. Supplier shall also, on Casa's request, make best efforts to provide Casa with

information regarding the manufacture, guidance on safe use, study summaries, robust study summaries and chemical safety assessments and/or reports concerning any of the Goods.

30. REPRESENTATIONS AND CERTIFICATIONS. All representations and certifications provided by Supplier to Casa, including, without limitation, any representations and certifications made by Supplier to Casa in connection with this Purchase Order are incorporated herein by reference. Supplier acknowledges that Casa has relied on such representations and certifications in awarding this Purchase Order. In addition to any other remedies available to Casa, Supplier shall hold Casa harmless from any loss, damage, liability, penalty, or fine arising out of or relating to Supplier's failure to provide representation and certifications that are truthful, current, accurate, and complete.

31. CODE OF CONDUCT. Supplier may review Casa's Code of Business Conduct ("Code") at www.casa-systems.com. Supplier shall strictly comply with the Code as presently drafted and as it may be amended by Casa from time to time. Supplier shall require that all sub-contractors and vendors that manufacture or assemble Goods for Casa comply with the Code. In the event of any breach of the Code, Casa may provide Supplier with the opportunity to come into compliance. Failure to comply with the Code may give rise to cancellation of this Purchase Order, as provided under Paragraph 12.

32. CONFLICT MINERALS. Within thirty (30) days of Casa's written request and during a calendar year in which Supplier has delivered any goods to Casa, Supplier shall provide to Casa pertinent information of any Conflict Minerals that are included in Supplier's product(s), using the EICC GeSI Conflict Mineral Reporting Template ("CMRT"). Supplier shall perform the appropriate due diligence on its supply chain in order to fulfill the reporting obligations as required by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Conflict Minerals Regulations"). This reporting must be updated annually, using the then current CMRT.