

Casa Systems' Standard Terms and Conditions of Purchase - US

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 subject to Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or in writing, including, without limitation, contained in any purchase order confirmation, invoice, acknowledgement, release and / or 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. For the avoidance of doubt, these terms and conditions shall govern the Purchase Order and shall take precedence over any terms and conditions presented by the Supplier. 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 Products 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.

Upon receipt of the Products, Casa shall have the right to inspect the Products within a reasonable time of not less than thirty days from the date of receipt. 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 subject to 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 shall not constitute acceptance by Casa of such non-conforming Products and shall be without prejudice to Casa's right to reject such Products as non-conforming.

5. DELIVERY. Time is of the essence. Delivery according to the schedule stated in the Purchase Order is of critical importance to Casa. In the event that Supplier's timely performance under the Purchase Order is delayed or anticipated to be delayed, from any cause, including any causes outside Supplier's control, including, but not limited to, 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 with immediate effect all or any part of this Purchase Order without further obligation.

6. TITLE; RISK OF LOSS. Title to the Products, and in the event that the Products 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 to Casa in proportion to payments made by Casa. Supplier shall take affirmative steps to segregate Products and

clearly label them as property of Casa. Supplier warrants full and clear title to the Products, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances. In the event that Casa rejects Products as non-conforming, 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 both Supplier and Casa the Products in its care, custody and control until Products are delivered to Casa in accordance with the Purchase Order.

7. CONFORMING PRODUCTS. The Products shall conform strictly to the description, plans, specifications, and sample and shall be of the best quality and reasonably fit for their intended purpose. If there are no specific descriptions, plans, specifications, or samples, and to the extent that they are not explicit, the Products shall be new, of the latest design or model conforming to Casa's requirements, of the best quality and reasonably fit for their intended purpose. Supplier may not substitute Products or parts of Products, or shipment more or less than the quantity specified in the Purchase Order. If Casa receives Products that do not conform to these requirements, Casa may reject such shipment in whole or in part by notifying Supplier within thirty (30) days of receipt. Supplier shall remove such rejected Products at Supplier's expense within ten (10) days after the date of Casa's notice.

8. PRICE AND PAYMENT. Unless otherwise stated in the Purchase Order, the price for the Products includes all taxes and other charges such as shipping and delivery charges, VAT, duties, customs, tariffs, imposts and any government-imposed surcharges. Supplier will, at Casa's request, identify such taxes and other charges separately from the Product price. Casa will pay Supplier the price in accordance with the payment terms set forth in the Purchase Order following the later of: (i) the Delivery Date; (ii) the date of Casa's acceptance of all of the Products; or (iii) Casa's receipt of a properly prepared invoice.

9. REPRESENTATIONS AND WARRANTIES. Supplier warrants that it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order and that the Products are and will remain free from any encumbrance or charge until ownership passes to Casa. Supplier warrants that the Products will be free from defects in material, workmanship, and design for a period of 12 months from the date of initial operation of the Products, 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 as soon as reasonably possible upon discovery and in any event, within the warranty period. Supplier shall repair or replace the Products within ten (10) working days, or such later date agreed between the parties in writing, at the place of delivery of the original shipment. If Casa repairs or replaces Products without Supplier's prior written approval, Supplier is relieved of any obligation to Casa under this section 9 with respect to such Products, unless the repair, replacement, or adjustment occurred after Supplier failed to satisfy its obligations under this section 9. Products shall not be deemed defective either by reason of normal wear and tear or, Casa's failure to properly store, install, and maintain the Products. Supplier represents that no Products contain or include components (a) containing PCB chemical substances, (b) manufactured using a cadmium plating process or contain a chemical substance or mixture that is or becomes subject to a reporting requirement under Section 8(e) of the Toxic Substances Control Act, 15 U.S.C. Section 2607(e), as in effect at time of shipment.

10. WARRANTY REMEDIES. If Casa discovers any breach of warranty, then Supplier, at its option, shall promptly repair or replace, the Products in question at Supplier's cost, with the repaired or replacement Product offering no less functionality or performance than the prior Product. Casa's rights and remedies in this section 10 are in addition to any other rights or remedies legally available to Casa.

11. COMPLIANCE WITH APPLICABLE LAWS. Supplier shall comply with any and all applicable governmental laws, executive orders,

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regulations and directives, including without limitation those relating to all applicable export controls. In particular, and without limitation, Supplier shall not act in any fashion or take any action that will render Casa liable for a violation of any applicable anti-bribery legislation. Supplier agrees to indemnify Casa against any claim, loss, cost, liability, or damage arising from or in connection with Supplier's violation of any applicable governmental law, order, claim, regulation, or directive.

12. PATENTS, COPYRIGHTS, TRADEMARKS AND TRADE SECRETS. Supplier warrants, represents and covenants that the Products and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right, trademark or other intellectual property right. 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.

13. OWNERSHIP. Unless otherwise expressly set forth in a Statement of Work, Casa is the sole and exclusive owner of all Deliverables and Products. Casa shall exclusively own all right and title to all intellectual property rights paid for by Casa and resulting from the design, manufacture, test and assembly of the Products and other Services provided under the Purchase Order, including without limitation NRE development, prototypes, DFX, and other services, including without limitation, any engineering documentation, assembly drawings, related design, manufacturing, assembly and test processes, know-how and other information and materials provided or disclosed by Casa to Supplier or intellectual property which is created or developed by Supplier or its employees, agents, affiliates or contractors that are incorporated into and related uniquely to the Products.

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

15. CANCELLATION. Upon written notice to Supplier, Casa may cancel all or any separable part of this Purchase Order. Supplier shall immediately stop all work on the Products, place no additional orders, and cancel its existing orders on the best possible terms. Pending Casa's instructions, Supplier shall preserve and protect Products on hand, work in progress, supplier data, and completed Products, both in its own and in its supplier's facilities. Casa shall have the immediate right to remove from Supplier's premises the Products 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.

16. CHANGES. Casa may make changes in the character or quantity of the Products, 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 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 in design, materials, process, inclusive of any Approved Vendor List ("AVL") and manufacturing location(s) without Casa's prior written consent. Supplier will notify Casa in writing of any proposed changes in a "Supplier Changes Notification" at least ninety (90) calendar days prior to the first proposed shipment, and will notify Casa of a proposed End-of-Life ("EOL") of any component no less than six (6) months in advance of such proposed EOL. Supplier may not ship Products involved in changes to Casa until Casa has notified supplier, in writing, of Casa's approval. 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) business days after Supplier learns of the claim.

17. INDEMNIFICATION. To the extent permitted by law, Supplier agrees to defend, indemnify and hold harmless Casa and its end users, and any contractor, agent or employee of either, against any fine, penalty, loss, (2016.12.22)

cost, damage or liability, in tort or otherwise, 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 Products or the negligence or other fault either of Supplier, or those for whom it is responsible.

18. 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. If Casa and Supplier have entered into a valid separate non-disclosure agreement which covers disclosure of confidential information under the Purchase Order, then the terms of that non-disclosure agreement shall control with such nondisclosure agreement being incorporated into these terms and condition by reference. No implied license of Casa's intellectual property is created by this Purchase Order. Any exceptions to this section 18 must be agreed to in writing prior to any disclosure. Without prejudice to any other rights or remedies that Casa may have under this Agreement or at law, Supplier agrees that damages would not be an adequate remedy for any breach of this section 18 and that Casa may seek injunctive relief in any court of competent jurisdiction against Supplier to protect Casa's proprietary information from any threatened or actual breach of this section 18.

19. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, CASA WILL NOT BE LIABLE TO SUPPLIER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS EXCEEDING THE TOTAL PURCHASE PRICE OF THE PURCHASE ORDER. THIS LIMITATION OF LIABILITY APPLIES IN AGGREGATE TO ALL CLAIMS MADE UNDER THIS PURCHASE ORDER AND THE TOTAL LIABILITY FOR ANY SUCH CLAIMS SHALL NOT EXCEED THE AMOUNT STATED IN THIS SECTION 19. IN NO EVENT SHALL CASA BE LIABLE TO SUPPLIER FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, AND GOODWILL.

20. SUBCONTRACTORS. If a portion of the work involved in the performance of this Purchase Order is to be subcontracted to another party, Supplier shall obtain Casa's written consent and incorporate these Terms and Conditions into the subject subcontracts, including key characteristics where required prior to engaging any such subcontractors or suppliers in the performance of this Purchase Order.

21. 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.

22. DEFAULT. If Supplier fails to comply with any material provision of this Purchase Order, including, but not limited to, sections 5 and 7, and, after written demand by Casa, fails to diligently commence to cure such default within 10 days of the date of such demand, or if Supplier becomes insolvent, enters voluntary or involuntary winding up proceedings, examinership 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.

23. GOVERNING LAW. This contract shall be exclusively governed by the laws of the Commonwealth of Massachusetts. Casa and the Supplier irrevocably agree that courts of Massachusetts are to have exclusive jurisdiction to settle any disputes arising under in connection with the

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Purchase Order and, for such purposes, both parties irrevocably submit to the exclusive jurisdiction of such courts. If this is an international transaction, the parties agree that the United Nations Convention on the International Sale of Products shall have no force and effect. The official text of the Purchase Order or any notices required hereby shall be in English. The terms of this section 23 shall be without prejudice to Casa's right to seek injunctive relief in any court of competent jurisdiction.

24. CASA'S PROPERTY. All tooling, equipment, and material furnished to Supplier by Casa, including all intellectual property of 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.

25. LEGAL 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 legal fees and costs incurred at trial and on appeal, including those incurred in any bankruptcy or insolvency 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, except in compliance with the applicable licensing, approval, and all other requirements of all applicable export control laws, regulations and directives. 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, legal fees and all other expenses arising from failure of Supplier to comply with this Article 26.

27. GENERAL ASSISTANCE WITH EU LAW COMPLIANCE. Supplier hereby acknowledges that the Products 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 (EC) No 1272/2008 on the classification, labelling and packaging of substances and mixtures ("the CLP Regulation") Directive 2011/65/EU (RoHS Directive), the Prior Informed Consent Regulation (Regulation (EU) 649/2012) which administers the import and export of certain hazardous chemicals to non-EU countries, and the Biocidal Product Regulation (Regulation (EU) 528/2012); (ii) EU waste law such as Directive 2008/98/EC ('the Waste Framework Directive'), Regulation (EC) No. 1013/2006 on the shipments of waste and Directive 2012/19/EU (the waste electrical and electronic equipment (WEEE) Directive); (iii) EU product safety law, such as Directive 2001/95/EC (GPSD) and Directive 1999/34/EC (PLD); (iv) 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; (v) all implementing and delegated acts associated with EU Regulations and/or Directives; and vi) 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 Products 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 Products 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 Article 27 above as to REACH and not by way of limiting the scope of Article 27, 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 Products 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 Products 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 Products.

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") which is available for viewing on its website 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 Products 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 hereunder.

32. CONFLICT MINERALS. Within thirty (30) days of Casa's written request and during a calendar year in which Supplier has delivered any Products 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.