

## Standard Terms & Conditions for Suppliers

1. Acceptance of Purchase Order. The purchase order or equivalent documentation (including and any and all documents, attachments, instructions, and other information either physically attached thereto by Buyer or incorporated by reference therein by Buyer) together with these Standard Terms & Conditions for Suppliers (collectively, the "Purchase Order") constitutes the entire and exclusive agreement between the Casa Systems company identified in the Purchase Order ("Buyer") and the supplier identified in the Purchase Order ("Supplier"). Buyer expressly limits Supplier's acceptance of the Purchase Order to the terms and conditions described in the preceding sentence and hereby notifies Supplier of its objection to any additional or different terms or conditions. Buyer's submission of the Purchase Order is subject to Supplier's agreement that any terms or conditions different from or in addition to the terms and conditions of the Purchase Order, whether communicated orally or in writing, including, without limitation, contained in any confirmation, acceptance or acknowledgement of the Purchase Order or any invoice or 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 Buyer's agreement to such different or additional terms or conditions. Any different or additional terms or conditions that purport to apply to or govern the Purchase Order shall be null and void and shall have no legally binding effect. Supplier's acceptance or acknowledgement (verbal, written, electronic or otherwise) of the Purchase Order, provision of an invoice to Buyer in respect of the Purchase Order, or commencement of performance thereunder constitutes Supplier's acceptance of the Purchase Order, including, without limitation, these terms and conditions. Supplier's acceptance of the Purchase Order shall create a firm-fixed-price contract between Buyer and Supplier.

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 Buyer in writing. If Supplier proceeds

without conferring with Buyer, Supplier shall be bound by Buyer's decision regarding the controlling requirement, and Supplier shall pay all resultant costs.

4. Inspection, Expediting, and Documentation. Upon receipt of the Products, Buyer shall have the right to inspect the Products within a reasonable time period of not less than thirty (30) days from the date of receipt. Buyer may reject non-conforming Products, and at its option, Buyer 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 Products subject to Supplier providing a refund or credit in an amount reasonably determined by Buyer to correspond to the diminished value of the Product. Buyer's payment to Supplier for Products shall not constitute acceptance by Buyer of such non-conforming Products and shall be without prejudice to Buyer'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 Buyer. In the event that Supplier's timely performance under the Purchase Order is delayed or anticipated to be delayed for any reason, including any causes outside Supplier's control, including, but not limited to, force majeure, Supplier shall immediately notify Buyer 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 Buyer's delivery requirements without Buyer's written approval, and fails to adequately assure future performance, Buyer 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 Buyer upon delivery. If Buyer makes progress payments, title shall pass to Buyer in proportion to payments made by Buyer. Supplier shall take affirmative steps to segregate Products and clearly label them as property of Buyer. 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 Buyer 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 Buyer, the Products in its care, custody and control until Products are delivered to Buyer 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 Buyer's requirements, of the best quality, and reasonably fit for their intended purpose. Supplier may not substitute Products or parts of Products or ship more or less than the quantity specified in the Purchase Order. If Buyer receives Products that do not conform to these requirements, Buyer 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 Buyer's notice.

8. Price and Payment. Unless otherwise stated in the Purchase Order, the price for the Products includes and disaggregates all taxes and other charges such as shipping and delivery charges, VAT, duties, customs, tariffs, imposts and any government-imposed surcharges. Supplier will, at Buyer's request, identify such taxes and other charges separately from the Product price. Buyer 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 Buyer's acceptance of all of the Products; or (iii) Buyer'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 Buyer. Supplier warrants that the Products will be free from defects in material, workmanship and design for a period of twenty-four (24) months from the date of initial operation of the Products, or thirty (30) 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 (6) months from the date of shipment. Repairs shall be warranted for twelve (12) months or, if the repair is performed under this warranty, for the remainder of the original warranty period, whichever is greater. Buyer 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 Buyer repairs or replaces Products without Supplier's prior written approval, Supplier is relieved of any obligation to Buyer 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 Buyer's failure to properly store, install and maintain the Products.

Supplier represents that no Products contain or include components (a) containing PCB chemical substances, or (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 Buyer 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. Buyer's rights and remedies in this Section 10 are in addition to any other rights or remedies legally available to Buyer.

11. Compliance with Applicable Laws. Supplier shall comply with any and all applicable governmental laws, executive orders, 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 Buyer liable for a violation of any applicable anti-bribery legislation. Supplier agrees to indemnify and hold harmless Buyer 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. Intellectual Property & 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 shall (a) defend Buyer and its affiliated entities, and its and their respective officers, directors, employees, agents and end users (the "Buyer Indemnified Parties") from and against any and all third-party claims, actions, causes of action, demands, lawsuits or arbitrations (collectively, "Actions") brought against any of the Buyer Indemnified Parties alleging that their use or sale of the Product infringes any intellectual property owned by any third party ("Third-Party IP") or constitutes a misappropriation of any trade secret owned by any third party ("Third-Party Trade Secret"); and (b) indemnify and hold harmless the Buyer Indemnified Parties against any and all damages, costs, expenses, liabilities, and settlements directly and to the extent arising out of any such Action, including, without limitation, court costs and attorney fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "Losses"). Supplier shall not, without the prior written consent of Buyer, agree to any settlement of any such Action that does not include a complete release of the Buyer Indemnified Parties from all liability with respect thereto or that imposes any liability, obligation, or restriction on the Buyer Indemnified Parties. The Buyer Indemnified Parties may participate in the defense of any such

Action through their own counsel, and at their own expense. In the event that the use or sale of any Product is held in a suit or proceeding to infringe Third-Party IP or constitute the misappropriation of any Third-Party Trade Secret, and the use or sale of such Product is enjoined, or Supplier reasonably believes that it is likely to be found to infringe or constitute a misappropriation, or likely to be enjoined, then Supplier shall, at its sole cost and expense, and at its option, either (a) procure for Buyer the right to continue using and selling such Product, or (b) modify such Product so that it becomes non-infringing or no longer constitutes a misappropriation, without affecting the basic functionality of such Product.

13. Ownership. Unless otherwise expressly set forth in a Statement of Work, Buyer is the sole and exclusive owner of all Deliverables and Products. Buyer shall exclusively own all right and title to all intellectual property rights paid for by Buyer 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 Buyer to Supplier or intellectual property that 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 Buyer's prior written consent. Any assignment made in violation hereof shall be wholly void and invalid, the assignee shall acquire no rights, and Buyer shall neither recognize, nor be required to recognize, the assignment.

15. Cancellation. The Purchase Order may not be canceled by Supplier unless Buyer agrees to such cancellation in writing. Upon written notice to Supplier, Buyer may cancel all or any separable part of the Purchase Order. In the event of such cancellation, Supplier shall immediately stop all work on the Products, place no additional orders, and cancel its existing orders on the best possible terms. Pending Buyer'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 suppliers' facilities. Buyer shall have the immediate right to remove from Supplier's premises the Products and all drawings, records, and parts paid for by Buyer. Buyer'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. Buyer may make changes in the character or quantity of the Products, or in the manner or time of performance of the Purchase Order. Buyer's changes must be

communicated to Supplier in writing signed by a duly authorized representative of Buyer. 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 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 Buyer's prior written consent. Supplier will notify Buyer 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 Buyer 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 Buyer until Buyer has notified Supplier, in writing, of Buyer's approval. No claim by Supplier for an adjustment in the price or in the time of performance shall be considered unless presented to Buyer in writing within ten (10) business days after Supplier learns of the claim.

17. Product Defects; Faults of Supplier. To the extent permitted by law, Supplier shall (a) defend the Buyer Indemnified Parties from and against any and all Actions brought against any of the Buyer Indemnified Parties arising from personal injury or death of third parties or damage to their property, and arising from or relating in any way to defects in the Products or the negligence, willful misconduct or other fault either of Supplier, or those for whom it is responsible; and (b) indemnify and hold harmless the Buyer Indemnified Parties for all Losses arising out of any such Action. Supplier shall not, without the prior written consent of Buyer, agree to any settlement of any such Action that does not include a complete release of the Buyer Indemnified Parties from all liability with respect thereto or that imposes any liability, obligation, or restriction on the Buyer Indemnified Parties. The Buyer Indemnified Parties may participate in the defense of any such Action through their own counsel, and at their own expense.

18. Confidentiality; Proprietary Information. Supplier shall (a) protect and safeguard the confidentiality of Buyer's confidential information with at least the same degree of care as Supplier uses to protect the confidentiality of its own confidential information, but in no event less than reasonable care, and (b) not use Buyer's confidential information, or permit it to be accessed or used, for any purpose other than to perform and fulfill the Purchase Order. The data, tooling, designs, drawings and other documents and proprietary information supplied to Supplier by Buyer (Data) are Buyer's confidential information. If Buyer 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 Buyer'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 Buyer may have under the Purchase Order or at law, Supplier agrees that damages would not be an adequate remedy for any breach of this Section 18 and that Buyer may seek injunctive relief in any court of competent jurisdiction against Supplier to protect Buyer's confidential information from any threatened or actual breach of this Section 18 without showing of irreparable harm or actual damages or posting of bond or other security.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, BUYER 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 BUYER BE LIABLE TO SUPPLIER FOR SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE, OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STATUTE, STRICT LIABILITY, OR OTHERWISE, EVEN IF REASONABLY FORESEEABLE OR IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

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 Buyer's prior written consent and incorporate these Standard Terms & Conditions for Suppliers 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 Buyer shall be subject to deduction or set-off by Buyer 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 Buyer, fails to diligently commence to cure such default within ten (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, Buyer shall have the right, in addition to any other rights or remedies it may have under the Purchase Order and applicable law, to terminate the Purchase Order for default. Upon giving Supplier written notice of default, Buyer may immediately take possession of all or any

portion of the items identified in the Purchase Order, subject only to an obligation to equitably compensate Supplier for same. Upon default termination, Supplier shall be liable to Buyer for all costs in excess of the Purchase Order price incurred by Buyer in effecting completion of performance of the Purchase Order.

23. Governing Law. If Buyer is Casa Systems, Inc. or any other entity incorporated or organized in the United States, (a) this contract shall be exclusively governed by the laws of the Commonwealth of Massachusetts without giving effect to any conflict or choice of law provision (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the law of any other jurisdiction, and (b) the exclusive venue for any action or proceeding arising out of or relating to the Purchase Order shall be the federal and states courts located in the Commonwealth of Massachusetts. If Buyer is Casa Communications Ltd. or any other entity incorporated or organized outside of the United States, (x) this contract shall be exclusively governed by the laws of Ireland without giving effect to any conflict or choice of law provision (whether of the Ireland or any other jurisdiction) that would cause the application of the law of any other jurisdiction, and (y) the exclusive venue for any action or proceeding arising out of or relating to the Purchase Order shall be the courts of Ireland. Each Party irrevocably consents to the exercise of personal jurisdiction by such courts and waives any claim of inconvenient forum or other challenge to venue. 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 Buyer's right to seek injunctive relief in any court of competent jurisdiction.

24. Buyer's Property. All tooling, equipment, and material furnished to Supplier by Buyer, including all intellectual property of Buyer, shall remain the property of Buyer. 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 Buyer. Such Property shall be returned to Buyer immediately upon Buyer's request in good condition FOB Buyer'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 & Technical Data. Supplier shall not disclose or otherwise transfer any technical data or equipment furnished to it by Buyer 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 Buyer's written consent before submitting any request for authority to export any of Buyer's proprietary or export controlled technical data. Supplier shall indemnify and hold harmless Buyer from all claims, demands, damages, costs, fines, penalties, legal fees and all other expenses arising from failure of Supplier to comply with this Section 26.

27. General Assistance with EU Law Compliance. Supplier hereby acknowledges that the Products it supplies to Buyer, whether considered substances, preparations or articles under European Union (EU) law, may be used in, contained in, or otherwise form part of articles manufactured by Buyer and supplied to Buyer's customers based in the EU. In order to facilitate Buyer's compliance with EU law, upon Buyer's request, Supplier shall make best efforts to assist Buyer 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, labeling 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 Buyer, 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 Section 27 above as to REACH and not by way of limiting the scope of Section 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 Buyer will incorporate the Products into articles to be sold in the EU. In particular Supplier shall for each Product: (i) provide Buyer 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 Buyer on substances of very high concern contained in the Products as detailed in Article 33 of REACH; and (iii) assemble and keep available all information regarding REACH compliance as required under Article 36 of REACH. Supplier shall also, on Buyer's request, make best efforts to provide Buyer 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 & Certifications. All representations and certifications provided by Supplier to Buyer, including, without limitation, any representations and certifications made by Supplier to Buyer in connection with this Purchase Order are incorporated herein by reference. Supplier acknowledges that Buyer has relied on such representations and certifications in awarding this Purchase Order. In addition to any other remedies available to Buyer, Supplier shall hold Buyer 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. Supplier Code of Conduct. Supplier shall strictly comply with Buyer's Supplier Code of Conduct as presently drafted and as it may be amended by Buyer from time to time (the "Code"). The Code is posted at [www.casa-systems.com](http://www.casa-systems.com). Supplier shall strictly comply with the Code. Supplier shall require that all subcontractors and vendors that manufacture or assemble Products for Buyer strictly comply with the Code. Buyer may cancel the Purchase Order, as provided hereunder, if Supplier or its subcontractors or vendors fail to comply with the Code.

32. Conflict Minerals. Within thirty (30) days of Buyer's written request and during a calendar year in which Supplier has delivered any Products to Buyer, Supplier shall provide to Buyer pertinent information of any Conflict Minerals that are included in Supplier's products, 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. This reporting must be updated annually, using the then current CMRT.

*[End of Terms & Conditions]*