

WIND RIVER PARTNER PROGRAM GUIDE



Version 2025.1

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The terms and conditions of this Wind River® Partner Program Guide (“Guide”) are in addition to the terms and conditions of the Wind River Partner Program Agreement (“PPA”) and any Wind River commercial agreement or purchase order entered into by a participant in the Wind River Partner Program (“Program Member,” “Partner,” “You,” or “you”) directly with Wind River (collectively, the “Agreements”).

Termination or expiration of the PPA or any other relevant Agreement will immediately suspend the Program Member’s participation in the Wind River Partner Program (the “Program”). In the event of a conflict between or among a provision of this Guide and a provision of any Agreement, the following is the order of precedence: (1) the PPA, (2) the commercial Agreement(s), (3) this Guide.

Applicants granted admission to the Program agree to adhere to all the policies, terms, conditions, and guidelines outlined in this Guide, as a condition for Program participation and receipt of any Program benefits.

All terms used but not defined in this Guide will be defined in the Agreements. The current version of this Guide is available on the [Wind River partner portal](#). Program benefits and requirements are applied based on the country in which the Program Member is located. If this Guide has been translated into any language other than English, the English version of this Guide will govern, in the event there are any inconsistencies with a non-English version of this Guide. Wind River reserves the right to modify, supersede, or eliminate all or any sections in this Guide, in whole or in part, at any time without notice.

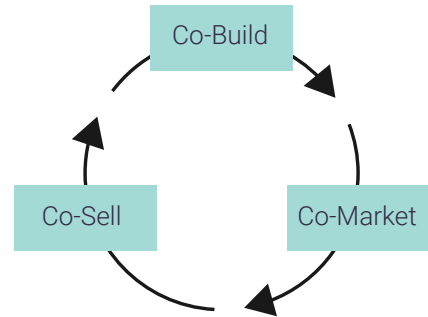
This Guide is effective January 1, 2025.

This Guide replaces all previous Program Guides.

INTRODUCTION

The Program facilitates Wind River and Partner engagements to jointly develop, test compatibility and use, drive market awareness, generate demand, and sell Partner Products and services that are complementary to and interoperable with Wind River products and services.

When you join forces with Wind River, together we will work to ensure that your solutions and market offers leveraging Wind River products and services are differentiated, validated, interoperable, and appropriately supported. Through the Program, Wind River will enable you to deliver innovative, transformative, secure, and highly reliable solutions to your customers with confidence.



The Program is uniquely tailored to support a variety of Program participants, including:

- Independent software vendors (ISVs)
- Independent hardware vendors (IHVs)
- System integrators (SIs)
- Hyperscalers/cloud providers
- Original equipment manufacturers (OEMs)
- Original design manufacturer (ODMs)
- Semiconductor manufacturers
- Embedded system providers
- Professional service companies
- Telecommunication providers
- Distributors and resellers
- Value-added resellers
- Public sector providers
- Other solution providers

Program participants reflect a wide cross-section of the value chain that builds and delivers hardware and software solutions to customers. Program members range from silicon vendors to hardware manufacturers, software application developers, cloud providers, and those who resell and distribute, as well as those service providers who integrate all the components into a workable solution.

Wind River Participates Through the Value Chain Delivering Products and Solutions to End Customer

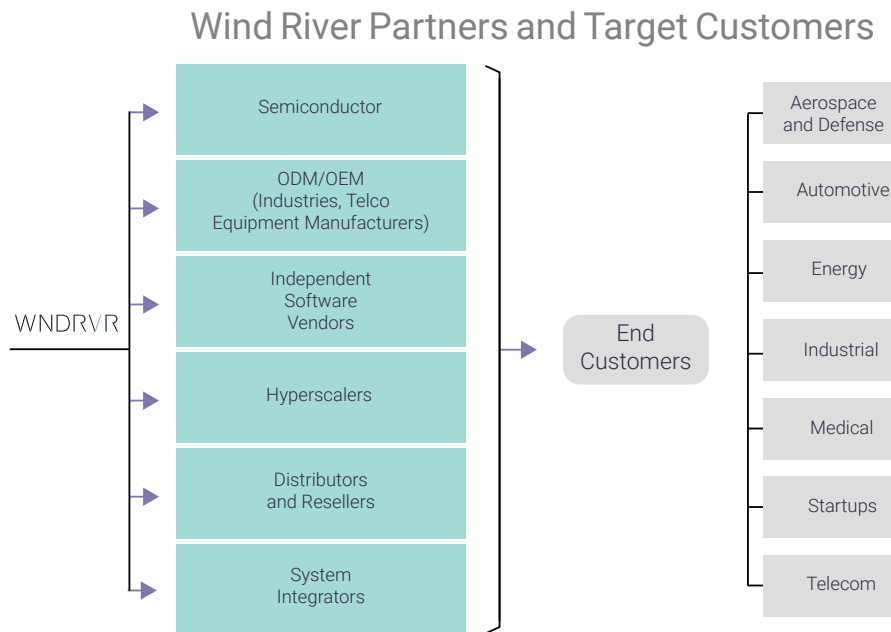


Above is a representative characterization of the Wind River partner ecosystem and how interconnected segments often collaborate to create value and deliver solutions to end customers.

The Program facilitates engagement and transaction with Wind River so Program Members can more readily:

- Obtain the necessary building blocks to enable edge-to-cloud digital transformation while enhancing or creating new, incremental service and revenue opportunities
- Ease integration, speed development, ensure compatibility, and enhance the functionality and reliability of their customers' intelligent systems
- Create compelling offers leveraging Wind River product and services
- Address new market opportunities
- Enhance the value proposition offered to customers
- Leverage Wind River's backing and brand for solutions delivered to customers
- Engage jointly with Wind River in the market to stimulate demand for your services

Innovative and leading companies in key industry segments have chosen to partner with Wind River to deliver technological solutions addressing the business needs or a variety of market segments.



1. Eligibility Requirements for Program Membership

The execution of the Wind River Partner Program Agreement is required for Program admission. The PPA is a foundational element of the Program, acting as a Program application while also setting forth terms for the use of trademarks, limitations of liability, term and termination, governing law, and other standard legal terms. The PPA does not obligate you to achieve any revenue targets, and there is no required financial commitment to join the Program.

You must be willing to actively engage with Wind River to develop, market, and/or sell solutions with Wind River as an element of your market offer. This means that you will offer one or more of your products or services with one or more Wind River products and services.

You must maintain your company profile in Wind River's public-facing Partner Directory. The Partner Directory is used as a search tool to help companies search for solution providers making use of Wind River technologies.

You must manage permissions and access to the Wind River Partner Portal and other online resources for your company personnel. This includes ensuring that each user has proper access rights and the prompt deactivation of user access for reassigned or terminated personnel.

You must provide Wind River with relevant, up-to-date contact details for personnel responsible for your Program participation. Contacts must include at least one primary contact for receipt of Program notifications.

You must adhere to the policies, terms, conditions, and guidelines of this Guide as well as all other Agreements entered into under the Program. Put another way, Partners agree to maintain good standing with Wind River for continued receipt of Program benefits.

Overall, you must conduct business in a manner that favorably reflects on the products, services, goodwill, and reputation of Wind River. You must use your best efforts to conduct business in an ethical manner and avoid business practices that may be perceived as deceptive, misleading, or otherwise improper.

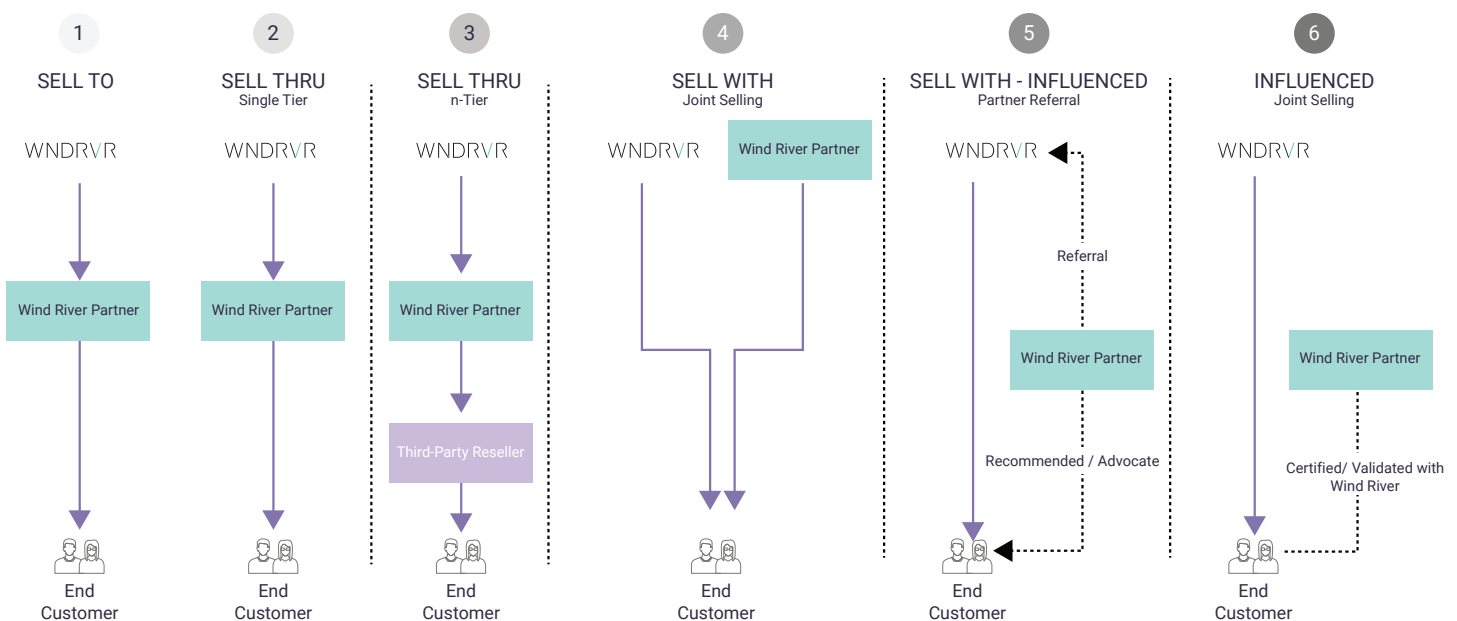
You must provide prompt, written notification to Wind River of any changes that may affect your participation in the Program.

2. Marketing and Selling Motions

All Program Members are eligible to participate in various go-to-market and selling motions. For example:

- **Sell with:** Program Members and Wind River collaboratively market, mutually advocate, and jointly sell their respective offerings to mutual customers. In this sales motion, end customers contract directly with the Program Member and with Wind River for the individual components of a solution.
- **Sell through:** Program Members act as a conduit and intermediary in the marketing and selling of Wind River offerings to customers. In this sales motion, the end customer contracts with and becomes a customer of the Partner for the Wind River components of a solution. The end customer is typically aware (and often requests) the Wind River component incorporated into the solution. Example sell-through Partner types include distributors, resellers, system integrators, value-added resellers, and hyperscalers/cloud providers.
- **Sell to:** Program Members purchase Wind River product licenses and/or services and incorporate them into finished products or services that are offered to third parties. In this sales motion, Program Members embed Wind River technology into their products and thus resell it. The end customer is typically not aware of the Wind River component incorporated into the solution. Telecommunication equipment manufacturers, embedded system providers, original equipment manufacturers, original design manufacturers, and independent software vendors are examples of sell-to Partners.
- **Developer Program:** Partner and Wind River cooperate in the integration of Partner hardware and software technologies, business processes, or product offers with those of Wind River. While not a selling motion per se, this aspect of the Program provides Partners with the Wind River product development roadmap and resources needed to learn, build, test, validate, and deploy Wind River software as an integral element of the Partner's market offers. This aspect of the Program is closely aligned with the Ready for Wind River Hardware and Ready for Wind River Software Programs described later in this Guide. Participation is open to all Partners and provides Program Members with no-cost and reduced-cost noncommercial software licenses for development, testing, and demonstration purposes.

Wind River makes it easy for Partners to engage, market, and sell in a manner that is well aligned with their business. A Partner may engage in one or more of the marketing and selling motions under the Program while in pursuit of market opportunities.



All members of the Program must agree to the terms and conditions of the PPA. The PPA is the foundational Program agreement that addresses “things that don’t change,” such as mutual exchange and use of trademarks, assignment, governing law venue and language, and non-exclusivity.

The PPA incorporates this Guide by reference. This Guide sets forth Program membership requirements and Partner eligibility for Program benefits. Incorporated into this Guide is the Partner Price Schedule, which sets the discounted pricing for Wind River products and services.

The rights to distribute and resell Wind River products and services are granted in one or more separate agreements. These are also described in the next section.

3. Product/Service Authorization to Resell/Distribute

All Partners are eligible to receive a nonexclusive right to market and distribute Wind River products (as noted in #3 above). This right may be granted on a global basis or on a country-by-country basis to best address regulatory or local requirements and to ensure a healthy partner ecosystem.

To resell or distribute Wind River products, a Partner must enter into a Wind River licensing agreement and/or support and maintenance agreement for Wind River products and services. These agreements are in addition to the PPA. The commercial terms for licensing and the resale and distribution of Wind River products and services are granted on a per-product and per-service basis.

Commercial terms for resale and distribution of Wind River products and services include:

- Authorization to resell and distribute, including conditions, limitations, and restrictions
- Ordering and delivery
- Prices, payment, and taxes
- Record-keeping requirements
- Warranties and indemnification
- Compliance and export controls
- Support terms and obligations of Wind River and Partner to each other and to end customers

4. Product and Service Support Terms

Wind River leverages a consistent, standardized framework for Partner and end customer support terms that also provides a great deal of flexibility and adaptability to align with how the Partner seeks to sell, what the Partner sells, and how the Partner wishes support the solutions provided to customers.

Post-sale support terms range from “simple” distribution and resale to “value-added” Partner resale and distribution.

“Simple” resale and distribution typically occurs when a Partner sells Wind River products without significant integration, adaptations, modifications, or interface elements to other hardware and/or software. This is often a stand-alone sale of Wind River products. In some cases, a Wind River product is sold alongside other products and services but typically not integrated as a larger, more holistic solution. Many Partners seek to provide Level 1 support to end customers under simple resale and distribution (with Wind River providing Level 2–3 support to the Partner). In select circumstances, Wind River will provide Level 1–3 support directly to the end customer.

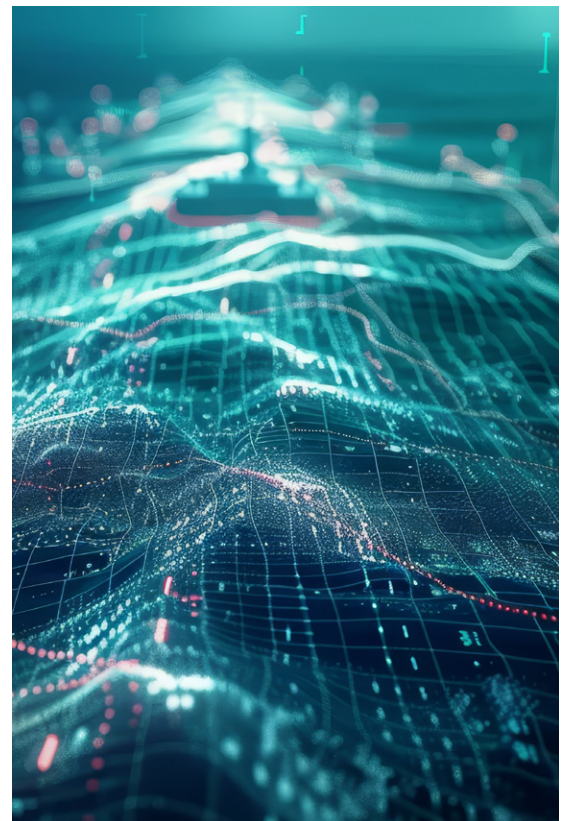
Partners providing Level 1 support are responsible for the initial trouble resolution triage. This typically includes the Partner being responsible for the initial end customer contact to define the problem, as well as the near-term plan for resolving the issue. Level 1 also involves providing end customers with answers to questions about Wind River Product installation, functionality, and use.

“Value-added” resale and distribution refers to Partners modifying Wind River products or integrating, embedding with, or enhancing the products with other offerings. This could include design solutions, or the Partner offering Wind River products “as a Service” or as part of an “as a Service” offering. Partners always perform Level 1 support for end customers under value-added resale and distribution. Wind River will act as the Level 2 and Level 3 technical escalation point for the Partner. This might involve Wind River being inserted into the trouble resolution workflow when Partners transfer Level 1 cases to Wind River or by Wind River assisting the Partner on end customer calls or escalations. For Level 1 through Level 3 support, the Partner is responsible for managing the support relationship and ongoing communications with the end customer.

PARTNER PROGRAM BENEFITS

Program Members are eligible for a variety of benefits enabling Partners to build, market, sell, and support innovative business solutions to customers. Benefits include each of the following, which are further explained below:

- Alignment and availability of Wind River technical and sales support resources to help Partners sell more of their products and services incorporating Wind River
- Product licensing for evaluation, development, test, and demonstration purposes
- Developer Program participation
- Joint solutions and bundled offer development
- Ready-for-Wind River hardware and software compatibility testing
- Board support package services
- Discounted Partner Price Schedule
- Nondiscriminatory price parity policies
- Enhanced marketing support
- Market development funds
- Training and education services
- Access to Wind River technical documentation
- Confidential product roadmap updates
- Inclusion in the Wind River Partner Directory
- Wind River executive sponsorship

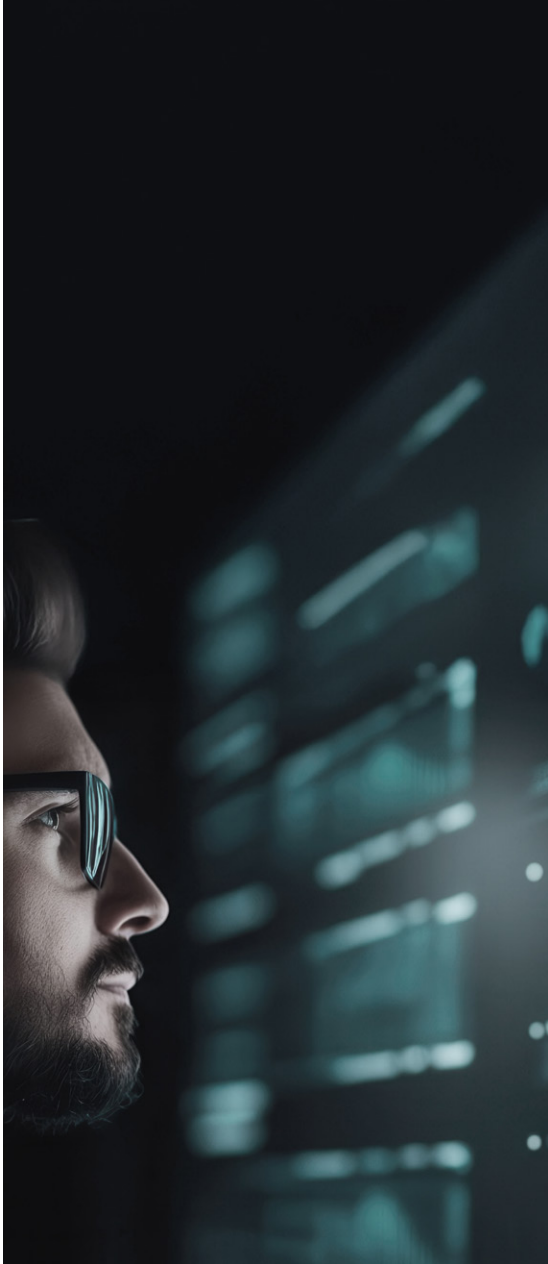


5. Technical and Sales Support Resources

All Wind River Partners are assigned a designated account manager. Additionally, select Partners are assigned a global or regional partner manager. Partner sales teams are further supported by various support engineers and system architects. Where Partners are selling to Wind River customers, the local Wind River account team is also available to support the Partner in pursuit of the sales opportunity. Wind River provides Partners with the necessary resources to successfully develop, test, and sell Partner products and services that contain or incorporate Wind River products.

6. Noncommercial Product Licensing for Evaluation, Development, Test, and Demonstration Purposes

All Program Members are eligible for no-cost and/or reduced-cost licenses of Wind River software for the Partner's internal use. A noncommercial license agreement (NCLA), which governs the terms and conditions of use, must be executed. The license seats, license period, and costs are tailored to the needs and goals of each program member.



7. Developer Program Participation

The Developer Program involves the Partner and Wind River cooperating in the integration of Partner hardware and software technologies, business processes, or product offers with those of Wind River. This aspect of the Program is closely aligned with Ready for Wind River, Board Support Package Services, and Acceleration Program, described below.

8. Joint Market Solutions and Bundled Offer Development

Wind River will pool resources with Partners to combine our respective strengths and expertise to create comprehensive offers addressing the business needs of our respective customers. The resulting offers typically address existing and emerging market needs. In some cases, such offers are targeted at significant or strategic individual customer opportunities shared by Partners and Wind River. Bundled offer development may also encompass "partners partnering with partners." Multiple Partner involvement may involve Wind River's semiconductor, hardware, and independent software vendor partners collaborating on a comprehensive, integrated, and validated solution addressing the technology and business needs of mutual customers.

9. Ready for Wind River

All Program members are eligible to participate in the Ready for Wind River Hardware Program and the Ready for Wind River Software Program (R4WR). These programs ensure that hardware platforms and software applications may be tested for compatibility with Wind River products to ensure that the underlying infrastructure can deliver the intended functionality, performance, availability, resiliency, and scalability desired by Partners and their end customers. Additional information about Ready for Wind River may be found on www.windriver.com/ready-for-wind-river.

10. Wind River BSP Services

Wind River board support package (BSP) services provide options for assisting Partners with the development, support, and maintenance of Partner BSPs. In addition, Wind River has a test framework for validating Wind River Linux and VxWorks BSPs. Wind River will develop acceptance tests for features that are specific to your hardware to supplement Wind River's existing suite of BSP validation tests. After a BSP passes validation testing, Wind River will post the BSP to the Wind River Support Network. Wind River services help Partners to quickly and cost-effectively deliver solutions to the market. Additional information on BSP services may be found at www.windriver.com/resource/bsp-services.

11. Wind River Acceleration Program

The Acceleration Program further enhances Wind River's commitment to Partner successes by assigning a Customer Success Manager and making available support engineers and other resources to ensure technology alignment, proper product planning, and testing of hardware and software. Key goals of this aspect of the Program include the early identification of potential roadblocks and quick resolution of engineering issues to ensure that Partners achieve their desired business goals. Additional information on the Acceleration Program may be found at www.windriver.com/resource/acceleration-program-overview.

12. Partner Price Schedule

Discounted pricing for Partners is available via a global Price Schedule that provides pricing for new sales and renewal opportunities of Wind River products and services.

The Price Schedule allows Partners to provide budgetary pricing and quotes for Wind River products and services. Using a consistent price schedule globally for all Partners ensures that Partners are not price disadvantaged relative to other Partners, allows Partners to compete on the merits of their solution by seeking to remove any Wind River cost differential among partners, and allows customers to choose their preferred partner on a basis other than price. Please also see Price Parity below.

The Price Schedule will specify other terms and conditions not noted in this Guide. In the event of a conflict with this Guide and the Price Schedule, the terms or conditions noted in the most current Price Schedule will prevail. In the event of a conflict between the Price Schedule and Wind River Quote/Order, the terms or conditions noted on the executed Quote/Order will prevail.

Wind River may update the Price Schedule at any time. Wind River will honor published prices in the previous version of the Price Schedule for sixty (60) days after the effective date of the revised Price Schedule, provided products are ordered via a written Service Order submitted to Wind River within sixty (60) days of the effective date of the new Price Schedule. Notification of Price Schedule changes will be sent via email to the Partner's designated contact and/or provided through the Wind River Partner Portal.

Requests for consideration of special terms and pricing for individual end customer deals should be directed to the Partner's Wind River account management team. Special pricing requests are typically made for competitive bid or strategic selling opportunities that require additional refinement and optimization of pricing and terms found in the global Price Schedule and will be evaluated on a case-by-case basis.

13. Price Parity

Price Parity provides Partners with an assurance that Wind River will seek to ensure, but cannot guarantee, that the Partner is not price disadvantaged on a given sales opportunity. Price Parity is a Program policy that seeks to minimize channel conflict when multiple parties are in pursuit of the same customer opportunity.

Wind River seeks to ensure that end customers may choose from whom they purchase based upon their needs and not based on price differences for Wind River products. When Price Parity is invoked, Partners actively engaged with Wind River and the end customer will receive the same price involving the same end customer and the same commercial terms (e.g., the same licensing quantity/volume, payment terms, etc.).

Price Parity only comes into play when pricing is discounted below the Program's Price Schedule pricing. Since all Partners use the same Price Schedule,* Price Parity is only invoked when pricing for a sales opportunity is discounted below the Price Schedule. Discounting below the Price Schedule may occur when significant or strategic sales opportunities require that Wind River review to optimize pricing and other commercial terms.

Price Parity may only be invoked when the sales opportunity involves the same customer entity and the same commercial terms (e.g., with the same licensing quantity/volume, payment terms, etc.).

Wind River may exempt Price Parity benefits from opportunities associated with or involving government entities. Wind River sells to government entities including, but not limited to, the United States federal government pursuant to government procurement programs, such as the General Services Administration Schedule program. As a result, Wind River is subject to all laws, rules, and regulations applicable to government procurement in its business dealings with government entities, including terms of the Wind River General Services Administration Schedule (“GSA Schedule”) and the Federal Procurement Regulations (“FARs”). The GSA Schedule, FARs, and any other applicable national, regional, state, territory, or provincial rules and regulations are collectively referred to as “Government Procurement Rules.” This Guide is subject to the terms of all Government Procurement Rules. In the event of a conflict or inconsistency between any applicable Government Procurement Rules and this Guide, the applicable Government Procurement Rules will govern.

Exemptions from the Price Parity policy *may* also occur when:

- A preexisting Wind River customer under direct agreement with Wind River (e.g., a customer who has contracted directly with Wind River for licenses or services) is seeking to add, expand, or renew Wind River products or services.
- Prior to receipt of notice from the Partner that it is in a sales pursuit, Wind River was actively engaged with the end customer and Wind River is in advanced stages of the sales cycle.
- A Wind River–designated House Account — e.g., a strategically significant Wind River customer — is in a situation in which Wind River and the House Account have chosen to maintain a direct, one-on-one relationship.
- Market Developer pricing is in effect. Market Developer pricing provides temporary price concessions to selected Partners who make substantial resource and/or capital investments with Wind River in the introduction of Wind River products into new, targeted market or industry segments and geographic territories.
- Wind River has pricing agreements with other resellers and distributors that predate the current Guide and Price Parity Policy. Wind River will honor preexisting contracts executed before the current Program policies were put in place.
- Program Members purchase Wind River products and incorporate the products into finished products or services that are offered to third parties as a normal course of business. In these sales, the Program Member is not buying for a specific customer opportunity, and the end customer is typically not aware that a Wind River component is incorporated into the solution. Examples include “sell-to” sales in which a telecommunication equipment manufacturer or embedded system provider incorporates Wind River products into a product or service offering available to all customers and not to a specific or targeted end customer.

**Localized pricing, pricing related to currency or exchange rate differences, and sales to governmental entities are exempt from Price Parity.*

14. Enhanced Marketing Support

Partners are eligible to receive enhanced marketing support in the form of joint demand-generation activities, development of joint collateral, public-facing initiatives demonstrating “thought leadership” activities that educate prospects, and the promotion of a Partner’s market offers that leverage Wind River technologies.

As a condition of receiving enhanced marketing support, Partners may be asked to agree to undertake public relations activities including, but not limited to, issuing mutually agreed-upon press releases, undertaking social media activities, and participating in analyst briefings.

Marketing support provides Partners with the opportunity to work with Wind River in the development of use cases, success stories, and solution briefs. Case studies, whether developed for internal use or made available publicly, typically highlight the Partner’s products and services that leverage Wind River products and services.

To properly resource and fund targeted activities, Wind River will co-fund select activities as described below.

15. Market Development Funds

All Partners are eligible to participate in market development activities co-funded by Wind River. Funds are made available to select Partners in certain circumstances. The funds are to be used to support activities that help drive Partner revenue acceleration and acquisition of customers with the expectation that these marketing activities will result in a Partner selling its products and services that include a Wind River component.

Generally, Partners must commit to providing matching funds and commensurate resource investments being made by Wind River. Market development funds (MDFs) will be allocated on an as-needed basis for a specific initiative having a supporting business case with measurable goals to determine the return on the marketing investment.

Typically, Wind River proactively works with Partners to develop a go-to-market plan that will support the allocation of marketing funds and resources. A Partner may also make a written request for co-marketing funds. Partners should contact their Wind River account team or partner manager to request market development funds.

Requests for MDF must, at a minimum, set forth the type of activity (or program) being contemplated, time frame, locations/geography, venue, the type of lead generation effort (e.g., webinar, tradeshow, online advertising), solution focus, target audience, desired goals, targeted metrics, how the initiative will be tracked, resources required (personnel and funding), and how the effort is aligned with one or more of the Partner's and Wind River's strategic goals.

On a preapproved and mutually agreed-upon basis, co-marketing funds may be allocated to certain activities that may involve, but are not necessarily limited to:

- Co-branded videos and social media
- Seminars for existing and prospective customers
- Lead- and demand-generation activities
- Trade show activities, conferences, exhibitions
- Advertising and special promotions
- Product/service launch
- Sales incentives
- Training and education

Co-marketing funds are used to jointly fund and reimburse Partners for up to fifty percent (50%) of preapproved expenses.

16. Wind River Learning and Education Services

All Partners are eligible for no-cost or reduced-cost training and education services. Wind River Education Services offers live instructor-led training as well as in-depth on-demand courses that help Partners address the challenges of designing state-of-the-art intelligent systems.

17. Product Roadmap Updates

All Partners are eligible to receive confidential Wind River product roadmap updates to communicate product strategies for feedback purposes; to ensure continuous alignment with a Partner's portfolio strategy; and to address evolving end customer needs, market trends, and business priorities. Wind River updates provide a guide to a product's strategy and direction, features, goals, and timelines.

18. Wind River Partner Directory

Wind River partners encompass the very best companies that build, deploy, operate, and/or service mission-critical intelligent systems. Program members are featured and searchable at www.windriver.com/partners/find-a-partners.

19. Wind River Executive Sponsorship

Wind River will assign individuals at the SVP level or above to select Partners to ensure alignment toward common goals and the success of the relationship. Partners with Wind River executive sponsorship must appoint a senior leadership counterpart.

20. General

All new versions of this Guide supersede and replace all prior and existing versions of this Guide. All support and resources provided by Wind River are subject to availability. The Program is defined as a worldwide program and leverages a common framework for Partners across the globe. Wind River reserves the right to introduce regional or country-specific variations in the Program to address the evolving and localized business needs of Wind River, Partners, and end customers.

Without limiting Wind River's right to reject any potential Partner from participating in the Program, Wind River reserves the right to change the requirements to join or remain eligible for the Program, or any other terms of the Program, at any time.

At all times while participating in the Program, the Partner is an independent contractor and not an employee, general partner or limited partner, joint venturer, legal agent or representative, or otherwise affiliated with Wind River. The Partner will not bind Wind River to any undertaking or performance to any third party, including any obligation with respect to Wind River products or services, or to any agreement between the Partner and the end customer or any other third party, and the Partner has no authority to do so under this Guide. The Partner's authority will be limited to those activities specifically provided in this Guide or the Agreements.

The Partner will not sell any Wind River product or service through an agent, subcontractor, or other third party without the prior written permission of Wind River.

With respect to government end users, the Partner agrees that it has notified or will notify the end customer, as necessary, of any Program discount or Referral Fee to which it is entitled in connection with a particular contract; and the Partner must obtain and provide to Wind River, upon request, written agreement from the government end customer that the discount and any Referral Fee are known and not improper.

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