

UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF INDUSTRY AND SECURITY
WASHINGTON, D.C. 20230

In the Matter of:

Wind River Systems, Inc.
500 Wind River Way
Alameda, California 94501

Respondent

ORDER RELATING TO
WIND RIVER SYSTEMS, INC.

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has notified Wind River Systems, Inc., of Alameda, California (“Wind River”), of its intention to initiate an administrative proceeding against Wind River pursuant to Section 766.3 of the Export Administration Regulations (the “Regulations”),¹ and Section 13(c) of the Export Administration Act of 1979, as amended (the “Act”),² through the issuance of a Proposed Charging Letter to Wind River that alleges that Wind River committed 55 violations of the Regulations. Specifically, the charges are:

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2014). The charged violations occurred in 2008-2011. The Regulations governing the violations at issue are found in the 2008-2011 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774). The 2014 Regulations set forth the procedures that apply to this matter.

² 50 U.S.C. app. §§ 2401-2420 (2000). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 7, 2014 (79 Fed. Reg. 46,959 (Aug. 11, 2014)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.* (2006 & Supp IV 2010)).

Charges 1-51 15 C.F.R. § 764.2(a) – Unlicensed Exports to Government End-Users

On 51 occasions between on or about January 23, 2008, and September 27, 2011, Wind River engaged in conduct prohibited by the Regulations when it exported operating software, an item subject to the Regulations, classified under Export Control Classification Number (“ECCN”) 5D002, controlled for National Security reasons, and valued at a total of \$2,979,659.73, from the United States to end users in the People’s Republic of China (directly or via Hong Kong),³ Hong Kong, Russia, Israel, South Africa, and South Korea. The end users of these exports were at all times relevant hereto “government end-users,” as defined in Section 772.1 of the Regulations. A Department of Commerce license was required for these shipments pursuant to Section 742.4 of the Regulations. In so doing, Wind River committed 51 violations of Section 764.2(a) of the Regulations.

Charges 52-55 15 C.F.R. § 764.2(a) – Unlicensed Exports to Entity List Organizations in the People’s Republic of China

On four occasions between on or about September 29, 2008, and September 7, 2011, Wind River engaged in conduct prohibited by the Regulations when it exported operating software, an item subject to the Regulations, classified under ECCN 5D002, controlled for National Security reasons, and valued at a total of \$27,759.00, from the United States to various entities in the People’s Republic of China identified on BIS’s Entity List, set forth in Supplement No. 4 to Part 744 of the Regulations. The end users of these exports were at all times relevant hereto organizations identified on the Entity List, and a Department of Commerce license was required for these shipments pursuant to Section 744.1 and Supplement No. 4 to Part 744 of the Regulations. In so doing, Wind River committed four violations of Section 764.2(a) of the Regulations.

WHEREAS, BIS and Wind River have entered into a Settlement Agreement pursuant to Section 766.18(a) of the Regulations, whereby they agreed to settle this matter in accordance with the terms and conditions set forth therein; and

WHEREAS, I have approved of the terms of such Settlement Agreement;

IT IS THEREFORE ORDERED:

³ Pursuant to Section 734.2(b)(6) of the Regulations, the export of an item from the United States to a second country intended for transshipment to a third country is deemed to be an export to that third country.

FIRST, Wind River shall be assessed a civil penalty in the amount of \$750,000, the payment of which shall be made to the U.S. Department of Commerce within 30 days of the date of this Order.

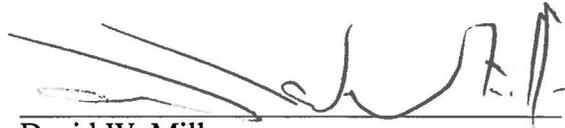
SECOND, that, pursuant to the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701-3720E (2000)), the civil penalty owed under this Order accrues interest as more fully described in the attached Notice, and if payment is not made by the due date specified herein, Wind River will be assessed, in addition to the full amount of the civil penalty and interest, a penalty charge and an administrative charge, as more fully described in the attached Notice.

THIRD, that the full and timely payment of the civil penalty in accordance with the payment schedule set forth above is hereby made a condition to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Wind River. Accordingly, if Wind River should fail to pay the civil penalty in a full and timely manner, the undersigned may issue an order denying all of Wind River's export privileges under the Regulations for a period of one year from the date of failure to make such payment.

FOURTH, Wind River shall not take any action or make or permit to be made any public statement, directly or indirectly, denying the allegations in the Proposed Charging Letter or the Order. The foregoing does not affect Wind River's testimonial obligations in any proceeding, nor does it affect its right to take legal or factual positions in civil litigation or other civil proceedings in which the U.S. Department of Commerce is not a party.

FIFTH, that the Proposed Charging Letter, the Settlement Agreement, and this Order shall be made available to the public.

This Order, which constitutes the final agency action in this matter, is effective immediately.

A handwritten signature in black ink, appearing to read 'D. W. Mills', is written over a horizontal line.

David W. Mills
Assistant Secretary of Commerce
for Export Enforcement

Issued this 7th day of October, 2014.

UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF INDUSTRY AND SECURITY
WASHINGTON, D.C. 20230

In the Matter of:

Wind River Systems, Inc.
500 Wind River Way
Alameda, California 94501

Respondent

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Wind River Systems, Inc., of Alameda, California ("Wind River"), and the Bureau of Industry and Security, U.S. Department of Commerce ("BIS") (collectively, the "Parties"), pursuant to Section 766.18(a) of the Export Administration Regulations (the "Regulations"),¹ issued pursuant to the Export Administration Act of 1979, as amended (the "Act").²

WHEREAS, Wind River filed a voluntary self-disclosure with BIS's Office of Export Enforcement in accordance with Section 764.5 of the Regulations concerning the transactions at issue herein;

WHEREAS, BIS has notified Wind River of its intentions to initiate an administrative proceeding against Wind River, pursuant to the Act and the Regulations;

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2014). The charged violations occurred in 2008-2011. The Regulations governing the violations at issue are found in the 2008-2011 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774). The 2014 Regulations set forth the procedures that apply to this matter.

² 50 U.S.C. app. §§ 2401-2420 (2000). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 7, 2014 (79 Fed. Reg. 46,959 (Aug. 11, 2014)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.* (2006 & Supp IV 2010)).

WHEREAS, BIS has issued a Proposed Charging Letter to Wind River that alleges that Wind River committed 55 violations of the Regulations, specifically:

Charges 1-51 15 C.F.R. § 764.2(a) – Unlicensed Exports to Government End-Users

On 51 occasions between on or about January 23, 2008, and September 27, 2011, Wind River engaged in conduct prohibited by the Regulations when it exported operating software, an item subject to the Regulations, classified under Export Control Classification Number (“ECCN”) 5D002, controlled for National Security reasons, and valued at a total of \$2,979,659.73, from the United States to end users in the People’s Republic of China (directly or via Hong Kong),³ Hong Kong, Russia, Israel, South Africa, and South Korea. The end users of these exports were at all times relevant hereto “government end-users,” as defined in Section 772.1 of the Regulations. A Department of Commerce license was required for these shipments pursuant to Section 742.4 of the Regulations. In so doing, Wind River committed 51 violations of Section 764.2(a) of the Regulations.

Charges 52-55 15 C.F.R. § 764.2(a) – Unlicensed Exports to Entity List Organizations in the People’s Republic of China

On four occasions between on or about September 29, 2008, and September 7, 2011, Wind River engaged in conduct prohibited by the Regulations when it exported operating software, an item subject to the Regulations, classified under ECCN 5D002, controlled for National Security reasons, and valued at a total of \$27,759.00, from the United States to various entities in the People’s Republic of China identified on BIS’s Entity List, set forth in Supplement No. 4 to Part 744 of the Regulations. The end users of these exports were at all times relevant hereto organizations identified on the Entity List, and a Department of Commerce license was required for these shipments pursuant to Section 744.1 and Supplement No. 4 to Part 744 of the Regulations. In so doing, Wind River committed four violations of Section 764.2(a) of the Regulations.

WHEREAS, Wind River has reviewed the Proposed Charging Letter and is aware of the allegations made against it and the administrative sanctions that could be imposed against it if the allegations are found to be true;

³ Pursuant to Section 734.2(b)(6) of the Regulations, the export of an item from the United States to a second country intended for transshipment to a third country is deemed to be an export to that third country.

WHEREAS, Wind River fully understands the terms of this Agreement and the Order ("Order") that the Assistant Secretary of Commerce for Export Enforcement will issue if he approves this Agreement as the final resolution of this matter;

WHEREAS, Wind River enters into this Agreement voluntarily and with full knowledge of its rights, after having consulted with counsel;

WHEREAS, Wind River states that no promises or representations have been made to it other than the agreements and considerations herein expressed;

WHEREAS, Wind River neither admits nor denies the allegations contained in the Proposed Charging Letter; and

WHEREAS, Wind River agrees to be bound by the Order, if issued;

NOW THEREFORE, the Parties hereby agree, for purposes of this Settlement Agreement, as follows:

1. BIS has jurisdiction over Wind River, under the Regulations, in connection with the matters alleged in the Proposed Charging Letter.
2. The following sanctions shall be imposed against Wind River in complete settlement of the alleged violations of the Regulations relating to the transactions specifically detailed in the Proposed Charging Letter:
 - a. Wind River shall be assessed a civil penalty in the amount of \$750,000, the payment of which shall be made to the U.S. Department of Commerce within 30 days of the date of the Order. Payment shall be made in the manner specified in the attached instructions.
 - b. The full and timely payment of the civil penalty agreed to in Paragraph 2.a is hereby made a condition to the granting, restoration, or

continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Wind River. Failure to make full and timely payment of the civil penalty, as set forth above, may result in the denial of all of Wind River's export privileges under the Regulations for one year from the date of the failure to make such payment.

3. Subject to the approval of this Agreement pursuant to Paragraph 8 hereof, Wind River hereby waives all rights to further procedural steps in this matter (except with respect to any alleged violations of this Agreement or the Order, if issued), including, without limitation, any right to: (a) an administrative hearing regarding the allegations in any charging letter; (b) request a refund of any civil penalty paid pursuant to this Agreement and the Order, if issued; and (c) seek judicial review or otherwise contest the validity of this Agreement or the Order, if issued. Wind River also waives and will not assert any Statute of Limitations defense, and the Statute of Limitations will be tolled, in connection with any violation of the Act or the Regulations arising out of the transactions identified in the Proposed Charging Letter or in connection with collection of the civil penalty or enforcement of this Agreement and the Order, if issued, from the date of the Order until Wind River pays in full the civil penalty agreed to in Paragraph 2.a of this Agreement.

4. Wind River shall not take any action or make or permit to be made any public statement, directly or indirectly, denying the allegations in the Proposed Charging Letter or the Order. The foregoing does not affect Wind River's testimonial obligations in any proceeding, nor does it affect its right to take legal or factual positions in civil

litigation or other civil proceedings in which the U.S. Department of Commerce is not a party.

5. BIS agrees that upon full and timely payment of the civil penalty as set forth in Paragraph 2.a, BIS will not initiate any further administrative proceeding against Wind River in connection with any violation of the Act or the Regulations arising out of the transactions specifically detailed in the Proposed Charging Letter.

6. This Agreement is for settlement purposes only. Therefore, if this Agreement is not accepted and the Order is not issued by the Assistant Secretary of Commerce for Export Enforcement pursuant to Section 766.18(a) of the Regulations, no Party may use this Agreement in any administrative or judicial proceeding and the Parties shall not be bound by the terms contained in this Agreement in any subsequent administrative or judicial proceeding.

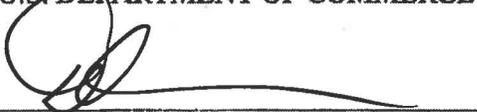
7. No agreement, understanding, representation or interpretation not contained in this Agreement may be used to vary or otherwise affect the terms of this Agreement or the Order, if issued; nor shall this Agreement serve to bind, constrain, or otherwise limit any action by any other agency or department of the U.S. Government with respect to the facts and circumstances addressed herein.

8. This Agreement shall become binding on the Parties only if the Assistant Secretary of Commerce for Export Enforcement approves it by issuing the Order, which will have the same force and effect as a decision and order issued after a full administrative hearing on the record.

9. BIS will make the Proposed Charging Letter, this Agreement, and the Order, if issued, available to the public.

10. Each signatory affirms that he/she has authority to enter into this Settlement Agreement and to bind his/her respective party to the terms and conditions set forth herein.

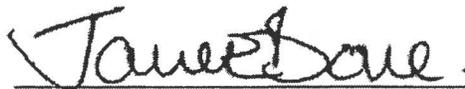
BUREAU OF INDUSTRY AND
SECURITY
U.S. DEPARTMENT OF COMMERCE



Douglas R. Hassebrook
Director of Export Enforcement

Date: 10/1/14

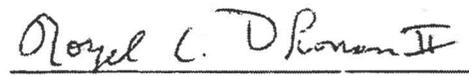
WIND RIVER SYSTEMS, INC.



Jane E. Bone
Senior Vice President Finance and
Administration, CFO
Wind River Systems, Inc.

Date: September 26, 2014

Reviewed and approved by:



Roszel Thomsen, Esq.
Thomsen and Burke LLP

Counsel for Wind River Systems, Inc.

Date: 26 September 2014

PROPOSED CHARGING LETTER

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Wind River Systems, Inc.
500 Wind River Way
Alameda, California 94501

Attn: Barry Mainz
President

Dear Mr. Mainz:

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has reason to believe that Wind River Systems, Inc. of Alameda, California (“Wind River”), has committed 55 violations of the Export Administration Regulations (the “Regulations”),¹ which issued under the authority of the Export Administration Act of 1979, as amended (the “Act”).² Specifically, BIS alleges that Wind River committed the following violations:

Charges 1-51 15 C.F.R. § 764.2(a) – Unlicensed Exports to Government End-Users

As described in the attached Schedule A, which is incorporated herein, on 51 occasions between on or about January 23, 2008, and September 27, 2011, Wind River engaged in conduct prohibited by the Regulations when it exported operating software, an item subject to the Regulations, classified under Export Control Classification Number (“ECCN”) 5D002, controlled for National Security reasons, and valued at a total of \$2,979,659.73, from the United States to end users in the People’s Republic of China (directly or via Hong Kong),³ Hong Kong, Russia, Israel, South Africa, and South Korea. The end users of these exports were at all times relevant hereto “government end-users,” as defined in Section 772.1 of the Regulations. A Department of Commerce license was required for these shipments pursuant to Section 742.4 of the Regulations. In so doing, Wind River committed 51 violations of Section 764.2(a) of the Regulations.

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2014). The violations alleged occurred during 2008, 2009, 2010, and 2011. The Regulations governing the violations at issue are found in the 2008 through 2011 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2008-11)). The 2014 Regulations govern the procedural aspects of this case.

² 50 U.S.C. app. §§ 2401-2420 (2000). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13,222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 7, 2014 (79 Fed. Reg. 46,959 (Aug. 11, 2014)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.*) (2006 & Supp IV 2010)).

³ Pursuant to Section 734.2(b)(6) of the Regulations, the export of an item from the United States to a second country intended for transshipment to a third country is deemed to be an export to that third country.

**Charges 52-55 15 C.F.R. § 764.2(a) – Unlicensed Exports to Entity List
Organizations in the People’s Republic of China**

As described in the attached Schedule B, which is incorporated herein, on four occasions between on or about September 29, 2008, and September 7, 2011, Wind River engaged in conduct prohibited by the Regulations when it exported operating software, an item subject to the Regulations, classified under ECCN 5D002, controlled for National Security reasons, and valued at a total of \$27,759.00, from the United States to various entities in the People’s Republic of China identified on BIS’s Entity List, set forth in Supplement No. 4 to Part 744 of the Regulations. The end users of these exports were at all times relevant hereto organizations identified on the Entity List, and a Department of Commerce license was required for these shipments pursuant to Section 744.1 and Supplement No. 4 to Part 744 of the Regulations. In so doing, Wind River committed four violations of Section 764.2(a) of the Regulations.

* * * * *

Accordingly, Wind River is hereby notified that an administrative proceeding is instituted against it pursuant to Section 13(c) of the Act and Part 766 of the Regulations for the purpose of obtaining an order imposing administrative sanctions and any other liability, sanction or penalty available under law, including, but not limited to any or all of the following:

- The maximum civil penalty allowed by law of up to the greater of \$250,000 per violation, or twice the value of the transaction that is the basis of the violation;⁴
- Denial of export privileges; and/or
- Exclusion from practice before BIS.

If Wind River fails to answer the charges contained in this letter within 30 days after being served with notice of issuance of this letter, that failure will be treated as a default. *See* 15 C.F.R. §§ 766.6 and 766.7. If Wind River defaults, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to Wind River. The Under Secretary of Commerce for Industry and Security may then impose up to the maximum penalty for the charges in this letter.

Wind River is further notified that he is entitled to an agency hearing on the record if it files a written demand for one with his answer. *See* 15 C.F.R. § 766.6. Wind River is also entitled to be represented by counsel or other authorized representative who has power of attorney to represent Wind River. *See* 15 C.F.R. §§ 766.3(a) and 766.4.

⁴ *See* International Emergency Economic Powers Enhancement Act of 2007, Pub. L. No. 110-96, 121 Stat. 1011 (2007).

The Regulations provide for settlement without a hearing. *See* 15 C.F.R. § 766.18. Should Wind River have a proposal to settle this case, Wind River should transmit it to the attorney representing BIS named below.

Wind River is further notified that under the Small Business Regulatory Enforcement Flexibility ACT, it may be eligible for assistance from the Office of the National Ombudsman of the Small Business Administration in this matter. To determine eligibility and get more information, please see: <http://www.sba.gov/ombudsman/>.

The U.S. Coast Guard is providing administrative law judge services in connection with the matters set forth in this letter. Accordingly, Wind River's answer must be filed in accordance with the instructions in Section 766.5(a) of the Regulations with:

U.S. Coast Guard ALJ Docketing Center
40 S. Gay Street
Baltimore, Maryland 21202-4022

In addition, a copy of Wind River's answer must be served on BIS at the following address:

Chief Counsel for Industry and Security
Attention: Thea D. R. Kendler, Esq.
Room H-3839
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230

Thea Kendler is the attorney representing BIS in this case; any communications that Wind River may wish to have concerning this matter should occur through her. Ms. Kendler may be contacted by telephone at (202) 482-5301.

Sincerely,

Douglas R. Hassebrock
Director
Office of Export Enforcement

Wind River Systems, Inc.
Proposed Charging Letter
Schedule of Violations A
Page 1 of 3

Charge No.	Export Date	Item	ECCN	Destination	Order No.	Value	Violation
1	23-Jan-08	WRS Platform ID VxWorks Edition 3.5	5D002	PRC (via Hong Kong)	9505575	\$56,420.01	15 C.F.R. § 764.2(a)
2	31-Jan-08	WRS Platform NE VxWorks Edition 3.5	5D002	Israel	6002356	\$78,964.00	15 C.F.R. § 764.2(a)
3	7-Feb-08	WRS Platform NE VxWorks Edition 3.5	5D002	PRC (via Hong Kong)	9505662	\$63,000.00	15 C.F.R. § 764.2(a)
4	12-Feb-08	WRS Platform ID VxWorks Edition 3.5	5D002	South Africa	5003735	No cost	15 C.F.R. § 764.2(a)
5	3-Mar-08	WRS Platform NE VxWorks Edition 3.6	5D002	PRC (via Hong Kong)	9505702	\$78,567.99	15 C.F.R. § 764.2(a)
6	28-Apr-08	WRS Platform ID VxWorks Edition 3.6	5D002	PRC (via Hong Kong)	9505926	\$70,810.01	15 C.F.R. § 764.2(a)
7	16-Jun-08	WRS Linux 2.0 Platform NE	5D002	Hong Kong	9506095	No cost	15 C.F.R. § 764.2(a)
8	15-Jul-08	WRS Platform ID VxWorks Edition 3.6	5D002	PRC (via Hong Kong)	9506177	\$51,240.00	15 C.F.R. § 764.2(a)
9	23-Jul-08	WRS Platform ID VxWorks Editions 3.6	5D002	PRC (via Hong Kong)	9506229	\$75,838.00	15 C.F.R. § 764.2(a)
10	28-Jul-08	WRS Platform ID VxWorks Edition 3.6	5D002	PRC (via Hong Kong)	9506253	\$85,400.00	15 C.F.R. § 764.2(a)
11	29-Jul-08	WRS Platform NE 2.2	5D002	PRC (via Hong Kong)	9506274	\$15,540.00	15 C.F.R. § 764.2(a)
12	29-Jul-08	WRS Platform NE VxWorks Edition 3.6	5D002	Israel	6002567	\$204,750.00	15 C.F.R. § 764.2(a)
13	7-Oct-08	WRS Linux 2.0 Platform NE	5D002	Hong Kong	9506491	\$20,015.63	15 C.F.R. § 764.2(a)
14	22-Oct-08	WRS Linux 2.0 Platform NE	5D002	Hong Kong	9506544	\$5,625.00	15 C.F.R. § 764.2(a)
15	31-Oct-08	WRS Platform ID VxWorks Edition 3.6	5D002	PRC (via Hong Kong)	9506611	\$85,398.60	15 C.F.R. § 764.2(a)
16	15-Dec-08	WRS Linux 2.0 Platform NE	5D002	Israel	6002723	No cost	15 C.F.R. § 764.2(a)
17	30-Dec-08	WRS Platform NE VxWorks Edition 3.4; Wind River Linux 2.0 Platform NE	5D002	PRC	9506724	\$104,250.00	15 C.F.R. § 764.2(a)
18	29-Jan-09	WRS Platform ID VxWorks Edition 3.6	5D002	PRC (via Hong Kong)	9506839	\$14,112.00	15 C.F.R. § 764.2(a)
19	24-Feb-09	WRS Platform NE VxWorks Edition 3.4	5D002	PRC	9506939	No cost	15 C.F.R. § 764.2(a)
20	2-Mar-09	WRS Platform for AD, CD, ID and NE VxWorks Edition 3.7	5D002	South Africa	5004388	No cost	15 C.F.R. § 764.2(a)
21	16-Apr-09	WRS Platform NE VxWorks Edition 3.4	5D002	PRC	9507070	\$157,200.00	15 C.F.R. § 764.2(a)
22	9-Jun-09	WRS Platform ID VxWorks Edition 3.7	5D002	PRC (via Hong Kong)	9507283	\$56,420.00	15 C.F.R. § 764.2(a)

Wind River Systems, Inc.
Proposed Charging Letter
Schedule of Violations A
Page 2 of 3

23	9-Jul-09	Add Real Time Core for WRS Linux 2.0, One Process Family	5D002	PRC (via Hong Kong)	9507340	\$14,000.00	15 C.F.R. § 764.2(a)
24	28-Jul-09	WRS Platform for AD, CD, ID, & NE VxWorks Edition 3.7	5D002	PRC (via Hong Kong)	9507447	\$31,500.00	15 C.F.R. § 764.2(a)
25	1-Sep-09	WRS Platform for AD, CD, ID and NE VxWorks Edition 3.7	5D002	Israel	6003046	No cost	15 C.F.R. § 764.2(a)
26	30-Oct-09	WRS Linux 3.0 Single project WRS Platform ID VxWorks Edition 3.7	5D002	PRC (via Hong Kong)	9507724	\$101,750.40	15 C.F.R. § 764.2(a)
27	2-Dec-09	WRS Platform ID VxWorks Edition 3.7	5D002	PRC (via Hong Kong)	9507802	No cost	15 C.F.R. § 764.2(a)
28	11-Jan-10	WRS Platform ID VxWorks Edition 3.7	5D002	PRC (via Hong Kong)	9507909	\$66,080.00	15 C.F.R. § 764.2(a)
29	22-Feb-10	WRS Linux 2.0 Platform NE	5D002	Hong Kong	9507997	\$36,318.75	15 C.F.R. § 764.2(a)
30	23-Feb-10	WRS Platform for AD, CD, ID, & NE. VxWorks Edition 3.7	5D002	PRC (via Hong Kong)	9507999	\$79,380.00	15 C.F.R. § 764.2(a)
31	19-Mar-10	WRS Platform ID VxWorks Edition 3.7	5D002	PRC (via Hong Kong)	9508103	\$170,800.00	15 C.F.R. § 764.2(a)
32	19-Mar-10	WRS Linux 2.0 Platform NE	5D002	PRC	9508086	\$80,370.00	15 C.F.R. § 764.2(a)
33	19-Mar-10	WRS Platform NE VxWorks Edition 3.4	5D002	PRC	9508087	\$157,200.00	15 C.F.R. § 764.2(a)
34	10-May-10	WRS Platform NE VxWorks Edition 3.4	5D002	PRC	9508243	\$26,200.00	15 C.F.R. § 764.2(a)
35	9-Jun-10	WRS Linux 3.0 Single Project; WRS Platform ID VxWorks Edition 3.8	5D002	PRC (via Hong Kong)	9508305	\$83,580.00	15 C.F.R. § 764.2(a)
36	6/11/10	Wind River Platform for AD, ID and NE VxWorks Edition 3.7	5D002	PRC (via Hong Kong)	9508375	\$37,438.80	15 C.F.R. § 764.2(a)
37	2-Jul-10	WRS Platform ID VxWorks Edition 3.7	5D002	PRC (via Hong Kong)	9508588	\$90,750.00	15 C.F.R. § 764.2(a)
38	2-Aug-10	WRS Platform ID VxWorks Edition 3.7	5D002	PRC (via Hong Kong)	9508543	\$130,200.00	15 C.F.R. § 764.2(a)
39	3-Aug-10	Wind River Linux 3.0 Single Project	5D002	PRC (via Hong Kong)	9508541	\$17,500.00	15 C.F.R. § 764.2(a)
40	17-Sep-10	WRS Platform ID VxWorks Edition 3.7	5D002	PRC (via Hong Kong)	9508759	\$85,400.01	15 C.F.R. § 764.2(a)
41	2-Nov-10	WRS Platform ID VxWorks Edition 3.7	5D002	PRC (via Hong Kong)	9508856	\$75,740.01	15 C.F.R. § 764.2(a)
42	15-Nov-10	WRS Platform for AD, CD, ID, & NE, VX Works Edition 3.8	5D002	South Korea	9508916	\$28,413.00	15 C.F.R. § 764.2(a)

43	16-Dec-10	WRS Platform for AD, CD, ID, & NE VxWorks Edition 3.8	5D002	Russia	4509868	\$41,300.00	15 C.F.R. § 764.2(a)
44	17-Dec-10	WRS Platform for AD, CD, ID and NE VxWorks Edition 3.8	5D002	PRC	9509025	\$78,600.00	15 C.F.R. § 764.2(a)
45	17-Dec-10	WRS Platform for AD, CD, ID and NE VxWorks Edition 3.8	5D002	Israel	6003500; 6003503	\$11,335.00	15 C.F.R. § 764.2(a)
46	2-Feb-11	WRS Linux 3.0 Single project	5D002	PRC (via Hong Kong)	9509229	\$17,500.00	15 C.F.R. § 764.2(a)
47	23-Mar-11	WRS Linux 2.0 Platform NE	5D002	PRC	9509473	\$80,370.00	15 C.F.R. § 764.2(a)
48	23-Mar-11	WRS Platform ID VxWorks Edition 3.8	5D002	PRC (via Hong Kong)	9509474	\$85,400.01	15 C.F.R. § 764.2(a)
49	25-Mar-11	WRS Linux 3.0 Update Pack with Workbench 3.2.3.1	5D002	Hong Kong	9509437	\$43,582.50	15 C.F.R. § 764.2(a)
50	25-Mar-11	WRS Platform ID VxWorks Edition 3.8	5D002	PRC (via Hong Kong)	9509497	\$85,400.01	15 C.F.R. § 764.2(a)
51	27-Sep-11	WRS Platform for AD, CD, ID and NE VxWorks Edition 3.8	5D002	Israel	6003781	No cost	15 C.F.R. § 764.2(a)

Charge No.	Export Date	Item	ECCN	Destination	Entity List End User	Wind River Software License No.	Order No.	Value	Violation
52	29-Sep-08	Wind River Workbench for VxWorks 6.6	5D002	PRC	Beijing Aerospace Automatic Control Institute (BICD)	77861	9506466	\$23,184.00	15 C.F.R. § 764.2(a)
53	31-Oct-08	Wind River Workbench 3.0 for On-Chip Debugging w/Wind River ICE	5D002	PRC	Northwestern Polytechnical University	79322	9506593	\$4,575.00	15 C.F.R. § 764.2(a)
54	21-Aug-09	Wind River Workbench for VxWorks 6.7	5D002	PRC	Beijing Aerospace Automatic Control Institute (BICD)	77861	9507517	No cost	15 C.F.R. § 764.2(a)
55	7-Sep-11	Wind River Workbench 3.2 for On-Chip Debugging	5D002	PRC	China Electronics Technology Group Corporation	85662	9510096	No cost	15 C.F.R. § 764.2(a)

