

# SHORT FORM SOW

## OPENSSL3.0.X SUPPORT IN VxWORKS 6.9.4.1

Prepared for Mitsubishi Electric Corporation

Wind River Proprietary

**Revision:** v2.00

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SFS Template 20230823-1424

# 1 INTRODUCTION

This Short Form SOW is a Statement of Work (“SOW”) defining Services to be performed by Wind River KK (“Wind River”) for Mitsubishi Electric Corporation (“Customer”). Each such request for Services or Deliverables may be referred to as a “Project”. The Services shall be governed by the Terms & Conditions defined in Section 13.

If Wind River does not receive Customer’s purchase order and a signed SOW (as applicable) within ninety (90) calendar days from the revision date in the footer of this document, this document will be considered null and void.

## 1.1 Contacts

The following is a list of initial contacts for this document.

TEAM MEMBER	ROLE
Yamamoto Kei	Customer Project Manager
Takeda Junichi	Customer Project Manager
Aoyama Hisashi	Customer Technical Lead
Komine, Osamu	Wind River Project Manager
Zhou, Qiang	Wind River Delivery Director
Ikeda, Kayoko	Wind River Account Manager
Shimazu, Haruhiko	Wind River Field Application Engineer

# 2 SERVICES

Wind River will provide Services as described in the following sections.

Customer is using Wind River VxWorks 6.9.4.1 and customer would like to request Wind River’s support to integrate openssl 3.0.x (The major version is 3.0 and the minor version (3.0.x) should be determined prior to project start and this is the ONLY version during the project execution) in VxWorks 6.9.4.1 (openssl 0.9.8za).

## 2.1 Work Package 1 (WP1): Alpha Release

Wind River will perform the followings:

- Setup development environment according to customer provided setup.log (R.1, R.2).
- Port Crypto algorithm to VxWorks 6.9.4.1 (Source code is shipped with the specified openssl version) (R.3).
- Port SSL module to VxWorks 6.9.4.1 (Source code is shipped with the specified openssl version) (R.3).
- Run Crypto testcases (Test cases are shipped with the specified openssl version) and bug fixing (R.4).
- Run SSL testcases (Test cases are shipped with the specified openssl version) and bug fixing(R.4).

- Test to verify Crypto and SSL integration (Test cases are shipped with the specified openssl version) (R.4).

## 2.2 Work Package 2 (WP2): Formal Release

Wind River will perform the followings:

- VxWorks 6.9.4.1 components integration with openssl 3.0.x (R.5).
- Run the ATP and bug fixing (R.7).
- VxWorks 6.9.4.1 source patch creation and release (R.6).

Wind River will update the ATP, document the test result and make a formal release.

## 2.3 Acceptance Test

Wind River will document the test approach, individual tests, and pass/fail criteria for each test, subject to mutual approval by Customer and Wind River. Wind River will run the approved tests and document the results.

This Deliverable will consist of the following components:

- Acceptance Test Plan (ATP)
- Acceptance Test Procedure (ATPr)
- Acceptance Test Report (ATR)
- Test code required for Customer to reproduce Acceptance Test results in their environment.

# 3 REQUIREMENTS

The Deliverables shall be developed in accordance with the following Requirements.

## 3.1 General Requirements

TECHNICAL AREA		REQUIREMENT	NOTES
R.1	Target OS	Software Deliverables shall be provided as a VxWorks source patch	VxWorks 6.9.4.1
R.2	Target component	Openssl 3.0.x and the specific version will be determined prior to project start.	Only 1 version is supported
R.3	Development	Port crypto algorithm to VxWorks 6.9.4.1 Port SSL module to VxWorks 6.9.4.1	Source code is shipped with the specified openssl version
R.4	Verification – general	Crypto testcase SSL testcase Crypto and SSL integration	Test cases are shipped with specified openssl version.
R.5	Verification – integration	VxWorks 6.9.4.1 components integration with openssl 3.0.x	
R.6	Source Patch	The Software Deliverables shall include vxworks source patch to VxWorks 6.9.4.1	

TECHNICAL AREA	REQUIREMENT	NOTES
R.7 ATP	Software Deliverables shall include the Acceptance Test Plan.	

## 4 DELIVERABLES

Wind River will provide the following Deliverables.

DELIVERABLE	OWNERSHIP	ACCEPTANCE
D.1 Project kick-off using Wind River template	Wind River	Upon Delivery
D.2 Alpha Release (Work Package 1)	Wind River	Upon Delivery
D.3 Formal release (Work Package 2)	Wind River	Upon Delivery
D.4 Acceptance Test Plan	Wind River	Thirty (30) days

Deliverables Ownership is defined per the Ownership column in the table above.

- Deliverables with Ownership designated as “Wind River” are Wind River Owned Deliverables.
- Deliverables with Ownership designated as “Customer” are Customer Owned Deliverables.

The following Acceptance Approach will be used for Deliverables per the Acceptance column in the table above.

- Deliverables with Acceptance designated as “Upon Delivery” shall be deemed accepted by Customer upon shipment from Wind River.
- Deliverables with Acceptance designated as “Per Agreement” shall use the Acceptance Approach as defined in the Agreement.
- For Deliverables with Acceptance designated as a duration, Wind River shall provide each Deliverable to Customer once such Deliverable meets the requirements as described in this SOW or as mutually agreed by both Customer and Wind River in writing during performance of Services (“Acceptance Criteria”). After shipment of the Deliverable from Wind River, Customer shall have the number of business days specified in the Acceptance column of the table above (“Acceptance Period”) to verify that the Deliverable meets the Acceptance Criteria. If Customer notifies Wind River in writing within the Acceptance Period of a non-compliance with the Acceptance Criteria, Wind River will use commercially reasonable efforts to remedy the non-compliance and provide an updated Deliverable, which shall be accepted upon delivery. If Customer does not notify Wind River of a non-compliance within the Acceptance Period, the Deliverable shall be deemed Accepted by Customer.

## 5 CUSTOMER SUPPLIED PREREQUISITES

Customer agrees to supply any necessary equipment, technology, documentation, or other assistance as needed for Wind River’s performance of the Services. The following list describes known Customer Supplied Prerequisites (CSPs) at the time of writing this SOW. There may be additional CSPs required to perform the Services that are unknown at this time.

CUSTOMER SUPPLIED PREREQUISITES	NOTES
C.1 Customer Team Contact Information	Project Manager and Technical Lead, at minimum
C.2 VxWorks 6.9.4.1 setup.log	
C.3 openssl version and source code	

## 6 ASSUMPTIONS

Customer acknowledges that Wind River used the following Assumptions in determining the pricing and schedule quoted hereunder. If any of the below Assumptions proves to be false, completion of Services may require additional funding and/or schedule.

### 6.1 General Assumptions

ASSUMPTIONS	
A.1	Customer has not and will not provide any information subject to export restrictions, restrictions based on citizenship or nationality, or Government-protected information (such as CUI, ITAR, or EAR).
A.2	Wind River will not provide any Services (including training or mentoring) in support of the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, or operation of military, defense, or space product(s).
A.3	Resolving issues in standard Wind River product is outside the scope of this SOW. Customer will contact Wind River Support directly for any issues in standard Wind River product.
A.4	Release of Deliverables as Wind River Standard Product, maintenance, and post-delivery support are not included in the Services, unless otherwise specified in this SOW.
A.5	Price does not include any access or rights to Wind River products.
A.6	“Live Remote” or “offsite” services to be performed at Wind River staff locations. “In-Person” or “onsite” services to be performed at Customer site. Unless otherwise specified in this SOW, work is assumed to be performed offsite.
A.7	Should Wind River require any 3rd party documentation or other reference materials, Customer will source it to Wind River and ensure appropriate terms of use are in place.
A.8	All Customer-Supplied Prerequisites (CSPs) comply with the following. <ul style="list-style-type: none"> <li>Fully functional, complete, and accurate.</li> <li>Include any accessories, peripherals, cabling, chassis, power supplies, documentation, source code, or any other supplemental items to effectively use the CSPs.</li> <li>Provided to Wind River in a timely manner.</li> <li>Shall remain with Wind River for the duration of the Services, including any acceptance, warranty, or support period, unless otherwise specified</li> </ul>
A.9	Services will be performed using a single software configuration only, to be determined prior to start of work.
A.10	The ATP will describe basic functionality testing (API based testing) using representative test cases. Wind River will not run performance or stress testing
A.11	Wind River may provide preliminary versions of the Deliverables to the Customer. Any preliminary delivery is provided informally and may not include complete functionality. Support to the customer for any preliminary delivery will be limited.
A.12	No FIPS requirement
A.13	Integration the specified OpenSSL version only. Fix OpenSSL issues is out of this project’s scope.
A.14	Support will be provided during normal business hours. Wind River cannot accommodate request during Holidays.
A.15	Wind River will not run VxWorks product regression test.

## 7 SCHEDULE ESTIMATE

Services Start occurs After Receipt of Order (ARO), as evidenced by receipt of Customer's Purchase Order (PO) and a signed SOW (as applicable). Staffing time may vary and will be prioritized based on receipt of order and staff availability.

The following estimated schedule will apply to the Services. Durations specified in the table below are expressed in work days / weeks. The schedule is based on dependencies. Changes in milestone dates may impact other milestones.

MILESTONE / DELIVERABLES		DELIVERED BY	ESTIMATED COMPLETION	INVOICE AMOUNT
M.1	Services Start (D.1)	Customer & Wind River	Week 0 (ARO)	50%
M.2	Staffing Complete	Wind River	Week 2	0
M.3	Customer Supplied Prerequisites	Customer	Week 2	0
M.4	Kickoff Meeting	Wind River	Week 2	0
M.5	Alpha Release (D.2)	Wind River	Week 11	0
M.6	Formal Deliverable (D.3 D.4)	Wind River	Week 14	0
M.7	Acceptance start	Customer & Wind River	Week 14	0
M.8	Acceptance end	Wind River	Week 18	50%
M.9	Services End	N/A	Week 18	0

## 8 PROJECT CHANGE REQUESTS (PCR)

Modification to the Services as defined in this SOW may be performed through mutually agreed Project Change Requests (PCRs). PCRs may modify scope, schedule, cost, terms, or any other portion of this SOW.

Either party may request changes to this SOW upon notice to the other party, and the parties will use Wind River's PCR form for this purpose. Wind River will submit a PCR to Customer describing the change. In such event, Wind River will submit a PCR to Customer describing the change with reasonable grounds for the change and including any fees and expenses associated to implement the requested change. Customer will sign or reject each PCR within ten (10) working days and return it to Wind River. In the event the Parties are unable to resolve any outstanding issues involving a PCR within five (5) working days after Customer rejects the PCR, Wind River will work with Customer to determine how to proceed with the Services. Wind River may either proceed with the SOW without incorporating any changes proposed in the PCR or place the Services on hold, depending on the nature of the change. Wind River shall not be liable for any schedule delays in the Services resulting from the PCR process.

## 9 LOCATIONS AND NATIONALITY

Wind River is an international company with staff across the globe. The location of Wind River staff assigned to perform the Services will be based on staff availability and optimal delivery. The following is a list of work locations and assigned staff nationalities proposed for this SOW. Specific resources will be assigned upon receipt of order. By written confirmation from Customer, the locations of Services or nationalities may be modified.

- Wind River Beijing office, Chinese

## 10 WIND RIVER STANDARD PRODUCT

Wind River will use the following Wind River Standard Products in performance of the Services.

This SOW does not grant Customer any access or rights to Wind River Standard Products. If any of the listed Wind River Standard Product is not currently licensed by Customer, Customer will need to enter into an appropriate license agreement with Wind River for the Wind River Standard Product prior to receiving any Deliverables from Wind River.

WIND RIVER STANDARD PRODUCT	LICENSED (Y/N)	LICENSE AGREEMENT NAME / DATE ("SOFTWARE LICENSE")
VxWorks 6.9	Y	Enterprise License Agreement dated April 14, 2006 (as amended by the Amendment No. 1 dated July 20, 2006), and Exhibit A-73 dated October 5, 2009

## 11 THIRD PARTY MATERIALS

OpenSSL 3.0.x

## 12 FEES & PAYMENTS

### 12.1 Fees

Wind River agrees to provide Services described in this SOW for the following fees.

Prices do not include any applicable taxes (including, without limitation, sales, value added or consumption taxes) or shipping fees (including export/import taxes and duties). Applicable taxes and shipping fees will be added to invoices.

If the Services are obtained through an authorized Wind River distributor, Customer will be invoiced directly by such distributor (and not Wind River), and Customer will pay the distributor the applicable fees in accordance with the payment terms agreed to between Customer and the distributor.

DESCRIPTION	QUANTIT Y	UNIT PRICE	CURRENC Y	NET PRICE
Professional Services: Fixed Price	1	8,097,000	JPY	8,097,000
		<b>TOTAL</b>	<b>JPY</b>	<b>8,097,000</b>

### 12.2 Invoicing

For Fixed Price fees, invoicing will occur upon completion of associated Milestones in the amounts specified in 7 (Schedule Estimate). Payments are due in accordance with the Agreement.

## 12.3 Remit To Address

Issue Purchase Orders to: Wind River KK

Ebisu Prime Square Tower  
1-1-39, Hiroo, Shibuya-ku  
Tokyo 150-0012, Japan  
+81-3-5778-6001 phone  
+81-3-5778-6004 fax

JPY Account (¥)

Mizuho Bank Ebisu Branch  
1-20-22 Ebisu Shibuya-ku, Tokyo 150-0013  
SWIFT: MHCBJPJT  
Account #: 1746054

## 13 TERMS & CONDITIONS

This SOW shall be effective as of the date last signed by the parties ("SOW Effective Date").

This SOW shall be governed by the terms of this SOW and the Wind River Services Terms, a copy of which can be found at: [http://www.windriver.com/services/terms/SFS\\_Terms.pdf](http://www.windriver.com/services/terms/SFS_Terms.pdf) ("Agreement").

The Agreement terms and conditions may be modified from time to time by Wind River in its sole discretion; provided, however, that the version of the Agreement in effect as of the SOW Effective Date shall govern this SOW. The Agreement is incorporated herein by reference, and all capitalized terms in this SOW not otherwise defined herein shall have the meanings attributed to them in the Agreement. The terms and conditions of this SOW shall supersede any conflicting terms and conditions of the Agreement with respect to the subject matter of this SOW.

### 13.1 Additional Terms

#### 13.1.1 License Rights to Deliverables

Customer's rights in and to the Wind River Owned Deliverables developed under this SOW and accepted by Customer shall be in accordance with the license grants, license restrictions, confidentiality obligations and ownership rights set forth in the license agreement and SOW for the Wind River Standard Product specified in the Software License defined in Section 10 (Wind River Standard Product). For avoidance of any doubt, such Deliverables are not entitled to standard support & maintenance. Except as otherwise provided herein, all terms of the Software License shall apply to the Wind River Owned Deliverables (but specifically excluding indemnity, warranties and standard support and maintenance). All rights not expressly granted to Customer in the Agreement or this SOW are reserved for Wind River and its licensors.

#### 13.1.2 Open Source Software

Nothing in this SOW is intended to restrict the copying, modifying or redistributing of any Mandatory Open Source Software. Customer's and Wind River's rights in and obligations with respect to any Mandatory Open Source Software provided as Customer Supplied Prerequisites or Deliverables shall be governed exclusively by the terms of the applicable Mandatory Open Source Software license.



14 SIGNATURES

Signed and agreed by:

Wind River KK		Mitsubishi Electric Corporation	
Signature:		Signature:	
Name:	Chisa Nakata	Name:	Takumi Okuyama
Title:	President	Title:	General Manager, FA Systems Dept. 2
Date:		Date:	
		Address:	5-1-14 Yada-minami, Higashi-ku, Nagoya-shi, Aichi, 461-8670, Japan