

WIND RIVER SYSTEMS INC

Form SC 14D9

June 11, 2009

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14D-9

(RULE 14d-101)

SOLICITATION/RECOMMENDATION STATEMENT UNDER SECTION 14(d)(4)

OF THE SECURITIES EXCHANGE ACT OF 1934

WIND RIVER SYSTEMS, INC.

(Name of Subject Company)

WIND RIVER SYSTEMS, INC.

(Name of Person Filing Statement)

COMMON STOCK, PAR VALUE \$0.001 PER SHARE

(Title of Class of Securities)

973149107

(CUSIP Number of Class of Securities)

Kenneth R. Klein

President and Chief Executive Officer

500 Wind River Way

Alameda, California 94501

(510) 748-4100

(Name, address and telephone number of person authorized to receive
notice and communications on behalf of the person filing statement)

Copies to:

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Check the box if the filing relates to preliminary communications made before the commencement date of a tender offer.

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Item 1. Subject Company Information

(a) Name and Address.

The name of the subject company is Wind River Systems, Inc., a Delaware corporation (Wind River or the Company). The address of the Company s principal executive offices is 500 Wind River Way, Alameda, California 94501, and the telephone number of the Company s principal executive offices is (510) 748-4100.

(b) Securities.

The title of the class of equity securities to which this Schedule 14D-9 (this Statement) relates is the common stock, \$0.001 par value per share, of the Company (the Common Stock, and also referred to as, the Shares). As of May 31, 2009, there were 76,892,405 shares of Common Stock issued and outstanding.

Item 2. Identity and Background of Filing Person

(a) Name and Address.

The filing person is the Company. The name, business address and business telephone number of the Company are set forth in Item 1 above.

(b) Tender Offer.

This Statement relates to the tender offer by APC II Acquisition Corporation, a Delaware corporation (Purchaser) and a wholly-owned subsidiary of Intel Corporation, a Delaware corporation (Intel or Parent), to purchase all outstanding Shares, including the associated rights to purchase shares of the Company s Series A Junior Participating Preferred Stock (the Rights) issued pursuant to the Amended and Restated Rights Agreement (as defined below), at a price of \$11.50 per Share in cash (the Offer Price), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated June 11, 2009 (the Offer to Purchase), and the related Letter of Transmittal (which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, constitute the Offer). The Offer to Purchase and Letter of Transmittal are filed as Exhibits (a)(1)(i) and (a)(1)(ii) hereto, respectively, and are incorporated herein by reference.

The Offer is described in the Tender Offer Statement on Schedule TO (together with the exhibits thereto, as amended, the Schedule TO), filed by Parent and Purchaser with the Securities and Exchange Commission (the SEC) on June 11, 2009. The Offer was commenced on June 11, 2009 and expires at 12:00 Midnight, New York City time on July 9, 2009, unless it is extended in accordance with its terms. The Offer is conditioned on, among other things, (i) there being validly tendered and not withdrawn before the expiration of the Offer (as it may be extended and re-extended pursuant to the Merger Agreement) that number of Shares equal to 50% of the then outstanding Shares on a fully diluted basis (including all Shares potentially issuable upon the conversion of any convertible securities or upon the exercise of any options, warrants or rights (excluding the Rights), including the Company RSUs (as defined below), in each case, which are convertible or exercisable prior to October 31, 2009 (the Outside Date, provided, however, that the Outside Date is subject to extension until January 29, 2010 under certain circumstances described in the Merger Agreement), but excluding the sum of all Shares subject to the Tender and Support Agreement (as described below) (the Subject Shares) plus the Subject Shares, and (ii) termination or expiration of the waiting period (and any extension thereof) applicable to the Offer under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the HSR Act) and expiration, termination or obtainment of the foreign antitrust and similar regulatory waiting periods, clearances, consents or approvals under the German Act against Restraints on Competition, the Restrictive Trade Practices Laws 5748-1998 of Israel or any other applicable material consents or approvals of any governmental authority. Pursuant to the Merger Agreement, the Company has granted Parent and Purchaser an irrevocable Top-Up Option (as defined below) as described in Item 8(d). If the Parent or Purchaser acquires or controls at least 90% of the Shares, Parent would be obligated to effect a short-form merger as described in Item 8(e).

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The Offer is being made pursuant to an Agreement and Plan of Merger, dated June 4, 2009 (the *Merger Agreement*), by and among the Company, Purchaser and Parent. The Merger Agreement provides, among other things, that following the consummation of the Offer and subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement and in accordance with the relevant portions of the Delaware General Corporation Law (the *DGCL*), Purchaser will merge with and into the Company (the *Merger*) and each Share that is not tendered pursuant to the Offer will be converted into the right to receive cash in an amount per share equal to the Offer Price (or any other per Share price paid in the Offer) without interest and less any required withholding taxes (other than Shares that are held by (i) Purchaser, Parent, the Company or any of their respective subsidiaries, which will be cancelled and cease to exist or (ii) stockholders, if any, who properly exercise their dissenters' rights under the DGCL). Following the effective time of the Merger (the *Effective Time*), the Company will continue as a wholly owned subsidiary of Parent (the *Surviving Corporation*). A copy of the Merger Agreement is filed as Exhibit (e)(1) hereto and incorporated herein by reference.

The Schedule TO states that the address of the principal executive offices of each of Parent and Purchaser is 2200 Mission College Boulevard, Santa Clara, California 95052-8119.

Item 3. Past Contacts, Transactions, Negotiations and Agreements

Except as described in this Statement, in the Information Statement (as defined below) or otherwise incorporated herein by reference, to the knowledge of the Company, as of the date of this Statement, there are no material agreements, arrangements or understandings, nor any actual or potential conflicts of interest, between the Company or its affiliates and (i) the Company's executive officers, directors or affiliates or (ii) Purchaser, Parent or their respective executive officers, directors or affiliates.

(a) Arrangements with Current Executive Officers and Directors of the Company.

Certain executive officers and directors of the Company have interests in the Offer and the Merger, which are described below and in the Information Statement pursuant to Section 14(f) of the Securities Exchange Act of 1934, as amended (the *Exchange Act*), and Rule 14f-1 thereunder (the *Information Statement*) that is attached as Annex A to this Statement and incorporated herein by reference, and which may present them with certain potential conflicts of interest.

The Company's directors and executive officers have entered into, or participate in, as applicable, the various agreements and arrangements discussed below and in the Information Statement. The Board was aware of such agreements and arrangements and any actual or potential conflicts of interest and considered them along with other matters described below in Item 4 in making its recommendation.

In the case of each plan or agreement discussed below or in the Information Statement to which the term *change in control* applies, the consummation of the Offer would constitute a change in control.

Employment Agreements

Kenneth R. Klein, President and Chief Executive Officer

The Company entered into an employment agreement with Kenneth R. Klein, the Company's Chairman, President and Chief Executive Officer, on November 5, 2003 (as amended on October 16, 2008 and January 30, 2009, the *CEO Agreement*). The CEO Agreement will be superseded by a new employment agreement for Mr. Klein, as described below, upon the Acceptance Date (as defined in the Merger Agreement). Under the terms of the CEO Agreement, Mr. Klein was initially entitled to receive an annualized base salary of \$450,000 and an annualized bonus for on-plan performance, as determined by the compensation committee of the Board (the *Compensation Committee*). The Compensation Committee reviews his base salary and determines the criteria for his cash bonus on an annual basis. For fiscal 2009 and 2010, the Compensation Committee set Mr. Klein's base salary at \$682,500 and his cash bonus target percentage at 81% of his annual base salary. Further, under the

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terms of the CEO Agreement, in the event Mr. Klein's employment is terminated other than for Cause (as defined in the CEO Agreement) or if he resigns his employment with Good Reason (as defined in the CEO Agreement) within 12 months of a Change of Control (as defined in the CEO Agreement), Mr. Klein would be entitled to (i) an amount equal to 12 months of his base salary as of his termination date plus an amount equal to 100% of his actual bonus for the fiscal year prior to the fiscal year in which the termination occurs, (ii) reimbursement of the cost of continued health insurance coverage, if elected, for a period of 24 months after termination, and (iii) 100% accelerated vesting and exercisability of all equity awards with respect to the Common Stock. Mr. Klein is also eligible to participate in the Company's Executive Officer Change of Control Incentive Plan, which is described below. Mr. Klein must enter into a release of claims with the Company before he is entitled to receive such benefits and such benefits may be rescinded under certain circumstances if Mr. Klein engages in certain activities that are competitive with the Company within a period of 24 months following his termination of employment.

The new employment agreement for Mr. Klein, which will become effective upon the Acceptance Date, provides for him to serve as President of the Company for a two year period of employment following the Acceptance Date. The Company will pay Mr. Klein a base salary of \$500,000 and he will be eligible to receive an incentive bonus, based on performance objectives for each relevant installment period, subject to a certain stipulated minimum amount payable in four equal installments.

Mr. Klein will no longer be eligible to participate in certain change of control and severance plans sponsored by the Company. Equity awards outstanding as of the Acceptance Date, except certain performance share awards, will be accelerated by a period of two years and will otherwise continue vesting at the prior rate of vesting. Outstanding performance share awards will have revised vesting terms and will vest going forward based on Mr. Klein's projected period of employment.

Mr. Klein will be eligible to receive a lump sum retention bonus if he continues his employment with the Company through the one-year anniversary of the Acceptance Date and meets certain performance goals (the First Klein Retention Date). The first retention bonus can be up to \$2,000,000. Mr. Klein will also be eligible to receive a lump sum retention bonus if he continues his employment with the Company through the two-year anniversary of the Acceptance Date and meets certain performance goals (the Second Klein Retention Date). The second retention bonus can be up to \$3,000,000.

If Mr. Klein is terminated during the two-year period following the Acceptance Date as a result of an Involuntary Termination (as defined in Mr. Klein's employment agreement) or if he resigns his employment for Good Reason (as defined in Mr. Klein's employment agreement), Mr. Klein, subject to signing and not revoking a full release of claims in favor of the Company, will receive: (i) an amount equal to the base salary actually paid to Mr. Klein for the 18-month period prior to his severance date (which amount will not be less than a certain prescribed amount), (ii) the difference between (x) 150% of the target bonus for the fiscal year in which the termination occurs and (y) any amount of the bonus already received by Mr. Klein during the fiscal year in which the termination occurs on account of such fiscal year (e.g., quarterly bonus amounts already paid), (iii) an amount equal to the actual bonus paid for the fiscal year prior to the fiscal year in which the termination occurs, pro-rated according to the number of months Mr. Klein is employed by the Company during the year in which the termination occurs, (iv) reimbursement for up to 18 months for premiums related to continued group health coverage under COBRA, (v) full vesting as to any awards outstanding as of the Acceptance Date that remain outstanding on his severance date, and (vi) either the first retention bonus if Mr. Klein's termination occurs prior to the First Klein Retention Date, determined based on the actual achievement of the applicable performance goals and pro-rated on based on how long Mr. Klein has worked prior to the First Klein Retention Date, or the second retention bonus if Mr. Klein's termination occurs after the First Klein Retention Date, but prior to the Second Klein Retention Date, determined based on the actual achievement of the applicable performance goals and pro-rated based on how long Mr. Klein has worked after the First Klein Retention Date. Mr. Klein is subject to certain confidentiality, privacy, invention assignment, and non-solicitation provisions following any termination of employment.

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The foregoing summary of Mr. Klein's new employment agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the employment agreement attached as Exhibit (e)(6) hereto and incorporated herein by reference.

The Company, Parent and Kenneth R. Klein entered into a Non-Competition Agreement on June 4, 2009 (the "Non-Compete"), which will become effective upon the Acceptance Date. The Non-Compete provides that for a period of three years from Mr. Klein's termination of employment with the Company for any reason (the "Restricted Period"), Mr. Klein shall not directly or indirectly engage or participate in the development of any technologies, products or services relating to the operating systems, middleware and software development tools for use in or with non-enterprise products (whether as an employee, agent, consultant, advisor, independent contractor, proprietor, principal, partner, stockholder, trustee, officer or director) or have an ownership or financial interest (except for ownership of a de minimus amount of any publicly held entity or privately-held entity) in any person engaged in the Company's Business (as defined in the Non-Compete), anywhere in the world in which the Company is currently engaged in business or otherwise proposing to or targeting to distribute, license or sell its products, services or technologies. Furthermore, Mr. Klein shall not, directly or indirectly, solicit or take any action designed to induce an employee to terminate such employee's relationship with the Company or engage in any competitive behavior described above for the Restricted Period.

Ian R. Halifax, Senior Vice President of Finance and Administration, Chief Financial Officer and Secretary

The Company entered into an offer letter with Ian Halifax, the Company's Senior Vice President of Finance and Administration, Chief Financial Officer and Secretary, on January 30, 2007 (as amended on October 16, 2008, the "CFO Offer"). The CFO Offer will be superseded by the new employment agreement for Mr. Halifax, as described below, upon the Acceptance Date. For fiscal 2009 and fiscal 2010, the Compensation Committee set Mr. Halifax's base salary at \$400,000 and his cash bonus target percentage at 50% of his annual base salary. Under the terms of the CFO Offer, if on or after a change of control of the Company, Mr. Halifax remains employed by the Company or an acquiror of the Company for a period of time of up to six months as designated by the acquiror, or his employment is terminated without Cause (as defined in the CFO Offer) during such period of time, or he voluntarily terminates his employment for Good Reason (as defined in the CFO Offer), then he would be entitled to 12 months base salary plus 100% of his actual bonus for the prior fiscal year, reimbursement of health insurance costs for 24 months and accelerated vesting of all of his equity awards. Mr. Halifax is also eligible to participate in the Company's Executive Officers' Change of Control Incentive Plan and the Company's Vice-Presidents' Severance Benefit Plan, as amended, which are described below. Mr. Halifax must enter into a release of claims with the Company before he is entitled to receive such benefits and such benefits may be rescinded under certain circumstances if Mr. Halifax engages in certain activities that are competitive with the Company within a period of 24 months following his termination of employment.

The new employment agreement for Mr. Halifax, which will become effective upon the Acceptance Date, provides for a one year period of employment following the Acceptance Date during which time he will render transition services to the Company. The Company will pay Mr. Halifax a base salary of \$400,000 and he will be eligible to receive an annual incentive bonus payable in two installments based on performance objectives for each relevant installment period.

Mr. Halifax will no longer be eligible to participate in certain change of control and severance plans sponsored by the Company. Equity awards outstanding as of the Acceptance Date, including certain nonplan stock option grants, will be accelerated by a period of one year and will otherwise continue vesting at the prior rate of vesting.

Mr. Halifax will be eligible to receive a lump sum retention bonus if he continues his employment with the Company through the six-month anniversary of the Acceptance Date (the "First Halifax Retention Date"). The first retention bonus is equal to 12 months' base salary as in effect on such date, plus an amount equal to the actual bonus Mr. Halifax received in the prior fiscal year, and his equity awards that were outstanding as of the Acceptance Date that remain outstanding will fully vest.

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Mr. Halifax will also be eligible to receive a second retention bonus if he is employed by the Company through the one-year anniversary of the Acceptance Date or on the earlier successful completion of a transition period as determined by the Company or Parent (the Second Halifax Retention Date). The second retention bonus is payable in a lump sum and is equal to a cash payment in the amount of the base salary earned by Mr. Halifax from the Acceptance Date through the Second Halifax Retention Date plus an amount equal to \$200,000, which will be pro-rated to the extent Mr. Halifax has not been employed for a full year on the Second Halifax Retention Date.

If Mr. Halifax is terminated before the First Halifax Retention Date as a result of an Involuntary Termination (as defined in Mr. Halifax s employment agreement) or if he resigns his employment for Good Reason (as defined in Mr. Halifax s employment agreement), Mr. Halifax, subject to signing and not revoking a full release of claims in favor of the Company, will receive (i) the first retention bonus, (ii) the total annual incentive bonus for the year in which termination occurs, which will be pro-rated based on how long Mr. Halifax has worked in the year of termination, and (iii) reimbursement for up to 18 months for premiums related to continued group health coverage under COBRA.

If Mr. Halifax is terminated after the First Halifax Retention Date, but before the Second Halifax Retention Date, as a result of an Involuntary Termination (as defined in Mr. Halifax s employment agreement) or if he resigns his employment for Good Reason (as defined in Mr. Halifax s employment agreement), Mr. Halifax, subject to signing and not revoking a full release of claims in favor of the Company, will receive (i) a cash payment equal to the amount of the base salary earned by Mr. Halifax since the Acceptance Date through the date of severance, (ii) the total annual incentive bonus for the year in which termination occurs minus any bonus actually paid, which will be pro-rated based on how long Mr. Halifax has worked in the year of termination, and (iii) the second retention bonus, pro-rated based on how long Mr. Halifax has worked following the First Halifax Retention Date. Mr. Halifax is subject to certain confidentiality, privacy, invention assignment, and non-solicitation provisions following any termination of employment.

The foregoing summary of Mr. Halifax s employment agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the employment agreement attached as Exhibit (e)(10) hereto and incorporated herein by reference.

Executive Officers Change of Control Incentive and Severance Benefit Plan

In November 1995, the Compensation Committee adopted the Executive Officers Change of Control Incentive and Severance Benefit Plan (as amended and restated on January 30, 2009, the Change of Control Plan) to provide an incentive to the Company s officers with the title of Vice President or above in the event of certain change of control transactions, and severance benefits in the event of certain terminations of employment within 12 months of the change of control. In October 2008, the Change of Control Plan was amended primarily (i) to bring the plan into compliance with Section 409A and (ii) to address the treatment of outstanding restricted stock units under the plan in a manner consistent with the treatment of outstanding stock options under the plan. In January 2009, the Change of Control Plan was further amended to replace certain golden parachute excise tax gross-up provisions with best results golden parachute excise tax provisions.

Under the terms of the Merger Agreement, the Company to the extent permitted by applicable law shall amend the Change of Control Plan effective immediately prior to the Acceptance Date to provide that (a) from and after the first date on which any particular Share is accepted for payment and paid for pursuant to the Offer, no compensation will be payable, and no benefits will be triggered under such plan, in connection with the termination of employment of any participant for good reason, constructive termination or any term of similar import, (b) no provision of such plan shall result in the acceleration of vesting, exercisability or settlement of any stock option, restricted stock unit or other equity based award that is not outstanding at the Effective Time, (c) commissions and management bonus payments be in the definition of compensation used to calculate benefits payable under such plan, and (d) until the first anniversary of the Effective Time, Parent may

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not, and may not cause the Surviving Company to, terminate the Change of Control Plan or to amend such plan to reduce the benefits payable or potentially payable to eligible employees employed at the Effective Time under the terms of such plan in effect as of immediately prior to the Effective Time.

However, until the Change of Control Plan is amended pursuant to the Merger Agreement or if the transactions contemplated by the Merger Agreement are not completed, the current Change of Control Plan controls in the event of a change of control. Upon the occurrence of a change of control, all eligible officers will receive acceleration of vesting for all equity awards that otherwise would have vested within one year of the date of the change of control. In addition, as mentioned above, Messrs. Klein and Halifax are no longer eligible to participate in the Change of Control Plan, effective as of the Acceptance Date.

If an eligible officer is terminated without Cause or voluntarily terminates with Good Reason (as each term is defined in the Change of Control Plan) within 12 months after a change of control, the officer will receive continuing compensation and targeted bonus amounts for a benefit period of 12 months after termination (18 months in the case of the Chief Executive Officer), a bonus in respect of the year of termination equal to a pro-rated amount of the officer's prior year bonus, reimbursement of health insurance costs for a benefit period of 12 months (18 months in the case of the Chief Executive Officer), and accelerated vesting of equity awards that otherwise would vest within one year of the date of termination.

In the event that any benefits payable to an officer pursuant to the plan constitute parachute payments within the meaning of Section 280G of the Internal Revenue Code or would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code, then the officer's benefits shall be either delivered in full or delivered as to such lesser extent which would result in no portion of such benefits being subject to such tax provisions, whichever of the foregoing amounts results in the receipt by the officer of the greatest amount of benefits on an after-tax basis.

Any benefits payable to an eligible officer under the Change of Control Plan are offset, to the maximum extent permitted by law, by any severance benefits payable by the Company to such officer under any other arrangement covering the individual.

Vice Presidents' Severance Benefit Plan

In May 2001, the Compensation Committee adopted the Vice Presidents' Severance Benefit Plan (as amended, the Severance Plan) to provide for the payment of severance benefits to certain eligible employees whose employment with the Company is involuntarily terminated. In October 2008, the Compensation Committee approved certain amendments to the Severance Plan primarily to bring the plan into compliance with Section 409A.

Under the terms of the Merger Agreement, the Company to the extent permitted by applicable law shall amend the Severance Plan effective immediately prior to the Acceptance Date to provide that (a) from and after the first date on which any particular Share is accepted for payment and paid for pursuant to the Offer, no compensation will be payable, and no benefits will be triggered under such plan, in connection with the termination of employment of any participant for good reason, constructive termination or any term of similar import, and (b) no provision of such plan shall result in the acceleration of vesting, exercisability or settlement of any stock option, restricted stock unit or other equity based award that is not outstanding at the Effective Time.

However, until the Severance Plan is amended pursuant to the Merger Agreement or if the transactions contemplated by the Merger Agreement are not completed, the current Severance Plan controls in the event of a change of control. Eligible employees under the Severance Plan are vice president level or above. However, the Chairman of the Board and the Chief Executive Officer are not eligible to participate in the Severance Plan, and as mentioned above, Mr. Halifax is no longer eligible to participate in the Severance Plan effective as of the

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Acceptance Date. Employees who are eligible for benefits under the Change of Control Plan are not eligible under the Severance Plan, with the result that the Severance Plan shall have no eligible employees for a period of 12 months following a Change of Control as such term is defined in the Change of Control Plan. The Severance Plan provides that the Company will (i) make a cash lump sum payment equal to 26 weeks of base salary and (ii) pay the first six months COBRA continuation coverage premium on behalf of the employee, if the employee elects COBRA continuation coverage. All other non-health benefits will terminate as of the employee's termination date.

In order to receive benefits, an employee must execute a general waiver and release, as well as a non-competition agreement where applicable. Additionally, no employee is eligible for benefits under the Severance Plan if the employee is involuntarily terminated for reasons related to job performance or if the employee voluntarily terminates his or her employment, including by resignation, retirement or failure to return from a leave of absence as scheduled. An employee who has executed an individually negotiated employment contract or agreement with the Company relating to severance benefits that is in effect on his or her termination date is not eligible for benefits under the Severance Plan, except to the extent additional benefits are available under the Severance Plan that are not provided in his or her individually negotiated agreement.

Potential Payments upon Involuntary Termination without Cause after Change of Control

The following table sets forth the approximate payments and/or benefits that would be owed to each of the Company's named executive officers upon involuntary termination of employment without Cause after a change of control, assuming that the Change of Control Plan and Severance Plan are amended as required by the Merger Agreement and the triggering event took place on May 31, 2009, at the Offer Price of \$11.50 per share of Common Stock. Because of the arrangements set forth in their new employment agreements as described above, information with respect to Messrs. Klein and Halifax is not presented. The figures below include, among other payments and benefits, the dollar value of projected pre-tax proceeds upon exercise of the accelerated portion of vested, in-the-money stock options and the accelerated portion of restricted stock units, on May 31, 2009 and assuming 24 months acceleration of all outstanding equity awards granted to Messrs. Artt, Bruggeman and Mainz in connection with their involuntary termination without Cause following a Change of Control (as such terms are defined in the Executive Officers' Change of Control Incentive and Severance Benefit Plan).

Damian G. Artt	\$ 1,914,564
John J. Bruggeman	\$ 1,494,722
Barry R. Mainz	\$ 1,558,563
Total	\$ 4,967,849

Cash Consideration Payable Pursuant to the Offer

Cash Consideration for Shares: If the Company's directors and executive officers were to tender any Shares they own for purchase pursuant to the Offer, they would receive the same cash consideration on the same terms and conditions as the other stockholders of the Company. As of May 31, 2009, the Company's directors and executive officers owned 8,636,560 Shares in the aggregate (excluding options to purchase Shares, Company RSUs and performance shares). If the directors and executive officers were to tender all of their Shares for purchase pursuant to the Offer and those Shares were accepted for purchase and purchased by Purchaser, the directors and executive officers would receive an aggregate of \$99,320,440 in cash.

Cash Consideration for Options: As of May 31, 2009, the Company's directors and executive officers held options to purchase 7,378,865 Shares in the aggregate, 6,353,489 of which were vested and exercisable as of that date, with exercise prices ranging from \$2.98 to \$43.25 and an aggregate weighted average exercise price of \$10.73 per Share. Pursuant to, and as described further in, the Merger Agreement, each outstanding option to purchase Common Stock held by an employee (who remains an employee of the Company or is retained as an employee by Parent or any of its subsidiaries) (a Continuing Option) will be assumed by Parent and subject to

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the same terms and conditions of such option immediately prior to Parent's assumption, except that the option will be exercisable for a proportionate number of shares of common stock of Parent ("Parent Common Stock") and the options exercise price shall be adjusted accordingly. An option shall not be considered a Continuing Option if the option is subject to the laws of a non-U.S. jurisdiction and Parent determines the option may not be converted into a Continuing Option under certain circumstances set forth in the Merger Agreement.

Each outstanding option to purchase Common Stock that is not a Continuing Option shall in each case be cancelled at the Effective Time and shall be converted automatically into the right to receive, as soon as practicable after the Effective Time, an amount in cash as described in the Merger Agreement. As a result, based on the number of options to purchase shares held on May 31, 2009, if all options are cashed out, the executive officers and directors would be entitled to receive a payment of \$11,187,950 in the aggregate for all options held by such executive officers and directors (net of the applicable exercise price and not considering any acceleration of vesting in connection with the change of control).

Cash Consideration for RSUs and Performance Shares: As of May 31, 2009, the Company's directors and executive officers held outstanding restricted stock units and/or performance shares covering 1,513,925 Shares in the aggregate. Under the terms of, and as further described in, the Merger Agreement, each outstanding restricted stock unit or performance share (such restricted stock units and performance shares, the "Company RSUs") that is then outstanding, unvested and held by an employee (who remains an employee of the Company or is retained as an employee by Parent or any of its subsidiary) (a "Continuing RSU") will be assumed by Parent and subject to the same terms and conditions of such Company RSU prior to Parent's assumption, except that such Company RSU will cover a proportionate number of shares of Parent's Common Stock. A Company RSU shall not be considered a Continuing RSU if the Company RSU is subject to the laws of a non-U.S. jurisdiction and Parent determines the Company RSU may not be converted into a Continuing RSU under certain circumstances set forth in the Merger Agreement.

Each Company RSU (or any portion thereof) that vests and becomes settlable by its terms at the Effective Time will not be assumed but will instead be converted into the right to receive, in exchange for the cancellation of such Company RSU (or portion thereof), an amount in cash, without interest, equal to the Offer Price multiplied by the number of shares of Common Stock subject to such Company RSU (or settlable portion thereof) immediately prior to the Effective Time. Additionally, by virtue of the Merger and without any action on the part of the Company, Parent, Purchaser or the holders of Company RSUs, each Company RSU that is outstanding prior to the Effective Time and not assumed by Parent shall be cancelled at the Effective Time and converted into cash as described in the Merger Agreement. In addition, upon a change of control, the grants to non-employee directors pursuant to the automatic grant provisions of the 2005 Equity Incentive Plan will immediately vest in full. Therefore, the 108,000 Company RSUs granted on April 1, 2009 to the non-employee directors will accelerate on the Acceptance Date.

Indemnification; Insurance

Section 145 of the DGCL permits a corporation to include in its charter documents, and in agreements between the corporation and its directors and officers, provisions expanding the scope of indemnification beyond that specifically provided by current law. The Company's Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") provides that directors shall, to the full extent not prohibited by the DGCL, as the same exists or may hereafter be amended, not be liable to the Company or its stockholders for monetary damages for breach of his or her fiduciary duty as a director. The Company's Bylaws provides for the indemnification of officers and directors to the fullest extent not prohibited by the DGCL or any other applicable law; provided, however, that the Company may modify the extent of such indemnification by individual contracts with its directors and officers; and, provided, further, that the Company shall not be required to indemnify any director or executive officer in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board of Directors of the Company, (iii) such indemnification is provided by the Company, in its sole discretion,

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pursuant to the powers vested in the Company under the DGCL or any other applicable law or (iv) such indemnification is otherwise required to be made under the Bylaws. The Company has entered into indemnification agreements with each of its current directors and executive officers in the form attached hereto as Exhibit (e)(13).

The Company's directors and officers are entitled under the Merger Agreement to continued indemnification and insurance coverage as provided in the Merger Agreement. For additional information regarding these arrangements, see the summary of the Merger Agreement contained in the Offer to Purchase, a copy of which is filed as Exhibit (a)(1) hereto and is incorporated herein by reference.

(b) Arrangements with Purchaser and Parent

The Merger Agreement and Tender and Support Agreement

The summaries of the Merger Agreement and the Tender and Support Agreements with Parent, Purchaser and certain of the Company's stockholders (the Stockholders), dated June 4, 2009 (the Tender and Support Agreement) contained in Section 11 of the Offer to Purchase and the description of the conditions of the Offer contained in Section 15 of the Offer to Purchase are incorporated herein by reference. Such summaries and descriptions are qualified in their entirety by reference to the Merger Agreement and the Tender and Support Agreement.

Item 4. The Solicitation or Recommendation

(a) The Board's Recommendation

At a meeting held on June 3, 2009, the Board of Directors of the Company (the Board), by unanimous vote of all of its directors, (i) determined that the Merger Agreement and the transactions contemplated thereby (including the Offer and the Merger) are advisable and are fair to and in the best interests of the Company's stockholders, (ii) approved and adopted the Merger Agreement, the Tender and Support Agreement, and the transactions contemplated thereby (including the Offer and the Merger), which approvals constituted approval under Section 203 of the DGCL and the First Amendment (as defined below), and (iii) recommended that the Company's stockholders accept the Offer and tender their Shares pursuant to the Offer.

Accordingly, the Board unanimously recommends that the Company's stockholders accept the Offer and tender their Shares pursuant to the Offer.

A letter to stockholders communicating the recommendation of the Board and the press release issued by the Company announcing the execution of the Merger Agreement are filed as Exhibits (a)(2)(i) and (a)(2)(iii) hereto, respectively, and are incorporated herein by reference.

(b) Background and Reasons for the Board's Recommendation

Background of the Offer

As part of the ongoing management and oversight of Wind River's business, the Board and management regularly discuss and evaluate the strategic direction, long-term goals, performance and prospects of the Company. In the course of these discussions, the Board and senior management have reviewed various strategic alternatives involving possible business combinations or other commercial transactions that could complement and enhance Wind River's competitive strengths and market position, and regularly reviewed Wind River's prospects as an independent company. In this regard, the senior management of Wind River from time to time communicated informally with, and was approached by, representatives of other companies whose businesses relate to, or who are otherwise interested in, the software industry regarding industry and market trends, strategic direction and the potential benefits of possible business combinations or other commercial transactions.

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Wind River and Intel sell complementary products and services and have worked together in various capacities over the years. The companies have had a long-standing relationship focused primarily on the Intel Embedded Computing Group, in which Wind River has made its products operable with Intel Architecture and XScale family of processors. This collaboration has been on-going for more than a decade and across various functions within the organizations, including engineering, marketing and sales. Since 2007, Wind River has been engaged in a number of other initiatives with Intel, including developing a new In-Vehicle Infotainment platform with joint customers, developing support for Mobile Internet Devices in collaboration with Intel's Ultra Mobility Group, and, more recently, pursuing a multi-party initiative around Moblin, an open source project to develop operating system software for mobile devices. Both Intel and Wind River view the relationship between the two companies as strategic.

In late 2007 and early 2008, in connection with discussions relating to a commercial transaction, representatives of Wind River and Intel communicated several times by telephone and in person to discuss a potential equity investment by Intel in Wind River, with such discussions being placed on hold in April 2008. The possibility of an acquisition of Wind River by Intel was not discussed during the course of these discussions.

On November 12, 2008 and on December 9, 2008, Kenneth Klein, Wind River's Chief Executive Officer, President and Chairman of the Board, met with Renee James, Vice President and General Manager of Intel's Software and Services Group, to discuss potential strategic commercial opportunities between Wind River and Intel.

In November 2008, Ian Halifax, Wind River's Senior Vice President of Finance and Administration, Chief Financial Officer and Secretary, engaged in strategic discussions and attended a meeting with senior executives of Company A. The discussions focused on strategic interests and the potential for a strategic transaction with Company A, including specific rationale and structuring alternatives for a strategic transaction. These contacts continued through March 2009, during which period Wind River's senior management engaged in several telephonic conversations with representatives of Company A to discuss a possible strategic transaction, although no formal offer ever materialized.

On January 28, 2009, Mr. Klein met with Ms. James in San Francisco and they were joined by Paul Otellini, President and Chief Executive Officer of Intel, at which time they discussed a potential acquisition of Wind River by Intel.

On February 3, 2009, Arvind Sodhani, Executive Vice President of Intel and President of Intel Capital, telephoned Mr. Klein, expressing an interest in potentially pursuing an acquisition of Wind River. Following this conversation, representatives of Intel negotiated a mutual confidentiality agreement with Wind River's in-house counsel and outside legal counsel, Wilson Sonsini Goodrich & Rosati (Wilson Sonsini).

In February 2009, Mr. Klein contacted Goldman, Sachs & Co. (Goldman Sachs), with which Wind River had an investment banking relationship, to discuss hiring Goldman Sachs as Wind River's financial advisor for a potential strategic transaction.

On February 10, 2009, the Board convened telephonically with representatives from Goldman Sachs and Wilson Sonsini to discuss a potential transaction with Intel. Mr. Klein reviewed the discussions with representatives of Intel to date. The Board, Wind River's senior management and representatives of Goldman Sachs and Wilson Sonsini discussed Intel's potential interest in Wind River in light of the then-current mergers and acquisitions market backdrop; Wind River's products and services; public trading comparables; and reviews of potential strategic partners. After the representatives of Goldman Sachs departed the call, the Board reviewed the draft engagement letter of Goldman Sachs, approved the terms of the letter, and discussed potential strategic alternatives to an acquisition of Wind River by Intel. The Board ultimately agreed to authorize management to continue discussions with Intel.

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On February 11, 2009, Wind River entered into the mutual confidentiality agreement with Intel.

On February 12, 2009, Wind River entered into the previously approved engagement letter with Goldman Sachs to act as its exclusive financial advisor in connection with the possible sale of all or a portion of Wind River's assets or outstanding stock.

On February 17, 2009, an initial telephonic meeting was held between senior management of Wind River and representatives of Intel, during which Intel commenced its preliminary due diligence investigation of Wind River. Then, on February 19, 2009, a due diligence session was held at the offices of Wilson Sonsini in San Francisco, California, with members of Wind River's management, along with representatives of Wilson Sonsini and Goldman Sachs, and a number of representatives of Intel, to provide Intel with a business and financial overview of Wind River. During the remainder of February 2009, Intel's representatives requested and were provided with additional information from Wind River responsive to Intel's business, financial and legal due diligence requests.

On February 24, 2009, Mr. Klein and other members of the Company's senior management, along with representatives of Goldman Sachs, met with Mr. Sodhani, Ms. James and other representatives of Intel to discuss the visions of both companies and strategic aspects of a possible acquisition of Wind River by Intel.

On February 26, 2009, Mr. Klein and a representative of Goldman Sachs engaged in separate telephone conferences with each of Mr. Sodhani and another representative of Intel, respectively, to discuss Intel's preliminary valuation of Wind River which was based on the results of its due diligence review and evaluation to date, and subject to further diligence. Wind River and Intel had differing views on the value of Wind River. Mr. Klein acknowledged Intel's interest in acquiring Wind River, but informed Intel that the preliminary valuation by Intel could prevent Wind River from moving forward with a potential acquisition by Intel.

Also throughout February 2009, Mr. Klein, other representatives of senior management of Wind River, and representatives of Goldman Sachs, were instructed by the Board to contact several potential strategic partners. These representatives made contact with several such companies. While these contacts continued into March 2009, no meaningful acquisition proposals resulted.

On March 3, 2009, Mr. Klein and Ms. James of Intel had a telephone conversation to follow up on the conversations of the week before and in which Ms. James conveyed the continued interest of Intel in an acquisition. They then discussed the need to work on determining the potential synergies in a combination of Wind River and Intel.

On March 11, 2009, Mr. Klein and Ms. James discussed telephonically a revised offer that Intel planned to send to Wind River the following day but did not discuss price.

On the evening of March 12, 2009, Mr. Sodhani of Intel sent a letter addressed to Messrs. Klein and Harvey Jones, the lead independent director on the Board, in which Intel stated that it was prepared to acquire the Company at a price per share of \$8.50 in cash (a premium of approximately 31% over the closing price of Wind River's shares on Nasdaq of \$6.51 on that day). The letter stated that the offer would remain open until the close of business on March 19, 2009. Management and members of the Board discussed the proposal in a number of telephonic conversations and other communications throughout the course of the next few days. The consensus of management and the Board was that Wind River was worth more to Intel and to its stockholders than the \$8.50 per share price proposed by Intel.

On March 14, 2009, a representative of each of Goldman Sachs and Intel spoke on the telephone to further discuss a possible acquisition of Wind River, including discussions on price, and the fact that Wind River was not interested in continuing discussions with Intel based on the price offered in the Intel letter of March 12, 2009.

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During March and April 2009, members of Wind River's senior management, along with representatives from Goldman Sachs, met with members of management of Company B to discuss potential opportunities for strategic transactions. Throughout the month, representatives of Goldman Sachs engaged in several additional calls with representatives of Company B regarding potential strategic transactions, culminating in a representative of Company B indicating to representatives of Goldman Sachs that Company B was not interested in acquiring all of Wind River, but would consider acquiring a portion of Wind River's business.

During March and April 2009, members of Wind River's senior management, along with representatives of Goldman Sachs, also met with senior management of a handful of other industry participants to discuss market trends and potential strategic transactions between Wind River and these other companies. However, Wind River did not receive any indication of interest for a strategic acquisition as a result of these contacts.

On March 26, 2009, at a regularly scheduled meeting of the Board, attended by representatives of Wilson Sonsini and Goldman Sachs, the members of the Board and Wind River's senior management received an update from Goldman Sachs with respect to the sale process and market perspectives. The Board discussed the financial and strategic aspects of a possible transaction with certain of the companies with which Wind River had discussions to that point, and the fiduciary duties of the Board in evaluating these alternatives and related matters.

On April 14, 2009, representatives of Credit Suisse, a financial advisor acting on behalf of Intel, contacted Mr. Jones, the lead independent director of Wind River, to discuss the re-engagement of Wind River with respect to a potential acquisition by Intel. Mr. Jones relayed this information to Mr. Klein and representatives from Goldman Sachs.

Shortly thereafter, Mr. Klein communicated to the other members of the Board the content of the discussion between Credit Suisse and Mr. Jones. The Board determined that representatives from Goldman Sachs should engage Credit Suisse in a discussion about the financial and strategic aspects of a potential acquisition of Wind River by Intel.

On April 21, 2009, representatives of Goldman Sachs met with representatives of Credit Suisse to discuss a potential acquisition of Wind River by Intel, including a discussion regarding valuation, as well as the rationale for entering into such a transaction. In this meeting, Credit Suisse expressed Intel's desire to consummate a transaction.

On April 22, 2009, a representative of Goldman Sachs engaged in a telephonic conversation with a representative of Credit Suisse to follow up on certain points and issues raised during the prior day's meeting.

On April 29, 2009, Mr. Klein met with Ms. James of Intel to re-commence discussions regarding a potential acquisition of Wind River. The parties also spoke on May 4, 2009, to discuss Intel's interest in pursuing an acquisition.

In the early evening of May 7, 2009, Intel sent a letter to Mr. Klein whereby Intel offered to acquire all the shares of Wind River at a price of \$11.00 per share, which represented a 54% premium to the closing price of \$7.12 per share on May 7, 2009. The letter stated that Intel's offer was subject to certain conditions, including Wind River entering into an exclusivity agreement with Intel prior to any further negotiations. Intel indicated that the offer would be open only until the close of business on May 14, 2009. Later in the evening, Mr. Klein engaged in a telephonic conversation with Ms. James regarding the May 7, 2009 letter, including the details of the offer and proposals for moving forward.

The Board then convened a special telephonic meeting during the morning of Friday, May 8, 2009, with Mr. Klein leading a discussion of the status of the Company's core business and the Company's current, historical and projected financial condition. Messrs. Klein and Halifax reviewed several strategic alternatives for

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the Board's consideration, including: a stand-alone strategy by Wind River; an accretive acquisition strategy; a possible combination with Intel; and possible combinations with other prospective acquirors. Mr. Klein then presented several possible scenarios regarding Wind River's financial position and stock performance in connection with the various strategic alternatives discussed, including a stand-alone strategy. Mr. Klein then led the Board in a discussion of the specific terms of Intel's offer. Representatives of Goldman Sachs and Wilson Sonsini provided advice on and analyses of the offer and the Board's fiduciary duties in responding to it, respectively. After deliberation and discussion, the Board unanimously determined that it would be prepared to discuss the sale of Wind River at a price of \$12.50 per share in cash.

After the Board meeting, on May 8, 2009, Mr. Halifax sent a letter to Mr. Sodhani at Intel declining Intel's offer of \$11.00 per share, but indicating that Wind River would be willing to engage with Intel in an all cash transaction at a purchase price of \$12.50 per share. Also in the letter, Mr. Halifax requested a response from Intel by the end of the day in anticipation of a Board call later that evening.

On May 8, 2009, Mr. Klein spoke with Ms. James, and Mr. Halifax spoke with Mr. Sodhani, respectively, concerning the possible acquisition, including a discussion of price, other operational aspects of a transaction between Intel and Wind River and potential communications to customers and strategic partners were a transaction to be announced.

By the early evening of May 8, 2009, Intel responded to Wind River's counter offer with a letter to Mr. Klein from Mr. Sodhani reaffirming Intel's offer price of \$11.00 and the other transaction terms set forth in the Intel letter of May 7, 2009. The letter also indicated that Intel would be flexible with respect to the type of consideration in the transaction, offering all cash, all Intel stock or a combination of the two.

On the evening of May 8, 2009, the Board held a telephonic meeting to discuss the Intel offer. Representatives of Wilson Sonsini and Goldman Sachs were present at the meeting. The Board discussed issues relating to how the current proposal compared to a stand-alone strategy by Wind River and other possible alternatives, as well as the likelihood of an alternative proposal. In order to better assess the proposal, the Board requested that management and Goldman Sachs present additional analysis at the next meeting of the Board, which was scheduled for the evening of May 11, 2009.

On May 11, 2009, at a special meeting of the Board held in person, Mr. Klein updated the Board on the negotiations with Intel on the terms of the potential acquisition. A discussion then ensued among the Board, Wind River's senior management and representatives of Wilson Sonsini and Goldman Sachs regarding Goldman Sachs' financial analysis of the proposed transaction, as well as the status of contacts with, and feedback from, various other possible strategic partners. The Board then discussed whether negotiations with Intel should continue, and if so, whether to enter into an exclusivity agreement with Intel; a review of the financial community's expectations of Wind River's stock performance; the upcoming earnings release and expected financial results for the quarter and the year; future stock price analysis under various scenarios; and other matters. Then, a representative of Wilson Sonsini gave a detailed presentation of the Board's fiduciary duties in light of the proposal by Intel of a strategic acquisition, and other considerations. After much deliberation and discussion, the Board authorized management and Goldman Sachs to make a counter offer to Intel in the amount of no less than \$11.50 per share, in an all cash transaction, and to indicate to Intel the Company's willingness to enter into an exclusivity agreement with Intel at that price.

Later in the evening of May 11, 2009, a representative of Goldman Sachs called Mr. Sodhani and indicated that Wind River would not go forward with the transaction as proposed by Intel, but would pursue a transaction with Intel at \$11.50 per share.

On May 12, 2009, representatives of Intel confirmed in a telephonic conversation with representatives of Goldman Sachs the willingness of Intel to accept Wind River's proposal to acquire Wind River at a purchase price of \$11.50 per share and confirmed that Wind River would enter into an exclusivity agreement. After

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substantial negotiations, the parties executed an exclusivity agreement on May 14, 2009 with an exclusive period through 11:59 p.m. on May 30, 2009, subject to automatic extensions of 24 hours at a time, unless one party notified the other that it wished to terminate the exclusivity agreement rather than grant an additional 24-hour extension. Wind River and Intel re-engaged on due diligence regarding the proposed acquisition.

Between May 14, 2009 and June 3, 2009, Intel continued its due diligence investigation of Wind River. A due diligence session was conducted on Saturday, May 16, 2009, at the San Francisco offices of Morrison & Foerster LLP (Morrison & Foerster), Intel's legal counsel. Numerous business, financial, legal, technical, communications and other presentations occurred in the following two and a half weeks, mostly at the San Francisco offices of Morrison & Foerster or telephonically, involving the management teams of Wind River and of Intel. Representatives of Goldman Sachs, Credit Suisse, Wilson Sonsini and Morrison & Foerster and other advisors and accountants of each side also participated in various of these meetings.

On the night of May 20, 2009, Morrison & Foerster sent the first draft of the Merger Agreement to Wilson Sonsini. Over the course of the next several days, Wilson Sonsini discussed the Merger Agreement with Wind River and its other advisors and prepared a response. Among other matters, Wind River focused on certainty of closing, Intel's regulatory commitment to the transaction, the fiduciary-out standards proposed in the Merger Agreement in the event of any superior bids, and the ability of Wind River's management to run the business effectively in the period between signing definitive documents and consummating the proposed transaction.

Over the next several days, Wilson Sonsini and Morrison & Foerster exchanged written drafts of the Merger Agreement. On May 28, 2009 and over the following days, attorneys from each of Intel, Morrison & Foerster, Wind River and Wilson Sonsini had various calls to discuss a number of the provisions of the Merger Agreement, including those issues considered by Wind River to be the material open issues, such as certain tender offer conditions, fiduciary termination rights, certain representations, regulatory matters, interim covenants and other matters.

Various telephonic conversations continued among the parties over May 29 and 30, 2009, regarding the terms of the Merger Agreement, due diligence and other transaction issues.

On May 30, 2009, at a special telephonic meeting of the Board, Messrs. Klein and Halifax, and representatives of Wilson Sonsini and Goldman Sachs, provided the Board with an update on the status of the proposed transaction with Intel and reviewed in detail with the Board the material terms and conditions in the Merger Agreement still to be negotiated and resolved with Intel. The Board carefully weighed the interests of Wind River and its Company's stockholders with respect to the matters discussed. A representative of Wilson Sonsini then reviewed with the Board once again its fiduciary duties.

From May 31, 2009 through June 1, 2009, Wilson Sonsini and Morrison & Foerster exchanged drafts of the Merger Agreement and continued to negotiate open issues, while Intel and its advisers continued their due diligence on the Company.

On June 2, 2009, the Board convened telephonically to discuss the outstanding issues in the proposed transaction with Intel. Messrs. Klein and Halifax, and representatives of Wilson Sonsini and Goldman Sachs, updated the Board on the status of the negotiations of the Merger Agreement and the remaining open issues. Representatives from Wilson Sonsini then discussed the importance of the Board retaining the ability to respond to unsolicited competing offers post-signing of any definitive agreement with Intel. Mr. Klein then presented to the Board the projected timeline for resolving the issues and entering into the Merger Agreement, which was targeted for the end of business the next day.

By the middle of the afternoon on June 3, 2009, Morrison & Foerster distributed a further revised draft of the Merger Agreement that reflected the issues that had been negotiated over the prior few days.

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Later in the afternoon on June 3, 2009, the Compensation Committee of the Board met telephonically to discuss certain facets of the transaction related to retention matters. Immediately thereafter, the Board convened telephonically to consider the proposed transaction with Intel. Representatives of Goldman Sachs presented its financial analysis of the proposed transaction to the Board. Representatives of Wilson Sonsini made a presentation concerning the fiduciary duties of the Board with respect to a sale of Wind River and then described in detail the principal terms of the proposed Merger Agreement, including the status of negotiations of the material issues that had been previously identified to the Board. This discussion had a particular focus on the terms of the transaction that impacted the certainty of closing once the offer had been launched, including the market-out condition to closing the offer that had been negotiated, involving a specified drop in the Standard & Poor's 500 index over a specified measurement period prior to the close of the offer. Goldman Sachs delivered to the Board an oral opinion, which opinion was subsequently confirmed in writing as of June 4, 2009, to the effect that, as of that date and based upon and subject to the factors and assumptions set forth therein, the terms of the Offer, including the cash price of \$11.50 for each share of Common Stock to be received by the holders of the outstanding shares of Common Stock pursuant to the Merger Agreement, was fair from a financial point of view to Wind River's stockholders. The full text of the written opinion of Goldman Sachs dated June 4, 2009, which sets forth the assumptions made, procedures followed, matters considered, and limitations on the review undertaken in connection with such opinion, is attached as Annex B hereto. After considering the proposed terms of the Merger Agreement and the various presentations of its legal and financial advisors, and taking into consideration the factors described under *Reasons for the Board's Recommendation*, the Board unanimously determined that the Offer, the Merger and the other transactions contemplated by the Merger Agreement are fair to and in the best interests of Wind River's stockholders, and adopted and approved the Merger Agreement, the Offer, the Merger and the other transactions contemplated by the Merger Agreement and recommend that the stockholders of Wind River accept the Offer. As part of the meeting, the Compensation Committee then convened separately to pass upon certain matters related to the transaction.

In the early morning of June 4, 2009, Wind River and Intel each executed the definitive Merger Agreement. Concurrently, Intel, Mr. Klein, Jerry Fiddler and related entities and Narendra Gupta and related entities each executed the Tender and Support Agreement. In addition, Messrs. Klein and Halifax each executed new employment agreements with Intel and Wind River and, in the case of Mr. Klein, a non-competition agreement with Intel and Wind River. Shortly thereafter and before the opening of the market, Wind River and Intel issued a joint press release announcing the execution of the Merger Agreement and the related transactions.

Reasons for the Board's Recommendation

In approving the Merger Agreement and the other transactions contemplated thereby, including the Offer and the Merger, and recommending that all holders of Shares accept the Offer and tender their Shares pursuant to the Offer, the Board consulted with its financial and legal advisors and with senior management of the Company and considered a number of positive and negative factors including, but not limited to, the following:

The Company's Operating and Financial Condition; Prospects of the Company. The Board considered the current and historical financial condition, results of operations, business and prospects of the Company, as well as the Company's financial plan and prospects, if the Company were to remain an independent company and the potential impact on the trading price of the Shares (which is not feasible to quantify numerically). The Board also discussed the Company's current business plan, including the risks associated with achieving and executing upon the Company's business plan, the uncertainty of being able to sustain long-term growth in revenues as a stand-alone company, the impact of general economic market trends on the Company's sales, as well as general market risks that could reduce the market price of the Shares. The Board also discussed the potential benefits of an acquisition by Parent, including the potential increase in the Company's revenues, ability to sell highly-differentiated products to Parent's customer base, and creating compelling sales propositions by combining the Company's global services and support with Parent's technology investment, employee base, global sales force and brand.

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Strategic Alternatives. The Board considered the possible alternatives to the acquisition by Parent (including the possibility of being acquired in whole or in part by another entity or continuing to operate the Company as an independent entity, and the desirability and perceived risks of those alternatives), the range of potential benefits to the Company's stockholders of these alternatives and the timing and the likelihood of accomplishing the goals of such alternatives, as well as the Board's assessment that none of these alternatives were reasonably likely to present superior opportunities for the Company to create greater value for the Company's stockholders, taking into account risks of execution as well as business, competitive, industry and market risks.

Transaction Financial Terms; Premium to Market Price. The Board considered that the Offer Price to be paid in cash for each Share would provide stockholders with the opportunity to receive a significant premium over the current and historical market price of the Shares. The Board reviewed the historical market prices, volatility and trading information with respect to the Shares, including the fact that the Offer Price represented (a) a premium of approximately 43.8% over the \$8.00 closing price per Share on the Nasdaq Global Select Market on June 3, 2009, the last full trading day prior to the Board's meeting to approve the Merger Agreement, (b) a premium of approximately 55.4% over \$7.40, the one month average closing price per Share prior to the date of the Board's meeting to approve the Merger Agreement, (c) a premium of approximately 65% over \$6.97, the three month average closing price per Share prior to the date of the Board's meeting to approve the Merger Agreement, and (d) a premium of approximately 51.1% over \$7.61, the six month average closing price per Share prior to the date of the Board's meeting to approve the Merger Agreement.

Cash Consideration; Certainty of Value. The Board considered the form of consideration to be paid to the stockholders in the Offer and the Merger and the certainty of the value of cash consideration compared to stock or other forms of consideration, as well as the fact that Parent's proposal was not subject to obtaining any outside financing.

Timing of Completion. The Board considered the anticipated timing of the consummation of the transactions contemplated by the Merger Agreement (including in relation to the anticipated timing of any potential transaction with any other entity), and the structure of the transaction as a cash tender offer for all outstanding Shares, which should allow stockholders who tender their Shares in the Offer to receive the Offer Price in a relatively short time frame, followed by the Merger in which the remaining stockholders (other than the Company, Parent and their subsidiaries) will receive the same consideration as received by those stockholders who tendered their Shares in the Offer. The Board considered that the potential for closing in a relatively short time frame could also reduce the amount of time in which the Company's business would be subject to the potential uncertainty of closing and related disruption.

Business Reputation of Parent. The Board considered the business reputation of Parent and its management and the substantial financial resources of Parent and, by extension, Purchaser, which the Board believed supported the conclusion that a transaction with Parent and Purchaser could be completed relatively quickly and in an orderly manner. The Board also considered the impact of the Offer and the Merger on the Company's and its subsidiaries' employees, business partners, customers and others having dealings with them.

Opinion of the Company's Financial Advisor. The Board considered the financial analyses and the oral opinion of Goldman Sachs, which opinion was subsequently confirmed in writing as of June 4, 2009, to the effect that, as of such date and based upon and subject to the factors and assumptions set forth therein, the \$11.50 per Share in cash to be paid to the holders of the Shares pursuant to the Merger Agreement is fair from a financial point of view to such holders. The full text of the written opinion of Goldman Sachs, dated June 4, 2009, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex B. **Goldman Sachs provided its opinion for the information and assistance of the Board in connection with its consideration of the transaction. The Goldman Sachs opinion is not a recommendation as to whether or not any holder of Shares should tender such Shares in**

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connection with the Offer or how any holder of Shares should vote with respect to the Merger or any other matter. For a further discussion of Goldman Sachs' opinion, see (d) Opinion of the Company's Financial Advisor below.

The Merger Agreement. The Board considered the provisions of the Merger Agreement, including the respective representations, warranties and covenants and termination rights of the parties and the termination fee payable by the Company thereunder. These provisions included:

Required Representations and Warranties. The Board considered that the required representations and warranties were, in general, more detailed than typical for a transaction of this size and nature. The Board also discussed that some representations were qualified by materiality standards, some by knowledge and others by material adverse effect standards.

Ability to Respond to Certain Unsolicited Takeover Proposals. While the Company is prohibited from soliciting, initiating, knowingly encouraging or knowingly facilitating any Acquisition Proposal (as defined in the Merger Agreement) or the making thereof, entering into, continuing or otherwise participating in any discussions or negotiations regarding, or furnishing any information to, or otherwise cooperating in any way with, any third party with respect to any Acquisition Proposal or waiving, terminating, modifying or failing to enforce any provision of any contractual standstill or similar obligation of any person other than Parent or its affiliates, the Merger Agreement does permit the Board, prior to the Acceptance Date, in response to an unsolicited, bona fide written Acquisition Proposal that the Board determines in good faith (after consultation with outside counsel and a financial advisor of nationally recognized reputation) is or is reasonably likely to result in a Superior Proposal (as defined in the Merger Agreement), to (x) furnish information (previously or concurrently provided to Parent) regarding the Company and its subsidiaries to the person making such Acquisition Proposal (and its representatives) pursuant to a confidentiality agreement not less restrictive to such person than the Confidentiality Agreement is to Parent, and (y) participate in discussions or negotiations with the person making such Acquisition Proposal (and its representatives) regarding such Acquisition Proposal, subject to certain procedural requirements and other terms of the Merger Agreement (including that the Company shall have notified the Parent in writing at least three business days prior to taking such action that it intends to take such action and the basis for such action).

Change in Recommendation. Prior to the Acceptance Date, in the event the Company receives an Acquisition Proposal that the Board determines in good faith (after consultation with outside counsel and a financial advisor of nationally recognized reputation) constitutes an unsolicited Superior Proposal made after the date of the Merger Agreement, the Board may make a Change in Recommendation (as defined in the Merger Agreement), if the Board determines in good faith (after consultation with its outside legal counsel) that such Change in Recommendation is necessary to comply with its fiduciary duties under applicable law. Subject to compliance with the terms of the Merger Agreement and certain procedural requirements (including a five business day period of good faith negotiations with Parent to amend the terms of the Merger Agreement in such a manner that the Acquisition Proposal that was determined to constitute a Superior Proposal no longer is a Superior Proposal).

Termination Right to Accept Superior Proposals. Prior to the Acceptance Date, in the event the Company receives an Acquisition Proposal that the Board determines in good faith (after consultation with outside counsel and a financial advisor of nationally recognized reputation) constitutes a Superior Proposal, the Board may cause the Company to terminate the Merger Agreement and concurrently with such termination enter into an agreement with the party making such Acquisition Proposal if the Board has concluded in good faith, after consultation with its outside legal counsel, that, in light of the receipt of such Superior Proposal, such termination is necessary to comply with its fiduciary duties under applicable law, subject to compliance with the terms of the Merger Agreement and certain procedural requirements (including a five business day

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period of good faith negotiations with Parent to amend the terms of the Merger Agreement in such a manner that the Acquisition Proposal that was determined to constitute a Superior Proposal no longer is a Superior Proposal) and simultaneous payment of a termination fee of \$30,000,000 in cash. Notwithstanding the foregoing, if the Superior Proposal involves consideration that includes equity securities or other securities convertible into equity securities and the per Share cash consideration, if any, is less than the Offer Price, the Company may not terminate the Merger Agreement as described in the previous sentence until after the fifth business day following the day after the fortieth business day following the commencement of the Offer on which there shall not be in effect any law or interpretation or position of the SEC which requires the Offer to remain open.

Termination Fee; Expenses. The Board also discussed that certain termination provisions (including such provision described above) in the Merger Agreement provide that, in connection with the termination of the Merger Agreement under specified circumstances, the Company may be required to (i) pay to Parent a termination fee of \$30,000,000 and/or (ii) reimburse Parent for up to \$4,000,000 in transaction expenses. The Board was of the view that the payment of the termination fee and/or reimbursement of transaction expenses was comparable to termination and reimbursement fees in transactions of a similar size, was reasonable, would not likely deter competing bids and would not likely be required to be paid unless the Company entered into or intended to enter into a more favorable transaction.

Conditions to the Consummation of the Offer and the Merger; Likelihood of Closing. The Board considered the likelihood of the consummation of the transactions contemplated by the Merger Agreement in light of the conditions to Parent's obligations to accept for payment and pay for the Shares tendered pursuant to the Offer, including (i) satisfaction of the Minimum Condition, (ii) absence of a decline in the Standard & Poor's 500 Stock Index below 737 over certain measurement periods ranging from five to ten days prior to the expiration of the Offer, (iii) the absence of certain pending or threatened legal action by a governmental authority immediately prior to the expiration of the Offer and (iv) the expiration, termination or receipt of any applicable waiting periods, clearances, consents or approvals of any government authority, prior to the expiration of the Offer. The Board also considered that the consummation of the Offer and the Merger was not contingent on Parent's ability to secure financing commitments.

Material Adverse Effect. The Board considered the provisions in the Merger Agreement that would permit Parent to elect not to consummate the Offer if there occurs and is continuing as of or otherwise arising before the expiration of the Offer any event, condition, circumstance, development, state of facts, change or effect, individually or in the aggregate, that is or would reasonably be expected to have a Material Adverse Effect on the Company, including the definition of Material Adverse Effect and the exclusions therefrom contained in the Merger Agreement.

Extension of Offer Period. The Board considered that, under certain circumstances set forth in the Merger Agreement, Purchaser would have the ability to extend the Offer beyond the initial expiration date of the Offer or, if applicable, subsequent expiration dates, if certain conditions to the consummation of the Offer are not satisfied or waived and in some instances would be required to extend the Offer, including:

for any period required by any rule, regulation, interpretation or position of the SEC or the staff thereof applicable to the Offer;

for two consecutive ten business day periods beyond the original expiration date of the Offer if, at the time of such scheduled expiration, all of the Offer Conditions, other than the Minimum Condition, are satisfied;

for such period of time up to ten business days from the date of notice to the Company regarding inaccuracies in the Company's representations or breach of the Company's

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covenants in the Merger Agreement to the extent necessary to provide the Company a ten business day period to attempt to cure such inaccuracies or breaches if they are reasonably curable; provided, that, Purchaser is only required to extend the Offer one time for such a cure period; or

(A) for any period of time, if all of the Offer Conditions, other than the Minimum Condition and the receipt of required governmental approvals with respect to the Offer and the Merger, are satisfied for such period of time as is necessary to obtain such governmental consents and (B) for one ten business day period after receipt of all required governmental approvals with respect to the Offer and the Merger, if all other Offer Conditions, other than the Minimum Condition, are satisfied.

In no event will these extension provisions extend the Offer beyond the Outside Date; provided, however, that the Outside Date is subject to extension under certain circumstances described in the Merger Agreement.

Arrangements with Directors and Officers. The Board also considered the matters related to the Company's directors and executive officers described above in Item 3 of this Schedule 14D-9.

Risks of the Transaction. In the course of its deliberations, the Board also considered a variety of risks and other countervailing factors related to entering into the Merger Agreement, including:

the fact that the nature of the Offer and the Merger as a cash transaction means that the stockholders will not participate in future earnings or growth of the Company and will not benefit from any appreciation in value of the combined company;

the fact that the offer is subject to market risks given that a condition to Parent's obligation to accept the Shares is the absence of a decline in the Standard & Poor's 500 Stock Index below 737 over certain measurement periods ranging from five to ten days prior to the expiration of the Offer;

the potential impact of the interim operating covenants applicable to the Company prior to the close of the transaction whereby the Company agreed that it will carry on its business only in the ordinary course of business consistent with past practice and in compliance in all material respects with all applicable laws (as defined in the Merger Agreement), and, subject to specified exceptions, will not take certain actions without the prior written consent of Parent (not to be unreasonably withheld or delayed);

the possibility that the transactions contemplated by the Merger Agreement, including the Offer and the Merger, might not be consummated, and the fact that if the Offer and the Merger are not consummated, the Company's directors, executive officers and other employees will have expended extensive time and effort, the Company will have incurred significant transaction costs, and the perception of the Company's continuing business could potentially result in a loss of customers, business partners and employees and the Company may have to pay Parent up to \$30,000,000 in termination fees and/or up to \$4,000,000 in expense reimbursements;

that certain conditions delay the Company's ability to accept an Equity Consideration Acquisition Proposal;

the effect of the public announcement of the Merger Agreement, including effects on the Company's sales, customer and strategic relationships, operating results, stock price, and the Company's ability to attract and retain key management and sales and marketing personnel;

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the amount of time it could take to complete the Offer and the Merger, including the risk that the necessary regulatory approvals or clearances in the United States, Israel and Germany to complete the Offer or the Merger may not be obtained or that governmental authorities listed above could attempt to condition their approvals or clearances of the Offer or the Merger on one or more of the parties' compliance with certain burdensome terms or conditions which may cause one of the Offer conditions not to be satisfied;

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the all-cash consideration to be received by the stockholders who are U.S. persons in the Offer and the Merger would be taxable to such stockholders for U.S. federal income tax purposes; and

the impact of the Offer and the Merger on the Company's non-executive employees.

The foregoing discussion of information and factors considered and given weight by the Board is not intended to be exhaustive, but is believed to include all of the material factors, both positive and negative, considered by the Board. In view of the variety of factors considered in connection with its evaluation of the Offer and the Merger, the Board did not find it practicable to, and did not, quantify or otherwise assign relative weights to the specific factors considered in reaching its determinations and recommendations. In addition, individual members of the Board may have given different weights to different factors. In arriving at their respective recommendations, the directors of the Company were aware of the interests of executive officers and directors of Company as described under Item 3 hereof.

Projections Prepared by Management of Wind River

In connection with its analysis of the potential acquisition by Intel, management of the Company in May 2009 prepared internal forecasts of Wind River's financial performance for the two fiscal years of 2010 and 2011. These financial forecasts are summarized below, with actual results for fiscal years 2008 and 2009 and forecasted estimated results for fiscal years 2010 and 2011:

Wind River Management Projections

(unaudited, non-GAAP, amounts in millions of dollars, except for EPS)

	2008A	2009A	2010E	2011E
Revenues	\$ 329	\$ 360	\$ 342	\$ 380
Pro Forma Net Income(1)	29	47	33	36
Pro Forma EPS(1)(2)	0.33	0.58	0.43	0.47

(1) Pro forma financial information excludes the impact from non-cash compensation, in-process research and development, goodwill, restructuring and other non-recurring expenses.

(2) Earnings per share (EPS) is calculated based on an assumed weighted average number of shares outstanding of 88 million shares for the fiscal year 2008, 81 million shares for fiscal year 2009 and 78 million shares for each of fiscal year 2010 and 2011.

In addition, during the due diligence process, the Company used alternative assumptions to develop models that reflected hypothetical financial outcomes. Based on current circumstances, the Company's management did not consider these hypothetical financial outcomes as likely to occur. These alternative assumptions and financial models were not relied upon by the Board in evaluating the proposed transaction or deciding to enter into the transaction.

The financial forecasts, projections and certain other financial information disclosed or referred to by the Company in this Statement (or any amendment hereto) or otherwise disclosed in the Schedule TO (or any amendment thereto) (other than any financial results that have been disclosed in a report required to be filed with the SEC pursuant to Sections 13 or 15(d) of the Exchange Act) were prepared by the Company for its internal use and not with a view to publication. None of such information was prepared with a view to compliance with (i) published guidelines of the SEC, (ii) the guidelines established by the American Institute of Certified Public Accountants regarding forecasts or projections or (iii) generally accepted accounting principles (GAAP). Neither the Company's independent registered public accounting firm, nor any other independent accountants, have compiled, examined or performed any procedures with respect to the financial projections included above, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and they assume no responsibility for, and disclaim any association with, the financial projections. Such information was based on assumptions concerning the operations and business prospects of the Company and other revenue and operating assumptions. Information and forecasts of this type are forward-looking statements and are based on estimates and assumptions that are inherently subject to significant economic and competitive uncertainties and contingencies, including those risks described in the Company's filings with the SEC under the Exchange

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Act, and elsewhere in this Statement (or any amendment hereto) or the Schedule TO (or any amendment thereto). These uncertainties and contingencies are difficult to predict, and many are beyond the ability of any company to control. Accordingly, there can be no assurance that the projected results would be realized or that actual results would not be significantly higher or lower than those set forth above. The inclusion of such information in this Statement (or any amendment hereto) or the Schedule TO (or any amendment thereto) should not be regarded as an indication that the Company or its affiliates or representatives considered or consider such data to be necessarily predictive of actual future events, and such data should not be relied upon as such. None of the Company or any of its affiliates or representatives has made or makes any representation to any person regarding the ultimate performance of the Company compared to the information set forth above, and none of them intends to provide any update or revision thereof. See Item 8 *Cautionary Note Regarding Forward-Looking Statements* of this Statement.

The Company's stockholders are cautioned not to place undue reliance on the projections included in this Statement.

(c) Intent to Tender

To the Company's knowledge, all of its directors, executive officers, affiliates or subsidiaries currently intend to tender all shares that are held of record or beneficially owned by such persons pursuant to the Offer, other than shares, if any, held by such persons which, if tendered, could cause such person to incur liability under the provisions of Section 16(b) of Exchange Act. Three of the Company's directors and the Company's President and Chief Executive Officer (Jerry Fiddler, Narendra Gupta and Kenneth Klein) have entered into the Tender and Support Agreement, described under Item 3 hereof.

(d) Opinion of the Company's Financial Advisor

Goldman Sachs rendered its opinion to the Board that, as of June 4, 2009 and based upon and subject to the factors and assumptions set forth therein, the \$11.50 per Share in cash to be paid to the holders of Shares pursuant to the Merger Agreement is fair from a financial point of view to such holders.

The full text of the written opinion of Goldman Sachs, dated June 4, 2009, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex B. Goldman Sachs provided its opinion for the information and assistance of the Board in connection with its consideration of the transaction. The Goldman Sachs opinion is not a recommendation as to whether or not any holder of Common Stock should tender such shares in connection with the tender offer or how any holder of Common Stock should vote with respect to the transaction, or any other matter.

In connection with rendering the opinion described above and performing its related financial analyses, Goldman Sachs reviewed, among other things:

the Merger Agreement;

annual reports to stockholders and Annual Reports on Form 10-K of Wind River for the five fiscal years ended January 31, 2009;

certain interim reports to stockholders and Quarterly Reports on Form 10-Q of Wind River;

certain other communications from Wind River to its stockholders; and

certain internal financial analyses and forecasts for Wind River prepared by its management (the *Forecasts*).

Goldman Sachs also held discussions with members of the senior management of Wind River regarding their assessment of the past and current business operations, financial condition, and future prospects of Wind River. In addition, Goldman Sachs reviewed the reported price and trading activity for the Common Stock,

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compared certain financial and stock market information for Wind River with similar information for certain other companies the securities of which are publicly traded, reviewed the financial terms of certain recent business combinations in the technology industry and performed such other studies and analyses, and considered such other factors, as it considered appropriate.

For purposes of rendering the opinion described above, Goldman Sachs relied upon and assumed, without assuming any responsibility for independent verification, the accuracy and completeness of all of the financial, legal, accounting, tax and other information provided to, discussed with or reviewed by it. In that regard, Goldman Sachs has assumed with Wind River's consent that the Forecasts have been reasonably prepared on a basis reflecting the best currently available estimates and judgments of the management of Wind River. In addition, Goldman Sachs did not make an independent evaluation or appraisal of the assets and liabilities (including any contingent, derivative or off-balance-sheet assets and liabilities) of Wind River or any of its subsidiaries, nor was any such evaluation or appraisal furnished to Goldman Sachs. Goldman Sachs has assumed that the transaction will be consummated on the terms set forth in the Merger Agreement, without the waiver or modification of any term or condition the effect of which would be in any way meaningful to its analysis. Goldman Sachs' opinion does not address any legal, regulatory, tax or accounting matters. Goldman Sachs' opinion does not address the underlying business decision of Wind River to engage in the transaction, or the relative merits of the transaction as compared to any strategic alternatives that may be available to Wind River. Goldman Sachs' opinion addresses only the fairness from a financial point of view, as of the date of the opinion, of the \$11.50 per Share in cash to be paid to the holders of Common Stock pursuant to the Merger Agreement. Goldman Sachs' opinion does not express any view on, and does not address, any other term or aspect of the Merger Agreement or the transaction, including, without limitation, the fairness of the transaction to, or any consideration received in connection therewith by, the holders of any other class of securities, creditors, or other constituencies of Wind River or Intel; nor as to the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of Wind River or Intel, or class of such persons in connection with the transaction, whether relative to the \$11.50 Share in cash to be paid to the holders of Common Stock pursuant to the Merger Agreement or otherwise. Goldman Sachs' opinion was necessarily based on economic, monetary market and other conditions, as in effect on, and the information made available to it as of the date of the opinion and Goldman Sachs assumed no responsibility for updating, revising or reaffirming its opinion based on circumstances, developments or events occurring after the date of its opinion. The advisory services provided by Goldman Sachs and the opinion expressed in Goldman Sachs' opinion were provided for the information and assistance of the Board in connection with its consideration of the transactions and Goldman Sachs' opinion does not constitute a recommendation as to whether or not any Wind River stockholder should tender Common Stock in connection with the tender offer or how any Wind River stockholder should vote with respect to the merger or any other matter. Goldman Sachs' opinion was approved by a fairness committee of Goldman Sachs.

The following is a summary of the material financial analyses delivered by Goldman Sachs to the Board in connection with rendering the opinion described above. The following summary, however, does not purport to be a complete description of the financial analyses performed by Goldman Sachs, nor does the order of analyses described represent relative importance or weight given to those analyses by Goldman Sachs. Some of the summaries of the financial analyses include information presented in tabular format. The tables must be read together with the full text of each summary and are alone not a complete description of Goldman Sachs' financial analyses. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as it existed on or before June 3, 2009 and is not necessarily indicative of current market conditions.

Historical Trading Analysis. Goldman Sachs reviewed the historical trading prices and volumes for the Common Stock for the one-year period ended June 3, 2009. Goldman Sachs analyzed the consideration to be received by holders of Common Stock pursuant to the Merger Agreement in relation to the average closing prices for the 11-trading day, 30-calendar day, 60-calendar day, 90-calendar day and 180-calendar day periods ending June 3, 2009 and the latest twelve months high and low market prices of the Common Stock.

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This analysis indicated that the price per share to be paid to Wind River stockholders pursuant to the Merger Agreement represented:

a premium of 43.8% based on the closing market price of Wind River Common Stock on June 3, 2009, which was the last trading day prior to the date of the Merger Agreement;

a premium of 48.5% based on the average closing price of Wind River Common Stock for the 11-trading day period ended June 3, 2009;

a premium of 55.4% based on the average closing price of Wind River Common Stock for the 30-calendar day period ended June 3, 2009;

a premium of 59.4% based on the average closing price of Wind River Common Stock for the 60-calendar day period ended June 3, 2009;

a premium of 64.9% based on the average closing price of Wind River Common Stock for the 90-calendar day period ended June 3, 2009;

a premium of 51.1% based on the average closing price of Wind River Common Stock for the 180-calendar day period ended June 3, 2009;

a discount of 10.3% based on the last twelve months high closing price of Wind River Common Stock for the period ending June 3, 2009; and

a premium of 100.7% based on the last twelve months low closing price of Wind River Common Stock for the period ending June 3, 2009.

Analysis at Various Prices. Goldman Sachs performed certain analyses, based on (1) projections provided by management of Wind River and (2) based on IBES median estimates and Wall Street research. Goldman Sachs, at the offer price of \$11.50 per Share and at the June 3, 2009 closing price of \$8.00 per Share, calculated for Wind River the implied total market capitalization and implied enterprise value, the ratio of implied enterprise value to revenues, the ratio of implied enterprise value to EBITDA and the ratio of price to earnings. The following table presents the results of Goldman Sachs analysis (dollar amounts in millions, except for price per share):

		Wind River	
		3-June-09	
		Closing Price	Offer Price
Price per share		\$ 8.00	\$ 11.50
Implied market capitalization		\$ 644	\$ 947
Implied enterprise value		\$ 477	\$ 779
Implied enterprise value / revenues	CY2009E Street	1.3x	2.2x
	CY2009E Mgmt	1.4x	2.3x
	CY2010E Street	1.2x	2.0x
	CY2010E Mgmt	1.3x	2.1x

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Implied enterprise value / EBITDA	CY2009E Street	8.1x	13.2x
	CY2009E Mgmt	9.8x	16.0x
	CY2010E Street	7.6x	12.5x
	CY2010E Mgmt	9.3x	15.1x
Price to earnings ratio	CY2009E Street	14.5x	20.8x
	CY2009E Mgmt	18.2x	26.2x
	CY2010E Street	12.6x	18.2x
	CY2010E Mgmt	17.3x	24.8x

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Selected Companies Analysis. Goldman Sachs reviewed and compared certain financial information, ratios and multiples for Wind River to corresponding financial information, ratios and public market multiples for the following publicly traded corporations in the technology industry:

	Product Lifecycle Management / Computer-Aided Design /	
Development & Integration	Computer-Aided Engineering	Semiconductor Intellectual
Platform	(PLM/CAD/CAE)	Property (Semiconductor IP)
Citrix Systems, Inc.	Autodesk, Inc.	ARM Holdings, plc
Microsoft Corporation	Cadence Design Systems, Inc.	MIPS Technologies, Inc.
Novell, Inc.	Dassault Systemes, S.A.	CEVA, Inc.
Progress Software Corp.	Mentor Graphics Corporation	Rambus, Inc.
Red Hat Inc.	MSC Software Corporation	Tessera Technologies, Inc.
TIBCO Software, Inc.	Parametric Technology Corporation	
	Synopsys, Inc.	

Although none of the selected companies is directly comparable to Wind River, the companies included were chosen because they are publicly traded companies with operations that for purposes of analysis may be considered similar to certain operations of Wind River.

Goldman Sachs also calculated and compared various financial multiples and ratios based on information it obtained from SEC filings and IBES estimates and/or other Wall Street research. The multiples and ratios of Wind River were calculated using the Wind River closing price on June 3, 2009. The multiples and ratios of Wind River were based on (1) information provided by Wind River's management and (2) IBES estimates and Wall Street research. The multiples and ratios for each of the selected companies were based on the most recent publicly available information. With respect to the selected companies, Goldman Sachs calculated:

enterprise value, which is the market value of common equity plus the book value of debt less cash, as a multiple of estimated calendar years 2009 and 2010 sales; and

enterprise value as a multiple of estimated calendar years 2009 and 2010 earnings before interest, taxes and depreciation and amortization, or EBITDA.

The results of these analyses are summarized as follows:

Enterprise Value as a multiple of:	Selected Companies						Wind River	
	Development & Integration Platform		PLM/CAD/CAE		Semiconductor IP		Street	Mgmt
	Mean	Median	Mean	Median	Mean	Median		
CY2009 Revenue	2.4x	2.3x	1.6x	1.4x	4.6x	3.6x	1.3x	1.4x
CY2010 Revenue	2.3x	2.8x	1.5x	1.4x	5.2x	3.7x	1.2x	1.3x
CY2009 EBITDA	8.1x	7.2x	8.4x	8.5x	12.4x	14.8x	8.1x	9.8x
CY2010 EBITDA	7.6x	6.9x	8.1x	8.5x	10.2x	10.2x	7.6x	9.3x

Goldman Sachs also calculated estimated calendar years 2009 and 2010 price/earnings ratios for the selected companies and Wind River. The following table presents the results of this analysis:

Price / Earnings Ratio:	Selected Companies						Wind River	
	Development & Integration Platform		PLM/CAD/CAE		Semiconductor IP		Street	Mgmt
	Mean	Median	Mean	Median	Mean	Median		

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CY2009	17.1x	13.5x	17.5x	16.8x	20.0x	21.2x	14.5x	18.2x
CY2010	16.3x	12.6x	13.7x	11.0x	20.1x	18.8x	12.6x	17.3x

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Goldman Sachs also calculated 2009 estimated price/earnings growth ratio, which is the estimated 2009 price/earnings ratio as a multiple of the five-year earnings per share compound annual growth rate provided by IBES, 2009-2010 estimated revenue growth rate, and 2009 estimated EBIT margin, which is the estimated calendar year 2009 earnings before interest and taxes as a percentage of 2009 median revenue as provided by IBES, for the selected companies and Wind River. The following table presents the results of this analysis:

	Selected Companies						Wind River	
	Development & Integration Platform		PLM/CAD/CAE		Semiconductor IP		Street	Mgmt
	Mean	Median	Mean	Median	Mean	Median		
5 Year EPS CAGR	13%	12%	12%	12%	21%	23%	20%	20%
CY2009 Price / Earnings / Growth Ratio	1.4x	1.2x	2.8x	1.3x	1.0x	1.0x	0.7x	0.9x
CY2009-2010 Revenue Growth Rate	6%	6%	6%	5%	4%	4%	6%	10%
CY2009 EBIT Margin	23%	23%	11%	14%	23%	23%	13%	10%

Present Value of Future Share Price Analysis. Goldman Sachs performed an illustrative analysis of the implied present value of the future price per share of Common Stock, which is designed to provide an indication of the present value of a theoretical future value of a company's equity as a function of such company's estimated future earnings and its assumed price to future earnings per share multiple. For this analysis, Goldman Sachs used the financial information for the Company prepared by Wind River's management for each of the calendar years 2009, 2010 and 2011 and the median of estimates provided by IBES for each of the calendar years 2009 and 2010. Goldman Sachs calculated the implied present values per share of Common Stock for each of the calendar years 2009, 2010 and 2011 by applying (a) enterprise value to forward EBITDA multiples ranging from 5.0x to 11.0x to estimated EBITDA estimates and (b) price to forward earnings per share multiples ranging from 10.0x to 22.0x to earnings per share estimates, in each case for each of the calendar years 2009, 2010 and 2011, and discounting the 2010 and 2011 values back 7 months and 19 months, respectively, using a discount rate of 12% and assuming \$167 million of cash and equivalents. These analyses are summarized in the following table:

Year	Range of Present Value of Share Price (EBITDA Multiple)		Range of Present Value of Share Price (P/E Multiple)	
	Mgmt	Street	Mgmt	Street
	CY2009	\$5.11-\$8.70	\$5.75-\$10.04	\$4.40-\$9.67
CY2010	\$5.29-\$9.14	\$5.97-\$10.64	\$4.34-\$9.54	\$5.92-\$13.02
CY2011	\$6.34-\$11.44	NA	\$5.34-\$11.75	NA

Illustrative Discounted Cash Flow Analysis. Goldman Sachs performed an illustrative discounted cash flow analysis on Wind River using Wind River's management projections. Goldman Sachs calculated indications of net present value of free cash flows for Wind River for the years 2009 through 2014. Goldman Sachs calculated implied prices per share of the Common Stock using illustrative terminal values in the year 2014 based on perpetuity growth rates ranging from 2.0% to 6.0%. These illustrative terminal values were then discounted to calculate implied indications of present values using discount rates ranging from 10% to 14%. This analysis resulted in a range of illustrative implied present values of \$6.95 to \$15.35 per share of Common Stock. Goldman Sachs also calculated a range of multiples of illustrative terminal values to estimated EBITDA for the fiscal year 2014 based on such perpetuity growth rate and discount rate ranges, which resulted in multiples ranging from 5.0x to 15.7x.

Goldman Sachs also performed a sensitivity analysis to illustrate the effect of different assumptions for changes in annual revenue growth rates and operating margins for Wind River. The sensitivity adjustments to the projected annual revenue growth rates ranged from (3.0%) to 3.0%. The sensitivity adjustments to annual operating margins ranged from (2.0)% to 2.0%. This analysis, assuming a 12% discount rate and a perpetuity growth rate of 4%, resulted in a range of illustrated implied present values of \$6.99 to \$11.71 of Common Stock and a range of terminal value / fiscal year 2014 EBITDA multiples of 5.3x to 10.7x.

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Premia Paid Analysis. Goldman Sachs calculated the median price premia paid relative to the market closing price of the target 1-day, 1-week and 4-weeks prior to the date of the announcement of the transaction, as well as the purchase price as a percentage of the 52-week high market closing price of the target for the period prior to the announcement of the transaction, for all technology transactions over the past five years where the transaction value was disclosed and greater than \$100 million. The following table presents the results of this analysis.

Target	Median Deal Price Premia			Purchase Price as % of 52-Week High
	1-Day Prior	1-Week Prior	4-Weeks Prior	
All Deals	22.1%	26.2%	28.5%	98.4%
Wind River	43.8%	48.6%	61.5%	89.7%

The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Selecting portions of the analyses or of the summary set forth above, without considering the analyses as a whole, could create an incomplete view of the processes underlying Goldman Sachs' opinion. In arriving at its fairness determination, Goldman Sachs considered the results of all of its analyses and did not attribute any particular weight to any factor or analysis considered by it. Rather, Goldman Sachs made its determination as to fairness on the basis of its experience and professional judgment after considering the results of all of its analyses. No company or transaction used in the above analyses as a comparison is directly comparable to Wind River or Intel or the contemplated transaction.

Goldman Sachs prepared these analyses for purposes of Goldman Sachs' providing its opinion to the Board as to the fairness from a financial point of view of the \$11.50 per Share in cash proposed to be paid to the holders of Wind River Common Stock pursuant to the Merger Agreement. These analyses do not purport to be appraisals nor do they necessarily reflect the prices at which businesses or securities actually may be sold. Analyses based upon forecasts of future results are not necessarily indicative of actual future results, which may be significantly more or less favorable than suggested by these analyses. Because these analyses are inherently subject to uncertainty, being based upon numerous factors or events beyond the control of the parties or their respective advisors, none of Wind River, Intel, Goldman Sachs or any other person assumes responsibility if future results are materially different from those forecast.

The consideration for the transaction was determined through arms'-length negotiations between Wind River and Intel and was approved by the Board. Goldman Sachs did not recommend any specific amount of consideration to Wind River or the Board or that any specific amount of consideration constituted the only appropriate consideration for the transaction.

As described above, Goldman Sachs' opinion to the Board was one of many factors taken into consideration by the Board in making its determination to approve the Merger Agreement. The foregoing summary does not purport to be a complete description of the analyses performed by Goldman Sachs in connection with the fairness opinion and is qualified in its entirety by reference to the written opinion of Goldman Sachs attached as Annex B.

Goldman Sachs and its affiliates are engaged in investment banking and financial advisory services, securities trading, investment management, principal investment, financial planning, benefits counseling, risk management, hedging, financing, brokerage activities and other financial and non-financial activities and services for various persons and entities. In the ordinary course of these activities and services, Goldman Sachs and its affiliates may at any time make or hold long or short positions and investments, as well as actively trade or effect transactions, in the equity, debt and other securities (or related derivative securities) and financial instruments (including bank loans and other obligations) of Wind River, Intel and any of their respective affiliates or any currency or commodity that may be involved in the transaction for their own account and for the accounts of their customers. Goldman Sachs acted as financial advisor to Wind River in connection with, and participated in certain of the negotiations leading to, the transaction contemplated by the Merger Agreement. In addition, Goldman Sachs has provided certain investment banking and other financial services to Wind River and its affiliates from time to time, including having acted as an agent in an open market share repurchase by the

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Company in October 2008. Goldman Sachs also has provided certain investment banking and other financial services to Intel and its affiliates from time to time, including having acted as counterparty with respect to Intel's accelerated stock buyback in November 2007; and as a private placement agent with respect to a tax-exempt financing by Intel in December 2007. Goldman Sachs also may provide investment banking and other financial services to Wind River, Intel and their respective affiliates in the future. In connection with the above-described services we have received, and may receive in the future, compensation.

Item 5. Persons/Assets Retained, Employed, Compensated or Used

The Board selected Goldman Sachs as its financial advisor because it is an internationally recognized investment banking firm that has substantial experience in transactions similar to the transaction. Pursuant to a letter agreement dated February 12, 2009, Wind River engaged Goldman Sachs to act as its financial advisor in connection with the contemplated transaction. Pursuant to the terms of this engagement letter, Wind River has agreed to pay Goldman Sachs a transaction fee of approximately \$9.5 million, the principal portion of which is payable upon consummation of the transaction. In addition, Wind River has agreed to reimburse Goldman Sachs for its expenses, including attorneys' fees and disbursements, and to indemnify Goldman Sachs and related persons against various liabilities, including certain liabilities under the federal securities laws.

Item 6. Interest in Securities of the Subject Company

During the past 60 days, no transactions in the Common Stock have been effected by the Company or, to the best of the Company's knowledge, by any director, executive officer, affiliate or subsidiary of the Company, except for the (i) issuance of 3,250 Shares to Vincent Rerolle on April 20, 2009 in connection with the vesting of restricted stock units, and withholding of 1,162 Shares issued to Vincent Rerolle to satisfy the tax withholding obligation in connection with the vesting of restricted stock units, and (ii) grant of an option to purchase 15,000 Shares to Jerry Fiddler on April 27, 2009 at an exercise price of \$8.14 per share in recognition of the termination of the option previously granted to Mr. Fiddler on April 1, 2008. In addition, as an unintended consequence of the announcement just before market open on June 4, 2009 of the Merger Agreement, certain sales pursuant to Mr. Fiddler's Rule 10b5-1 trading plan occurred in the early hours of trading after the opening of market. Mr. Fiddler did not intend to sell any shares pursuant to the Rule 10b5-1 plan or otherwise once the Merger Agreement was executed except in connection with the tender offer related to the Merger Agreement. As a result, the administrator of the Rule 10b5-1 plan, at the instruction of Mr. Fiddler, repurchased on the open market an equal number of shares sold from the Rule 10b5-1 plan in order to put the Mr. Fiddler in the same position relative to the holdings of Mr. Fiddler's shares as before the announcement.

Item 7. Purposes of the Transaction and Plans or Proposals**(a) Subject Company Negotiations**

Except as set forth in this Statement in relation to the Offer, the Company is not undertaking or engaged in any negotiation in response to the Offer that relates to or would result in (i) an extraordinary transaction, such as a merger, reorganization or liquidation, involving the Company or any subsidiary of the Company; (ii) a purchase, sale or transfer of a material amount of assets of the Company or any subsidiary of the Company; (iii) a tender offer for or other acquisition of the Company's securities by the Company, any subsidiary of the Company, or any other person; or (iv) a material change in the present dividend rate or policy, or indebtedness or capitalization of the Company. As described in the summary of the Merger Agreement contained in the Schedule TO, the Board, in connection with the exercise of its fiduciary duties, is permitted under certain conditions to engage in negotiations in response to an unsolicited takeover proposal.

(b) Transactions and Other Matters

Except as set forth in this Statement in relation to the Offer, there is no transaction, resolution of the Board, agreement in principle, or signed contract that is entered into in response to the Offer that relates to or would result in one or more of the matters referred to in the immediately preceding paragraph of this Item 7.

Table of Contents**Item 8. Additional Information****(a) Information Statement**

The Information Statement attached as Annex A hereto is being furnished in connection with the possible designation by Parent and Purchaser, pursuant to the terms of the Merger Agreement, of certain persons to be elected to the Board other than at a meeting of the Company's stockholders.

(b) First Amendment to Amended and Restated Rights Agreement

On June 4, 2009, the Company and American Stock Transfer and Trust Company, as Rights Agent, entered into the First Amendment (the First Amendment) to the Amended and Restated Rights Agreement dated as of September 29, 2006 (the Amended Rights Agreement), which amends and restates the Rights Agreement between Wind River and the Rights Agent dated as of October 22, 1999. Capitalized terms not defined in following paragraph shall have the meaning set forth in the Amended Rights Plan.

The First Amendment provides that none of (i) the adoption, approval, execution or delivery of the Merger Agreement and the Tender and Support Agreement, (ii) the public announcement of such adoption, approval, execution or delivery, (iii) the making of the Offer, (iv) the acceptance for payment or payment for Shares by Purchaser pursuant to the Offer, or (v) the consummation of the transactions specifically contemplated by the Merger Agreement and the Tender and Support Agreement, each upon the terms and subject to the conditions of the Merger Agreement (the transactions described in clauses (i) through (v) together with any related transaction, the Exempted Transactions), will trigger the separation or exercise of the Rights or any adverse event under the Amended Rights Agreement. In particular, none of Parent, Purchaser, Stockholders, nor any of their respective Affiliates or Associates, shall be deemed to be an Acquiring Person or a Beneficial Owner, and none of a Distribution Date, a Shares Acquisition Date, or a Transaction shall be deemed to have occurred, in each case by virtue of or as a result of any Exempted Transaction.

(c) Stockholder Approval

The Company has represented in the Merger Agreement that the execution and delivery of the Merger Agreement by the Company and the consummation by the Company of the transactions contemplated by the Merger Agreement have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of the Company are necessary to authorize the Merger Agreement or to consummate the transactions so contemplated, other than, with respect to the Merger, the approval of the Merger Agreement by the holders of at least a majority of the outstanding Shares prior to the consummation of the Merger and the filing and recordation of appropriate merger documents as required by the DGCL. According to the Certificate of Incorporation, the Shares are the only securities of the Company which entitle the holders thereof to voting rights. If following the purchase of Shares by Purchaser pursuant to the Offer, Purchaser and its affiliates own more than a majority of the outstanding Shares, Purchaser will be able to effect the Merger without the affirmative vote of any other stockholder of the Company.

(d) Top-Up Option

Pursuant to, and subject to the limitations in, the Merger Agreement, the Company granted to Parent and Purchaser an irrevocable option (the Top-Up Option) to purchase, at a purchase price per share equal to the Offer Price, that number of shares equal to the lowest number of shares that, when added to the number of shares collectively owned by Parent or Purchaser at the time of such exercise, will constitute one Share more than 90% of the Shares then outstanding. See Section 11 of the Offer to Purchase.

(e) Short-Form Merger

The DGCL provides that if a parent company owns at least 90% of each class of stock of a subsidiary, the parent company can effect a short-form merger with that subsidiary without the action of the other stockholders of the subsidiary. Accordingly, if as a result of the Offer or otherwise Purchaser acquires or controls the voting

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power of at least 90% of the Shares, Parent would be obligated in the Merger Agreement (subject to the conditions to its obligations to effect the Merger contained in the Merger Agreement), to effect the Merger without prior notice to, or any action by, any other stockholder of the Company if permitted to do so under the DGCL. Even if Parent and Purchaser do not own 90% of the outstanding Shares following consummation of the Offer, Parent and Purchaser could seek to purchase additional Shares in the open market, from the Company or otherwise, subject to applicable law, in order to reach the 90% threshold and effect a short-form merger. The consideration paid per Share for any Shares so acquired could be greater or less than that paid in the Offer.

(f) Delaware Anti-Takeover Law

Section 203 of the DGCL (Section 203) prevents certain business combinations with an interested stockholder (generally, any person who owns or has the right to acquire 15% or more of a corporation's outstanding voting stock) for a period of three years following the time such person became an interested stockholder, unless, among other things, prior to the time the interested stockholder became such, the board of directors of the corporation approved either the business combination or the transaction in which such stockholder became an interested stockholder. The Board approved for purposes of Section 203 the entering into by the Purchaser, Parent and the Company of the Merger Agreement and the consummation of the transactions contemplated thereby and has taken all appropriate action so that Section 203, with respect to the Company, will not be applicable to Parent and the Purchaser by virtue of such actions. In addition, the Board approved for purposes of Section 203 the entering into of the Tender and Support Agreements between Parent, Purchaser and each of the stockholders party thereto and the transactions contemplated thereby and has taken all appropriate action so that Section 203 with respect to the Company will not be applicable to Parent and the Purchaser by virtue of such action.

(g) Regulatory Approvals

United States Antitrust Compliance. Under the HSR Act, and the related rules and regulations that have been issued by the Federal Trade Commission (the FTC), certain acquisition transactions may not be consummated until certain information and documentary material has been furnished for review by the FTC and the Antitrust Division of the Department of Justice (the Antitrust Division) and certain waiting period requirements have been satisfied. These requirements apply to the Purchaser's acquisition of the Shares in the Offer and the Merger.

Under the HSR Act, the purchase of Shares in the Offer may not be completed until the expiration of a 15-calendar day waiting period, which begins when Parent has filed a Premerger Notification and Report Form under the HSR Act with the FTC and the Antitrust Division, unless the FTC and Antitrust Division grant early termination of such waiting period. If the 15-calendar day waiting period expires on a federal holiday or weekend day, the waiting period is automatically extended until 11:59 p.m. the next business day. The Company must file a Premerger Notification and Report Form ten days after Parent files its Premerger Notification and Report Form. Parent and the Company filed a Premerger Notification and Report Form under the HSR Act with the FTC and Antitrust Division in connection with the purchase of Shares in the Offer and the Merger on June 5, 2009. The required waiting period with respect to the Offer and the Merger will expire at 11:59 p.m., New York City time, on or about June 22, 2009, unless the FTC and Antitrust Division grant early termination of the waiting period, or Parent receives a request for additional information or documentary material prior to that time. If within the 15-calendar day waiting period either the FTC or the Antitrust Division requests additional information or documentary material from Parent, the waiting period with respect to the Offer and the Merger would be extended for an additional period of 10 calendar days following the date of Parent's substantial compliance with that request. Only one extension of the waiting period pursuant to a request for additional information is authorized by the HSR Act rules. After that time, the waiting period may be extended only by court order. The FTC or the Antitrust Division may terminate the additional 10-calendar day waiting period before its expiration. In practice, complying with a request for additional information and documentary material can take a significant period of time.

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The FTC and the Antitrust Division may scrutinize the legality under the antitrust laws of proposed transactions such as the Purchaser's acquisition of Shares in the Offer and the Merger. At any time before or after the purchase of Shares by the Purchaser, the FTC or the Antitrust Division could take any action under the antitrust laws that it either considers necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares in the Offer and the Merger, the divestiture of Shares purchased in the Offer or the divestiture of substantial assets of Parent, the Company or any of their respective subsidiaries or affiliates. Private parties as well as state attorneys general also may bring legal actions under the antitrust laws under certain circumstances.

Antitrust in Germany. Under the provisions of the German Act against Restraints on Competition (ARC), the acquisition of Shares pursuant to the Offer may be consummated if the acquisition is approved by the German Federal Cartel Office (FCO), either by written approval or by expiration of a one month waiting period commenced by the filing by Parent of a complete notification (the German Notification) with respect to the Offer, unless the FCO notifies Parent within the one month waiting period of the initiation of an in-depth investigation. Parent filed the German Notification on June 5, 2009 on behalf of itself and the Company. If the FCO initiates an in-depth investigation, the acquisition of Shares under the Offer may be consummated if the acquisition is approved by the FCO, either by written approval or by expiration of a four month waiting period commenced by the filing of the German Notification, unless the FCO notifies Parent within the four month waiting period that the acquisition satisfies the conditions for a prohibition and may not be consummated. The written approval by the FCO or the expiration of any applicable waiting period is a condition to the Purchaser's obligation to accept for payment and pay for Shares tendered pursuant to the Offer.

The Merger will not require an additional filing under the ARC if the Purchaser owns 50% or more of the outstanding shares at the time of the Merger and if the Merger occurs after the acquisition of shares under the Offer is approved by the FCO, either by written approval or by expiration of any applicable waiting period.

Antitrust in Israel. The Restrictive Trade Practices Law 5748-1988 and the regulations promulgated thereunder require the filing of a notice of merger with the Restrictive Trade Practices Commissioner where the applicable criteria are met. Parent and the Company each filed a notice of merger under said Act on June 7, 2009. Within thirty (30) days of receiving such notice of merger from the parties to the merger, the Restrictive Trade Practices Commissioner will notify the parties that it (i) objects to the Merger, (ii) consents to the Merger, subject to certain conditions, or (iii) will require additional information or an extension of time to properly review the transactions. The consent of the Restrictive Trade Commissioner must be received prior to closing the merger.

Antitrust in Brazil. The parties have submitted the Merger for approval by the Brazilian antitrust authorities. The Secretariat for Economic Monitoring and Secretariat of Economic Law will consider the Merger and each will issue an opinion to the Administrative Council for Economic Defense, Brazil's antitrust tribunal (the Brazilian Council). The Brazilian Council will make a decision with respect to the Merger. The review of the Merger by the Brazilian antitrust authorities may take longer than six months, but will not prevent the consummation of the Merger. However, if the Brazilian Council decides that the Merger would harm competition it may impose restrictions on the parties or order an unwinding of the Merger.

Antitrust in Japan. After the transaction closes, the parties intend to submit the Merger for approval by the Japanese antitrust authorities consistent with applicable law. The Japan Fair Trade Commission (JFTC) will then review the Merger under the applicable law. This review will not prevent the consummation of the Merger. However, the JFTC has the ability to impose restrictions on the parties or bring suit with the Tokyo High Court to unwind the merger if it determines that the transaction would harm competition.

Other Foreign Laws. The Company and Parent and certain of their respective subsidiaries conduct business in other foreign countries where regulatory filings or approvals may be required or desirable in connection with the consummation of the Offer or the Merger. Parent and the Company are analyzing the applicability of any

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such laws and currently intend to take such action as may be required or desirable. If any such laws are applicable or any foreign governmental entity takes an action prior to the completion of the Offer, the Purchaser may not be obligated to accept for payment or pay for any Shares tendered.

(h) *Appraisal Rights*

No appraisal rights are available in connection with the Offer. However, if the Merger is consummated, persons who are then stockholders of the Company will have certain rights under Section 262 of the DGCL to dissent and demand appraisal of, and payment in cash of the fair value of, their Shares. Such rights, if the statutory procedures are complied with, could lead to a judicial determination of the fair value (excluding any element of value arising from the accomplishment or expectation of the Merger) required to be paid in cash to such dissenting stockholders for their Shares. Any such judicial determination of the fair value of Shares could be based upon considerations other than, or in addition to, the price paid in the Offer and the Merger and the market value of the Shares, including asset values and the investment value of the Shares. The value so determined could be more or less than the purchase price per Share pursuant to the Offer or the consideration per Share to be paid in the Merger.

The foregoing summary of the rights of dissenting stockholders under the DGCL does not purport to be a complete statement of the procedures to be followed by stockholders desiring to exercise any appraisal rights under the DGCL. The information set forth above is for informational purposes only with respect to alternatives available to stockholders if the Merger is consummated. Stockholders who will be entitled to appraisal rights in connection with the Merger will receive additional information concerning appraisal rights and the procedures to be followed in connection therewith before such stockholders have to take any action relating thereto. Stockholders who sell Shares in the Offer or consent to the Merger will not be entitled to exercise appraisal rights.

(i) *Litigation*

On June 4, 2009, a class action complaint was filed in the Superior Court of the State of California, in and for the County of Alameda, by Mark Harvey against the Company and all of its current directors. The complaint alleges that defendants breached their fiduciary duties to the Company's stockholders in connection with the negotiation and execution of the Merger Agreement and the Offer. The complaint seeks declaratory and injunctive relief, including declaring the Merger Agreement to be a breach of the fiduciary duties of the directors and thereby unlawful and unenforceable, rescinding the Offer and related documents, enjoining the directors from entering into the Offer until a fair price for the stockholders is obtained, directing the individual defendants to obtain a transaction in the best interest of the Company's stockholders, and requiring payment of plaintiff's costs and attorneys' fees. In addition, on June 5, 2009, a second substantially similar complaint was filed in the Superior Court of the State of California, in and for the County of Alameda, by Donald Smith against the Company, all of its current directors and Intel. The Company is currently evaluating these complaints.

Cautionary Note Regarding Forward-Looking Statements

Certain statements in this Statement contains forward-looking statements based on current expectations or beliefs, as well as a number of assumptions about future events, and these statements are subject to factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. These forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as believes, plans, anticipates, projects, estimates, expects, intends, strategy, future, opportunity, may, will, should, could, potential, or similar expressions. Such forward-looking include the ability of the Company, Parent and Purchaser to complete the transactions contemplated by the Merger Agreement, including the parties' ability to satisfy the conditions set forth in the Merger Agreement, the possibility of any termination of the Merger Agreement, and possible benefits of the Merger. The following factors, among others, could cause actual

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results to differ materially from those described in these forward-looking statements: the risk that the Company's business will not be successfully integrated with Parent's business; costs associated with the merger; the unsuccessful completion of the tender offer or the merger; matters arising in connection with the parties' efforts to comply with and satisfy applicable regulatory approvals and closing conditions relating to the transaction; increased competition and technological changes in the industries in which Parent and the Company compete and other events that could negatively impact the completion of the transaction, including industry, economic or political conditions outside of our control or the costs of litigation and the impact of other costs and the other factors referenced from time to time in Company's filings with the SEC, which are available without charge at www.sec.gov.

Table of Contents**Item 9. Exhibits****EXHIBIT INDEX**

Exhibit Number	Description
(a)(1)(i)	Offer to Purchase, dated June 11, 2009 (incorporated by reference to Exhibit (a)(1)(A) to the Schedule TO filed by Intel Corporation and APC II Acquisition Corporation)
(a)(1)(ii)	Form of Letter of Transmittal, dated June 11, 2009 (incorporated by reference to Exhibit (a)(1)(B) to Schedule TO of Intel Corporation and APC II Acquisition Corporation)
(a)(2)(i)	Letter to Stockholders of Wind River Systems, Inc. dated June 11, 2009 (filed herewith)*
(a)(2)(ii)	Information Statement pursuant to Section 14(f) of the Securities Exchange Act of 1934 and Rule 14f-1 thereunder (attached as Annex A to this Schedule 14D-9)*
(a)(2)(iii)	Press Release of Wind River Systems, Inc., dated June 4, 2009 (incorporated by reference to Exhibit 99.1 to the Form 8-K filed by Wind River Systems, Inc. on June 8, 2009)
(a)(2)(iv)	Opinion of Goldman, Sachs & Co., dated June 4, 2009 (attached as Annex B to this Schedule 14D-9)*
(e)(1)	Agreement and Plan of Merger, dated as of June 4, 2009, by and among Wind River Systems, Inc., Intel Corporation and APC II Acquisition corporation (incorporated by reference to Exhibit 2.1 to the Form 8-K filed by Wind River Systems, Inc. on June 8, 2009)
(e)(2)	Tender and Support Agreement, dated as of June 4, 2009, by and among Intel Corporation and APC II Acquisition Corporation, and the individuals listed on Annex I thereto (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by Wind River Systems, Inc. on June 8, 2009)
(e)(3)	Employment Agreement, dated as of November 5, 2003, by and between Wind River Systems, Inc. and Kenneth R. Klein (the Employment Agreement) (incorporated by reference to Exhibit 99.2 to the Form 8-K filed by Wind River Systems, Inc. on November 6, 2008)
(e)(4)	Amendment to Employment Agreement, dated as of October 16, 2008, by and between Wind River Systems, Inc. and Kenneth R. Klein (incorporated by reference to Exhibit 10.5 to the Form 8-K filed by Wind River Systems, Inc. on October 17, 2008)
(e)(5)	Second Amendment to Employment Agreement, dated as of January 30, 2009, by and between Wind River Systems, Inc. and Kenneth R. Klein (incorporated by reference to Exhibit 10.2 to the Form 8-K filed by Wind River Systems, Inc. on February 4, 2009)
(e)(6)	Executive Employment Agreement, dated as of June 4, 2009, by and among Intel Corporation, Wind River Systems and Kenneth R. Klein (incorporated by reference to Exhibit 10.2 to the Form 8-K filed by Wind River Systems, Inc. on June 8, 2009)
(e)(7)	Non-Competition Agreement, dated as of June 4, 2009, by and among Intel Corporation, Wind River Systems, Inc. and Kenneth R. Klein (incorporated by reference to Exhibit 10.3 to the Form 8-K filed by Wind River Systems, Inc. on June 8, 2009)
(e)(8)	Offer Letter, dated as of January 30, 2007, by and between Wind River Systems, Inc. and Ian R. Halifax (the Offer Letter) (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by Wind River Systems, Inc. on February 1, 2007)
(e)(9)	Amendment to Offer Letter, dated as of October 16, 2008, by and between Wind River Systems, Inc. and Ian R. Halifax (incorporated by reference Exhibit 10.6 to the Form 8-K filed by Wind River Systems, Inc. on October 17, 2008)

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Exhibit Number	Description
(e)(10)	Executive Employment Agreement, dated as of June 4, 2009, by and among Intel Corporation, Wind River Systems, Inc. and Ian R. Halifax (incorporated by reference to Exhibit 10.4 to the Form 8-K filed by Wind River Systems, Inc. on June 8, 2009)
(e)(11)	Wind River Systems, Inc. Executive Officers Change of Control Incentive and Severance Benefit Plan, dated November 16, 1995 and amended and restated October 14, 2008 and January 30, 2009 (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by Wind River Systems, Inc. on February 4, 2009)
(e)(12)	Wind River Systems, Inc. Vice Presidents Severance Benefit Plan, as amended and restated as of October 14, 2008 (incorporated by reference to Exhibit 10.2 to the Form 8-K filed by Wind River Systems, Inc., on October 17, 2008)
(e)(13)	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.1 to the Form 10-K filed by Wind River Systems, Inc. on May 1, 2001)
(e)(14)	Amended and Restated Certificate of Incorporation, as amended, of Wind River Systems, Inc. (incorporated by reference to Exhibits 3.1 (a)-(d) to the Form 10-Q filed by Wind River Systems, Inc. on December 15, 2000)
(e)(15)	Amended and Restated Bylaws of Wind River Systems, Inc. (incorporated by reference to Exhibit 3.1 to the Form 8-K filed by Wind River Systems, Inc. on December 20, 2007)
(e)(16)	Certificate of Designation of Series A Junior Participating Preferred Stock (incorporated by reference to Exhibit 4.1 to the Form 8-K filed by Wind River Systems, Inc. on November 4, 1999)
(e)(17)	Amended and Restated Rights Agreement, dated as of September 29, 2006, between Wind River Systems, Inc. and American Stock Transfer and Trust Company, as Rights Agent (incorporated by reference to Exhibit 4.1 to the Form 8-K filed by Wind River Systems, Inc. on October 3, 2006)
(e)(18)	First Amendment to Amended and Restated Rights Agreement, dated as of June 4, 2009, between Wind River Systems, Inc. and American Stock Transfer and Trust Company, as Rights Agent (incorporated by reference to Exhibit 4.2 to the Form 8-A/A filed by Wind River Systems, Inc. on June 4, 2009)

* Included in copies mailed to shareholders of Wind River Systems, Inc.

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ANNEX A

WIND RIVER SYSTEMS, INC.

500 Wind River Way

Alameda, California 94501

INFORMATION STATEMENT PURSUANT TO

SECTION 14(f) OF THE SECURITIES EXCHANGE

ACT OF 1934 AND RULE 14f-1 THEREUNDER

GENERAL INFORMATION

This Information Statement is mailed on or about June 11, 2009, as part of the Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") of Wind River Systems, Inc. ("Wind River" or the "Company") to the holders of record of shares of the Company's common stock, par value \$0.001 per share (the "Common Stock" or the "Shares"). You are receiving this Information Statement in connection with the possible election of persons designated by Intel Corporation ("Parent") to a majority of the seats on the board of directors of the Company (the "Board").

On June 4, 2009, the Company entered into an Agreement and Plan of Merger with Parent and APC II Acquisition Corporation ("Purchaser"), a wholly-owned subsidiary of Parent (the "Merger Agreement"). Pursuant to the Merger Agreement, subject to certain conditions and as more fully described in the Merger Agreement, Parent will cause Purchaser to commence a cash tender offer to purchase all outstanding Shares at a price of \$11.50 per Share in cash (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated June 11, 2009 (the "Offer to Purchase"), and the related Letter of Transmittal (which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, constitute the "Offer").

The Merger Agreement provides, among other things, that following the consummation of the Offer and subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement and in accordance with the relevant portions of the Delaware General Corporation Law (the "DGCL"), Purchaser will merge with and into the Company (the "Merger") and each Share that is not tendered pursuant to the Offer will be converted into the right to receive cash in an amount per Share equal to the Offer Price (other than Shares that are held by Purchaser, Parent, the Company or any of their respective subsidiaries or by any stockholders, if any, who properly exercise their dissenters' rights under the DGCL). Following the effective time of the Merger (the "Effective Time"), the Company will continue as a wholly owned subsidiary of Parent (the "Surviving Corporation").

The Merger Agreement provides that, promptly upon the purchase by Purchaser of the Shares pursuant to the Offer (provided that various conditions in the Merger Agreement have been satisfied), and from time to time thereafter, Purchaser will be entitled to designate directors (the "Purchaser Designees") on the Board that will give Purchaser board representation substantially proportionate to its ownership interest. The Merger Agreement requires that the Company promptly take necessary action to cause the Purchaser Designees to be elected or appointed to the Board under the circumstances described in the Merger Agreement. This information statement is required by Section 14(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 14f-1 thereunder. Capitalized terms used in this information statement and not otherwise defined shall have the meanings set forth in the Schedule 14D-9.

You are urged to read this information statement carefully. You are not, however, required to take any action in connection with this information statement.

The information contained in this information statement concerning Parent and Purchaser and the Purchaser Designees has been furnished to the Company by Parent and Purchaser. The Company assumes no responsibility for the accuracy or completeness of such information.

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RIGHT TO DESIGNATE DIRECTORS; PURCHASER DESIGNEES

The Merger Agreement provides that, promptly upon the purchase by Purchaser of the Shares pursuant to the Offer, Purchaser will be entitled, subject to compliance with Section 14(f) of the Exchange Act, to designate up to such number of directors, rounded up to the next whole number, on the Board as will give Purchaser representation on the Board equal to the product of (x) the total number of directors on the Board (giving effect to the directors elected pursuant to this sentence) multiplied by (y) the percentage that the aggregate number of the Shares beneficially owned by Purchaser or any affiliate of Purchaser following such acceptance for purchase bears to the total number of Shares then outstanding. The Merger Agreement further provides that the Company will promptly take all actions reasonably necessary to cause Purchaser's designees to be elected as directors of the Company, including, at Parent's election, increasing the size of the Board or securing the resignations of incumbent directors, or both. At such time, the Company will further cause (i) each committee of the Board, (ii) the board of directors of each of the Company's subsidiaries, and (iii) each committee of each such subsidiary board to be composed of the same percentage (rounded up if necessary) of designees of Parent as represented on the Board.

However, in the event that Purchaser's designees are elected or designated to the Board, then until the Effective Time, the Company shall cause the Board to have at least two directors who were directors on the date the Merger Agreement was signed, including at least two directors who are (i) selected by such current directors and (ii) independent for the purposes of the continued listing requirements of the Nasdaq Global Stock Market (such directors, the Independent Directors).

Purchaser will select its designees from among the directors and executive officers of Parent or Purchaser listed on Schedule I annexed to this Information Statement. Certain information regarding such candidates is contained in Schedule I.

Parent has advised the Company that, to the knowledge of Parent, none of the Purchaser Designees currently is a director of, or holds any position with, the Company, and except as disclosed in the Offer to Purchase, none of the Purchaser Designees beneficially owns any securities (or rights to acquire any securities) of the Company or has been involved in any transactions with the Company or any of its directors, executive officers or affiliates that are required to be disclosed pursuant to the rules of the Securities and Exchange Commission (the SEC), except as may be disclosed in the Offer to Purchase. None of the Purchaser Designees has any family relationship with any director or executive officer of the Company.

CERTAIN INFORMATION CONCERNING THE COMPANY

The Company's common stock is the only class of voting securities of the Company outstanding that is entitled to vote at a meeting of the stockholders of the Company. Each Share entitles its record holder to one vote on all matters submitted to a vote of the Company's stockholders. As of May 31, 2009, there were 76,892,405 Shares outstanding. As of the date of this Information Statement, none of Parent, Purchaser or their affiliates own any Shares.

Table of Contents**SECURITY OWNERSHIP OF CERTAIN****BENEFICIAL OWNERS AND MANAGEMENT**

The following table is based on 76,892,405 shares of common stock outstanding as of May 31, 2009, and sets forth certain information as of such date, regarding beneficial ownership of the Company's Common Stock by (i) each person who is known to the Company to own beneficially more than 5% of the Common Stock; (ii) each director and each nominee for election as a director of Wind River; (iii) each executive officer named in the Summary Compensation Table below; and (iv) all of the Company's current directors and executive officers as a group.

Name of Beneficial Owner or Identity of Group (1)	Amount and Nature of Beneficial Ownership (2)	
	Number of Shares	Percentage of Outstanding Shares (3)
Five Percent Stockholders:		
T. Rowe Price Associates, Inc. (4)	5,830,218	7.6%
Barclay Global Investors, NA (5)	4,430,895	5.8%
AXA (6)	3,828,157	5.0%
Named Executive Officers and Directors:		
John C. Bolger (7)	117,140	*
Jerry L. Fiddler (8)	3,968,167	5.1%
Narendra K. Gupta (9)	4,807,774	6.2%
Grant M. Inman (10)	284,000	*
Harvey C. Jones (11)	125,000	*
Standish H. O Grady (12)	165,000	*
Kenneth R. Klein (13)	3,785,142	4.7%
Ian R. Halifax (14)	294,537	*
Damian G. Artt (15)	295,782	*
John J. Bruggeman (16)	305,113	*
Barry R. Mainz (17)	183,560	*
All executive officers and directors as a group (14 persons) (18)	15,087,886	18.1%

* Less than 1%.

- (1) Unless otherwise indicated, the address for all beneficial owners is c/o Wind River Systems, Inc., 500 Wind River Way, Alameda, CA 95401.
- (2) Under SEC rules, a person who directly or indirectly has or shares voting power or investment power with respect to a security is considered a beneficial owner of the security. Voting power is the power to vote or direct the voting of shares, and investment power is the power to dispose of or direct the disposition of shares. The information on beneficial ownership in the table and the footnotes is based upon the Company's records and the most recent Schedule 13D or 13G filed by each such person and information supplied to the Company by such person. Unless otherwise indicated, each person has sole voting power and sole investment power with respect to all shares beneficially owned, subject to community property laws where applicable. Shares subject to options which are exercisable within 60 days after May 31, 2009 are deemed to be outstanding and to be beneficially owned by the person holding such options for the purpose of computing the percentage ownership of such person, but are not deemed to be outstanding and to be beneficially owned for the purpose of computing the percentage ownership of any other person.
- (3) Applicable percentages are based on 76,892,405 shares of Wind River Common Stock outstanding on May 31, 2009, adjusted as required by rules promulgated by the SEC.
- (4) Based on Schedule 13G/A filed with the SEC on February 11, 2009. The address of the beneficial owner is 100 E. Pratt Street, Baltimore, Maryland 21202. These securities are owned by various individual and institutional investors, which T. Rowe Price Associates, Inc. (Price Associates) serves as investment adviser with power to direct investments and/or sole power to vote the securities. For purposes of the reporting requirements of the Securities Exchange Act of 1934, Price Associates is deemed to be a beneficial owner of such securities; however, Price Associates expressly disclaims that it is, in fact, the beneficial owner of such securities.

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- (5) Based on Schedule 13G filed with the SEC on February 5, 2009 by Barclays Global Investors, NA and its affiliated entities, Barclays Global Investors, NA is the beneficial owner of 1,906,709 shares, has sole voting power with respect to 1,662,993 shares and sole dispositive power with respect to all reported shares. Barclays Global Fund Advisors is the beneficial owner of 2,477,528 shares, has sole voting power with respect to 2,094,167 shares and sole dispositive power with respect to all reported shares. Barclays Global Investors, Ltd. is the beneficial owner of 46,658 shares, has no voting power with respect to the reported shares and sole dispositive power with respect to all reported shares. The address of Barclays Global Investors, NA and its affiliated entities is 400 Howard Street, San Francisco, California 94105.
- (6) Based on Schedule 13G filed with the SEC on February 13, 2009 by AXA Assurances I.A.R.D. Mutuelle, AXA Assurances Vie Mutuelle, AXA (on behalf of Rosenberg Investment Management LLC) and AXA Financial, Inc. (on behalf of its subsidiaries AllianceBernstein L.P. and AXA Equitable Life Insurance Company). AXA Assurances I.A.R.D. Mutuelle, AXA Assurances Vie Mutuelle and AXA are deemed to have sole voting power with respect to 1,929,827 shares and sole dispositive power with respect to 3,828,157 shares. AXA Financial, Inc. has sole voting power with respect to 285,418 shares and sole dispositive power with respect to 308,383 shares. The address of AXA Assurances I.A.R.D. Mutuelle and AXA Assurances Vie Mutuelle is 26, rue Drouot, 75009 Paris, France. The address of AXA is 25, avenue Matignon, 75008 Paris, France. The address of AXA Financial, Inc. is 1290 Avenue of the Americas, New York, New York 10104.
- (7) Consists of 4,140 shares held by Mr. Bolger and 113,000 shares subject to stock options exercisable within 60 days after May 31, 2009.
- (8) Includes 2,442,554 shares held by the Fiddler and Alden Family Trust, of which Mr. Fiddler is a trustee; 276,563 shares held by the Jazem I Family Partners LP Fund 5, of which Mr. Fiddler is a general partner; 508,125 shares held by Jazem II Family Partners LP, of which Mr. Fiddler is a general partner; 247,953 shares held by Jazem III Family Partners LP, of which Mr. Fiddler is a partner; 276,563 shares held by Jazem IV Family Partners LP, of which Mr. Fiddler is a partner; and 2,033 shares held in his 401(k) plan account. Also includes 214,376 shares subject to stock options exercisable within 60 days after May 31, 2009.
- (9) Includes 3,483,236 shares held by the Narendra and Vinita Gupta Living Trust dated 12/2/94, of which Mr. Gupta is a trustee; 920,000 shares held by the Gupta Irrevocable Children Trust, of which Mr. Gupta is also a trustee; 7,176 shares held in an account benefiting Mr. Gupta's daughter under the Uniform Gift to Minors Act, of which Mr. Gupta is the custodian; 474 shares held in his ESPP account and 88 shares held in his 401(k) plan. Also includes 396,800 shares subject to stock options exercisable within 60 days after May 31, 2009. Mr. Gupta disclaims beneficial ownership of the shares held in the Gupta Irrevocable Children Trust and those held in his daughter's name.
- (10) Includes 119,000 shares held by the Inman Living Trust UAD 5/9/89, of which Mr. Inman is a trustee; and 52,000 shares held by the Grant M. Inman IRA Rollover, of which Mr. Inman is a custodian. Also includes 113,000 shares subject to stock options exercisable within 60 days after May 31, 2009.
- (11) Consists of shares subject to stock options exercisable within 60 days after May 31, 2009.
- (12) Consists of 40,000 shares held by The O Grady Revocable Trust (HSP) of which Mr. O Grady is trustee and 125,000 shares subject to stock options exercisable within 60 days after May 31, 2009.
- (13) Consists of 170,109 shares held by Mr. Klein, 3,534 shares held in his 401(k) plan account and 3,611,499 shares subject to stock options exercisable within 60 days after May 31, 2009.
- (14) Consists of 6,746 shares held by Mr. Halifax, 1,855 shares held in his 401(k) plan account and 285,936 shares subject to stock options exercisable within 60 days after May 31, 2009.
- (15) Consists of 7,763 shares held by Mr. Artt, 2,916 shares held in his 401(k) plan account and 285,103 shares subject to stock options exercisable within 60 days after May 31, 2009.
- (16) Consists of 3,986 shares held by Mr. Bruggeman, 2,898 shares held in his 401(k) plan account and 298,229 shares subject to stock options exercisable within 60 days after May 31, 2009.
- (17) Consists of 5,913 shares held by Mr. Mainz, 2,856 shares held in his 401(k) plan account and 174,791 shares subject to stock options exercisable within 60 days after May 31, 2009.
- (18) Includes 6,451,326 shares subject to stock options held by officers and directors exercisable within 60 days after May 31, 2009.

Table of Contents**INFORMATION ABOUT THE BOARD****General**

The Board is currently comprised of seven members. Each director serves in office until the next annual meeting of stockholders and until his or her successor is elected and has duly qualified, or until such director's earlier death, resignation or removal. In the time between annual meetings, the Board has the authority under the Company's bylaws to increase or decrease the size of the Board and fill vacancies.

The Board is responsible for supervision of the overall affairs of Wind River. The Board held eight meetings during fiscal 2009. To assist the Board in carrying out its duties, the Board has delegated certain authority to several committees. During fiscal 2009, each director attended at least 75% of the aggregate of (i) the total number of meetings of the Board and (ii) the total number of meetings held by all committees of the Board of which he was a member (during the period that he was a member), other than Mr. Fiddler, who was absent from two of eight meetings of the Board and one of three meetings of the Nominating and Corporate Governance Committee.

Based on a review by the Board of all relevant information, the Board has determined that, as of the date of this Information Statement, each of the directors, other than Mr. Klein, is independent as defined under the rules of the Nasdaq Stock Market.

Throughout fiscal 2009, Harvey C. Jones acted as Lead Independent Director. During fiscal 2009, there were four executive sessions of the independent directors.

Information About the Directors

The stockholders of Wind River elect the directors each year. Set forth below is information regarding the Company's directors as of June 4, 2009:

Name	Age	Position	Director Since
John C. Bolger	62	Director	2000
Jerry L. Fiddler	57	Director	1983
Narendra K. Gupta	60	Director, Vice Chairman	2000
Grant M. Inman	67	Director	1999
Harvey C. Jones	56	Lead Independent Director	2004
Kenneth R. Klein	49	Director, Chairman of the Board, President and Chief Executive Officer	2003
Standish H. O. Grady	49	Director	2004

There are no family relationships between any directors and executive officers.

John C. Bolger became a director of Wind River in February 2000 in connection with Wind River's acquisition of Integrated Systems, Inc. From July 1993 to February 2000, Mr. Bolger was a director of Integrated Systems, Inc. Mr. Bolger is currently a private investor and is a retired Vice President, Finance and Administration, and Secretary of Cisco Systems, Inc., a networking systems company. Mr. Bolger is also a director of Cogent, Inc., a biometric systems company, and Mattson Technology Inc., a semiconductor equipment manufacturer. He holds a B.A. in English Literature from the University of Massachusetts and an M.B.A. from Harvard University and is a certified public accountant.

Jerry L. Fiddler co-founded Wind River in February 1983 and has served as a director since Wind River's inception. He also served as Chairman of the Board from February 1983 to January 2004. Mr. Fiddler served as Chief Executive Officer of Wind River from February 1983 to March 1994, and as Interim Chief Executive

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Officer from April to September 1999. Prior to founding Wind River, he was a computer scientist in the Real-Time Systems Group at Lawrence Berkeley Laboratory. Mr. Fiddler is also a director of several privately-held companies. Mr. Fiddler holds a B.A. in music and photography and an M.S. in computer science from the University of Illinois.

Narendra K. Gupta became a director and Vice Chairman of Wind River in February 2000 in connection with Wind River's acquisition of Integrated Systems, Inc. Dr. Gupta has been a Managing Director of Nexus India Capital, a venture capital investment firm, since 2006. Previously, he was a founder, Chairman of the Board and Chief Executive Officer of Integrated Systems, Inc. and also served as Interim President and Chief Executive Officer of Wind River from June 2003 to January 2004. Dr. Gupta currently serves as a director of Red Hat, Inc., an open source solutions software company, TIBCO Software Inc., a business integration and process management software company, and several privately-held companies and non-profit organizations. Dr. Gupta holds a B. Tech. degree from the India Institute of Technology, an M.S. degree from the California Institute of Technology and a Ph.D. degree from Stanford University, all in engineering. He was elected a Fellow of the Institute of Electrical and Electronics Engineers (IEEE) in 1991.

Grant M. Inman became a director of Wind River in June 1999. He is the founder and General Partner of Inman Investment Management, a private venture capital investment company formed in 1998. Prior to 1998, he co-founded and was General Partner of Inman & Bowman, a venture capital firm formed in 1985. Mr. Inman serves as a director of Lam Research Corporation, a semiconductor equipment manufacturer, and Paychex, Inc., a payroll and human resources outsourcing services company, and is a trustee of the University of California, Berkeley Foundation. Mr. Inman holds a B.A. in economics from the University of Oregon and an M.B.A. from the University of California, Berkeley.

Harvey C. Jones became a director of Wind River in February 2004. Mr. Jones is the Chairman of the Board of Tensilica Inc., a privately-held company he co-founded in 1997. Tensilica designs and licenses application-specific microprocessors for use in high-volume embedded systems. From December 1987 through February 1998, Mr. Jones held various positions at Synopsys, Inc., where he served as Chief Executive Officer through January 1994 and as Executive Chairman of the Board until February 1998. Prior to Synopsys, Mr. Jones served as President and Chief Executive Officer of Daisy Systems Corporation, a computer-aided engineering company that he co-founded in 1981. Mr. Jones currently serves on the board of NVIDIA Corporation, a manufacturer of graphics chips, and on the boards of various privately-held companies. Mr. Jones holds a B.S. degree in mathematics and computer sciences from Georgetown University and an M.S. in management from the Massachusetts Institute of Technology.

Kenneth R. Klein has been a director of Wind River since July 2003 and in January 2004 became the Chairman of the Board, President and Chief Executive Officer of Wind River. Prior to joining Wind River, Mr. Klein was with Mercury Interactive Corporation, a software company focused on business technology optimization, where he served as Chief Operating Officer from January 2000 until December 2003. He also served at Mercury Interactive as a director from July 2000 until December 2003 and held management positions there from 1992 through 1999 including President of North American Operations and Vice President of North American Sales. Mr. Klein is a director of several privately-held companies. Mr. Klein holds a B.S. in electrical engineering and biomedical engineering from the University of Southern California.

Standish H. O Grady has been a director of Wind River since February 2004. Mr. O Grady is a Managing Director of Granite Ventures LLC, an early-stage venture capital firm that he co-founded in 1998. He previously served in various positions with Hambrecht & Quist Group's venture capital practice since 1986. Mr. O Grady is currently a director of several privately-held companies. Mr. O Grady holds a B.S.E. degree in chemical engineering from Princeton University and an M.B.A. from the Amos Tuck School of Business Administration at Dartmouth College.

Table of Contents**Committees of the Board and Director Independence**

During fiscal 2009, the Board had four standing committees: (i) an Audit Committee; (ii) a Compensation Committee; (iii) a Nominating and Corporate Governance Committee; and (iv) a Non-Officer Equity Awards Committee.

Based on a review by the Board, all members of the Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee are independent directors as defined under the rules of the Nasdaq Stock Market. The following chart details the current membership and the membership of each committee during fiscal 2009 and the number of meetings each committee held in fiscal 2009, including the number of times each committee acted by written consent without a meeting.

Name	Audit Committee	Compensation Committee	Nominating and Corporate Governance Committee	Non-Officer Equity Awards Committee (1)
Non-Employee Directors:				
John C. Bolger (2)	C		M	
Jerry L. Fiddler			M	
Narendra K. Gupta		M	M	(1)
Grant M. Inman	M	M	C	(1)
Harvey C. Jones (3)	M		M	
Standish H. O. Grady		C	M	(1)
Employee Directors:				
Kenneth R. Klein				M
Number of Meetings in Fiscal 2009	5	9	3	
Actions by Written Consent in Fiscal 2009	1	8		12

M = Member

C = Chair

- (1) The Non-Officer Equity Awards Committee is comprised of at least two directors, one of whom must be a non-employee director. As presently constituted, actions of the Committee may be taken by Mr. Klein together with one member of the Compensation Committee.
- (2) The Board has determined that Mr. Bolger qualifies as an audit committee financial expert.
- (3) The Board has designated Mr. Jones as Lead Independent Director.

Audit Committee

The Audit Committee assists the Board in fulfilling its responsibility to oversee management regarding:

the conduct and integrity of the Company's financial reporting;

the Company's systems of internal accounting, and financial and disclosure controls;

the qualifications, engagement, compensation, independence and performance of the Company's independent registered public accounting firm, their conduct of the annual audit, and their engagement for any other services;

the Company's legal and regulatory compliance;

the Company's codes of ethics as established by management and the Board; and

the preparation of the audit committee report required by SEC rules to be included in the Company's annual proxy statement.

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The Audit Committee currently consists of three members of the Board, all of whom: (i) meet the criteria for independence set forth in Rule 10A-3(b)(1) under the Securities Exchange Act of 1934, as amended; (ii) have not participated in the preparation of the financial statements of Wind River or any of its current subsidiaries at any time during the past three years; and (iii) are able to read and understand fundamental financial statements, including a company's balance sheet, income statement and cash flow statement. The Board has determined that Mr. Bolger qualifies as an audit committee financial expert. The current Audit Committee charter is available on the Company's website at <http://ir.windriver.com/> under the Corporate Governance section.

Compensation Committee

The Compensation Committee assists the Board in overseeing the Company's compensation policies and practices, including:

determining and approving the compensation of the Company's Chief Executive Officer;

reviewing and approving compensation levels for the Company's other executive officers;

reviewing and recommending to the Board cash and equity compensation incentives for non-employee directors;

reviewing and approving management incentive compensation policies and programs;

reviewing and approving equity compensation programs for employees, and exercising discretion in the administration of such programs; and

preparing the compensation committee report required by SEC rules to be included in the Company's annual proxy statement.

The Compensation Committee has the authority to engage the services of outside advisors, experts and others to assist it in carrying out its responsibilities. Periodically, the Compensation Committee engages its own independent compensation consulting firm to assist it in the ongoing evaluation and analysis of Wind River's executive compensation programs and practices to ensure that they are structured appropriately to achieve the Company's compensation objectives. For a description of the role of the compensation consulting firm, please see the section entitled Executive Compensation and Related Information, Compensation Discussion and Analysis, Compensation Philosophy and Politics, Compensation Consultant.

The Compensation Committee currently consists of three members of the Board, all of whom are non-employee, outside directors, in addition to being independent directors as defined under the rules of the Nasdaq Stock Market. The Compensation Committee charter is available on the Company's website at <http://ir.windriver.com/> under the Corporate Governance section.

The Compensation Committee has established a subcommittee, the 162(m) Subcommittee, that has the power and authority (i) to administer the Company's Section 162(m) Performance Incentive Award Plan and any similar current or future plans; (ii) to grant awards to individuals eligible to receive awards under the Company's current and future incentive and equity-based plans intended to qualify as performance-based compensation under Section 162(m) of the Internal Revenue Code of 1986, as amended, and (iii) to consider and approve any other matters related to Section 162(m) of the Internal Revenue Code. The 162(m) Subcommittee is comprised of Messrs. Inman and O'Grady, two members of the Compensation Committee who are independent directors within the meaning of Section 162(m) of the Internal Revenue Code.

Nominating and Corporate Governance Committee

The Nominating and Corporate Governance Committee:

assists the Board in identifying prospective Board nominees, consistent with criteria established by the Board;

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recommends to the Board the persons to be nominated as directors for election at the annual meeting of stockholders;

recommends members for each Board committee;

ensures that the Board is properly constituted to meet its fiduciary obligations to Wind River and its stockholders and that Wind River follows appropriate governance standards;

develops and recommends to the Board governance principles applicable to Wind River; and oversees the evaluation of the Board and management.

The Nominating and Corporate Governance Committee currently consists of six members of the Board, all of whom are independent in accordance with the rules of the Nasdaq Stock Market. The Committee's charter is available on the Company's website at <http://ir.windriver.com/> under the Corporate Governance section.

Consideration of Stockholder Nominee Recommendations: The Nominating and Corporate Governance Committee considers nominees recommended by stockholders for election to the Board. Stockholder recommendations for candidates to the Board must be directed in writing to Wind River Systems, Inc., 500 Wind River Way, Alameda, California, 94501, Attn: Secretary, and must include as to each person whom the stockholder proposes to nominate all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended. A stockholder's recommendation to the Secretary must also set forth as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made: the name and address of the stockholder, as they appear on the Company's books, and of the beneficial owner; the class and number of shares of Wind River that are owned beneficially and of record by the stockholder and of the beneficial owner; and whether either the stockholder or beneficial owner intends to deliver a proxy statement and form of proxy to holders of a sufficient number of holders of voting shares to elect such nominee(s). Additionally, the stockholder must provide any other information that is required to be provided by the stockholder pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, in his or her capacity as a proponent of a stockholder proposal.

Except as may be required by rules promulgated by the Nasdaq Stock Market or the SEC, there are currently no specific, minimum qualifications that must be met by a candidate for the Board, nor are there any specific qualities or skills that are necessary for one or more of the members of the Board to possess.

Compensation Committee Interlocks and Insider Participation

None of the members of the Compensation Committee is or was, during fiscal 2009, an officer or employee of Wind River or its subsidiaries. During fiscal year 2009, none of the Company's executive officers served as a member of the Board or compensation committee of any entity that has one or more executive officers serving as a member of the Compensation Committee. In addition, during fiscal 2009, none of the Company's executive officers served as a member of the compensation committee of any entity that has one or more executive officers serving as a member of the Board.

Table of Contents**Director Compensation**

The following table sets forth the compensation earned by the Company's non-employee directors for fiscal 2009. Mr. Klein, the Chairman of the Board, President and Chief Executive Officer, does not receive compensation for serving on the Board.

DIRECTOR COMPENSATION
For Fiscal Year Ended January 31, 2009

Name	Fees Earned (\$)	Option Awards (\$ (1))	All Other Compensation (\$ (2))	Total (\$)
John C. Bolger	63,379	62,789	8,371	134,539
Jerry L. Fiddler	31,660	62,789	11,840	106,289
Narendra K. Gupta	49,910	62,789	11,840	124,539
Grant M. Inman	83,375	62,789		146,164
Harvey C. Jones	65,410	62,973	11,840	140,223
Standish H. O'Grady	71,352	62,973	898	135,223

- (1) Amounts shown do not reflect compensation actually received by the director. Instead, the amounts shown are the compensation costs recognized by Wind River in fiscal 2009 for all outstanding option awards, as determined pursuant to Statement of Financial Accounting Standards No. 123 (revised 2004), *Share-Based Payment* (SFAS 123R), excluding any estimates of future forfeitures. For a discussion of the assumptions used to calculate the value of options awards, see Note 10 of the Notes to Consolidated Financial Statements included in the Annual Report on Form 10-K for fiscal 2009 filed with the SEC on April 1, 2009. See the table below for details of the number of option awards made to each of the Company's non-employee directors during fiscal 2009, including the exercise price and vesting schedule. Prior to the end of fiscal 2009, the Company had not granted its directors any form of equity awards other than stock options.
- (2) Represents Wind River's portion of health benefit premiums paid in fiscal 2009.
- During the fiscal year ended January 31, 2009, the Company made the following grants of stock options to its non-employee directors on April 1, 2008 for their service as directors:

Director	Number of Option Shares Granted (1)	Exercise Price Per Share (2)	Grant Date Fair Value of Stock Option Awards
John C. Bolger	15,000	\$ 8.14	\$ 60,750
Jerry L. Fiddler	15,000	\$ 8.14	\$ 60,750
Narendra K. Gupta	15,000	\$ 8.14	\$ 60,750
Grant M. Inman	15,000	\$ 8.14	\$ 60,750
Harvey C. Jones	15,000	\$ 8.14	\$ 60,750
Standish H. O'Grady	15,000	\$ 8.14	\$ 60,750

- (1) For all directors other than Jerry Fiddler, the option automatically vested in full on the first anniversary of the grant date on April 1, 2009 as a result of the director attending at least 75% of the meetings of the Board and any committee on which he serves that were held during fiscal 2009. The option granted to Jerry Fiddler automatically t