



03-CV-00003-DECL

The Honorable Robert Lasnik

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BY AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

THENDIC ELECTRONICS COMPONENTS,
a foreign corporation, and GENESI SARL, a
foreign corporation,

Plaintiffs;

vs.

AMIGA INC., a corporation in the state of
Washington,

Defendant.

NO. 003-0003

DECLARATION OF BILL BUCK

I, Bill Buck, am over 18, reside in Paris, France and am competent to declare as follows:

1. Contrary to Amiga's unsupported subjective belief, Amiga and "Thendic" expressly contemplated integrating Amiga's DE Operating System into "Thendic" products regardless of whether such "Thendic" products were running on a Windows CE Operating System. Appendix A of the OEM Software License Agreement includes a list of various "Thendic" products that, pursuant to the OEM Software License Agreement, were entitled to integration with Amiga's DE Operating System. See OEM Software License Agreement, P. 18, Appendix A. The list is not, and was not, intended to be exhaustive of "Thendic" products entitled to integration. The terms "other" and "future" products support this interpretation. Moreover, Amiga and "Thendic" intended that any of "Thendic's" current or future products were entitled to integration as requested, regardless of the

DECLARATION OF BILL BUCK

1 Operating System they ran on. Appendix A is a list of then existing "Thendic" products with a
2 cursory narrative of the product and its functionality. Of all the products listed in Appendix A, only
3 SmartBoy operates on Windows CE. However, at the time the OEM Software License Agreement
4 was executed, and per the terms of Appendix A, SmartBoy was to run on Amiga DE. Since Amiga
5 DE was never integrated into SmartBoy, it ran solely on WindowsCE. All other products employ
6 other, non-Windows CE based proprietary Operating Systems. The contract language clearly
7 indicates that Amiga and "Thendic" contemplated integration of Amiga DE into "Thendic" products,
8 regardless of the Operating System each product ran on. Moreover, Amiga and "Thendic" agreed to
9 integrate Amiga's DE Operating System into both existing and future products.

10 2. Of the "Thendic" products listed in Appendix A, to date, despite my repeated requests for
11 integration on behalf of "Thendic," not a single product unit has been integrated with Amiga's DE
12 Operating System.

13 3. The repeated requests were wholly reasonable as Amiga DE was specifically designed and
14 developed to work on a computing platform. Amiga DE was created for no other reason than
15 integration into computing platforms such as the ones provided by "Thendic." Subsequent to
16 Amiga's unreasonable withholding of consent, and within the last two years, Amiga formed a
17 partnership with Eye Tech in 2002, a company that sells products in direct competition with the
18 "Thendic" products once available for integration.

19 I swear under penalty of perjury that the above is true and correct to the best of my personal
20 belief and knowledge.

21
22
23 DATED: January 8, 2004.

24 
25 _____
26 Bill Buck

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28 DECLARATION OF BILL BUCK

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