

THE HONORABLE ROBERT S. LASNIK

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

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

Plaintiffs,

v.

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

Defendant.

NO. 003-0003

**DECLARATION OF FRANCIS CHARIG
IN SUPPORT OF AMIGA, INC.'S
RESPONSE TO MOTION TO MODIFY
THE ORDER GRANTING SPECIFIC
PERFORMANCE**

I, Francis Charig, declare as follows:

1. I am the Chairman & Chief Executive of Tao Group Ltd. ("Tao"). I am responsible for all aspects of Tao's business. I have personal knowledge of the facts contained herein and am competent to testify thereto.

2. Tao's product line is intent®. intent is a software platform that can run applications on dissimilar devices without application developers having to rewrite their code for the software applications for each device. It achieves its main goal by being able to abstract

DECLARATION OF FRANCIS CHARIG IN SUPPORT OF
AMIGA, INC.'S RESPONSE TO MOTION TO MODIFY THE
ORDER GRANTING SPECIFIC PERFORMANCE - 1

Cairncross & Hempelmann, P.S.
Law Offices
524 Second Avenue, Suite 500
Seattle, Washington 98104-2323
Phone: 206-587-0700 · Fax: 206-587-2308

1 almost the entire platform from the underlying hardware and operating system. intent requires
2 code changes to the abstraction layer based on the hardware and target operating system on
3 which it is to operate, but these changes require much less work than if application developers
4 had to rewrite code for each combination of hardware and operating system. On top of this
5 abstraction capability, Tao has developed powerful audio, graphics and Java libraries that many
6 argue are both individually and collectively best in class. Today intent is licensed to companies
7 such as Motorola, Sony, JVC, Philips, Amiga, Inc. and others.

8 3. Amiga, Inc. approached Tao regarding licensing intent to create the AmigaDE
9 product. Amiga was interested in intent because Amiga wanted to be able to develop games that
10 could run on a variety of different device types with minimal change to the code to work with the
11 variety of hardware, operating systems and computer languages being used. Because of its
12 heritage in the video entertainments market, Amiga also wanted to have access to a rich
13 multimedia environment that was open enough for Amiga to develop and plug in its own
14 technologies for mass market deployment. Tao provided all of these features, which is unique in
15 the global market.

16 4. Amiga, Inc. entered a license agreement with Tao on May 30, 2000 that gives
17 Amiga the right to integrate intent with Amiga developed software and the right to reproduce and
18 distribute intent as an integral part of an Amiga product. Although the license agreement
19 allows Amiga to use intent in any of its products, the specific intention of the license agreement
20 was to enable Amiga to use intent with its AmigaDE product, which is a product for use with the
21 sector of the market for which intent was designed, namely mobile and home personal devices.

22 5. The license includes the right for Amiga to reproduce, translate and distribute the
23 Tao documentation that accompanies intent and to use Tao's trademarks and logos. The license
24 is subject to Amiga complying with certain terms e.g. agreeing not to decompile, disassemble, or
25 otherwise attempt to reverse engineer intent except as permitted by law. In addition Amiga

1 agrees not to remove or cover any proprietary notices, marks etc. on intent or the documentation
2 and to include in any Amiga product that includes any part of intent a prominent copyright
3 notice, and to keep records sufficient to identify the configuration and version of intent installed
4 and the customer to whom the Amiga product is shipped. In addition Amiga agrees to pay Tao
5 certain royalties and to report sales to Tao in accordance with the license agreement.

6 6. Other than distributing intent as part of an Amiga product pursuant to the license
7 agreement referred to above, Amiga has no right under its license agreement with Tao to transfer
8 intent to any third party.

9 7. Bill Buck contacted me a few days after this court entered its order granting
10 plaintiffs' motion for summary judgment. Mr. Buck told me he had won his lawsuit against
11 Amiga and that he wanted to have access to Tao's software. He indicated that having access to
12 Tao's software was the reason he sued Amiga. Mr. Buck expressed excitement about the
13 potential of Tao and the plaintiffs collaborating.

14 I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE
15 OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

16
17 DATED this 14th day of March, 2004 at Amersham, England.

18
19 See Attached
20 Francis Charig