

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 14<sup>th</sup> day of March, 2004 at Amersham, England.

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19   
20 Francis Charig

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DECLARATION OF FRANCIS CHARIG IN SUPPORT OF  
AMIGA, INC.'S RESPONSE TO MOTION TO MODIFY THE  
ORDER GRANTING SPECIFIC PERFORMANCE - 3

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