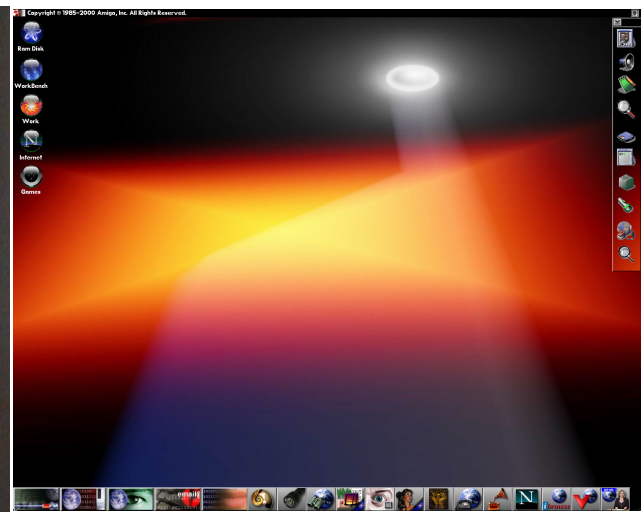
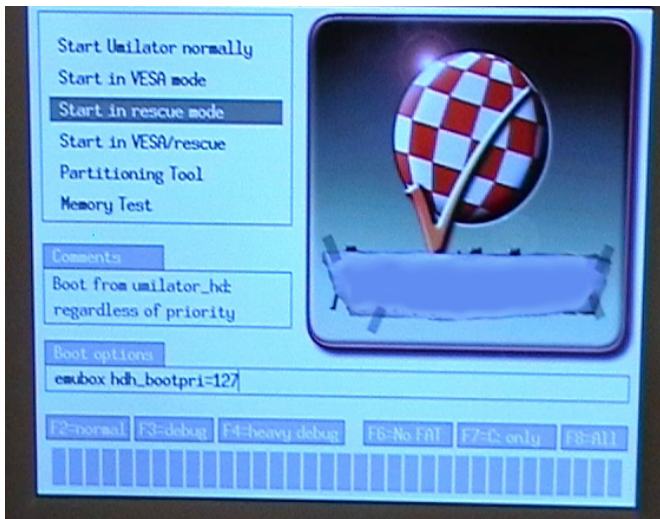


## Alberta Amiga



December 2002

# Inside

# The Amithlon Faq From Bernie.....2-7 Of Intrest.....8

## **Answers to some frequently asked questions about Amithlon situation.**

**By Bernd Meyers**

Q: What about the Amiga Plus (German Amiga print magazine) interview with Juergen Haage? Why didn't you comment on that?

A: Amiga Plus is a German print magazine. I live in Australia. As far as I can tell, nobody from Amiga Plus considered it prudent to contact me for a comment prior to printing that interview, or to at least send me the relevant sections by snail mail or email. I learned of the interview through a comment in the forums on <http://www.amiga-news.de>. And until December 2nd (when a friendly soul back in Germany scanned it in for me), I had simply not seen the interview. Can't comment on it without seeing it.

Q: So, any comments, now that you have seen it?

A: Sure — the article header claims that Juergen Haage is answering the questions "honestly and without spin" ("ehrlich und ungeschoent"). I wonder how the Amiga Plus determined that, especially considering that they apparently weren't interested in hearing both sides of the story.

Q: Yeah, but.... What about what Mr. Haage said?

A: Well, for one thing, he isn't telling the truth. A blatant example is his claim that the AmiWest 2001 demonstration of Amithlon by Bill McEwen was unauthorized by Harald and me. The exact opposite is the case, and I have the fax here to prove it. Another example is his claim that H&P have a contract for the distribution of Amithlon. That

**AMICUE Saturday Coffee SIG**  
**Every Saturday**  
**1:30-3:30**  
**Haps Hungry House**  
**159 St Stoney Plain Rd.**

Alberta Amiga is a publication of AMICUE the Amiga Computer Users of Edmonton.

Alberta Amiga is published monthly to inform and support the  
Amiga Community in Northern Alberta.

AMICUE meets on the third Thursday of each month at  
ArchBishop Jordan High School 2021 Brentwood Blvd.. Sherwood Park.

Yearly Membership fees of \$20.00



**After Meeting  
Get Together  
Boston Pizza  
Sherwood Park**

*Good Food  
Good Friends  
Good Times*

## Asha's Sunday Chats

Every Sunday evening (in most places) a few Amigans (and former Amigans hoping for the best) gather to chat and share information on a wide range of topics. Subjects will range from the Amiga (of course) to books, TV, and movies to whether or not aliens have visited our planet.

Come join us on the IRC  
The network is ExodusNet  
The new servers are:

[irc.superhosts.net](http://irc.superhosts.net), [irc.midnightrose.org](http://irc.midnightrose.org),  
[irc.codemain.com](http://irc.codemain.com)  
The channel is #team\*Amiga

The time(s) are each Sunday evening  
(9:00pmEST-11:00pmEST 2:00am  
Monday to 4:00am Monday GMT)

For those who can use Java chat, point  
your browsers at:  
[www.reefer.org/chat4.html](http://www.reefer.org/chat4.html)  
or  
<http://www.reefer.org/chat.html>

I put my cam up Sundays so that you can  
see me as we chat. If you're using an  
Amiga, get WebVision Aminet, or, if that's  
down, email me and I'll send you the  
latest version I've got). It can live on the  
same screen (MUI) as AmiIRC and is  
easy to use and setup. You can also see  
the cam on the Web (using a browser).

The cam address is  
[www.ashafx.com/cam](http://www.ashafx.com/cam). There's always a  
picture up, but it's only live on Sunday  
nights.

We also love playing with sounds. You  
can grab all (or some) of the sounds we  
are playing by going to:  
<http://enja.org>

We have a nice group of friendly folks  
sharing information, help and humor as  
we wend our way through the Great  
Amiga Oddyssey.

Hope to see you there!

Please repost this anywhere you find  
Amigans online!

Asha, [asha@ashafx.com](mailto:asha@ashafx.com),  
<http://www.ashafx.com>

contract was terminated, in writing, in April. Mr. Haage has, in writing, confirmed the receipt of the termination, and has also confirmed that it is a termination. Apart from that, Mr. Haage seems to use rather a lot of words to essentially say "No, we do not have a Kickstart license". He tells a heart wrenching tale about how evil Amiga Inc has wronged H&P, and how of course H&P are perfectly willing to license Amiga Inc's IP, as long as H&P can dictate the terms — pardon me, as long as the terms match those in the contract H&P typed up and sent to AI. However, according to AI, H&P have never paid them so much as a single cent for those licenses, and have never even bothered to tell AI how many copies have sold. H&P are including Amiga Inc's IP in the stuff they sell. The only thing I can see that they might consider to give them the right to do so would be some sort of agreed-upon-but-never-signed-yet-still-valid contract. But such a contract would certainly involve reporting sales and paying royalties. So, frankly, I completely fail to see how that interview does anything other than confirming that H&P have no license for Amiga Inc's IP.

Q: What about the offer to pay for a trip to Germany?

A: Yes, such an offer was made. However, I declined. It was my impression that the motivation behind the offer was that H&P were hoping to get their Amithlon distribution license reinstated (the offer was made in response to the contract termination). Had I taken up the offer, it would have been under false pretenses, as that was not an option I would even have considered. I would have considered it rather unethical to take up the offer despite there not being a chance of the desired result. I mailed this very same explanation to Mr. Haage at the start of May, and as far as I can tell, the subject was not discussed again.

Q: Bill McEwen says AI never threatened you, and never would. So H&P seem to be right when they say you are not at risk at all!?!?

A: Unfortunately, it ain't that easy. OK, here is in some more detail what happened:

o On March 2, as part of an informal conversation with Bill McEwen, I receive an email from Bill's private email account (i.e. not an amiga.com address). In it, Bill states that H&P are shipping without license, and that legal action over it is imminent. No threat against me has been made. A threat against H&P has certainly been made.

o Startled, I vaguely remember a clause in the contract. Upon checking, I find that according to clause 6.3, I could be held liable, and I could be required to defend any legal action by AI

in my own name and at my own expense. The threat against H&P is, unbeknownst to Bill, a threat against me.

o I immediately ask Bill to officially inform me of the third party intellectual property claim. I explain that that would allow me to halt distribution and minimize my risk. Bill obliges and sends the same information in his role as CEO of Amiga Inc.

o Having thus been officially notified, I invoke clause 6.2 to protect myself from further risk. H&P completely ignore that. Mr. Haage however confirms that no license agreement has been reached with AI.

o Mr. Haage assures me in email that I shouldn't worry, but refuses to explicitly accept legal responsibility for AI's IP in signed writing. Thus, the situation remains, according to clause 6.3 I can still be held liable for IP violations. Sales continue, now with my knowledge of a credible third party IP claim.

o Eleven days later, Amiga Inc approach Harald and "suggest" he tell H&P to cease distribution. He is informed that failing to do so is likely to result in him being included in the lawsuit that they intend to file against H&P. Obviously, Amiga Inc have no fundamental problem with going after the authors rather than (or in addition to) the distributor. It is made clear that the reason I am "in the clear" is that I told H&P to cease distribution as soon as I could.

o I realize that H&P can still deflect any legal claims regarding AI IP towards me. Also, according to their own mails, AI still fully intend to make such legal claims. There is a need to, to be blunt, cover my arse.

I try to convince AI that we should release a joint public statement, with them making their IP claims, and me stating that in the situation, sales of Amithlon are to be suspended.

o Things drag on. And on. H&P is selling, as far as I know AI's lawyers are sharpening their pencils, and I can still be held liable. I set a deadline for a joint statement. I set a second deadline for a joint statement. When the second deadline expires, I make a unilateral statement (which, as expected, is met with "we have only Bernie's word for it").

o Angry Amigans who misread the statement mail Bill McEwen that they are rather unhappy about AI threatening Bernie Meyer. Instead of explaining all of the above, Bill replies, truthfully: "we never did".

So, in summary — I was never threatened by AI. However, due to clause 6.3 of the Amithlon distribution contract, I could have found myself at the receiving end of legal action against H&P, which was threatened. There is also another issue: I genuinely believe that Bill McEwen would not initiate legal action which I would have to defend. However, Bill is only the CEO. He does not own Amiga Inc. Whoever does might not feel bound by Bill's word if lots of money is on the line. And, let's be honest — there is always the possibility that Amiga Inc might fold, and is bought out by someone bigger. In that case, the new owners are unlikely to care from whom they recover monies owed, as long as they do.

Q: I saw mention of mediation. Any truth to that?

A: On September 26th, a third party stepped forward and started to "mediate", primarily regarding the issue of legal responsibility for the Amiga Inc IP, and more generally to avoid exactly what has happened now.

Q: Did you ask for that?

## Animation SIG



**Meetings  
Last Friday  
of Each Month  
Contact:  
Gord Raboud 449-6657**

A: No.

Q: So, was anything achieved?

A: Two months were wasted. Ah, you mean anything useful? Well, a supplementary agreement clarifying the intent of the original contract (along the lines of “Amiga Inc IP is H&P’s problem”) was agreed upon. It was then translated into German by a professional translation firm, and sent out to all parties to sign. My copies were sent back, and received by the mediator on November 21st, 10 days after the RTF file had been sent to everyone. As of November 27th, I was informed that, quote, “The supplementary agreement is currently on hold and appears now to depend on reaching an overall agreement”. In other words, someone apparently doesn’t think that the intent of the contract should be clarified...

Q: What about the bigger picture?

A: That might have been doomed to failure from the start. As far as I can tell, H&P and HF were never willing to discuss any solution which did not involve a reinstatement of the Amithlon distribution contract and me working with them in the future. In turn, I was never going to entertain any suggestion that involved future cooperation, for fool-me-once is more than enough. I don’t know whether the other parties communicated their position; However, I can say that from the very start of mediation, I made it perfectly clear that I was never going to have anything to do with either H&P or HF ever again. To quote from my October 1st email:

o I am trying not to sound negative, but I have been lied to, lied about, threatened and abused by “The HAs” (Harald and Haage&Partner) far far beyond the point where I would even remotely consider ever working with either of them again.

Q: So were there ever any proposals on the table?

A: Yep, one from me, one from “them”. “Theirs” generously offered a 20% increase in royalty payments over what the old contract stated. Other than that, I was supposed to simply forget about everything, roll over and be a good doggie. No, it didn’t state it in those words, but that’s what it came down to. Not a word about any licensing issues at all. And yes, I am cynical about this. “Mine” suggested cleaning the slate, and agreeing to bury the past. What it came down to was a retroactive license grant for the copies of my IP that H&P had sold without license, in return for royalty payments for those copies, “amnesty” for past libel and contract infringements by H&P and HF, and a complete “non-aggression pact”, i.e. agreement to leave each other alone in the future, both in public and with third parties.

Q: Juergen Lange says it all failed because you made unreasonable financial demands!

A: Is it really unreasonable to expect to be paid for copies of my IP which have already been shipped? Especially when they were shipped without a license, and part of the agreement involves giving up the right to sue the guilty party over it? That view strikes me as somewhat biased... Anyway, I made it clear in email dated November 22nd that any amounts were negotiable, for the sake of reaching an agreement. I never even received anything from H&P naming amounts that would have been acceptable to them, or which we could have started negotiations at.

Q: So did you suddenly preempt ongoing mediation and surprise the other parties with your

**AMICUE**  
#



**Music SIG**

**Contact Larry Bolch**  
**484-9879**

December 1st announcement?

A: Not at all. On November 11th, I set a deadline of December 1st. And in the very same email, I stated exactly what would happen if things were unresolved on December 1st. Everybody was aware of the deadline, as well as the consequences of failing to meet it.

Q: Aren't you just trying to avoid having to give support to us, the users, after earning lots of money from Amithlon?

A: First of all, there is one party, and one party only, who is responsible for end user support, and that is H&P. It's their job, and they did earn lots of money from AmigaOS XL, partly because support is their responsibility. Also, the grand total

of payments I have received for Amithlon equals roughly three months starting salary at Microsoft for someone with my qualifications. And last I heard, MS has a dental plan, a pension plan, stock options, and other goodies — none of which you get when being a freelance Amiga software programmer.

Q: Eeek — I am a legitimate user, and I meant to download the newest kernel/the contrib archives/the hd\_install instructions this weekend/this Christmas/real soon now! How do I get it now?

A: Give me a few days to work something out. This has come up more often than I thought, so the simple mail-it-to-people approach seems impractical. On the plus side, all the stuff is still on the machine. It's just not accessible through the web. So this will probably use some sort of authentication mechanism to gain access. Also, please be aware that some parts (most notably the linux kernels, but there were a few more) were distributed under the GPL, which means that they are freely distributable. For those parts, the fact that I no longer distribute them doesn't stop anyone else from doing so.

Q: You mentioned that H&P and HF stopped several parties (the provider for these pages, Chris Hodges, the P96 team, Amiga dealers) from cooperating with you. How can this be, if not because H&P/HF have a very convincing case?

A: First of all, I never said they were stopped. They were threatened, and it was tried to intimidate them. In most cases, that didn't actually work, or at least not to the point of preventing cooperation. Indeed, the very fact that you can read these lines means that the attempt to shut down amithlon.net and shut me up failed miserably. However, that doesn't mean those poor people deserve to have to put up with this. Nobody deserves to get a five hour phone call from Harald at 10pm. Nobody deserves to have their mobile phone number handed out as a fax number to someone who doesn't even understand the concept of time zones, and insistently faxes it at 4:45am. Nobody deserves to be threatened with lawyers just for considering licensing their software to a third party. All of those things, and many more, have happened. This means that everytime I so much as contacted anyone about a cooperation of any kind, I really felt that I should advise them strongly against it, because there was every chance that their lives would be disrupted. That is NOT a situation in which anything can be achieved... "I want to work with you. But I have to warn you, you will probably be harrassed

and threatened. So, how about it?”. Yeah, right....

Q: Did the never-seen-by-mortal-men “Berniethlon” contain any code by Harald Frank or Haage&Partner?

A: No code by Harald Frank. None at all. Anybody who tells you differently is simply lying. And given that very few people have even seen the damn thing, you should really question the sources of anyone who tries to tell you differently. The only H&P code in “Berniethlon” (aka “Umilator”) is in the minimal OS3.9 installation that comes with it. That minimal OS3.9 would have been fully licensed directly from Amiga Inc, who (according to all copyright messages) are the copyright owners.

Q: Can/Will Amithlon be released under an Open Source License now?

A: Nope. For a couple of reasons:

- o H&P would almost certainly “object” to a release under an Open Source license just the same as they would object to a commercial release. So it would be the same stress, with none of the benefits...
- o “AmithlonXL”. ‘Nuff said.

Q: So what about at least releasing the improved JIT back to UAE

A: That wouldn’t work, anyway. The reason those improvements are not in the UAE JIT is not that I wanted to hold back UAE-JIT in any way. If you look at the latest source snapshot for UAE-JIT on <http://byron.csse.monash.edu.au> (or you can look at UAE-JIT/QNX sources shipped on the AmigaOS XL CD if you have it), you will find quite a bit of code in `compemu_support.c` which was trying to implement some of those improvements in UAE-JIT. I couldn’t make it work. This stuff doesn’t work in UAE-JIT because the concept of “time” in UAE is derived from counting instructions. After every instruction, a counter is incremented; Certain system events (e.g. interrupts) are scheduled to happen at a certain “time”, i.e. when the counter reaches a certain value. In contrast, time in Amithlon is handled by the modified kernel. It keeps track of when a system event is supposed to happen (and also of when an “unexpected” external event, such as a keypress, did happen). This means the JIT compiler can create long instruction sequences without worrying about that counter (which doesn’t exist anymore). Related to that is the lack of custom chip emulation. To emulate the interplay between the 68k and the custom chips in a real Amiga, timing between CPU emulation and custom chip emulation must be very precisely synchronized. The recent UAE releases even have a cycle-precise mode for this. The Amithlon JIT just doesn’t fit in with that sort of requirement. And then, of course, there is the rather awful performance optimization that uses the MMU and a kernel modification to speed up end-of-block checks. You simply can’t do that sort of thing trying to run on a general-purpose kernel; And even if you could, you shouldn’t. It’s an atrocious hack, the kind the hacker in me delights in, and the university educated computer scientist in me is horrified by :)

Q: So should we blame Bill Hoggett for all this?

A: That’s like blaming Yitzhak Rabin for the current situation in the Middle East — i.e. I am sure someone, somewhere can make up some bizarre theory justifying it. And Elvis is flipping burgers on Mars. Did I mention NASA faked the Moon landings? Now let’s be serious for a second.... Nope, sorry, I can’t be serious when talking about something as ridiculous as that. Just can’t. \*Snort\*

I have focused this months news letter on the Faq from Bernd Meyers concerning fate of Amithlon/Umilator.

## Of Intrest

For Immediate Unrestricted Release:  
Brisbane, December 17th:

Dr Greg Perry said today that after negotiations with Ben Hermans, GPSoftware and Hyperion have resolved all outstanding issues related to contract for Directory Opus and wish to announce that the contract has been fully reinstated. Greg said "We are very pleased to see these issued cleared up so that the future for Directory Opus on the Amiga can be assured by Hyperion and that development can continue for OS4 and beyond. We wish Hyperion the best in their endeavours with Directory Opus for Amiga and the development of OS4."

\_\_ Regards, Dr Greg Perry GPSoftware, PO Box 570, Ashgrove, Qld Australia Ph/fax +617 33661402 Email: greg@gpsoft.com.au web: www.gpsoft.com.au

**AmigaOne boards On Sale at the A.R.C 2002**

**Posted on Friday, December 06 @ 13:21:15 EST by Sinan Gurkan**

"Lastminute KDH news:We have just got the AmigaOne boards by UPS Express and thus are available on the stand of KDH Datentechnik. We hope we will see you all again. Günter Horbach KDH Datentechnik" - Source: Amiga-news.de

Catweasel driver software for three

## Next Amicue Meeting

**January 16 2003 7:00 PM  
ArchBishop Jordan High School  
Sherwood Park**

operating systems has been updated and adapted to the new MK3 PCI/Flipper version of the controller.

The windows-drivers for the PC-versions of the Catweasel controller (ISA and the new MK3 PCI/Flipper versions) have been updated. The most important change is the support for C64-disks, minor bugs have been fixed in the diskimage-tool. The new combination of programs also breaks a small record: A C64-disk is read completely in slightly more than 9 seconds. The archive also contains some textfiles for programmers who want to take advantage of the interfaces or the SID of the controller.

The Linux drivers have also been adapted to the MK3 PCI/Flipper version. Closer information about this can be found on Michael 'Rawstyle' Krause's website:

[www.soundtracker.org/raw/cwfloppy/](http://www.soundtracker.org/raw/cwfloppy/)

Tim Mann has also adapted his cw2dmk tool to the new controller. DMK is a file format used by TRS-80 emulator programs. Find out more on [www.tim-mann.org/trs80resources.html](http://www.tim-mann.org/trs80resources.html)

**Next AMICUE Meeting  
is  
Annual General Meeting  
and  
Election of Officials**